# AGENDA

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

**June 25, 2024**
**5:00 p.m.**
**In Chambers**

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

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

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

**1. CALL TO ORDER**

**1.1 INVOCATION**
Performed by Reverend Preston Norman of Praise Tabernacle Church

**1.2 PLEDGE OF ALLEGIANCE**

**1.3 ROLL CALL**

**2. AGENDA APPROVAL**

**2.1 AGENDA APPROVAL**

**3. PRESENTATIONS**

**4. REPORT ON CLOSED SESSION**

Serita Young, City Attorney

**5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS**

**5.1 PUBLIC COMMENTS**

**5.2 CORRESPONDENCE**

**5.3 APPOINTMENTS**

**5.4 CITY COUNCIL COMMITTEE REPORTS**

**5.5 CITY MANAGER'S REPORT**

**5.6 CITY ATTORNEY'S REPORT**

**5.7 CITY TREASURER'S REPORT**

## 6. CONSENT ITEMS

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

6.1 Approval of the Meeting Minutes for the June 11, 2024 City Council Meetings
**Recommendation:** Approve the minutes of the June 11, 2024 City Council Meetings.

6.2 Receive and File Accounts Payable and Payroll Warrants Issued in the Month of May 2024
**Recommendation:** Receive and file the warrants for period ending May 31, 2024, per California Government Code Section 37208.

6.3 Receive and File Cash and Investments Report for the Month of May 2024
**Recommendation:** That City Council receive and file Cash and Investment Report for May 2024 on this day, June 25, 2024, in accordance with California Government Code 53646.

6.4 Receipts, Disbursements, & Fund Balances Reporting for Fiscal Year 2023-24, Period 11, May 2024
**Recommendation:** Receive and file.

6.5 Receive and File Police Department Statistics for the Month of May 2024
**Recommendation:** Receive and file.

6.6 Receive and File Fire Protection Services Statistics for the Month of May 2024
**Recommendation:** Receive and file.

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

6.8 Receive and File Code Enforcement Update and Statistics for the Months of April & May 2024
**Recommendation:** Receive and file.

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

6.10 City Council Travel and Conference Expense Report Year to Date May 31, 2024
**Recommendation:** Receive and file.

6.11 Consideration of Resolution 2024-95, Consolidated Approval of Software-as-a-Service Projects Utilized Citywide
**Recommendation:** Adopt Resolution 2024-95.

6.12 Consideration of Resolution 2024-96, Approving a Contract Agreement for Towing Services with Clark's Towing and Recovery, Statewide Towing & Recovery, Inc., and Stagecoach Towing Inc.
**Recommendation:** Adopt Resolution 2024-96.

6.13 Consideration of Resolution 2024-97, Adopting the Local Hazard Mitigation Plan (LHMP) as required by the Federal Disaster Mitigation and Cost Reduction Act of 2000
**Recommendation:** Adopt Resolution 2024-97.

6.14 Consideration of Resolution 2024-98, Adopting Regulations for Candidates for Elective Office Pertaining to the Electorate and the Costs Thereof for the General Municipal Election to be Held in the City on Tuesday, November 5, 2024
**Recommendation:** Adopt Resolution 2024-98.

6.15 Consideration of Resolution 2024-99, Approving Amendment No. 1 to the Services Agreement with Yunex, LLC., in the Amount of $25,000 for FY 2024/2025 Citywide Traffic Signal Maintenance Services
**Recommendation:** Adopt Resolution 2024-99.

6.16 Consideration of Resolution 2024-100, Awarding a Professional Services Agreement for Supervisory Control and Data Acquisition System Maintenance and Advisory Services to Tetra Tech, Inc. in the amount of $205,000
**Recommendation:** Adopt Resolution 2024-100.

6.17 Consideration of Resolution 2024-101, Approving the Use of the Public Utility Exceptions for Informal Procurements Under Article 2, Section 3-105, Note 7 of the City's Purchasing Policy No. B-30, for Fiscal Year 2024-25 for the Purchase of Certain Supplies, Materials and Equipment for the City's Public Utility Departments
**Recommendation:** Adopt Resolution 2024-101.

6.18 Consideration of Resolution 2024-102, Approving a Cooperative Agreement Between the City of Banning, the City of Beaumont, and the County of Riverside to Share the Cost of a Fire Engine Company
**Recommendation:** Adopt Resolution 2024-102.

6.19 Consideration of Resolution 2024-103, Awarding a Professional Services Agreement to Engineering Solutions Services, Inc. for Grants Services
**Recommendation:** Adopt Resolution 2024-103.

6.20 Consideration of Resolution 2024-104, Approving Amendment No. 4 to a Professional Services Agreement (C00608) with Willdan Engineering, Inc. for Building and Safety Plan Check and Plans Examination Services; Landscape Design Plan Check and Plans Examination Services; and Building Permit and Landscape Installation Inspection Services
**Recommendation:** Adopt Resolution 2024-104.

6.21 Consideration of Resolution 2024-111, Adopting the Banning Active Transportation Plan (ATP)
**Recommendation:** Adopt Resolution 2024-111.

## 7. PUBLIC HEARINGS

7.1 Public Hearing and Consideration of Resolution 2024-105, Approving a Report in Connection with the Proposed Collection on the 2024/2025 Riverside County Property Tax Roll of Delinquent Solid Waste Service Charges for Single-Family and Multi-Family Dwelling Accounts and Making a Determination of Exemption under CEQA
**Recommendation:** Conduct public hearing and adopt Resolution 2024-105.

7.2 Public Hearing and Consideration of Resolution 2024-106, Adopting the City of Banning Electric Utility 2024 Wildfire Mitigation Plan
**Recommendation:** Adopt Resolution 2024-106.

7.3 Consideration of Zoning Text Amendment (ZTA 24-0050) and First Reading of Ordinance 1605, Amending Table 17.08.020 of Section 17.08.020 of Article I of Chapter 17.08 of Division II of Title 17 of the City of Banning Municipal Code to Clarify that Affordable Housing Uses are Permitted by Right and are not Subject to Discretionary Action in Specified Zoning

Districts as Required by State Law; and Making a Determination of Exemption from the California Environmental Quality Act
**Recommendation:** Introduce, as read by title only, and waive further reading of Ordinance 1605.

7.4 Consideration of Resolution 2024-112, Approving General Plan Amendment (GPA 23-2502), to Change the Existing Land Use Designation of Parcel Number 540-180-022 From General Commercial (GC) to Industrial (I); Zone Change (ZC 23-3502), to Change the Zoning District Classification of Parcel Number 540-180-022 From General Commercial (GC) to Industrial (I); Tentative Parcel Map (TPM 38659) to Consolidate Three Parcels Into One; And Design Review (DR 23-7008) for the New Construction and Operation of a Steel Distribution Facility With a 42,510 Square-foot Warehouse Building, of Which 3,434 Square Feet Is Designated for Office Space, on 14.92 Gross Acres of Land Located on the North Side of West Lincoln Street Between South 8th Street and South 16th Street (APN Nos. 540-180-020, 540-180-022 and 540-180-026); and Adopting a Mitigated Negative Declaration (EA 23-1506) for the Project
**Recommendation:** Adopt Resolution 2024-112.

## 8. REPORTS OF OFFICERS

8.1 Consider Pledging $50,000 per Year to Blue Zones Activate Banning Beginning 7/1/2025 for a Period of Three (3) Years
**Recommendation:** A motion approving, by minute order, an annual pledge of $50,000 for a period of three (3) years to the Blue Zones Activate Banning Project beginning 7/1/2025.

8.2 Consideration of Resolution 2024-107, Naming the former National Guard Armory Building the Arthur 'Art' L. Welch Community Center
**Recommendation:** Adopt Resolution 2024-107.

8.3 Consideration of Resolution 2024-108, Awarding a Contract for Landscape Operation and Maintenance for Landscape Maintenance District (LMD) No. 1 with Mariposa Landscapes, Inc. of Irwindale, California for Fiscal Year 2024/2025 in the Amount of “not to exceed” $93,211.26 and discuss budget constraints within the LMD No. 1
**Recommendation:** Adopt Resolution 2024-108.

8.4 Consideration of Resolutions 2024-109, 2024-110, 2024-04 SA, and 2024-05 UA, Approving the Citywide Biennial Fiscal Year 2024-25 and Fiscal Year 2025-26 Budgets
**Recommendation:** Adopt Resolutions 2024-109, 2024-110, 2024-04 SA, and 2024-05 UA.

## 9. DISCUSSION ITEMS

9.1 Discussion Regarding the Lowering of the Banning Financing Authority’s Outstanding Electric System Revenue Bond Rating and Consideration of an Interim Electric Rate Adjustment
**Recommendation:** Discussion and direction regarding an interim electric rate adjustment.

## 10. ITEMS 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. Zoom Options for Public Meetings (Flynn)
6. Update on 150 E Ramsey Street Exclusive Negotiating Agreement (Flynn)
7. Update on 33 S San Gorgonio Ave Purchase and Sale Agreement (Flynn)

8. Developer Presentation for Sunset Crossroads Project (Flynn)
9. City Manager Evaluation (Flynn)
10. Closed Session: Lawsuit against the City (Flynn)
11. All Active Lawsuits against the City (Flynn)

## 11. ADJOURNMENT

Next Regular Meeting – July 9, 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 City 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 City 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 City Council, on any item which does not appear on the agenda, unless the action is otherwise authorized in accordance with the provisions of subdivision (b) of §54954.2 of the Government Code.

### Special Assistance/Accessibility Requests

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

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

### CONTACT • CONTACTO

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

**CITY OF BANNING**
**STAFF REPORT**

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Douglas Schulze, City Manager** |
| **PREPARED BY:** | **Caroline Patton, Administrative City Clerk** |
| **MEETING DATE:** | **June 25, 2024** |
| **SUBJECT:** | **Approval of the Meeting Minutes for the June 11, 2024 City Council Meetings** |

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**RECOMMENDATION:**

Approve the minutes of the June 11, 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 06 11_Minutes_Special Meeting - Closed Session.pdf
2. 2024 06 11_Minutes_Special Meeting - Workshop.pdf
3. 2024 06 11_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** **6/11/2024**
**CITY COUNCIL** **SPECIAL MEETING**

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

COUNCIL MEMBERS ABSENT: Mayor Pro Tem Rick Minjares

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

## 1. CALL TO ORDER

Mayor Sanchez called the special meeting to order at 3:00 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.

**Motion to continue agenda item 3.2 to the next Regular Meeting.**

Motion by Council Member Flynn
No second. The motion failed.

### 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; 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)

**3.2. COMPLAINTS AND CHARGES BROUGHT AGAINST PUBLIC EMPLOYEE; PUBLIC EMPLOYEE DISCIPLINE**
Pursuant to Government Code Section 54957(b)

## 4. ADJOURNMENT

The Special City Council meeting adjourned at 3:22 p.m.

Minutes Prepared by:



Caroline Patton, Administrative City Clerk

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

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

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**CITY COUNCIL** **SPECIAL MEETING**

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

COUNCIL MEMBERS ABSENT: Mayor Pro Tem Rick Minjares

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

## 1. CALL TO ORDER

Mayor Sanchez called the special meeting to order at 4:06 p.m.

1.1 Roll Call

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

## 2. PUBLIC COMMENT – *Agenda Items*

None

## 3. WORKSHOP

3.1. Banning Active Transportation Plan (ATP)

Nate Smith, Deputy Director of Public Works/City Engineer, presented the staff report. He introduced the consultant, Tom Bertulis, who provided the presentation to City Council.

## 4. ADJOURNMENT

The Special City Council meeting adjourned at 4:46 p.m.

Minutes Prepared by:



Caroline Patton, Administrative City Clerk

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

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**ATTACHMENTS:**

**Exhibit A** – Agenda Item 3.1: Consultant Presentation

# City of Banning
# Active Transportation Plan
# City Council Workshop

June 11, 2024

## Agenda

- Active Transportation Plan (ATP) **Background**
- Public **Outreach**
- **Data** Analysis
- Safe Routes to School (**SRTS**)
- Priority **Project Locations**

# Project Background

- Funding administered by SCAG
- Project began August 2022

## Project Team:

# Public Outreach

- ❖ Nine (9) Stakeholder Advisory Group meetings
- ❖ Three (3) Stakeholder Community Workshops
  - For example, Sun Lakes HOA Workshop
  - Displayed (4) boards on the survey and recommendations
- ❖ Three (3) Community Events
  - Collected public input
  - Displayed the SCAG Kit of Parts

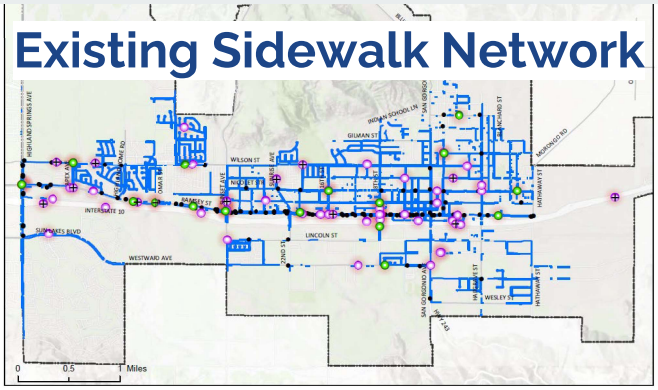




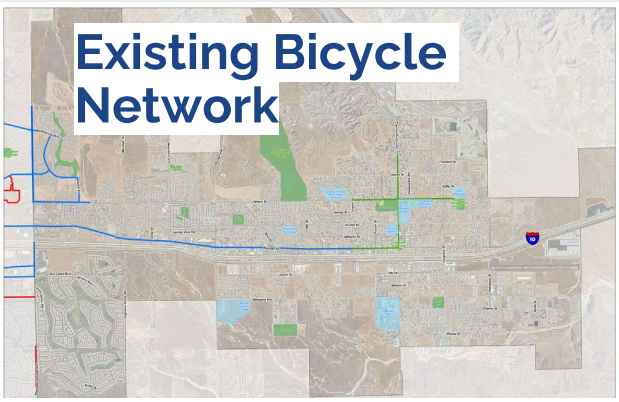


# Data Analysis

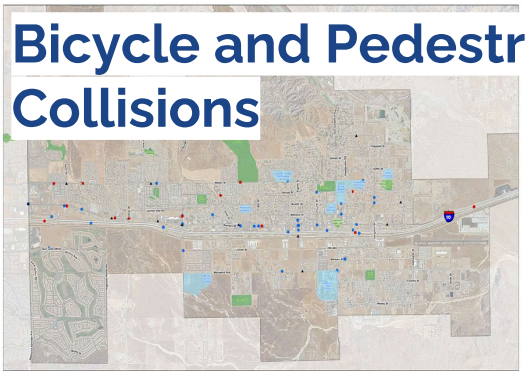
## Existing Sidewalk Network



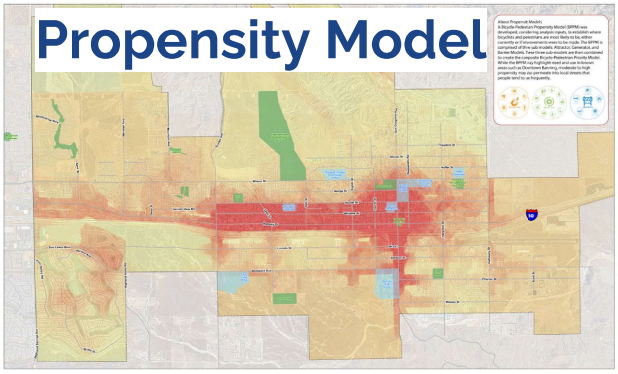

## Existing Bicycle Network



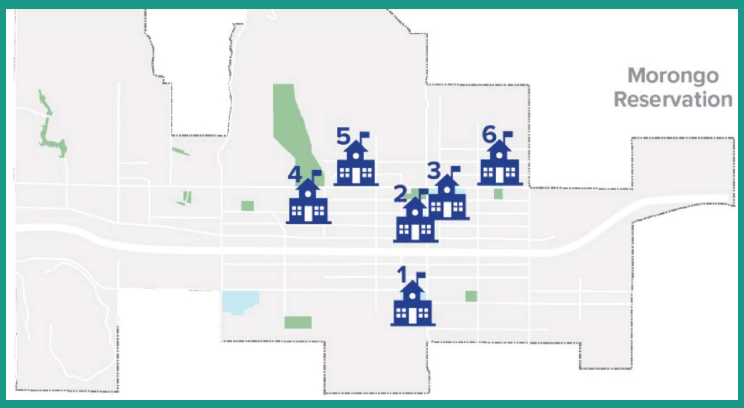
## Bicycle and Pedestrian Collisions



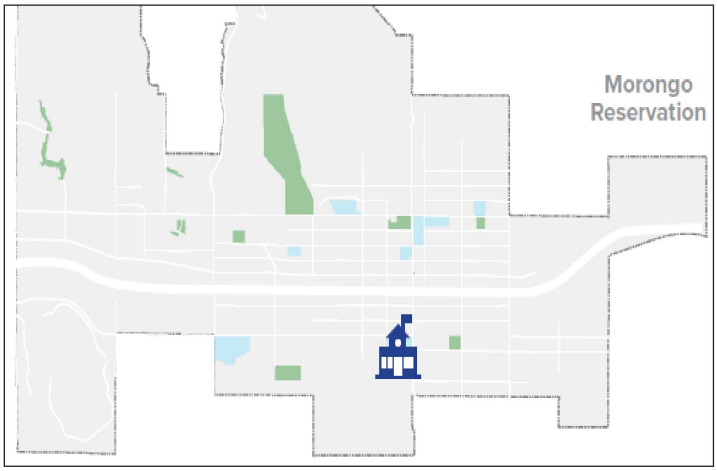
## Propensity Model

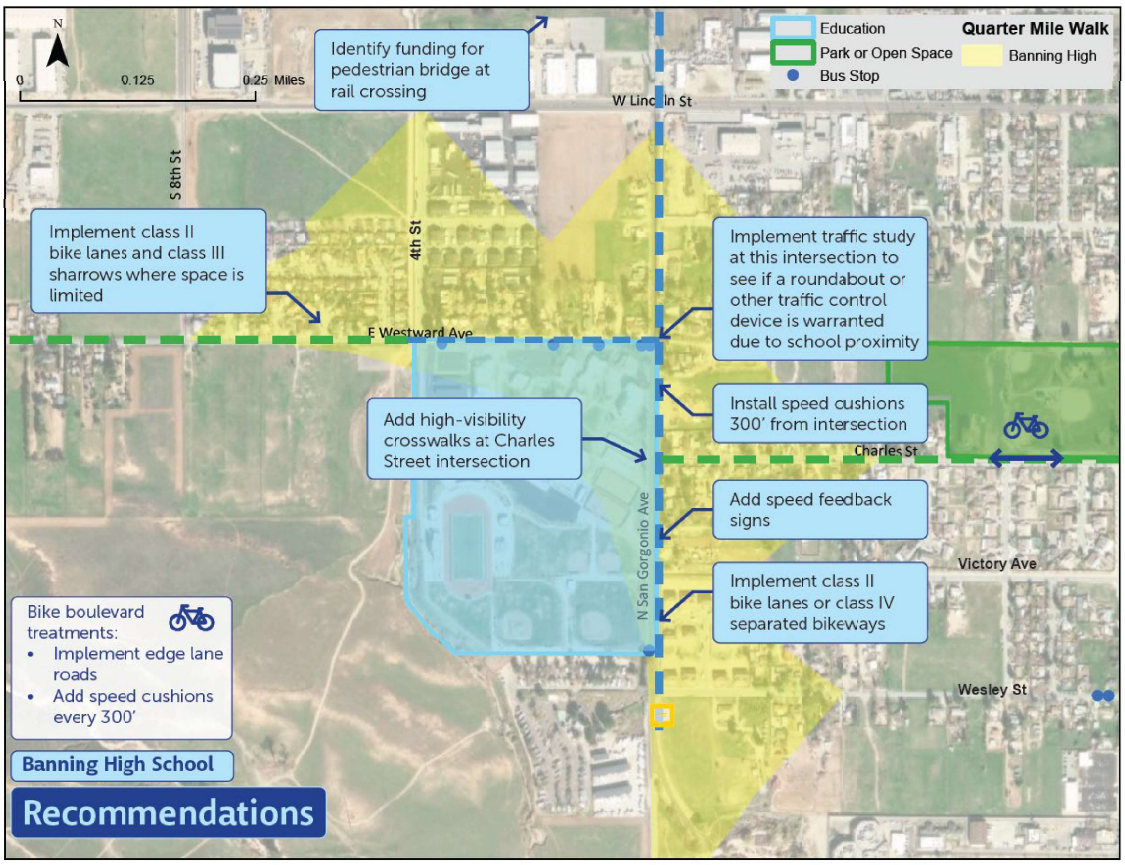


# Safe Routes to School



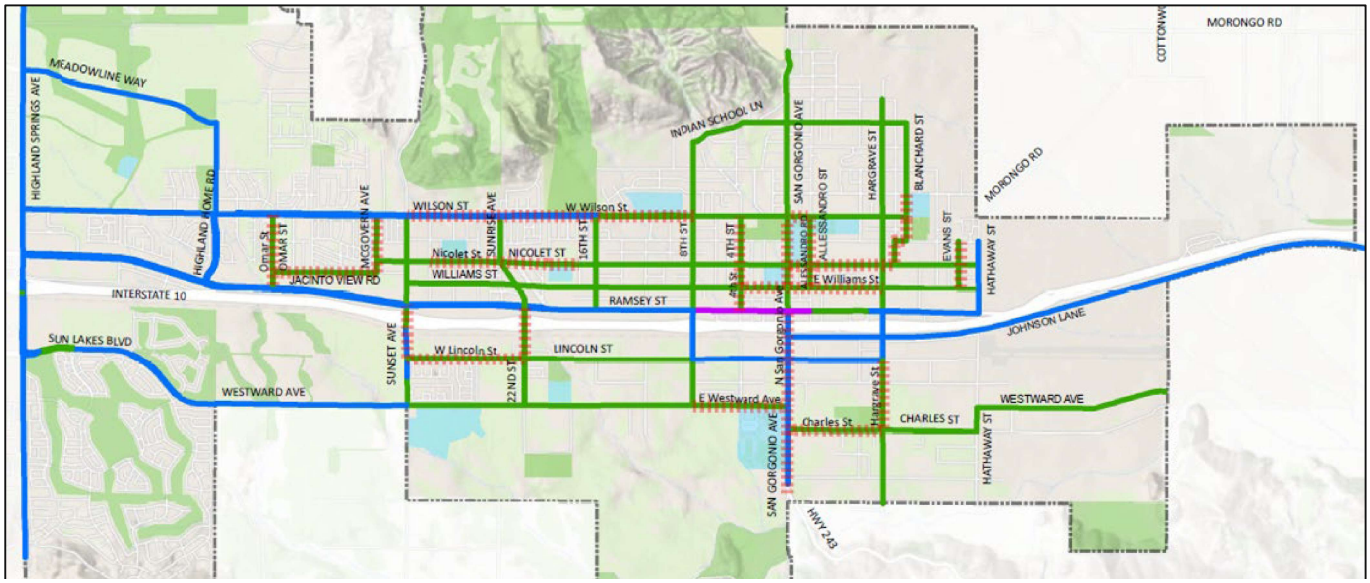

## Banning High School



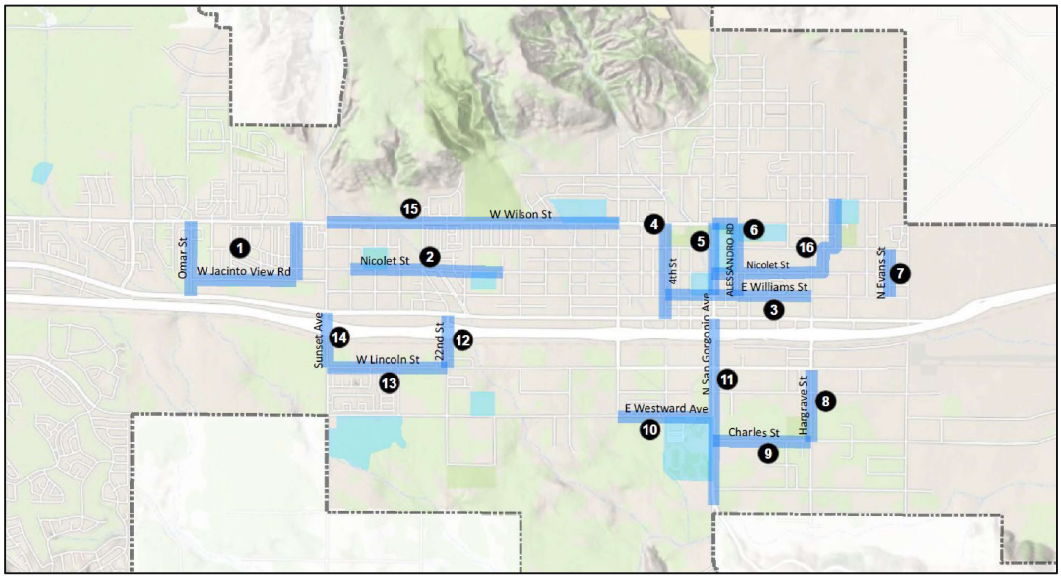



# Priority Project Locations

# Citywide Bike Network




# ATP Priority Projects



# Neighborways

## Treatments: Traffic

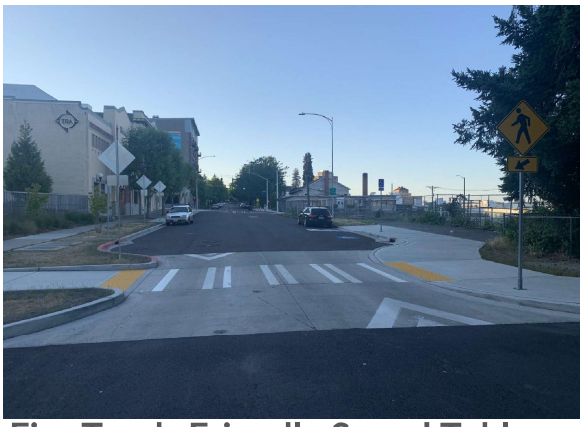



**Fire Truck-Friendly Speed Cushions**

*A gap in the speed cushions allows emergency vehicles to pass through without slowing down.*



**Edge Lane Road Markings**



**Fire Truck-Friendly Speed Table**

*A gentle sloped ramp allows emergency vehicles to pass without slowing down*

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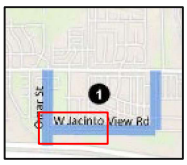
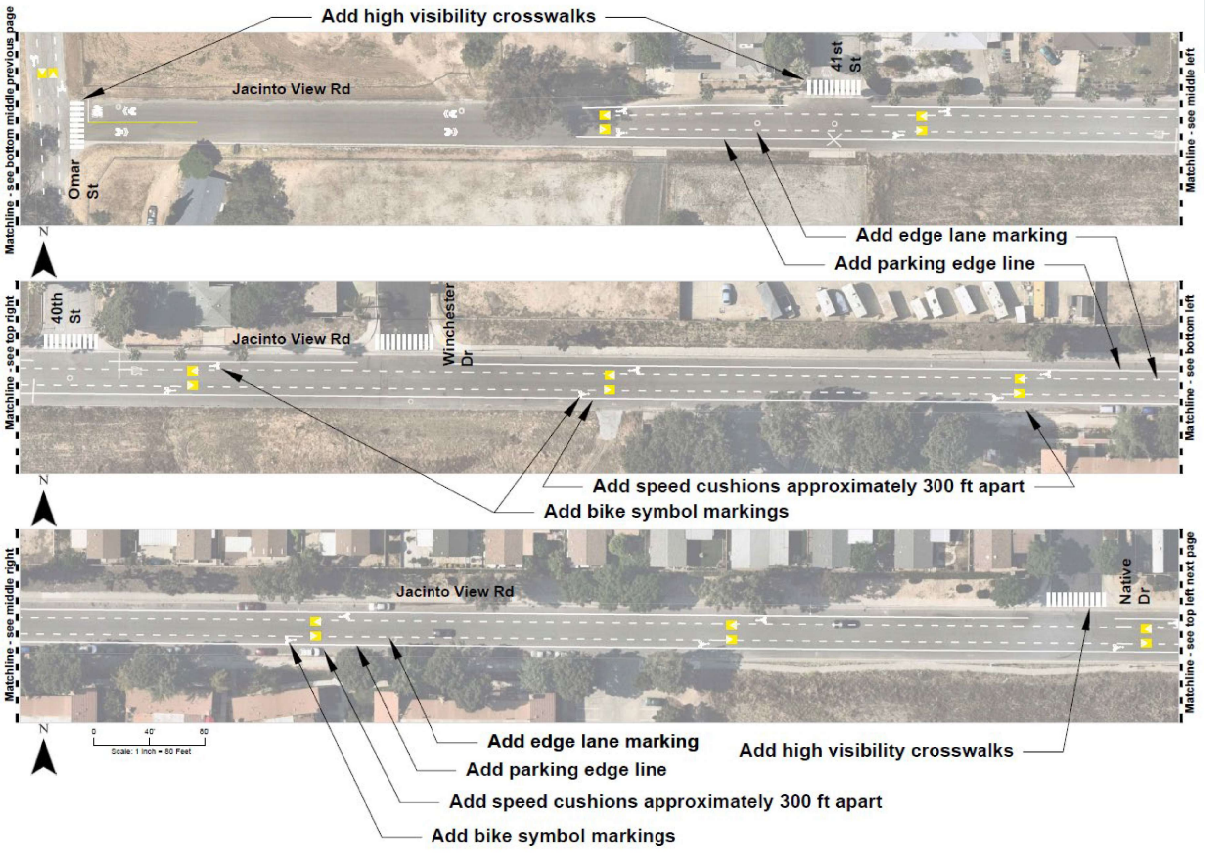
## Jacinto View Road

(neighborway)

Between Omar St. & Native Drive

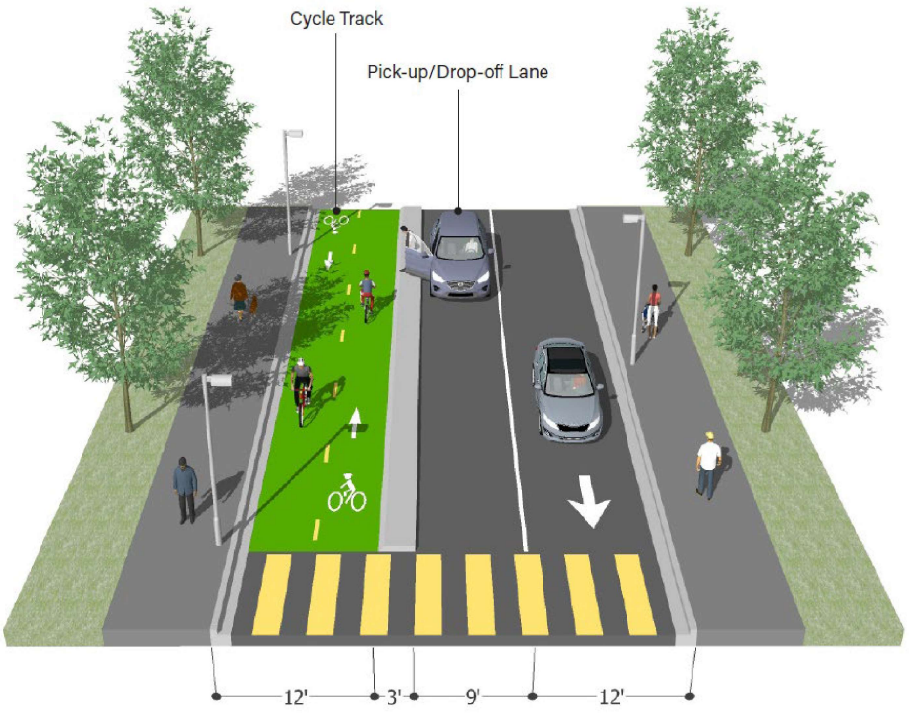





*Concept of the two-way cycle track around Nicolet Middle School*

**San Gorgonio One Way Street -** South towards Williams Street



## Possible Cycle Track Barrier Treatments in Banning

The City of Banning wants your feedback! Place sticky dots on the treatments you like or write your thoughts in the boxes to help guide recommendations in Banning's Active Transportation Plan.



Jersey Barriers



Precast Barrier Curb



Rigid Bollards



Bike Rail

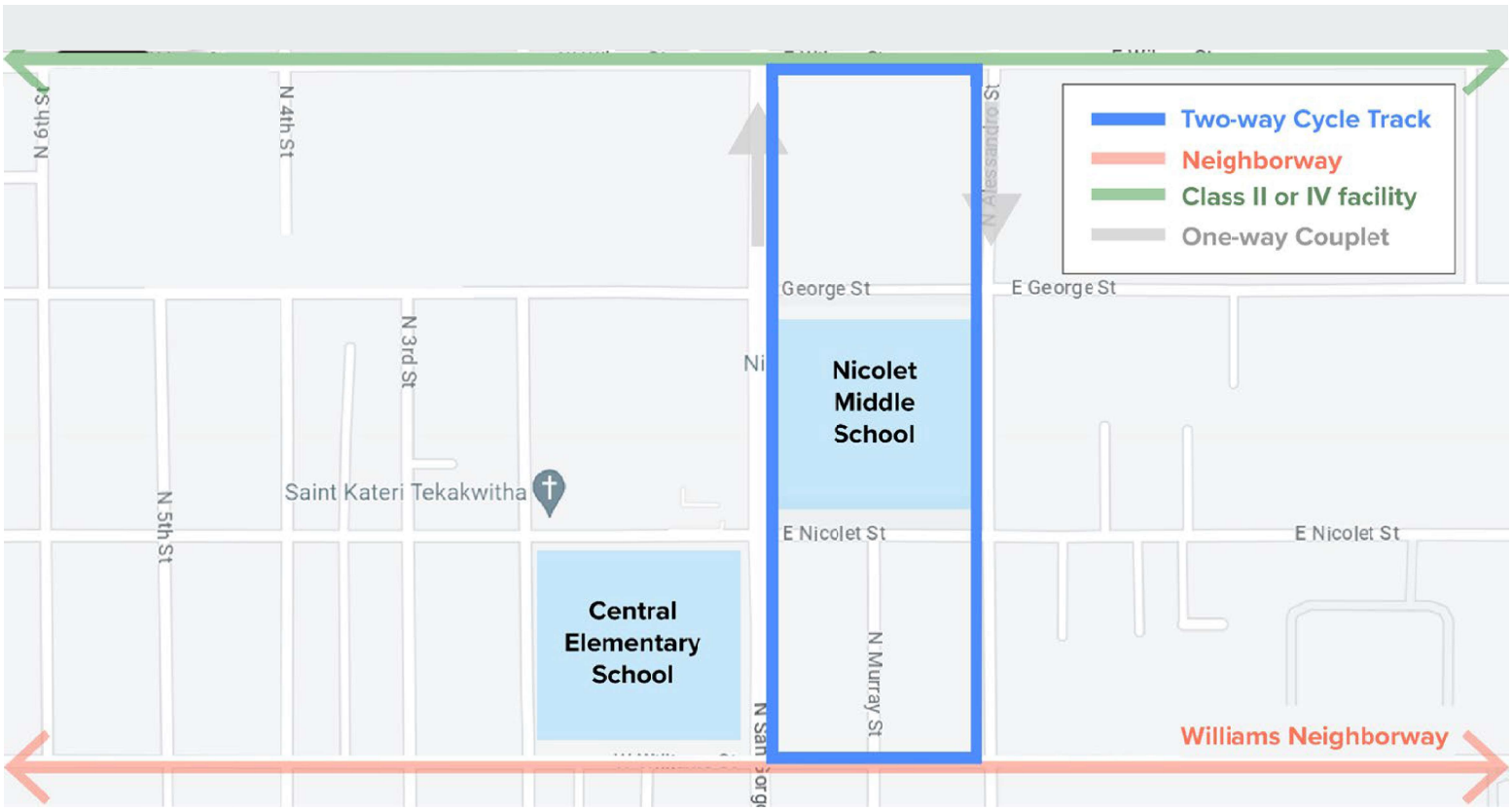


Ribbon Rail



Steel Green Planter

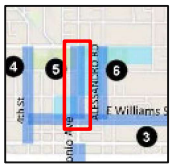


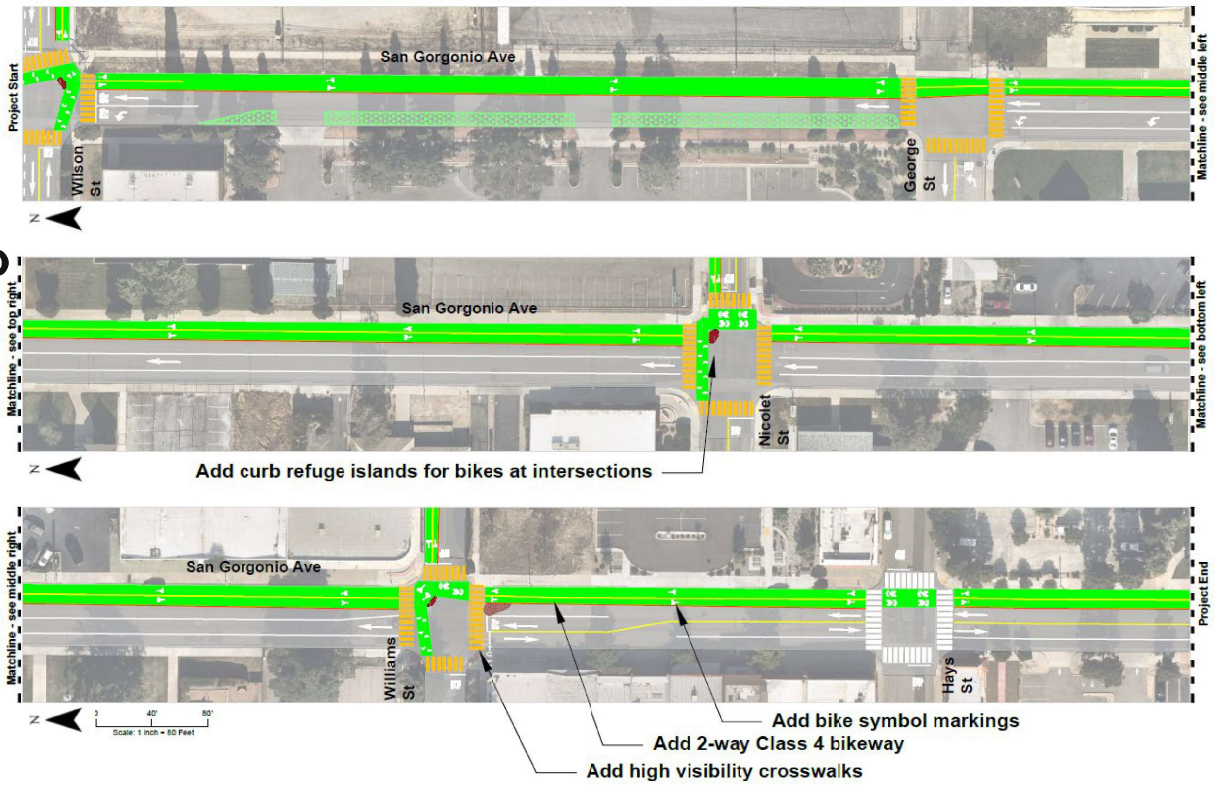


# San Gorgonio Avenue

(one-way couplet)
**NORTHBOUND**

Between Wilson St. & Hayes St.




N

## Thank you!

CITY OF BANNING
ACTIVE TRANSPORTATION PLAN


**KTUA**

Tom Bertulis - tom@ktua.com

Morgen Ruby - morgen@ktua.com

**Circulate**

Octavio Garcia - ogarcia@circulatesd.org

Carlisle Dockery - cdockery@circulatesd.org

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**MINUTES** **6/11/2024**
**CITY COUNCIL** **REGULAR MEETING**

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

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Doug Schulze, City Manager
Laurie Sampson, Assistant City Manager
Serita Young, City Attorney
Caroline Patton, Administrative City Clerk
John Garside, Multimedia Specialist
Art Vela, Director of Public Works
Lincoln Bogard, Administrative Services Director
Emery Papp, Senior Planner

## 1. CALL TO ORDER

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

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

1.2. Pledge of Allegiance – Mayor Sanchez 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 agenda items 6.10 and 7.1.**

Motion by Mayor Sanchez
Seconded by Council Member Happe

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

Motion approved by a vote of 5-0.

## 3. PRESENTATIONS

None

## 4. REPORT ON CLOSED SESSION

Serita Young, City Attorney reported that there was discussion and direction provided to staff, with no final nor reportable action. For item 3.2, the Council was unable to meet and the item was continued.

## 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:

- Kathleen Dale

**Motion to allow the public to speak for 5 minutes on Agenda items 6.10 and 7.1 (related to Banning Point).**

Motion by Council Member Flynn
No second. The motion failed.

- Inge Schuler
- Stuart MacKenzie
- Donald Price
- Jack Gunderson
- Bill Hobbs

5.2. CORRESPONDENCE

14 items of correspondence were received by the City Clerk's Office regarding the Banning Point agenda items 6.10 and 7.1 that were removed under agenda item 2.1.

5.3. APPOINTMENTS

5.3.1. Appoint Two Council Members to the California Public Utilities Commission (CPUC) Local Agency Technical Assistance (LATA) Broadband Feasibility Grant Stakeholders Committee for FY 2024/2025 and 2025/2026

Carla Young, Business Support Manager, presented the staff report.

Public Comment

- Inge Schuler

**Motion to appoint Council Member Mayor Sanchez and Council Member Wallace to the CPUC LATA Broadband Feasibility Grant Stakeholders Ad Hoc Committee for FYs 24-25 and 25-26.**

Motion by Mayor Sanchez
Seconded by Council Member Minjares

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

Motion approved by a vote of 5-0.

5.4. CITY COUNCIL COMMITTEE REPORTS
**Council Member Wallace** reported on a Regional Conservation Authority (RCA) meeting.

**Mayor Pro Tem Minjares** reported on a stormwater draft reporting plan.

**Council Member Flynn** reported on a Western Riverside Council of Governments (WRCOG) meeting.

**Council Member Happe** had no report.

**Mayor Sanchez** had no report.

5.5. CITY MANAGER REPORT
City Manager Schulze reported on a meeting with representatives from the FAA and Hillwood, as well as a recent design charette hosted by the City.

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

5.7. CITY TREASURER REPORT
Treasurer Geronimo reported that next week was the last meeting of the fiscal year for the Budget and Finance Committee.

## 6. CONSENT AGENDA

6.1 Approval of the Meeting Minutes for the May 28, 2024 City Council Meetings
6.2 Consideration of Resolution 2024-78, Calling for the Holding of a General Municipal Election on Tuesday, November 5, 2024 for the Election of Three Members of the City Council to Four Year Terms Representing Districts 1, 2, and 3, and One Member of the City Council Representing District 4 to the Remaining Two Years of

that Term, and for the Election of the At-Large City Clerk and City Treasurer Positions to Four Year Terms, All as Required by the Provisions of the Laws of State of California Relating to General Law Cities and the Banning Municipal Code, and Requesting Consolidation of the General Municipal Election with the Statewide General Election to be Held on the Same Day

6.3 Consideration of Resolution 2024-79, Approving the Purchase of 908 Devices Inc. MX908 Handheld High-Pressure Mass Spectrometer (HPMS)

6.4 Consideration of Resolution 2024-80, Approving a List of Projects to be Funded for Fiscal Year 2024/2025 by SB 1 "The Road Repair and Accountability Act of 2017"

6.5 Consideration of Resolution 2024-81, Approving Amendment No. 4 to the Professional Services Agreement with Mariposa Landscapes, Inc. in the Amount of $148,372 for FY 2024/2025 City Property Landscape Maintenance

6.6 Consideration of Resolution 2024-82, Approving Amendment No. 1 for Professional Services Contract with Engineering Resources of Southern California of Redlands, California in the Amount of $100,000 for Staff Augmentation Services to Fill a Vacant Associate Civil Engineer Position in the Water/Wastewater Division

6.7 Consideration of Resolution No. 2024-83, Approving the Execution of the Low Carbon Transit Operations Program (LCTOP) Three-Year Free Fare Program and Repealing Resolution 2024-68

6.8 Consideration of Resolution 2024-84, Approving the Short Range Transit Plan for Fiscal Year 2024/2025 – 2026/2027 and Authorizing the Submittal of the FY 2024/2025 Funding Claims

6.9 Consideration of Resolutions 2024-85 and 2024-86, Approving Two Memorandum of Understandings (MOU) with International Brotherhood of Electrical Workers (IBEW) General and Utility Units

6.10 ~~Consideration of Resolution 2024-87, a Resolution of the City Council of the City of Banning, California, Setting Aside and Vacating its Previous Approval of Tentative Parcel Map No. 38164, Approval of Design Review 21-7008 and Denial of the Appeal of the Planning Commission's Approval of Design Review 21-7008, and Adoption of an Addendum, All in Connection with the Banning Point Project, Doing so in Compliance with the Peremptory Writ of Mandate that Requires the City Council to Set Aside and Vacate those Decisions, and Rescinding City Council Resolution 2022-14~~ ***Removed under agenda item 2.1.***

6.11 Consideration of Resolution 2024-89, Awarding a Construction Agreement for Project No. 2024-01, "Citywide Street Overlay" to Vance Corporation of Beaumont, CA in the Amount of $1,308,987.71 and Establishing a Total Project Budget of $1,439,886.48 and Rejecting All Other Bids

6.12 Consideration of Resolution 2024-90, Approving Amendment No. 1 to the Custodial Services Agreement with Executive Facilities Services in the Amount of $221,492.44 for FY 2024/2025 Custodial Services at City Facilities

6.13 Consideration of Resolution 2024-91, Awarding Professional Services Agreement to CPS HR Consulting for as needed Executive Recruitment Services

6.14 Consideration of Resolution 2024-92, Approving a Professional Services Agreement with Matrix Consulting Group LTD ("Matrix") for the Comprehensive User Fee and Impact Fee Study in an Amount Not-To-Exceed $96,954.00

6.15 Consideration of Resolution 2024-93, Approving a Sole Source Contract with CASC Engineering and Consulting, Inc. for Consulting Services Associated with the Focused General Plan Update Services for Fiscal Year 2024/2025 in the Amount of $186,485

6.16 Consideration of Resolution 2024-94, Approving a Deposit Agreement for the Sansone Group

6.17 Accept an Easement from Tri Pointe Homes for Electric Utility Purposes on Accessor's Tract Map No. 37389-1, within the Atwell Development for the Maintenance of the City-Owned Electric Distribution System
6.18 Accept the Notice of Completion for Project No. 2020-01EL, Ivy and Stagecoach Substation Construction and Authorize the City Manager to Sign and the City Clerk to Record
6.19 Accept the Notice of Completion for the Electric Substation Equipment Maintenance Testing Project and Authorize the City Manager to Sign and the City Clerk to Record
6.20 Accept the Notice of Completion for the Electric Utility Underground Construction Labor and Equipment Work Project and Authorize the City Manager to Sign and the City Clerk to Record

Public Comment
- Inge Schuler
- Frank Connolly

**Motion to adopt consent agenda items 6.1, 6.3 to 6.9, 6.11 to 6.15, 6.17 to 6.20.**

Motion by Mayor Pro Tem Minjares
Seconded by Council Member Wallace

Motion approved by a vote of:
- 5-0-0 for Items 6.3 to 6.9, 6.12 to 6.15, 6.17 to 6.20; and
- 4-0-1 (Abstained: Minjares) for Items 6.1 and 6.11.

---

6.2. Consideration of Resolution 2024-78, Calling for the Holding of a General Municipal Election on Tuesday, November 5, 2024 for the Election of Three Members of the City Council to Four Year Terms Representing Districts 1, 2, and 3, and One Member of the City Council Representing District 4 to the Remaining Two Years of that Term, and for the Election of the At-Large City Clerk and City Treasurer Positions to Four Year Terms, All as Required by the Provisions of the Laws of State of California Relating to General Law Cities and the Banning Municipal Code, and Requesting Consolidation of the General Municipal Election with the Statewide General Election to be Held on the Same Day

Council Member Flynn spoke on the item.

Public Comments
None

**Motion to adopt Resolution 2024-78.**

Motion by Council Member Flynn
Seconded by Council Member Wallace

| COUNCIL MEMBER | YES | NO | ABSTAIN | RECUSE | ABSENT |
|---|---|---|---|---|---|
| Flynn, Sheri | ✕ | | | | |
| Happe, David | ✕ | | | | |
| Minjares, Rick | ✕ | | | | |

| | |
|---|---|
| Sanchez, Alberto | ✕ |
| Wallace, Colleen | ✕ |

Motion approved by a vote of 5-0.

6.16. Consideration of Resolution 2024-94, Approving a Deposit Agreement for the Sansone Group

Public Comments
None

**Motion to adopt Resolution 2024-94.**

Motion by Council Member Wallace
Seconded by Council Member Flynn

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

Motion approved by a vote of 5-0.

## 7. PUBLIC HEARING(S)

7.1. ~~Consideration of Resolution 2024-88, (1) Approving Tentative Parcel Map No. 38164, Allowing the Subdivision of Approximately 47 Gross Acres of Vacant Land Into Three Parcels; (2) Affirming the Planning Commission's Approval of Design Review No. 21-7008 and Denying an Appeal of that Decision and Permitting the Construction of a Proposed 619,959 Square Foot Industrial Warehouse Building, including 10,000 Square Feet of Office Space and a Combined 34,000 Square Feet of Retail/Commercial Buildings, on Real Property Located within the Boundaries of the Sun Lakes Village North Specific Plan Area (APN: 419-140-057); and (3) Adopting an Addendum under the California Environmental Quality Act (CEQA) and Making Findings in Support Thereof, Including Findings of Consistency with the Certified Environmental Impact Report Prepared for Amendment No. 5 to the Sun Lakes Village North Specific Plan (SCH # 2020029074)~~ ***Removed under agenda item 2.1.***

*Mayor Sanchez announced a recess at 5:54 p.m. The meeting was reconvened at 6:08 p.m.*

## 8. REPORTS OF OFFICERS

8.1. FY 2023-24 Budget-To-Actuals and Preliminary Fiscal Year 2024-25 and Fiscal Year 2025-26 Biennial Budget

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

Public Comment

- Cindy Barrington
- Richard Royce

## 9. DISCUSSION ITEM(S)

None

## 10. ITEMS FOR FUTURE AGENDAS

### 10.1. New Items

1. Closed Session: Information Given to the Council on Lawsuit against the City (Flynn)
2. All Active Lawsuits against the City (Flynn)

### 10.2. Pending Items:

1. Grow Banning (Sanchez)
2. Neighborhood Groups/Identities (Minjares)
3. Update on Community Garden (Flynn)
4. Zencity Contract (Flynn)
5. Zoom Options for Public Meetings (Flynn)
6. Update on 150 E Ramsey Street Exclusive Negotiation Agreement (Flynn)
7. Update on 33 S San Gorgonio Ave Purchase and Sale Agreement (Flynn)
8. Developer Presentation for Sunset Crossroads Project (Flynn)
9. City Manager Evaluation (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 5-0.

The meeting was adjourned at 6:50 p.m.

Minutes Prepared by:

Caroline Patton, Administrative City Clerk

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

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

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**ATTACHMENTS:**

**Exhibit A** – Public Comment Received

# Exhibit A

RECEIVED
JUN 07 2024
City of Banning
City Clerk's Office

**From:** Patricia Norcutt
**Sent:** Friday, June 7, 2024 4:49 PM
**To:** Caroline Patton
**Subject:** Banning Point Project

My parents were residents of Sun Lakes for 30 years until their deaths. They absolutely loved Banning! I am a 16 year resident of Four Seasons in Beaumont. This project affects not only Banning residents but also Beaumont residents along with anyone who frequents Highland Springs. The infrastructure can barely support the traffic now. Adding additional trucks would be a horrendous and disastrous decision. Please vote NO. No warehouses near Albertsons.
Patricia Norcutt

RECEIVED
JUN 10 2024
City of Banning
City Clerk's Office

**From:** Cindy Medley <  >
**Sent:** Monday, June 10, 2024 6:47 PM
**To:** Sandra Calderon; cityclerks; Caroline Patton; Alberto Sanchez; Rick Minjares; Colleen Wallace; David Happe; Sheri Flynn; Doug Schulze; _City Council
**Subject:** Reconsider Banning Point

Hello City Clerk, and City Council Members,

Please vote No to continue with the Banning Point Development. This project will not add any value to Banning. Look at all the vacant warehouses in San Bernardino County, they get built and then sit empty. New warehouses are also being built in Calimesa, Yucaipa and Beaumont that may never be occupied. If they are occupied think what a mess the air quality will be, think about the people with breathing problems such as COPD and asthma, this could be your Grandparents, Parents, Kids or even yourself. Another concern is for all the additional traffic, just what we need more congestion on all our surrounding surface streets. Accidents waiting to happen.
All these warehouses are not going to get the people to spend money in our community if they need to travel to other Cities to find the places they want to shop at, eat at or to receive medical services. People want to purchase homes in a community where they can do these things.
Please reconsider and vote NO on the Banning Point Development. Maybe this would be a good site for Medical offices, Banning has a horrible shortage of Medical Professionals. Something to consider!!

Thank You,
Cindy Medley

Sent from my iPhone

**From:** Anita Chatigny <
**Sent:** Monday, June 10, 2024 1:14 PM
**To:** cityclerks
**Subject:** Letter

RECEIVED
JUN 10 2024
City of Banning
City Clerk's Office

To Whom It May Concern,

I am writing as a concerned citizen of Banning. I am a working professional who moved to Banning approximately 5 years ago. I moved with the promise of spending my retirement in a community built upon City leadership that would support my health and well-being.

I have watched with dread as the City has taken a blind eye to responsible city planning. Even with legal issues that bring the council to revisit the Banning Pointe project, I am still not convinced that Banning City Council will act in its citizens' best interests.

The question before you is simple: How many lives is the City of Banning willing to sacrifice for the promise of money?

I want to believe in this City Council and its ability to revisit the Banning Pointe initiative with a fresh viewpoint. As much as I hate to consider this, I am prepared to move from this community if the actions of the council do not demonstrate the care/concern for its senior citizens as I once envisioned. I wonder how many others there are that feel the same.

I want to keep my tax dollars here and to work in partnership with the City Council. Please demonstrate by your vote your commitment to partner with me.

Sincerely yours,
(Electronically signed)
Anita Lara Chatigny, Ph.D.

Sent from my iPad

RECEIVED
JUN 10 2024
City of Banning
City Clerk's Office

**From:** Kathleen Dale <  >
**Sent:** Monday, June 10, 2024 2:24 PM
**To:** cityclerks; Caroline Patton; Doug Schulze
**Cc:** Sheri Flynn; Rick Minjares; Colleen Wallace; Alberto Sanchez; David Happe
**Subject:** Re: 6/11/24 City Council Meeting - Agenda Items 6.10 and 7.1 (Substantive Content Missing)

Just in case - correcting my time warp reference in the original subject line.

Kathy

On Monday, June 10, 2024 at 02:20:17 PM PDT, Kathleen Dale <kdalenmn@aol.com> wrote:

Good afternoon - in reviewing the posted agenda packet yesterday, serious omissions in the back-up material became evident.

1. Neither report includes a location exhibit or any exhibits identifying the proposed project.

2. The only attachment to the report for Item 6.10 is the proposed three-page resolution to rescind the prior approval. The body of the report does not refer to inclusion of a copy of the resolution being rescinded, the resolution to be rescinded is not listed as an attachment, and the resolution to be rescinded is not otherwise present or linked.

3. The report for item 7.1 includes two attachments, the proposed approval resolution and Exhibit A to that resolution (the conditions of approval). The body of the report refers to additional attachments that are not listed at the end of the report, and that are not otherwise present or linked (project exhibits noted at the end of the APPEALS OF THE PLANNING COMMISSION'S DECISION AND HEARING DATES section, public comments noted in the ADDITIONAL PUBLIC COMMUNICATIONS section, the December 1, 2021 Planning Commission packet noted in the JUSTIFICATION section, and the Planning Commission approval resolution noted in the PLANNING COMMISSION ACTION section).

4. There is no supporting content for Item 7.1 related to the proposed CEQA action (e.g., the Addendum, supporting technical reports, or mitigation monitoring program).

These are serious omissions of substantive content necessary for the public to provide informed comment and for the decision-makers to make an informed decision.

I trust that these items will be pulled from the agenda for Tuesday's meeting.

Respectfully,

Kathleen Dale

RECEIVED
JUN 10 2024
City of Banning
City Clerk's Office

**From:** Stuart <
**Sent:** Monday, June 10, 2024 1:04 PM
**To:** Alberto Sanchez; rminhares@banningca.gov; Sheri Flynn; Colleen Wallace
**Cc:** City Manager; Laurie Sampson
**Subject:** Transit and Business Center of the Pass
**Attachments:** Transit and Business Center of the Pass copy.pages

1. Alberto Sanchez, Mayor,
2. Rick Minhares, Mayor Pro Tem,
3. Sheri Flynn, Council Member,
4. David Happe, Council Member,
5. Colleen Wallace, Council Member.

Cc: Doug Schulze, City Manager,
Cc: Laurie Sampson, Assistant City Manager.

Enclosure: Letter to Banning Planning Commission, 2024-06-05

This is a proposal asking you to consider better use of the so-called Banning Point area in west Banning. Establish a Transit Center to serve as a station for the Coachella Valley - San Gorgonio Pass Rail Corridor service, better known as Coachella Valley Rail, with passenger service between Los Angeles and Indio.

The current proposal for a warehouse and the accompanying big truck traffic and diesel fumes and particles do not belong in a residential zone. It conflicts with Banning's stated desire to adopt a "Blue Zone" status for the health and welfare of all residents.

This land is an opportunity for Banning to plan for the positive and healthful future of the People of Banning and the Pass Area.

This proposal is a challenge to the developer of the proposed warehouse to build something beneficial to the People of the Pass. If the developer cannot do this, the developer does not belong in California.

Assistant City Manager: Please pass this on to Council Member Happe who did not list an email in his City Bio.

Thank you,

Stuart MacKenzie
Banning, California 92220

RECEIVED
JUN 10 2024
City of Banning
City Clerk's Office

**From:** bruano <
**Sent:** Monday, June 10, 2024 1:17 PM
**To:** Laurie Sampson; Alberto Sanchez; rminares@banningca.gov; Colleen Wallace; David Happe; Sheri Flynn
**Cc:** bruano@aol.com
**Subject:** Banning Point Warehouse Project

Council Members,

Please vote no against the Banning Point Warehouse project. I have been a SunLakes resident for 6 years. I am involved in the Banning community, not only in Sun Lakes. My career took me to many cities/states over the years but Banning is the place I want to spend my senior years. The warehouse would severly dampen the joy of living here. The truck traffic, more traffic jams, dirty air are all hazardous for all residence of Banning but even more for the elderly. Again, please vote NO to warehouses next to the residential areas.

Respectfully,
Bess Ruano
Banning Resident
1539 Faireway Oaks Ave.
Banning CA

Sent from my Verizon, Samsung Galaxy smartphone

To whom it May Concern and City Clerk, 6/4/24

RE: Banning Point Warehouse Review
Public Hearing June 11, 2024

- Most cities have laws against odors, noise, harmful pollutants, gas, chemicals and so does Banning. The City of Banning has violated air quality regulations and has paid a hefty fine in the past.
- Science tells us exhaust such as trucks idling and just driving have carbon dioxide that traps heat in the atmosphere and creates more global warming.
- Being repeatedly exposed to concentrated exhaust from gas or diesel fuiled vehicles has huge effects on our health such as asthma, reduced lung capacity, makes us more susceptible to respiratory illnesses.
- Businesses should be concerned about being good neighbors and "set up shop" in appropriate areas.
- If the city of Banning doesn't allow chickens, ducks roosters in the City, why would we have noise pollution 24/7 from warehouses and trucks and traffic?
- Please vacate all prior approvals.

Respectfully, Patricia Syre 1212 Laguna Seca

Patricia Syre
1212 Laguna Seca Ct
Banning CA 92220-5419

'24 JUN 6 9:09AM

RECEIVED
JUN 06 2024
City of Banning
City Clerk's Office

City Clerk
City of Banning
99 E. Ramsey St.
Banning CA 92220

**From:** Sheets Family < >
**Sent:** Wednesday, June 5, 2024 2:46 PM
**To:** cityclerks
**Subject:** No Warehouse

RECEIVED
JUN 05 2024
City of Banning
City Clerk's Office

Please reconsider approving the warehouse on Sun Lakes Blvd. Having trucks running day & night is not only a health risk to seniors in Sun Lakes & The Lakes but also a traffic nightmare. A warehouse does not belong in a quiet residential area.

Please note the error of the environment study which was done during the Covid lockdown when traffic wasn't an issue.

It makes more sense to put in a warehouse in downtown Banning where there are no homes.

Concerned senior residents,

Bob & Nancy Sheets

FROM THE
RESIDENTS OF
SUN LAKES COUNTRY CLUB.

David Gartzke

RECEIVED
JUN 05 2024
City of Banning
City Clerk's Office

---

On June 5, 2024, Ms. Gartzke submitted signed "petition" sheets to the City Clerk's Office.

**1,007 sheets of the attached notice were received.**

Caroline Patton

To: The Banning City Council

The residents of Sun Lakes Country Club chose to move into the community because it met the needs of these residents who were entering the latter stages of their life. The surrounding community offered a slower pace of life with adequate resources for their everyday needs. The air quality was good. The traffic was moderate. The neighbors were nice. The city was looking after the public health, safety, and welfare of its citizens and the community.

This approach to choosing where you live is likely not so different from how some members of the City Council choose the homes they live in. They want a safe, clean neighborhood with a quality school close to home for their children and not too far from work. We ask the Council: If your children's school is shut down or there was a factory constructed across the street from the school that produced constant fumes and noise surrounding the playground, would you consider re-locating to another neighborhood? As a person who is 30 to 50 years younger than most Sun Lakes residents, you have the option to re-locate.

We, in Sun Lakes, are not in our prime earning years and our options are limited due to health issues and reduced income. We ask the City Council to delay any vote on the Banning Point Project until after they take into consideration that Sun Lakes Country Club alone represents nearly 20 percent of Banning's total residential population, and this population is going to be negatively affected by the development of the Banning Point Project for the rest of their natural lives.

We ask the Banning City Council to also take into consideration that the City is still looking for land to develop low density and/or medium density housing. A small apartment complex built to house our own Banning seniors whose income would not allow them to purchase or rent homes in Sun Lakes would be a godsend to many. The City is also trying to encourage the re-opening of a new Department of Motor Vehicles building. With so many seniors within a two- or three-mile radius of this property, a medical facility providing medical specialists would be well supported. A facility like this would bring residents from many of the surrounding cities to take advantage of Banning's Specialist facility. Any of these options could be developed on the Banning Point 47 acres. Consider promoting and soliciting developers for these types of projects. Allow the current developer to re-locate to an area farther away from existing, mature developments designed to house seniors, and allow the current developer to negotiate with the owners of one of the many empty warehouses already collecting dust.

*PRINT YOUR NAME* *SIGN YOUR NAME* *STREET ADDRESS* *DATE*

# THE BANNING POINT WAREHOUSE FIGHT CONTINUES

The Judge ruled that the current Banning City Council must reconsider the Banning Point Project. That means that any individual concerned that construction of a 620,000 square foot warehouse with its associated traffic and pollution would be detrimental to the surrounding community still has an opportunity to let their voice be heard before the Council conducts another vote on the project.

The attached document has been created to inform the City Council of the residents' concerns and to request that the Council delay any vote on the Banning Point Project until after taking into consideration that Sun Lakes Country Club alone represents nearly 20 percent of Banning's total residential population, and this population is going to be negatively affected by the development of the project for the rest of their natural lives.

If you would like to add your name to the list of Sun Lakes residents who want to be heard before it is too late, please print your name, sign your name, provide your street address, and give the date you signed the document. Return the signed document to your District Delegate as soon as possible (3 to 5 days). We want to let the City Council members understand that we are still opposed to this warehouse project, but we must speak up BEFORE they take another vote.

Thank you,

Dorrie Gartzke, SLCC Recycle Project

From: Fran Matzen <  >
Sent: Wednesday, June 5, 2024 6:22 AM
To: Sandra Calderon <scalderon@banningca.gov>
Subject: Banning Point

RECEIVED
JUN 05 2024
City of Banning
City Clerk's Office

Dear Banning city officials,

Thank you for listening to your constituents. Please DO NOT APPROVE the Banning Point warehouse project.

As I am sure you are aware, there are over 3,000 residents living in close proximity to the proposed project. Studies have shown the ill effects warehouse projects can have on the health of those living nearby.

Also, traffic in the general area is already bad. We don't need truck traffic added to the mix. Have you ever tried exiting the eastbound I10 in the late afternoon? We often are on the shoulder well west of the exit, sometimes just barely able to get in the line that is backed up almost to the Pennsylvania Avenue on-ramp. Please don't add truck traffic to this. In addition,the street traffic on Highland Springs south of the freeway to Sun Lakes Boulevard is already quite congested.

Please consider those who elected you when you vote.

Thank you,

Frances Matzen
5652 Lopez Way
Banning, CA 92220

From: Shirley Dills <
Sent: Wednesday, June 5, 2024 8:55 AM
To: Sandra Calderon <scalderon@banningca.gov>
Subject: Banning Point

RECEIVED
JUN 05 2024
City of Banning
City Clerk's Office

I am writing to you to reconsider your approval of the Banning Point.
I have lived here in Sun Lakes for 20 years and considered this my last home here in Banning.
I have a great life here in Banning, but that is threatened now due to Traffic from big rigs blocking streets that we must use. Sun Lakes through the Mello Roos paid out of our pocket for the Highland Springs underpass so we could have fast access to San Gorgonio Hospital.
This is now, due to the approval of Banning Point being approved, a real life threat to many here in Sun Lakes.
We have paid our taxes and are a large part of the City of Banning.
I'm a Senior, age 84 at the present time and am very concerned about the quality of the enviornment, and air quality which would undoubtedly be affected by a warehouse so close to my home.

I'm requesting you to reconsider at the June 11, 2024 meeting.

If this was your Mother what would your choice be?

Thank You
Shirley J Dills
Sent from my iPhone

**From:** Raymond Reddig
**Sent:** Tuesday, June 4, 2024 9:18 AM
**To:** cityclerks
**Subject:** BANNING POINT

RECEIVED
JUN 04 2024
City of Banning
City Clerk's Office

As a citizen of Banning I object to the Banning point project 98rayroad@gmail.com

RECEIVED
MAY 22 2024
City of Banning
City Clerk's Office

**From:** Barbara Jesus
**Sent:** Wednesday, May 22, 2024 12:04 PM
**To:** Sandra Calderon <scalderon@banningca.gov>
**Subject:** Public Hearing May 28, 2024 Review 21-7008 ETC

**We submit some of these links to support why these trucking operations should not be put near our residential communities.**

Minority Population means any readily identifiable groups of minority persons who live in geographic proximity, and if circumstances warrant, geographically dispersed/transient persons who will be similarly affected by a proposed USDOT program, policy or activity. • Low-Income means a person whose median household income is at or below the Department of Health and Human Services poverty guidelines. • Low-Income Population means any readily identifiable group of low-income persons who live in geographic proximity, and, if circumstances warrant, geographically dispersed/transient persons who will be similarly affected by a proposed USDOT program, policy or activity. Besides the minority and low-income populations, **elderly people** and children are particularly vulnerable to potential health impacts brought by freight. In this analysis, these populations are defined as below: • **The Elderly Population refers to the people that are 65 years and older. • Children refers to the people who are under 10 years of age.**

https://www.ehn.org/diesel-truck-air-pollution-2655321340.html

EHN

## Diesel trucks are causing environmental injustice across US cities

Low-income people of color in the U.S. are exposed to 28% more nitrogen dioxide ($NO_2$) in the air they breathe compared to their wealthier white counterparts, a new study using satellite measurements reports.

www.ehn.org

https://www.edf.org/media/edf-report-air-pollution-warehouse-trucks-places-unequal-burden-communities-color-and-areas




https://envhealthcenters.usc.edu/wp-content/uploads/2016/11/Driving-Harm.pdf

Barbara and Jay Jesus -909-915-4320

**LuAnn Green**

RECEIVED
MAY 24 2024
City of Banning
City Clerk's Office

April 20, 2024

Mayor - Alberto Sanchez

Mayor Pro Tem. - Rick Minjares

Council Member – Sheri Flynn; David Happe; Collen Wallace

Topic – Banning Point Project

Before you make a decision a new Traffic and Safety Study is necessary. It should be conducted at various times of day. If one was performed it was conducted at the wrong time of day. Anyone that has driven on Highland Springs both North & South of the 10 freeway will tell you it is a congested mess at peak hours and on weekends. Adding even more 18 wheelers to the this area would be a dangerous nightmare. Someone should ask the Highway Patrol (located right on Highland Springs) for their input.

Please think this through. Thank you,

LuAnn M. Green

2445 Birdie Drive, Banning, Ca 92220

To: The Banning City Council BANNING POINT PROJECT

The residents of Sun Lakes Country Club chose to move into the community because it met the needs of these residents who were entering the latter stages of their life. The surrounding community offered a slower pace of life with adequate resources for their everyday needs. The air quality was good. The traffic was moderate. The neighbors were nice. The city was looking after the public health, safety, and welfare of its citizens and the community.

This approach to choosing where you live is likely not so different from how some members of the City Council choose the homes they live in. They want a safe, clean neighborhood with a quality school close to home for their children and not too far from work. We ask the Council: If your children's school is shut down or there was a factory constructed across the street from the school that produced constant fumes and noise surrounding the playground, would you consider re-locating to another neighborhood? As a person who is 30 to 50 years younger than most Sun Lakes residents, you have the option to re-locate.

We, in Sun Lakes, are not in our prime earning years and our options are limited due to health issues and reduced income. We ask the City Council to delay any vote on the Banning Point Project until after they take into consideration that Sun Lakes Country Club alone represents nearly 20 percent of Banning's total residential population, and this population is going to be negatively affected by the development of the Banning Point Project for the rest of their natural lives.

We ask the Banning City Council to also take into consideration that the City is still looking for land to develop low density and/or medium density housing. A small apartment complex built to house our own Banning seniors whose income would not allow them to purchase or rent homes in Sun Lakes would be a godsend to many. The City is also trying to encourage the re-opening of a new Department of Motor Vehicles building. With so many seniors within a two- or three-mile radius of this property, a medical facility providing medical specialists would be well supported. A facility like this would bring residents from many of the surrounding cities to take advantage of Banning's Specialist facility. Any of these options could be developed on the Banning Point 47 acres. Consider promoting and soliciting developers for these types of projects. Allow the current developer to re-locate to an area farther away from existing, mature developments designed to house seniors, and allow the current developer to negotiate with the owners of one of the many empty warehouses already collecting dust.

| *PRINT YOUR NAME* | *SIGN YOUR NAME* | *STREET ADDRESS* | *DATE* |
|---|---|---|---|
| LUANN M. GREEN | | 2445 BIDDIE DR | APRIL 20, 2024 |
| | | | |

L. GREEN
2445 BIRDIE DR
BANNING, CA. 92220

SN BERNARDINO CA 923
22 APR 2024 PM 4 L

ALBERTO SANCHEZ- COUNCIL
BANNING CITY HALL
99 E. RAMSEY ST.
BANNING, CA. 92220

92220-483799

**CITY OF BANNING**
**STAFF REPORT**

**TO:** **CITY COUNCIL**

**FROM:** **Douglas Schulze, City Manager**

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

**MEETING DATE:** **June 25, 2024**

**SUBJECT:** **Receive and File Accounts Payable and Payroll Warrants Issued in the Month of May 2024**

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**RECOMMENDATION:**

Receive and file the warrants for period ending May 31, 2024, per California Government Code Section 37208.

**BACKGROUND:**

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

**JUSTIFICATION:**

| Description | Payment # | Amount | Total Amount |
|---|---|---|---|
| **Checks:** | | | |
| Checks Issued During Month | 191229-191587 | $4,381,726.15 | |
| Voided/Reissue Check | | $ 67,500.29 | |
| **Check Total** | | | **$4,314,225.86** |
| | | | |
| **Wires Total** | 1142-1144 | | **$3,335,197.78** |
| | | | |
| **ACH Payments:** | 9007875-9007904 | | |
| Payroll Direct Deposit | 05/03/2024 | $ 676,632.86 | |
| Payroll Direct Deposit | 05/17/2024 | $ 621,760.64 | |
| Payroll Direct Deposit | 05/31/2024 | $ 626,607.86 | |
| Other Payments | | $1,136,725.20 | |
| **ACH Total** | | | **$3,061,726.56** |
| | | | |
| **Payroll Checks:** | 13466-13519 | | |
| Payroll-Regular | 05/03/2024 | $ 3,695.22 | |
| Payroll-Regular | 05/17/2024 | $ 4,282.98 | |
| Payroll-Regular | 05/31/2024 | $ 5,355.65 | |
| **Payroll Check Total** | | | **$ 13,333.85** |
| | | | |

| | | | |
|---|---|---|---|
| **Total Warrants Issued for May 2024** | | | **$10,724,484.05** |

**FISCAL IMPACT:**

No fiscal impact.

**ALTERNATIVES:**

Receive and file the warrants for period ending May 31, 2024.

**ATTACHMENTS:**

1. Attachment 1 - Fund List_Updated 10.11.23.pdf
2. Attachment 2-Warrant Report May 2024.pdf
3. Attachment 3-Warrant Report Detail May 2024.pdf
4. Attachment 4-Void Check Log, Payroll Log and Payroll Registers.pdf

# Budget Processes, Policies & Fund Structure

The following depicts the City's budgeted funds and how they fit in the organization for budget and accounting purposes. Note that departments in the General Fund may also have budget responsibility for other funds.

## Appropriated Funds

**Black = Major - Blue = Non-Major - Red = Retired Funds FY 20-21**

| Governmental Funds | | | Proprietary Funds | | | Fiduciary Funds | |
|---|---|---|---|---|---|---|---|
| General Fund | Special Revenue Funds | Capital Improvement Funds | Enterprise Funds | Enterprise Funds-BUA | Internal Service Funds | Sucessor Agency Funds | Agency Funds |
| General Fund (001) Departments | (002) Developer Deposit | (400) Police Facilities Development | (670) Electric Fund | (660) Water | (702) Fleet Maintenance | (805) Redevelopment Obligation-Retirement | (221) ATWEL #2020-02 CFD |
| - (1000) City Council | (005) Successor Agency Admin | (410) Fire Facilities Development | - (7000) Electric | (661) Water Capital Facilities | (700) Risk Management | (810) Sucessor Housing Agency | (360) Sun Lakes CFD #86-1 |
| - (1200) City Manager | (100) Gas Tax Street | (420) Traffic Control Facility | - (7010) Generation & Trans. | (662) Irrigation Water Fund | - (5020) Workers Compensation | (830) Debt Service Successor Agncy | (365) Wilson Street #91-1 AD |
| - (1210) Economic Development | (101) Measure A Street | (421) Ramsey/Highland Signal | (672) Rate Stability/Debt Service Reserve | (663) BUA Water Capital Project | - (5030) Unemployment Insur. | (840) Bond Exp. Agreement - | (370) Area Police Computer |
| - (1220) Public Information | (102) RMRA (SB1) Gas Tax | (430) General Facilities | (673) Electric Improvement | (669) BUA Water Debt Service | - (5040) Liability Insurance | (BEA) Project | (375 Fair Oaks #2004-01-AD |
| - (1300) Human Resources | (103) SB 300 Street | (444) Wilson Median Fund | (674) Electric Revenue Bond Project | | - (5300) City Attorney | (841) Bond Exp. Agreement - | (376) Cameo Homes |
| - (1400) City Clerk | (104) Article 3 Sidewalk | (451) Park Development Fund | (675) Public Benefit | (680) Wastewater | (703) Information Systems Services | (BEA) Low/Mod | |
| - (1500) Elections | (110) CDBG | (470) Capital Improvement | (678) Electric Revenue Bond Debt Service | (681) Wastewater Capital Facility | (704) Building Maintenance | | |
| - (1800) City Attorney | (111) Landscape Maintenance | (475) Fair Oaks #2004-01-AD | | (682) Wastewater Tertiary | (705) Support Services | | |
| - (1900) Fiscal Services | (132) Air Quality Improvement | | (600) Airport Fund | (683) BUA Wastewater Capital Project | (761) Utility Billing Admin. | | |
| - (1910) Purchasing & AP | (140) Asset Forfeiture/Police | | (610) Transit Fund | (685) State Revolving Loan | - (3100) Account & Collections | | |
| - (2060) TV Government Access | (148) Supplemental Law-Enforcement | | - (5800) Fixed Route | (689) BUA Wastewater Debt Service | - (3110) Meter Reading | | |
| - (2200) Police | (150) State Park Bond | | - (5850) Dial A Ride | | | | |
| - (2210) Dispatch | (190) Housing Authority | | (690) Refuse Fund | | | | |
| - (2300) Animal Control | (200) Special Donation | | | | | | |
| - (2400) Fire | (201) Sr. Center Activities | | | | | | |
| - (2700) Building Safety | (202) Animal Control Reserve | | | | | | |
| - (2740) Code Enforcement | (203) Police Volunteer | | | | | | |
| - (2800) Planning | (222) Federal Funds | | | | | | |
| - (3000) Engineering | (300) City Administration-COP Debt Service | | | | | | |
| - (3200) Building Maintenance | | | | | | | |
| - (3600) Parks | | | | | | | |
| - (4000) Recreation | | | | | | | |
| - (4010) Aquatics | | | | | | | |
| - (4020) Day care | | | | | | | |
| - (4050) Senior Center | | | | | | | |
| - (4060) Sr. Advisory Board | | | | | | | |
| - (4500) Central Services | | | | | | | |
| - (4800) Debt Service | | | | | | | |
| - (5400) Community Enhancement | | | | | | | |

# City of Banning
## Warrant List May 2024

| Warrant Number | Vendor Name | Warrant Amount |
|---|---|---|
| 1142 | U.S. BANK | 1,911,521.88 |
| 1143 | RIVERSIDE PUBLIC UTILITIES | 1,423,175.90 |
| 1144 | FIRST AMERICAN TITLE COMPANY | 500.00 |
| 191229 | ABS FACILITY SERVICES INC | 1,033.41 |
| 191230 | ALBERT A. WEBB ASSOCIATES | 62,672.88 |
| 191231 | ALBRIGHT, DILLON | 98.00 |
| 191232 | ALBRIGHT, DILLON | 2,070.16 |
| 191233 | ALL STAR ELITE SPORTS | 954.91 |
| 191234 | AMAZON BUSINESS | 3,642.84 |
| 191235 | AMERICAN FORENSIC NURSES | 459.54 |
| 191236 | ASBURY ENVIRONMENTAL SERVICES DBA | 70.00 |
| 191237 | AURIGA CORPORATION | 8,220.00 |
| 191238 | BANNING VETERINARY HOSPITAL | 577.00 |
| 191239 | BEAUMONT DO IT BEST HOME CENTER | 720.89 |
| 191240 | BEAUMONT SAFE & LOCK | 262.72 |
| 191241 | BIO-TOX LABORATORIES | 647.00 |
| 191242 | BUDD-FALEN LAW OFFICES, LLC. | 4,060.00 |
| 191243 | BURLINGTON SAFETY LABORATORY | 1,513.50 |
| 191244 | BUSINESS TELECOMMUNICATION | 1,170.00 |
| 191245 | CALIFORNIA WATER EFFICIENCY PARTNER | 3,450.00 |
| 191246 | CASC ENGINEERING AND CONSULTING INC | 10,512.50 |
| 191247 | CDW GOVERNMENT, INC | 1,850.84 |
| 191248 | CELL BUSINESS EQUIP-LEASING | 1,643.00 |
| 191249 | CELL BUSINESS EQUIPMENT (CBE) | 146.04 |
| 191250 | CINTAS CORPORATION | 452.28 |
| 191251 | CITY OF BANNING (BNG) | 580.77 |
| 191252 | CITY OF BANNING TRANSIT | 14,400.00 |
| 191253 | CITY OF BANNING UTILITIES OPV | 1,045.81 |
| 191254 | CYBERTEK COMPUTER & NETWORKING SVCS | 35,100.00 |
| 191255 | DIAMOND HILLS CHEVROLET BUICK GMC | 74.95 |
| 191256 | ELECTROMARK COMPANY | 536.92 |
| 191257 | FRONTIER COMMUNICATIONS | 1,478.88 |
| 191258 | GAS COMPANY, THE | 1,589.70 |
| 191259 | GREEN DREAM INTERNATIONAL LLC | 374.50 |
| 191260 | GSI ENVIRONMENTAL INC | 4,950.00 |
| 191261 | HAZEN AND SAWYER | 59,947.50 |
| 191262 | HOME DEPOT #8987 | 530.71 |
| 191263 | IBEW LOCAL 47 RETIREE MEDICAL TRUST | 3,038.87 |
| 191264 | IRON MOUNTAIN INFORMATION MGMT, LLC | 143.51 |
| 191265 | LIT WORKSHOP INC | 36,670.00 |
| 191266 | MC AVOY & MARKHAM | 396,829.84 |
| 191267 | NOR-CAL PUMP & WELL DRILLING INC | 448,951.09 |
| 191268 | O'REILLY AUTO PARTS | 5.70 |
| 191269 | PACKHAM & TOOMEY, INC | 125.00 |
| 191270 | PARS | 265.50 |
| 191271 | PARTS AUTHORITY | 10.62 |
| 191272 | PRESS-ENTERPRISE, THE | 136.77 |
| 191273 | RIV. CO. HEALTH SVCS AGENCY | 422.00 |
| 191274 | RIVERSIDE COUNTY SHERIFF-PSEC | 4,865.29 |
| 191275 | SC FUELS | 33,555.57 |
| 191276 | SCA OF CA, LLC | 480.00 |
| 191277 | SO CAL JOINT POLE COMMITTEE | 2,406.91 |
| 191278 | STAPLES BUSINESS ADVANTAGE | 1,286.50 |
| 191279 | SUPERION, LLC | 2,759.31 |

# City of Banning
## Warrant List May 2024

| Warrant Number | Vendor Name | Warrant Amount |
|---|---|---|
| 191280 | THOMPSON, JAMES | 250.00 |
| 191281 | TOP-LINE INDUSTRIAL SUPPLY, LCC | 67.05 |
| 191282 | TREMBLY, CHRIS | 137.92 |
| 191283 | UNDERGROUND SERVICE ALERT | 148.53 |
| 191284 | USDA FOREST SERVICE | 1,144.01 |
| 191285 | WALLACE, COLLEEN | 0.00 |
| 191286 | WEST COAST ARBORISTS, INC | 4,560.00 |
| 191287 | YUNEX, LLC | 2,124.00 |
| 191288 | WALLACE, COLLEEN | 85.66 |
| 191289 | ADVANCED WORKPLACE STRATEGIES INC | 213.85 |
| 191290 | AMAZON BUSINESS | 1,621.41 |
| 191291 | AMERICAN FIDELITY ASSURANCE | 78,099.40 |
| 191292 | ARTISTIC MAINTENANCE, INC. | 4,092.00 |
| 191293 | ASBURY ENVIRONMENTAL SERVICES DBA | 100.00 |
| 191294 | ATBACKGROUNDS | 80.50 |
| 191295 | AUER, WILLIAM | 621.00 |
| 191296 | AVILA, SOL | 459.00 |
| 191297 | BANNING POLICE OFFICERS ASSOC. | 3,010.30 |
| 191298 | BANNING UNIFIED SCHOOL DIST. | 2,000.00 |
| 191299 | BEAUMONT DO IT BEST HOME CENTER | 579.50 |
| 191300 | BOBERG ENGINEERING INC | 358.90 |
| 191301 | BPS TACTICAL, INC | 2,375.89 |
| 191302 | BURKE, WILLIAMS & SORENSON LLP | 1,952.50 |
| 191303 | BUSINESS TELECOMMUNICATION | 9,370.77 |
| 191304 | CA. DEPT OF TRANSPORTATION | 2,397.13 |
| 191305 | CALDERON, SANDRA B | 233.51 |
| 191306 | CALIFORNIA LAW ENFORCE ASSN | 1,152.00 |
| 191307 | CARLOS, MARIO | 74.17 |
| 191308 | CASC ENGINEERING AND CONSULTING INC | 1,219.50 |
| 191309 | CDW GOVERNMENT, INC | 5,506.95 |
| 191310 | CELL BUSINESS EQUIPMENT (CBE) | 1,398.90 |
| 191311 | CINTAS  CORPORATION | 358.08 |
| 191312 | CITY OF BANNING (BNG) | 185.89 |
| 191313 | CITY OF BANNING TRANSIT | 21,600.00 |
| 191314 | CORNERSTONE DEVELOPMENT CO. | 67,220.00 |
| 191315 | COUNSELING TEAM INTERNATIONAL, THE | 1,700.00 |
| 191316 | COUTS HEATING & COOLING, INC | 620.00 |
| 191317 | CYBERTIME NETWORK COMMUNICATIONS | 2,599.00 |
| 191318 | DELTA DENTAL INSURANCE COMPANY | 2,228.26 |
| 191319 | DELTA DENTAL OF CALIFORNIA | 14,513.36 |
| 191320 | DIAMOND HILLS CHEVROLET BUICK GMC | 49.20 |
| 191321 | ENGINEERING RESOURCES OF SO CA | 125,217.06 |
| 191322 | ENTERPRISE FM TRUST | 26,845.09 |
| 191323 | ENTERPRISE RENT-A-CAR | 262.71 |
| 191324 | EXECUTIVE FACILTIES SERVICES INC | 15,187.69 |
| 191325 | FLINT, AUSTIN | 186.46 |
| 191326 | FRONTIER COMMUNICATIONS | 324.21 |
| 191327 | FUN EXPRESS | 1,315.48 |
| 191328 | GALLS, LLC | 3,831.69 |
| 191329 | GAS COMPANY, THE | 922.58 |
| 191330 | GRAINGER | 123.56 |
| 191331 | HAZEN AND SAWYER | 55,292.50 |
| 191332 | HOME DEPOT #8987 | 445.94 |
| 191333 | I.B.E.W. LOCAL 47 | 10,891.46 |

# City of Banning
## Warrant List May 2024

| Warrant Number | Vendor Name | Warrant Amount |
|---|---|---|
| 191334 | I.B.E.W. LOCAL 47 (PAC) | 40.00 |
| 191335 | INNOVATIVE EMERGENCY EQUIPMENT | 141.83 |
| 191336 | INTERNATIONAL CODE COUNCIL, INC | 383.00 |
| 191337 | JACKSON, JENNIFER | 20.59 |
| 191338 | JEWS, NICOLE | 67.75 |
| 191339 | LIEBERT CASSIDY WHITMORE | 7,117.50 |
| 191340 | LOZANO SMITH LLP | 19,749.32 |
| 191341 | MARIPOSA LANDSCAPES, INC | 10,393.77 |
| 191342 | MARQUEZ, HOMERO | 210.28 |
| 191343 | MC AVOY & MARKHAM | 1,085.41 |
| 191344 | MORALES CAMPOS, SERGIO | 251.14 |
| 191345 | MOST DEPENDABLE FOUNTAINS | 34,580.12 |
| 191346 | MOYLE, GEREMY | 131.43 |
| 191347 | NORTH GLASS AND GLAZING SERVICE INC | 749.00 |
| 191348 | O'REILLY AUTO PARTS | 34.71 |
| 191349 | ONESOURCE DISTRIBUTORS | 1,774.64 |
| 191350 | PACKHAM & TOOMEY, INC | 400.00 |
| 191351 | PALLET PBC | 3,316.78 |
| 191352 | PARKHOUSE TIRE, INC. | 124.80 |
| 191353 | PARTS AUTHORITY | 616.05 |
| 191354 | PATTON, CAROLINE | 136.57 |
| 191355 | PAYPRO ADMINISTRATORS | 230.00 |
| 191356 | PLACER LABS INC | 16,900.00 |
| 191357 | PNW HOLDINGS LLC | 73.89 |
| 191358 | PRESS-ENTERPRISE, THE | 252.34 |
| 191359 | QUINN COMPANY | 485.03 |
| 191360 | RACEWAY FORD INC | 406.67 |
| 191361 | RICHARDS WATSON GERSHON | 69,292.18 |
| 191362 | SAN BERNARDINO PUBLIC EMPLOYEES | 2,794.60 |
| 191363 | SATELLITE PHONE STORE | 307.95 |
| 191364 | SCA OF CA, LLC | 10,080.00 |
| 191365 | SERVIAM BY WRIGHT LLP | 1,742.40 |
| 191366 | SHARP, TREVOR & ANGELA | 167.05 |
| 191367 | SHRED-IT USA, LLC | 155.88 |
| 191368 | SMART & FINAL | 155.99 |
| 191369 | SOUTHERN CALIFORNIA GAS CO | 7,999.59 |
| 191370 | SOUTHERN CALIFORNIA WEST COAST ELEC | 14,281.25 |
| 191371 | STAPLES BUSINESS ADVANTAGE | 1,195.39 |
| 191372 | STATE OF CALIFORNIA DOJ | 245.00 |
| 191373 | STATEWIDE TOWING & RECOVERY, INC | 150.00 |
| 191374 | STUART, DAMON | 250.00 |
| 191375 | TAYLOR, ROBERT M | 156.27 |
| 191376 | TELEPACIFIC COMMUNICATIONS | 1,444.48 |
| 191377 | TIME WARNER/CHARTER | 152.43 |
| 191378 | TOM BELL CHEVROLET | 1,040.54 |
| 191379 | TORRES, LUIS A & ANGELICA | 84.83 |
| 191380 | VIGILANT LLC | 8,351.17 |
| 191381 | VIRTUAL PROJECT MANAGER, LLC | 1,000.00 |
| 191382 | VISION SECURITY SYSTEMS | 840.00 |
| 191383 | WALKER, LORRAINE | 250.00 |
| 191384 | WILLDAN ENGINEERING | 1,170.00 |
| 191385 | YANG, PAULINA | 234.10 |
| 191386 | AIRGAS USA, LLC | 2,647.65 |
| 191387 | ALLGOOD DRIVING SCHOOL, INC | 27.30 |

# City of Banning
## Warrant List May 2024

| Warrant Number | Vendor Name | Warrant Amount |
|---|---|---|
| 191388 | AMAZON BUSINESS | 287.11 |
| 191389 | ARCE, PAUL | 84.00 |
| 191390 | ASBURY ENVIRONMENTAL SERVICES DBA | 892.17 |
| 191391 | ATBACKGROUNDS | 316.31 |
| 191392 | BEAUMONT DO IT BEST HOME CENTER | 300.79 |
| 191393 | BENHAR, DIANA T | 42.00 |
| 191394 | BEST DRILLING AND PUMP INC | 91,120.83 |
| 191395 | CANON FINANCIAL SERVICES, INC | 1,721.36 |
| 191396 | CDW GOVERNMENT, INC | 5,196.02 |
| 191397 | CICCS | 2,094.96 |
| 191398 | CINTAS CORPORATION | 506.08 |
| 191399 | CONCENTRA MEDICAL CENTERS | 989.00 |
| 191400 | CORNERSTONE DEVELOPMENT CO. | 83,025.00 |
| 191401 | CUMMINS SALES AND SERVICE | 4,675.08 |
| 191402 | CUSTOM TROPHIES & UNEEK AWARDS | 43.63 |
| 191403 | DIAMOND HILLS CHEVROLET BUICK GMC | 119.95 |
| 191404 | DIVISION OF THE STATE ARCHITECT | 110.40 |
| 191405 | EFS WEST INC | 61,778.50 |
| 191406 | ENTERPRISE FM TRUST | 306.60 |
| 191407 | EXECUTIVE FACILTIES SERVICES INC | 30,375.38 |
| 191408 | FOX CINEMA IS DPLACE | 2,500.00 |
| 191409 | FRONTIER COMMUNICATIONS | 2,249.28 |
| 191410 | G & G ENVIRONMENTAL COMPLIANCE, INC | 440.00 |
| 191411 | GRAINGER | 65.34 |
| 191412 | GRANICUS LLC | 24,513.02 |
| 191413 | HAAKER EQUIPMENT COMPANY | 713.85 |
| 191414 | HERNANDEZ, CARLA | 980.00 |
| 191415 | HOME DEPOT #8987 | 577.94 |
| 191416 | HUERTA JR., GILBERT | 759.50 |
| 191417 | HUERTA LOPEZ, TUNNIA A | 525.00 |
| 191418 | IBEW LOCAL 47 RETIREE MEDICAL TRUST | 3,012.31 |
| 191419 | KOLLER, MARIE | 14.70 |
| 191420 | LINCOLN FINANCIAL GROUP | 23,998.82 |
| 191421 | MARIPOSA LANDSCAPES, INC | 1,908.11 |
| 191422 | MORGAN, DEIDRA J | 140.00 |
| 191423 | NOR-CAL PUMP & WELL DRILLING INC | 1,164,331.68 |
| 191424 | N2W ENGINEERING, INC | 46,639.63 |
| 191425 | O'REILLY AUTO PARTS | 77.94 |
| 191426 | ONESOURCE DISTRIBUTORS | 11,593.90 |
| 191427 | ORACLE AMERICA INC | 12,575.64 |
| 191428 | PARKHOUSE TIRE, INC. | 212.71 |
| 191429 | PARS | 328.25 |
| 191430 | PARTS AUTHORITY | 1,960.18 |
| 191431 | PATRICIA BARRAZA | 95.00 |
| 191432 | PRESS-ENTERPRISE, THE | 126.17 |
| 191433 | PULVER, JODEANE V | 290.50 |
| 191434 | RECORD GAZETTE, THE | 169.43 |
| 191435 | RICK ENGINEERING COMPANY | 8,314.15 |
| 191436 | RINCON CONSULTANTS, INC. | 1,124.50 |
| 191437 | ROBERT HALF INTERNATIONAL | 4,920.49 |
| 191438 | SC FUELS | 312.22 |
| 191439 | SCCI, INC DBA | 250.00 |
| 191440 | SEPULVEDA 352 | 38.50 |
| 191441 | SERVPRO OF CHINO/CHINO HILLS | 7,735.45 |

# City of Banning
## Warrant List May 2024

| Warrant Number | Vendor Name | Warrant Amount |
|---|---|---|
| 191442 | SOUTHERN CALIFORNIA WEST COAST ELEC | 2,307.55 |
| 191443 | STAPLES BUSINESS ADVANTAGE | 1,995.65 |
| 191444 | STATE OF CALIFORNIA DOJ | 441.00 |
| 191445 | STOCKMAN, JULIA | 245.00 |
| 191446 | STUART, HOLLY | 300.00 |
| 191447 | TEC EQUIPMENT, INC | 404.06 |
| 191448 | THOMPSON COBURN, LLP | 34,153.17 |
| 191449 | TIME WARNER CABLE | 3,951.40 |
| 191450 | TIME WARNER CABLE (086811201) | 197.57 |
| 191451 | TOM BELL CHEVROLET | 156.13 |
| 191452 | VERIZON WIRELESS SERVICES, LLC | 10,204.03 |
| 191453 | WALKER, LORRAINE | 135.34 |
| 191454 | WEST & ASSOCIATES ENGINEERING, INC | 6,250.00 |
| 191455 | WESTERN AUDIO VISUAL & SECURITY | 360.00 |
| 191456 | WILLDAN FINANCIAL SERVICES | 3,550.00 |
| 191457 | WITTMAN ENTERPRISES, LLC | 2,728.00 |
| 191458 | ADVANCED WORKPLACE STRATEGIES INC | 219.85 |
| 191459 | AED ENERGY SERVICES LLC | 9,030.00 |
| 191460 | AGENTS OF DISCOVERY | 11,300.00 |
| 191461 | ALBERT A. WEBB ASSOCIATES | 5,252.50 |
| 191462 | ALLIANT INSURANCE SERVICES, INC | 327,462.33 |
| 191463 | AMAZON BUSINESS | 4,094.96 |
| 191464 | ARAMARK UNIFORM & CAREER APPAREL | 170.19 |
| 191465 | ATBACKGROUNDS | 203.86 |
| 191466 | BEAUMONT DO IT BEST HOME CENTER | 430.04 |
| 191467 | BLAIS & ASSOCIATES, LLC | 4,850.00 |
| 191468 | BLAISDELL'S BUSINESS PRODUCTS | 1,079.44 |
| 191469 | BUDD-FALEN LAW OFFICES, LLC. | 2,730.00 |
| 191470 | CALIFORNIA WATER ENVIRONMENT | 1,055.00 |
| 191471 | CAROLLO ENGINEERS | 4,892.50 |
| 191472 | CDW GOVERNMENT, INC | 244.15 |
| 191473 | CELL BUSINESS EQUIPMENT (CBE) | 419.31 |
| 191474 | CHANDLER ASSET MANAGEMENT INC | 2,041.91 |
| 191475 | CICCS | 122.96 |
| 191476 | CINTAS CORPORATION | 499.73 |
| 191477 | CITY OF BANNING (BNG) | 197.57 |
| 191478 | CONCENTRA MEDICAL CENTERS | 278.00 |
| 191479 | COUNSELING TEAM INTERNATIONAL, THE | 1,025.00 |
| 191480 | CREWS &, JUANITA | 251.72 |
| 191481 | CUSTOM TROPHIES & UNEEK AWARDS | 469.79 |
| 191482 | D&M JOB INC. | 538.76 |
| 191483 | DJ TONY | 250.00 |
| 191484 | DOUGLAS, RYAN | 504.00 |
| 191485 | DUNN, TERRY | 1,500.00 |
| 191486 | EAGLE AERIAL SOLUTIONS | 26,936.00 |
| 191487 | ENTERPRISE RENT-A-CAR | 978.86 |
| 191488 | GARDA CL WEST INC | 1,268.42 |
| 191489 | GAS COMPANY, THE | 194.71 |
| 191490 | HDL COREN & CONE | 3,997.50 |
| 191491 | HOME DEPOT #8987 | 89.37 |
| 191492 | INNOVATIVE FEDERAL STRATEGIES | 9,000.00 |
| 191493 | JACKSON, DAVID | 546.00 |
| 191494 | JACKSON, JOHN H. | 168.00 |
| 191495 | JANUARY, JEREL | 336.00 |

# City of Banning
## Warrant List May 2024

| Warrant Number | Vendor Name | Warrant Amount |
|---|---|---|
| 191496 | JNE POLYGRAPH LLC | 2,975.00 |
| 191497 | JOE A GONSALVES & SON | 7,700.00 |
| 191498 | LEE'S AUTO BODY | 14,610.79 |
| 191499 | MARIPOSA LANDSCAPES, INC | 22,041.88 |
| 191500 | MENDOZA, SAMUEL | 192.00 |
| 191501 | MILSOFT UTILITY SOLUTIONS, INC | 1,929.00 |
| 191502 | MITSUBISHI ELECTRIC & ELECTRONICS | 353.87 |
| 191503 | NIETO, FRANCISCO | 3,694.68 |
| 191504 | NORTH GLASS AND GLAZING SERVICE INC | 350.00 |
| 191505 | ONLINE UTILITY EXCHANGE | 503.20 |
| 191506 | PARKHOUSE TIRE, INC. | 868.72 |
| 191507 | PARTS AUTHORITY | 159.87 |
| 191508 | PAYPRO ADMINISTRATORS | 115.00 |
| 191509 | PRE-PAID LEGAL SERVICES, INC | 679.64 |
| 191510 | PRESS-ENTERPRISE, THE | 126.17 |
| 191511 | PRO-MOTORS COLLISION REPAIR | 4,364.16 |
| 191512 | PUBLIC AGENCY RETIREMENT SERVICES | 300.00 |
| 191513 | RECORD GAZETTE, THE | 122.85 |
| 191514 | SC FUELS | 36,231.41 |
| 191515 | SGP DESIGN AND PRINT | 805.98 |
| 191516 | SOUTH COAST AIR QUALITY | 323.62 |
| 191517 | STAPLES BUSINESS ADVANTAGE | 2,068.68 |
| 191518 | STATE OF CALIFORNIA DOJ | 931.00 |
| 191519 | TEXAS LIFE INSURANCE COMPANY | 12,609.72 |
| 191520 | TIME WARNER/CHARTER | 344.05 |
| 191521 | TKE ENGINEERING, INC | 645.00 |
| 191522 | VEOLIA WATER CONTRACT OPERATIONS US | 73,434.00 |
| 191523 | WILDLIFE CONTROL SERVICE INC | 1,250.00 |
| 191524 | XENIA PACIFIC, INC | 150.85 |
| 191525 | ALBERT A. WEBB ASSOCIATES | 48,842.64 |
| 191526 | ALL STAR ELITE SPORTS | 1,558.57 |
| 191527 | AMAZON BUSINESS | 2,190.22 |
| 191528 | AMERICAN FIDELITY ASSURANCE | 7,554.16 |
| 191529 | AMERICAN FORENSIC NURSES | 1,021.02 |
| 191530 | ANIMAL EMERGENCY CLINIC | 125.00 |
| 191531 | ASBURY ENVIRONMENTAL SERVICES DBA | 1,922.54 |
| 191532 | AT&T CALNET 2 | 960.37 |
| 191533 | AT&T MOBILITY LLC | 4,600.26 |
| 191534 | ATWORK PERSONNEL SERVICES | 249.49 |
| 191535 | AVILA, JOSE | 20.00 |
| 191536 | BANNING VETERINARY HOSPITAL | 441.00 |
| 191537 | BEAUMONT DO IT BEST HOME CENTER | 450.37 |
| 191538 | BENAVIDES, SUSIE | 250.00 |
| 191539 | CALIFORNIA LAW ENFORCEMENT ASSOC | 75.00 |
| 191540 | CAMPA, ERIC | 129.00 |
| 191541 | CANON FINANCIAL SERVICES, INC | 332.16 |
| 191542 | CARLOS, MARIO | 12.92 |
| 191543 | CDW GOVERNMENT, INC | 2,144.86 |
| 191544 | CELL BUSINESS EQUIPMENT (CBE) | 194.67 |
| 191545 | CENTER ELECTRIC SERVICES, INC | 4,316.81 |
| 191546 | CINTAS CORPORATION | 1,553.83 |
| 191547 | CITY OF BANNING ELECTRIC UTILITY | 16,046.84 |
| 191548 | CORE & MAIN, LP | 7,316.23 |
| 191549 | COUNTY OF RIVERSIDE DOEH | 1,735.00 |

# City of Banning
## Warrant List May 2024

| Warrant Number | Vendor Name | Warrant Amount |
|---|---|---|
| 191550 | CTC TECHNOLOGY AND ENERGY | 39,903.65 |
| 191551 | DEUSENBERRY, DANIEL | 129.00 |
| 191552 | DIAMOND ENVIRONMENTAL SERVICES | 358.89 |
| 191553 | DIAZ, GABRIEL | 2,495.00 |
| 191554 | FLYNN, SHERI | 624.69 |
| 191555 | FRONTIER COMMUNICATIONS | 2,168.33 |
| 191556 | GAS COMPANY, THE | 2,148.91 |
| 191557 | GENERAL DOOR SERVICE INC | 8,766.96 |
| 191558 | GERBER COLLISION & GLASS | 3,366.18 |
| 191559 | GRAINGER | 152.62 |
| 191560 | HOME DEPOT #8987 | 53.70 |
| 191561 | IBEW LOCAL 47 RETIREE MEDICAL TRUST | 3,076.72 |
| 191562 | JEWS, NICOLE | 105.95 |
| 191563 | JEWS, NICOLE | 160.00 |
| 191564 | LEXISNEXIS RISK SOLUTIONS | 112.55 |
| 191565 | MARIPOSA ECO CONSULTING, INC | 4,987.50 |
| 191566 | MILSOFT UTILITY SOLUTIONS, INC | 1,929.00 |
| 191567 | NIETO, FRANCISCO | 129.00 |
| 191568 | PARKHOUSE TIRE, INC. | 831.24 |
| 191569 | PARS | 544.94 |
| 191570 | PARTS AUTHORITY | 50.21 |
| 191571 | PLATT, JEFFREY | 159.00 |
| 191572 | POULTER, HANNAH | 16.50 |
| 191573 | POULTER, HANNAH | 77.00 |
| 191574 | PRESS-ENTERPRISE, THE | 515.28 |
| 191575 | RECORD GAZETTE, THE | 107.49 |
| 191576 | REZENDES, DILLON | 99.00 |
| 191577 | RIVERSIDE COUNTY SHERIFF-PSEC | 4,865.29 |
| 191578 | ROBERT HALF INTERNATIONAL | 3,190.75 |
| 191579 | ROMO PLANNING GROUP, INC. | 39,877.50 |
| 191580 | SCCI, INC DBA | 250.00 |
| 191581 | SMART & FINAL | 24.45 |
| 191582 | SOUTHERN CALIFORNIA EDISON | 3,838.24 |
| 191583 | STATE OF CALIFORNIA DOJ | 245.00 |
| 191584 | THOMPSON COBURN, LLP | 165.50 |
| 191585 | TURBO DATA SYSTEMS INC | 150.00 |
| 191586 | VISTA PAINT | 455.45 |
| 191587 | WESTRUX INTERNATIONAL INC | 150.88 |
| 9007875 | CA. ST. BOARD OF EQUALIZATION | 604.00 |
| 9007876 | CORPORATION SERVICE COMPANY | 7.00 |
| 9007877 | WELLS FARGO BANK | 676,632.86 |
| 9007878 | WELLS FARGO CARD SERVICES INC | 39,574.87 |
| 9007879 | CA. ST. EMPLOYMENT DEV. DEPT. | 53,393.28 |
| 9007880 | INTERNAL REVENUE SERVICE | 264,502.19 |
| 9007881 | TASC | 1,524.60 |
| 9007882 | WELLS FARGO BANK | 300.00 |
| 9007883 | CORPORATION SERVICE COMPANY | 7.00 |
| 9007884 | CA. ST. PUBLIC EMPLOYEES | 561.54 |
| 9007885 | EMPOWER ANNUITY INSURANCE COMPANY | 47,494.94 |
| 9007886 | CA. ST. PUBLIC EMPLOYEES | 182,710.27 |
| 9007887 | CA. ST. PUBLIC EMPLOYEES | 7,551.27 |
| 9007888 | CA. ST. PUBLIC EMPLOYEES | 200.00 |
| 9007889 | CA. ST. PUBLIC EMPLOYEES | 209.22 |
| 9007890 | CORPORATION SERVICE COMPANY | 21.00 |

# City of Banning
## Warrant List May 2024

| Warrant Number | Vendor Name | Warrant Amount |
|---|---|---|
| 9007891 | CALIFORNIA, STATE OF | 4,842.00 |
| 9007892 | WINDSTREAM SERVICES, LLC | 978.17 |
| 9007893 | WINDSTREAM SERVICES, LLC | 965.31 |
| 9007894 | WELLS FARGO BANK | 621,760.64 |
| 9007895 | WINDSTREAM SERVICES, LLC | 2,955.48 |
| 9007896 | CA. ST. EMPLOYMENT DEV. DEPT. | 48,026.64 |
| 9007897 | INTERNAL REVENUE SERVICE | 259,446.88 |
| 9007898 | TASC | 1,524.60 |
| 9007899 | WELLS FARGO BANK | 300.00 |
| 9007900 | EMPOWER ANNUITY INSURANCE COMPANY | 50,008.18 |
| 9007901 | CA. ST. PUBLIC EMPLOYEES | 168,962.76 |
| 9007902 | CORPORATION SERVICE COMPANY | 27.00 |
| 9007903 | CORPORATION SERVICE COMPANY | 27.00 |
| 9007904 | WELLS FARGO BANK | 626,607.86 |
| Grand Total | | 10,778,650.49 |

| | |
|---|---|
| Less Voided / Reissued Checks from Prior Period | (67,500.29) |
| Less Voided Checks Prior Period | - |
| Add Payroll Checks | 13,333.85 |
| Total Remittance for Month | 10,724,484.05 |

**City of Banning**
**Warrant List Detail May 2024**

| Warrant Number | Warrant Date | Vendor Name | Invoice Number | P.O. Number | Account Number | Payment Description | Warrant Amount |
|---|---|---|---|---|---|---|---|
| **1142** | 5/15/2024 | U.S. BANK | 2562769 | | 678-7000-473.61-18 | PRINCIPAL PAYMENT ACCT#262685000 | 1,400,000.00 |
| | | | | | 678-7000-473.62-18 | INTEREST DUE ACCT#262685000 | 511,521.88 |
| **1143** | 5/20/2024 | RIVERSIDE PUBLIC UTILITIES | 289 | | 670-7000-331.20-01 | INTEREST REVENUE REVENUE REC'D IN APR 2024 | (4,587.92) |
| | | | | | 670-7000-356.38-10 | ENERGY REVENUE REVENUE REC'D IN APR 2024 | (429.02) |
| | | | | | 670-7000-356.38-17 | CRR REVENUE REVENUE REC'D IN APR 2024 | (1,056.11) |
| | | | | | 670-7000-356.38-20 | TRANS REVENUE REVENUE REC'D IN APR 2024 | (60,099.33) |
| | | | | | 670-7010-473.27-09 | S&D EXPENSE PAID DURING APR 2024 | 51,224.00 |
| | | | | | 670-7010-473.27-50 | CAPACITY EXPENSE PAID DURING APR 2024 | 873,781.47 |
| | | | | | 670-7010-473.27-60 | ENERGY EXPENSE PAID DURING APR 2024 | 177,464.49 |
| | | | | | 670-7010-473.27-70 | TRANS EXPENSE PAID DURING APR 2024 | 386,878.32 |
| **1144** | 5/23/2024 | FIRST AMERICAN TITLE COMPANY | RRI-7125223 | | 420-4900-431.90-10 | VACANT APN 541-232-013 ESCROW DEPOSIT | 500.00 |
| **191229** | 5/2/2024 | ABS FACILITY SERVICES INC | 70929- RET | 032549 | 430-0000-232.00-00 | FINAL RETENTION MODULAR DESK INSTALL | 1,033.41 |
| **191230** | 5/2/2024 | ALBERT A. WEBB ASSOCIATES | ARIV0003366 | 030269 | 101-4900-431.93-16 | SUN LAKES BLVD EXT DESIGN | 56,982.00 |
| | | | ARIV0003449 | 032633 | 681-8000-454.95-12 | DESIGN-EQUALIZATION BASIN | 5,690.88 |
| **191231** | 5/2/2024 | ALBRIGHT, DILLON | REIMB FY24 | | 680-8000-454.41-04 | REIMB GR1 MEMBER FEE #000435392 | 98.00 |
| **191232** | 5/2/2024 | ALBRIGHT, DILLON | COMP LOAN FY24 | | 680-0000-116.21-05 | COMPUTER LOAN-PER UTILITY MOU | 2,070.16 |
| **191233** | 5/2/2024 | ALL STAR ELITE SPORTS | 4120 | 032276 | 001-4000-461.36-09 | FOOTBALL TSHIRTS | 909.54 |
| | | | 4150 | 032276 | 001-4000-461.36-09 | EXTRA FOOTBALL SHIRTS | 45.37 |
| **191234** | 5/2/2024 | AMAZON BUSINESS | 16MW-CXH7-G967 | 032292 | 001-1200-412.36-00 | ANKER SPEAKER | 23.69 |
| | | | 16XL-N6QN-16QG | 032294 | 670-7000-473.45-16 | CABLE PULLER WIRE DUCT BR | 62.33 |
| | | | 179C-7GDP-3RQX | 032296 | 001-4000-461.36-09 | MARKING PAINT | 95.86 |
| | | | 19H9-W1WX-4TRR | 032296 | 001-4020-461.36-09 | WATER BALLOONS | 124.70 |
| | | | 1CD9-KLGJ-C6JN | 032433 | 001-2200-421.36-00 | MOTOR SUPPLIES | 201.50 |
| | | | 1FHX-NM4N-6FXT | 032296 | 001-4020-461.36-09 | DAY CAMP SUPPLIES CARD GAME | 12.90 |
| | | | 1G79-LX1H-6CL1 | 032296 | 001-4000-461.36-00 | KEYBOARDS | 49.30 |
| | | | 1KG3-HK1H-G3FK | 032296 | 001-4020-461.36-09 | DAY CAMP SUPPLIES | 1,624.73 |
| | | | 1LDG-WDF7-1MMT | 032292 | 001-2400-422.89-46 | GLASS CABINETS (2) #89 | 548.68 |
| | | | 1NTD-RNTJ-CJRQ | 032296 | 001-4000-461.36-09 | RAINBOW GLASS STONES | 16.15 |
| | | | 1VND-NQJX-VCRC | 032296 | 001-4020-461.36-09 | DAY CAMP SUPPLIES-CRAFTS | 679.26 |
| | | | 1WKL-WJMW-JJRD | 032292 | 001-1000-411.36-07 | COUNCIL SNACKS | 98.47 |
| | | | 1WYY-RF3M-NPKP | 032293 | 001-3000-442.36-00 | KEYBOARD & MOUSE | 48.51 |
| | | | 1X4F-Y4GM-HY91 | 032297 | 001-4050-461.36-65 | DECOR FOR SENIOR CENTER | 56.76 |
| **191235** | 5/2/2024 | AMERICAN FORENSIC NURSES | 78654 | 032464 | 001-2200-421.33-31 | CHP BLOOD DRAWS | 459.54 |
| **191236** | 5/2/2024 | ASBURY ENVIRONMENTAL SERVICES DBA | 1500-01059875 | 032501 | 702-3800-480.23-49 | USED OIL-SVC CHARGE | 70.00 |
| **191237** | 5/2/2024 | AURIGA CORPORATION | 8167 | 031498 | 673-7000-473.96-47 | TASK 2 ELEC DESIGN PKG | 8,220.00 |
| **191238** | 5/2/2024 | BANNING VETERINARY HOSPITAL | 826794 | | 001-2300-424.33-90 | MEDICAL EXAMINATION #2404090042 | 250.50 |
| | | | 827111 | | 001-2300-424.33-90 | MEDICAL EXAMINATION #2404150015 | 326.50 |
| **191239** | 5/2/2024 | BEAUMONT DO IT BEST HOME CENTER | 541642 | 032304 | 690-9600-453.41-46 | BRUTE CONTAINERS (3) | 290.89 |
| | | | 541677 | 032304 | 704-3200-412.30-02 | LINKS (2) | 8.38 |
| | | | 541742 | 032304 | 704-3200-412.30-02 | TOOLS/SUPPLIES | 8.53 |
| | | | 541825 | 032304 | 704-3200-412.30-02 | TOOLS/SUPPLIES | 88.80 |
| | | | 541842 | 032304 | 100-4900-431.30-13 | REBAR | 12.38 |
| | | | 541872 | 032304 | 100-4900-431.30-13 | REBAR/CONCRETE | 265.29 |
| | | | 541908 | 032304 | 704-3200-412.30-02 | BARREL BOLT | 21.86 |
| | | | 541935 | 032181 | 810-9700-490.90-59 | REBAR TO ANCHOR (5) PODS | 24.76 |
| **191240** | 5/2/2024 | BEAUMONT SAFE & LOCK | 76286 | 032463 | 001-2200-421.36-00 | PLOT KEYS | 59.91 |
| | | | 76566 | 032463 | 001-2200-421.36-00 | KEYS-PD MOTORS | 160.95 |
| | | | 76845 | 032463 | 001-2200-421.36-00 | 3 C145 DUP KEYS | 41.86 |
| **191241** | 5/2/2024 | BIO-TOX LABORATORIES | 45738 | 032466 | 001-2200-421.33-31 | BLOOD ALCOHOL ANALYSIS | 131.00 |
| | | | 45832 | 032466 | 001-2200-421.33-31 | BLOOD ALCOHOL ANALYSIS | 516.00 |
| **191242** | 5/2/2024 | BUDD-FALEN LAW OFFICES, LLC. | 33832 | 029829 | 660-6300-471.90-78 | FLUME LEGAL SERVICES MARCH 2024 | 4,060.00 |
| **191243** | 5/2/2024 | BURLINGTON SAFETY LABORATORY | 92282 | 032251 | 670-7000-473.41-29 | INSULATING GLOVES (67) | 1,513.50 |
| **191244** | 5/2/2024 | BUSINESS TELECOMMUNICATION | 21078 | 032705 | 705-4500-412.33-11 | MITEL SERVER MIGRATION | 1,170.00 |
| **191245** | 5/2/2024 | CALIFORNIA WATER EFFICIENCY PARTNER | MD-2024-1099 | | 660-6300-471.30-17 | CALWEP MEMBERSHIP DUES 2024 | 3,450.00 |
| **191246** | 5/2/2024 | CASC ENGINEERING AND CONSULTING INC | 0051035 | 032079 | 100-4900-431.90-10 | DESIGN OF SAN G & RLROAD | 10,512.50 |
| **191247** | 5/2/2024 | CDW GOVERNMENT, INC | QQ80278 | 032266 | 670-7000-473.89-48 | DELL LATITUDE 5540-15.6 | 1,850.84 |
| **191248** | 5/2/2024 | CELL BUSINESS EQUIP-LEASING | 5029018912 | 032588 | 670-7000-473.32-06 | 5000 FOLDER INSERTER 3/23/24-4/22/24 | 821.50 |
| | | | 5029386731 | 032588 | 670-7000-473.32-06 | 5000 FOLDER INSERTER 4/23/24-5/22/24 | 821.50 |

**City of Banning**
**Warrant List Detail May 2024**

| Warrant Number | Warrant Date | Vendor Name | Invoice Number | P.O. Number | Account Number | Payment Description | Warrant Amount |
|---|---|---|---|---|---|---|---|
| **191249** | 5/2/2024 | CELL BUSINESS EQUIPMENT (CBE) | IN2723335 | 032576 | 001-2200-421.32-06 | COPY COUNT-PD PRINTERS 3/5/24-4/4/24 | 146.04 |
| **191250** | 5/2/2024 | CINTAS CORPORATION | 4188548008 | 032319 | 100-4900-431.25-02 | UNIFORM-STREETS | 89.68 |
| | | | | | 704-3200-412.25-02 | UNIFORM-BUILD MAINT | 4.52 |
| | | | 4189997099 | 032319 | 100-4900-431.25-02 | UNIFORM-STREETS | 91.04 |
| | | | | | 704-3200-412.25-02 | UNIFORM-BUILDING MAINT | 10.78 |
| | | | 4189997118 | 032320 | 001-3600-461.25-02 | UNIFORM-PARKS | 51.13 |
| | | | 4190785246 | 032432 | 610-5800-434.25-02 | UNIFORM-TRANSIT | 12.83 |
| | | | 4190785252 | 032431 | 702-3800-480.25-02 | UNIFORM-FLEET | 74.21 |
| | | | 4190785270 | 032432 | 610-5800-434.25-02 | UNIFORM-TRANSIT | 106.96 |
| | | | | | 610-5850-434.25-02 | UNIFORM-TRANSIT | 11.13 |
| **191251** | 5/2/2024 | CITY OF BANNING (BNG) | FC A&E MAY 2024 | | 001-2200-421.32-02 | FC A&E HANGAR RENT MAY 2024 | 383.20 |
| | | | FC D-2 MAY24 | | 001-3000-442.32-02 | HANGAR FC D-2 MAY 2024 | 197.57 |
| **191252** | 5/2/2024 | CITY OF BANNING TRANSIT | 2 | | 660-6300-471.23-01 | TRANSIT AD PROGRAM 8 SPACES FOR 6 MONTHS | 7,200.00 |
| | | | | | 680-8000-454.23-01 | TRANSIT AD PROGRAM 8 SPACES FOR 6 MONTHS | 7,200.00 |
| **191253** | 5/2/2024 | CITY OF BANNING UTILITIES OPV | 10194557468AP24 | | 810-9700-490.90-59 | BRYANT ST HOMELESS SHELT 3/7/24-4/9/24 | 377.33 |
| | | | 10194557548AP24 | | 810-9700-490.90-59 | BRYANT ST HOMELESS SHELT 3/7/24-4/9/24 | 668.48 |
| **191254** | 5/2/2024 | CYBERTEK COMPUTER & NETWORKING SVCS | 6245 | 032115 | 703-3700-480.90-48 | NETWORK INFRASTRUCTURE UPGRADE/INSTALL | 9,025.00 |
| | | | 6246 | 032115 | 703-3700-480.90-48 | NETWORK INFRASTRUCTURE UPGRADE/INSTALL | 26,075.00 |
| **191255** | 5/2/2024 | DIAMOND HILLS CHEVROLET BUICK GMC | 3035032 | 032324 | 702-3800-480.38-52 | LABEL #311 | 74.95 |
| **191256** | 5/2/2024 | ELECTROMARK COMPANY | 9355675828 | 032311 | 670-7000-473.45-16 | POLE TAGS (20)-25PK | 536.92 |
| **191257** | 5/2/2024 | FRONTIER COMMUNICATIONS | 2131817186APR24 | | 703-3700-480.30-17 | 213-181-7186 4/19/24-5/18/24 | 468.88 |
| | | | 9511970006APR24 | | 670-7000-473.26-07 | 951-197-0006 4/5/2024-5/4/2024 | 1,010.00 |
| **191258** | 5/2/2024 | GAS COMPANY, THE | 03292684002AP24 | | 001-4000-461.26-06 | COMM CENTER 3/15/24-4/15/24 | 85.56 |
| | | | 05192710001AP24 | | 001-3600-461.26-06 | PARKS & REC 3/15/24-4/15/24 | 21.82 |
| | | | 07702683751AP24 | | 001-2200-421.26-06 | 125 E RAMSEY 3/15/24-4/15/24 | 1,045.49 |
| | | | 09142474007AP24 | | 001-4050-461.26-06 | SENIOR CENTER 3/15/24-4/15/24 | 360.14 |
| | | | 15684815176AP24 | | 705-4500-412.26-06 | 99 E RAMSEY ST 3/15/24-4/15/24 | 25.44 |
| | | | 16108344439AP24 | | 001-4010-461.26-06 | AQUATICS 3/15/24-4/15/24 | 51.25 |
| **191259** | 5/2/2024 | GREEN DREAM INTERNATIONAL LLC | GDIAH-032412-7 | 032412 | 660-6300-471.45-17 | CLASS II BASE AND SAND | 374.50 |
| **191260** | 5/2/2024 | GSI ENVIRONMENTAL INC | 4042-01 | 032828 | 600-5100-435.33-11 | BANN AIRPORT PERMIT ASST. | 3,750.00 |
| | | | | | 600-5100-435.41-04 | BANN AIRPORT PERMIT ASST. | 1,200.00 |
| **191261** | 5/2/2024 | HAZEN AND SAWYER | 20062-001-46 | 029243 | 661-6300-471.90-78 | WELLC-8 CONSTRUCTION MGMT | 17,990.24 |
| | | | | | 661-6300-471.95-08 | WELLC-8 CONSTRUCTION MGMT | 41,957.26 |
| **191262** | 5/2/2024 | HOME DEPOT #8987 | 3012221 | 032249 | 660-6300-471.45-16 | PIPE STRAPS (9) ANVIL CULTIVATOR (2) | 147.37 |
| | | | 3021273 | 032249 | 660-6300-471.45-16 | PIPE CLAMP (4) | 24.65 |
| | | | 5211689 | 032194 | 704-3200-412.30-02 | CREDIT FOR LIGHT BULBS | (48.43) |
| | | | 8020923 | 032194 | 704-3200-412.30-02 | AIR PURIFIER | 311.40 |
| | | | 9011751 | 032194 | 704-3200-412.30-02 | TOOLS/SUPPLIES | 35.78 |
| | | | 9523665 | 032314 | 670-7000-473.45-16 | ROOFING NAILS | 59.94 |
| **191263** | 5/2/2024 | IBEW LOCAL 47 RETIREE MEDICAL TRUST | 20240503 | | 001-0000-204.80-10 | PAYROLL SUMMARY | 3,038.87 |
| **191264** | 5/2/2024 | IRON MOUNTAIN INFORMATION MGMT, LLC | JJRV793 | 032393 | 670-7000-473.33-11 | SHREDDING SERVICES | 143.51 |
| **191265** | 5/2/2024 | LIT WORKSHOP INC | 81025 | 032771 | 810-9700-490.90-60 | OPV ERF SHELTERS | 36,670.00 |
| **191266** | 5/2/2024 | MC AVOY & MARKHAM | 17118-1 | | 670-0000-131.00-00 | 1P PV RESIDENTIAL METERS PO NUM 032579 | 167,466.32 |
| | | | 17118-2 | | 670-0000-131.00-00 | 1P PV PRODUCTION METERS PO NUM 032579 | 229,363.52 |
| **191267** | 5/2/2024 | NOR-CAL PUMP & WELL DRILLING INC | 235018-1 | 032617 | 660-0000-232.00-00 | WELL M12A DRILLING RETAINAGE | (23,629.01) |
| | | | | | 660-6300-471.95-08 | WELL M12A DRILLING | 472,580.10 |
| **191268** | 5/2/2024 | O'REILLY AUTO PARTS | 6117-195840 | 032350 | 702-3800-480.38-52 | OIL FILTER #13 | 5.70 |
| **191269** | 5/2/2024 | PACKHAM & TOOMEY, INC | 2024165 | 032542 | 600-5100-435.30-06 | MONTHLY SPCC INSPECTION | 125.00 |
| **191270** | 5/2/2024 | PARS | 20240503 | | 001-0000-204.25-00 | PAYROLL SUMMARY | 265.50 |
| **191271** | 5/2/2024 | PARTS AUTHORITY | 062-146610 | 032423 | 702-3800-480.38-52 | OIL FILTER #13 | 10.62 |
| **191272** | 5/2/2024 | PRESS-ENTERPRISE, THE | 0011662092 | 032597 | 001-3000-442.23-01 | RFB 24-064 DESIGN UPGRADE TRAFFIC SIGNAL | 136.77 |
| **191273** | 5/2/2024 | RIV. CO. HEALTH SVCS AGENCY | IN0507629 | | 001-4010-461.41-04 | HEALTH PERMIT - POOL | 422.00 |
| **191274** | 5/2/2024 | RIVERSIDE COUNTY SHERIFF-PSEC | PE0000001662 | | 001-2200-421.26-07 | CNTY OF RIV PUBLIC SAFETY 3/1/24-3/31/24 | 4,865.29 |
| **191275** | 5/2/2024 | SC FUELS | IN-0000482308 | | 702-3800-480.36-11 | CLR CARB ULS #2 | 2,042.79 |
| | | | | | | UNL ETH 10 | 31,512.78 |
| **191276** | 5/2/2024 | SCA OF CA, LLC | 158216PS | 031802 | 100-4900-431.33-11 | SPCL SWPNG SRVCS-03/05/24 | 480.00 |
| **191277** | 5/2/2024 | SO CAL JOINT POLE COMMITTEE | 22097 | | 670-7000-473.27-11 | OPERATING EXPENSES FEBRUARY 2024 | 865.66 |
| | | | 22129 | | 670-7000-473.27-11 | OPERATING EXPENSES MARCH 2024 | 1,541.25 |

**City of Banning**
**Warrant List Detail May 2024**

| Warrant Number | Warrant Date | Vendor Name | Invoice Number | P.O. Number | Account Number | Payment Description | Warrant Amount |
|---|---|---|---|---|---|---|---|
| **191278** | 5/2/2024 | STAPLES BUSINESS ADVANTAGE | 6001045592 | 032342 | 001-2200-421.36-00 | PD SUPPLIES | 682.38 |
| | | | 6001045594 | 032342 | 001-2200-421.36-00 | PD SUPPLIES | 317.82 |
| | | | 6001116161 | 032342 | 001-2200-421.36-00 | PD SUPPLIES | 83.54 |
| | | | 6001139864 | 031608 | 610-5800-434.36-00 | SUPPLIES TRANSIT | 89.41 |
| | | | 6001150568 | 032341 | 705-4500-412.36-00 | FACIAL TISSUE | 55.16 |
| | | | 6001209364 | 032340 | 670-7000-473.36-00 | OFFICE SUPPLIES | 17.77 |
| | | | 6001249352 | 032341 | 001-1900-412.36-00 | 15 INCH ONYX ROUND CLOCK | 40.42 |
| **191279** | 5/2/2024 | SUPERION, LLC | 388331 | 032823 | 670-7000-473.90-49 | NAVILINE-FIXED ASSETS & WO INTERFACE 9/23-9/24 | 2,759.31 |
| **191280** | 5/2/2024 | THOMPSON, JAMES | EYEWEAR FY24 | | 001-3000-442.25-10 | EMPLOYEE EYEWEAR REIMB-IBEW GENERAL MOU | 250.00 |
| **191281** | 5/2/2024 | TOP-LINE INDUSTRIAL SUPPLY, LCC | 468193 | 032261 | 702-3800-480.38-52 | SUPPLIES | 67.05 |
| **191282** | 5/2/2024 | TREMBLY, CHRIS | EYEWEAR FY24 | | 660-6300-471.25-10 | EMPLOYEE EYEWEAR REIMB-IBEW UTILITY MOU | 137.92 |
| **191283** | 5/2/2024 | UNDERGROUND SERVICE ALERT | 23-2425289 | | 100-4900-431.30-13 | CA STATE FEE-REG COSTS MAY 2024 | 14.10 |
| | | | | | 660-6300-471.45-08 | CA STATE FEE-REG COSTS MAY 2024 | 14.09 |
| | | | | | 670-7000-473.45-05 | CA STATE FEE-REG COSTS MAY 2024 | 14.09 |
| | | | 420240044 | | 100-4900-431.30-13 | 55 NEW TICKETS MAY 2024 | 35.41 |
| | | | | | 660-6300-471.45-08 | 55 NEW TICKETS MAY 2024 | 35.42 |
| | | | | | 670-7000-473.45-05 | 55 NEW TICKETS MAY 2024 | 35.42 |
| **191284** | 5/2/2024 | USDA FOREST SERVICE | BF051253AE127 | | 660-6300-471.41-04 | SGD121101 WA TRANS PIPEL 2024 ANNUAL BILL | 1,144.01 |
| **191285** | 5/2/2024 | WALLACE, COLLEEN | MILEAGE APR24 | | 001-1000-411.23-05 | RCA/MSJC ST OF COLLEGE MILEAGE APR 2024 WALLACE | 0.00 |
| **191286** | 5/2/2024 | WEST COAST ARBORISTS, INC | 212999 | 032767 | 001-3600-461.23-17 | TREE SERVICES | 4,560.00 |
| **191287** | 5/2/2024 | YUNEX, LLC | 5610001846 | 032407 | 100-4900-431.30-09 | TRAFFIC SIGNAL-CALL OUTS MARCH 2024 | 1,476.00 |
| | | | 90001900 | 032407 | 100-4900-431.30-09 | TRAFF SGNL MAINT-MAR 2024 | 648.00 |
| **191288** | 5/6/2024 | WALLACE, COLLEEN | MILEAGE APR24 | | 001-1000-411.23-05 | RCA/MSJC ST OF COLLEGE MILEAGE APR 2024 WALLACE | 85.66 |
| **191289** | 5/9/2024 | ADVANCED WORKPLACE STRATEGIES INC | 612356 | | 001-1300-412.33-32 | DRUG TESTS | 213.85 |
| **191290** | 5/9/2024 | AMAZON BUSINESS | 117K-9JTG-1P6G | 032293 | 690-9600-453.36-00 | CREDIT FOR 1CRG-YTYY-HLF6 | (37.70) |
| | | | 11DL-LF4D-6GXJ | 032381 | 001-2740-442.36-04 | OFFICE SUPPLIES | 232.37 |
| | | | 14LC-3TWV-K1Y3 | 032296 | 001-4000-461.36-09 | EARTH DAY EVENT SUPPLIES | 304.85 |
| | | | 1G3F-V4R3-KYPJ | 032296 | 001-4010-461.36-09 | LIFEGUARD SUPPLIES | 342.45 |
| | | | 1GYC-NFTM-DQ39 | 032381 | 001-2800-441.36-00 | OFFICE SUPPLIES | 203.79 |
| | | | 1PTH-7NFY-CN6F | 032299 | 001-1900-412.36-00 | WALL CLOCK | 30.82 |
| | | | | | 001-1910-412.89-46 | CHAIRS (2) | 350.95 |
| | | | 1QC9-RXN3-VPLD | 032296 | 001-4000-461.36-09 | NAME TAGS | 36.27 |
| | | | 1RM4-FP49-GWLK | 032299 | 001-1910-412.36-00 | ROLLING BRIEFCASE/SCREEN | 157.61 |
| **191291** | 5/9/2024 | AMERICAN FIDELITY ASSURANCE | APRIL 2024 | | 001-0000-204.30-00 | WHOLE/TERM LIFE APRIL 2024 | 7,886.08 |
| | | | | | 001-0000-204.80-02 | CANCER POLICY APRIL 2024 | 4,014.28 |
| | | | | | 001-0000-204.80-09 | ACCIDENT POLICY APRIL 2024 | 3,920.80 |
| | | | | | 001-0000-204.80-11 | DISABILITY SUPP STD APRIL 2024 | 6,973.72 |
| | | | | | 001-0000-204.80-12 | CRITICAL ILLNESS APRIL 2024 | 2,007.30 |
| | | | | | 001-0000-204.80-16 | GROUP HOSP INDEMNITY APRIL 2024 | 1,176.14 |
| | | | FEBRUARY 2024 | | 001-0000-204.30-00 | WHOLE/TERM LIFE FEBRUARY 2024 | 7,893.74 |
| | | | | | 001-0000-204.80-02 | CANCER POLICY FEBRUARY 2024 | 4,055.60 |
| | | | | | 001-0000-204.80-09 | ACCIDENT POLICY FEBRUARY 2024 | 3,980.30 |
| | | | | | 001-0000-204.80-11 | DISABILITY SUPP STD FEBRUARY 2024 | 7,014.66 |
| | | | | | 001-0000-204.80-12 | CRITICAL ILLNESS FEBRUARY 2024 | 2,038.44 |
| | | | | | 001-0000-204.80-16 | GROUP HOSP INDEMNITY FEBRUARY 2024 | 1,160.02 |
| | | | MARCH 2024 | | 001-0000-204.30-00 | WHOLE/TERM LIFE MARCH 2024 | 7,886.08 |
| | | | | | 001-0000-204.80-02 | CANCER POLICY MARCH 2024 | 4,014.28 |
| | | | | | 001-0000-204.80-09 | ACCIDENT POLICY MARCH 2024 | 3,920.80 |
| | | | | | 001-0000-204.80-11 | DISABILITY SUPP STD MARCH 2024 | 6,973.72 |
| | | | | | 001-0000-204.80-12 | CRITICAL ILLNESS MARCH 2024 | 2,007.30 |
| | | | | | 001-0000-204.80-16 | GROUP HOSP INDEMNITY MARCH 2024 | 1,176.14 |
| **191292** | 5/9/2024 | ARTISTIC MAINTENANCE, INC. | 0194232-IN | 030561 | 111-4900-432.23-29 | LMD MAINTENANCE | 4,092.00 |
| **191293** | 5/9/2024 | ASBURY ENVIRONMENTAL SERVICES DBA | 1500-01064537 | 032501 | 702-3800-480.23-49 | EMPTY DRUM DISP-METAL | 100.00 |
| **191294** | 5/9/2024 | ATBACKGROUNDS | 3780 | | 001-1300-412.33-11 | BACKGROUND SCREEN DECEMBER 2023 | 80.50 |
| **191295** | 5/9/2024 | AUER, WILLIAM | TUITION FY24C | | 001-2200-421.25-09 | TUITION REIMBURSEMENT AUER | 621.00 |
| **191296** | 5/9/2024 | AVILA, SOL | TUITION FY24B | | 001-2200-421.25-09 | TUITION REIMBURSEMENT S AVILA | 459.00 |
| **191297** | 5/9/2024 | BANNING POLICE OFFICERS ASSOC. | APRIL 2024 | | 001-0000-204.50-00 | POLICE OFFICER ASSOC DUES APRIL 2024 | 3,010.30 |
| **191298** | 5/9/2024 | BANNING UNIFIED SCHOOL DIST. | CHALLENGE FY24 | | 675-7020-473.42-84 | SPONSORSHIP 2024 INLAND SOLAR CHALLENGE | 2,000.00 |

**City of Banning**
**Warrant List Detail May 2024**

| Warrant Number | Warrant Date | Vendor Name | Invoice Number | P.O. Number | Account Number | Payment Description | Warrant Amount |
|---|---|---|---|---|---|---|---|
| **191299** | 5/9/2024 | BEAUMONT DO IT BEST HOME CENTER | 541947 | 032304 | 704-3200-412.30-02 | HI STRENGTH 90 ADHESIVE | 21.54 |
| | | | 541974 | 032304 | 704-3200-412.30-02 | TOOLS/SUPPLIES | 216.55 |
| | | | 542028 | 032304 | 704-3200-412.30-02 | TOOLS/SUPPLIES | 39.75 |
| | | | 542109 | 032304 | 100-4900-431.36-00 | TOOLS/SUPPLIES | 80.23 |
| | | | 542121 | 032304 | 704-3200-412.30-02 | TOOLS/SUPPLIES | 19.16 |
| | | | 542188 | 032304 | 704-3200-412.30-02 | TOOLS/SUPPLIES | 13.13 |
| | | | | | 810-9700-490.90-59 | TOOLS/SUPPLIES | 22.80 |
| | | | 542240 | 032278 | 001-3600-461.30-01 | BALL VALVE AND SUPPLIES | 81.79 |
| | | | 542248 | 032278 | 001-3600-461.30-01 | REFUND | (6.25) |
| | | | 542257 | 032304 | 704-3200-412.30-02 | TOOLS/SUPPLIES | 83.70 |
| | | | 542302 | 032304 | 704-3200-412.30-02 | TAPE | 7.10 |
| **191300** | 5/9/2024 | BOBERG ENGINEERING INC | 000110209 | | 001-0000-218.22-22 | UB CR REFUND-FINALS 000055414 | 358.90 |
| **191301** | 5/9/2024 | BPS TACTICAL, INC | 24020819 | 032813 | 810-9700-490.90-59 | OPV VEST COVERS | 2,375.89 |
| **191302** | 5/9/2024 | BURKE, WILLIAMS & SORENSON LLP | 319128 | | 700-5300-480.33-04 | PRO SVCS FILE #08691-0002 MARCH 2024 | 1,952.50 |
| **191303** | 5/9/2024 | BUSINESS TELECOMMUNICATION | 21188 | 032818 | 703-3700-480.30-19 | AGREEMENT MIVOICE CONNECT GOLD + SUPPORT 2024 | 8,828.36 |
| | | | 21206 | 032819 | 001-1900-412.89-48 | MITEL PHONE & SUPPORT | 542.41 |
| **191304** | 5/9/2024 | CA. DEPT OF TRANSPORTATION | SL240745 | | 100-4900-431.26-02 | SIGNALS & LIGHTING JANUARY 2024-MARCH 2024 | 2,397.13 |
| **191305** | 5/9/2024 | CALDERON, SANDRA B | 2485875 | | 001-2800-441.23-06 | EXAM & APPLICATION FEE NOTARY PUBLIC EXPENSES | 40.00 |
| | | | | | | NOTARY TRAINING CLASS NOTARY PUBLIC EXPENSES | 26.25 |
| | | | | | | RIV CNTY NOTARY/BOND REG NOTARY PUBLIC EXPENSES | 73.64 |
| | | | | | 001-2800-441.25-05 | MILEAGE TO RV CNTY CLERK NOTARY PUBLIC EXPENSES | 33.47 |
| | | | | | | MILEAGE TO TEST SITE NOTARY PUBLIC EXPENSES | 60.15 |
| **191306** | 5/9/2024 | CALIFORNIA LAW ENFORCE ASSN | MAY 2024 | | 001-0000-204.80-13 | POLICE LTD PREMIUMS MAY 2024 | 1,152.00 |
| **191307** | 5/9/2024 | CARLOS, MARIO | 022515 | | 810-9700-490.90-59 | REPLACEMENT KEYS OPP VIL APR 2024 | 36.17 |
| | | | 0491305 | | 810-9700-490.90-59 | RESIDENT TRANSPORT TO DMV OPP VIL APR 2024 | 38.00 |
| **191308** | 5/9/2024 | CASC ENGINEERING AND CONSULTING INC | 0051044 | 030724 | 001-2800-441.33-42 | FOCUS AMEND-LAND USE THRU MARCH 2024 | 1,219.50 |
| **191309** | 5/9/2024 | CDW GOVERNMENT, INC | QM99685 | 032212 | 690-9600-453.36-00 | WASTE MGMT EQUIPMENT | 42.09 |
| | | | QS34821 | 032808 | 222-0001-410.89-48 | DELL LAPTOP-FINANCE DSM5LY3-DATUIN | 1,821.97 |
| | | | | | | DELL LAPTOP-FINANCE 5VM5LY3-STAFFORD | 1,821.96 |
| | | | QT20067 | 032382 | 001-2700-442.89-48 | WIRED KEYB/MOUSE MJANISCH | 14.76 |
| | | | QV22781 | 032268 | 703-3700-480.30-19 | STARTECH HDMI CABLE | 48.41 |
| | | | QV82958 | 032820 | 703-3700-480.30-17 | BARRACUDA WEB FILTER | 1,757.76 |
| **191310** | 5/9/2024 | CELL BUSINESS EQUIPMENT (CBE) | IN2690247 | 032562 | 001-1300-412.30-17 | OVERAGE CHARGES 11/20/23-12/19/23 | 33.22 |
| | | | IN2698393 | 032562 | 001-1300-412.30-17 | OVERAGE CHARGES 12/20/23-1/19/24 | 59.00 |
| | | | IN2707934 | 032562 | 001-1300-412.30-17 | OVERAGE CHARGES 1/20/24-2/19/24 | 61.43 |
| | | | IN2717092 | 032562 | 001-1300-412.30-17 | OVERAGE CHARGES 2/20/24-3/19/24 | 49.23 |
| | | | IN2730431 | 032335 | 001-4000-461.30-06 | COPIER MAINTENANCE | 35.12 |
| | | | | | 660-6300-471.30-06 | COPIER MAINTENANCE | 14.55 |
| | | | | | 670-7000-473.30-06 | COPIER MAINTENANCE | 63.37 |
| | | | | | 705-4500-412.30-06 | COPIER MAINTENANCE | 593.19 |
| | | | | | 761-3100-480.30-06 | COPIER MAINTENANCE | 489.79 |
| **191311** | 5/9/2024 | CINTAS CORPORATION | 4190785287 | 032319 | 100-4900-431.25-02 | UNIFORM-STREETS | 91.04 |
| | | | | | 704-3200-412.25-02 | UNIFORM-BUILD MAINT | 10.78 |
| | | | 4190785293 | 032320 | 001-3600-461.25-02 | UNIFORM-PARKS | 51.13 |
| | | | 4191437424 | 032431 | 702-3800-480.25-02 | UNIFORM-FLEET | 74.21 |
| | | | 4191437481 | 032432 | 610-5800-434.25-02 | UNIFORM-TRANSIT | 119.79 |
| | | | | | 610-5850-434.25-02 | UNIFORM-DAR | 11.13 |
| **191312** | 5/9/2024 | CITY OF BANNING (BNG) | FC B-5 MAY24 | | 705-4500-412.32-06 | HANGAR FC B-5 CARRIAGES MAY 2024 | 185.89 |
| **191313** | 5/9/2024 | CITY OF BANNING TRANSIT | 1 | | 690-9600-453.23-01 | TRANSIT ADVERTISING PROG 12 SPACES/6 MONTHS | 21,600.00 |
| **191314** | 5/9/2024 | CORNERSTONE DEVELOPMENT CO. | 2734 | | 673-7000-473.96-54 | SUN LAKES BLVD PROJECT | 8,900.00 |
| | | | 2735 | | 673-7000-473.96-39 | LINCOLN ST RECOND 032541 | 41,920.00 |
| | | | 2736 | | 673-7000-473.96-42 | MIAS CANYON RECON 032541 | 16,400.00 |
| **191315** | 5/9/2024 | COUNSELING TEAM INTERNATIONAL, THE | 90298 | | 700-5040-480.23-07 | EMPLOYEE SUPPORT SRVS APRIL 2024 | 700.00 |
| | | | 90979 | | 700-5040-480.23-07 | EMPLOYEE SUPPORT SRVS APRIL 2024 | 700.00 |
| | | | INV100105 | | 700-5040-480.23-07 | EMPLOYEE SUPPORT SRVS APRIL 2024 | 300.00 |
| **191316** | 5/9/2024 | COUTS HEATING & COOLING, INC | 12465388 | 032374 | 704-3200-412.30-21 | SERVICE CALL- BANNING PD | 620.00 |
| **191317** | 5/9/2024 | CYBERTIME NETWORK COMMUNICATIONS | 1521-240601 | 032557 | 660-6300-471.26-07 | CITY LOOPED MICROWAVE BAC | 1,900.00 |
| | | | 1522-240602 | 032558 | 703-3700-480.30-19 | INTERNET CIRCUIT-CITY HAL | 699.00 |

**City of Banning**
**Warrant List Detail May 2024**

| Warrant Number | Warrant Date | Vendor Name | Invoice Number | P.O. Number | Account Number | Payment Description | Warrant Amount |
|---|---|---|---|---|---|---|---|
| **191318** | 5/9/2024 | DELTA DENTAL INSURANCE COMPANY | APRIL 2024 | | 001-0000-204.32-00 | DENTAL - HMO APRIL 2024 | 1,007.18 |
| | | | | | | DENTAL - HMO APRIL 2024 ADJUSTMENTS | 60.12 |
| | | | MARCH 2024 | | 001-0000-204.32-00 | DENTAL - HMO MARCH 2024 | 977.12 |
| | | | | | | DENTAL - HMO MARCH 2024 ADJUSTMENTS | 183.84 |
| **191319** | 5/9/2024 | DELTA DENTAL OF CALIFORNIA | APRIL 2024 | | 001-0000-204.32-00 | DENTAL - PPO APRIL 2024 | 7,256.68 |
| | | | MARCH 2024 | | 001-0000-204.32-00 | DENTAL - PPO MARCH 2024 | 7,256.68 |
| **191320** | 5/9/2024 | DIAMOND HILLS CHEVROLET BUICK GMC | 3035289 | 032324 | 702-3800-480.38-52 | MOLDING SIDE STEP #43 | 49.20 |
| **191321** | 5/9/2024 | ENGINEERING RESOURCES OF SO CA | 59934 | 032552 | 660-6300-471.33-11 | STAFF AUGMENTATION | 6,048.00 |
| | | | | | 680-8000-454.33-11 | STAFF AUGMENTATION | 2,592.00 |
| | | | 59946 | 032559 | 001-3000-442.33-53 | PLAN CHECK SERVICES | 59,307.83 |
| | | | 60001 | 032559 | 001-3000-442.33-53 | INSPECTION SERVICES | 57,269.23 |
| **191322** | 5/9/2024 | ENTERPRISE FM TRUST | FBN5032663 | | 001-2200-421.32-06 | PD #40 MAY 2024 | 314.77 |
| | | | | | 001-2300-424.32-06 | ANIMAL CONTROL #80 MAY 2024 | 927.47 |
| | | | | | 001-2400-422.32-06 | FIRE #110 MAY 2024 | 442.06 |
| | | | | | 001-2740-442.32-06 | CODE ENF #437 438 MAY 2024 | 1,029.39 |
| | | | | | 001-3000-442.32-06 | ENGINEERING #1201 MAY 2024 | 661.46 |
| | | | | | 001-3600-461.32-06 | PARKS #702 703 704 MAY 2024 | 1,465.07 |
| | | | | | 100-4900-431.32-06 | STREETS #600 626 627 628 MAY 2024 | 2,334.12 |
| | | | | | | STREETS #624 625 MAY 2024 | 1,180.35 |
| | | | | | 660-6300-471.32-06 | WATER #800 MAY 2024 | 6,748.99 |
| | | | | | | WATER #802 804 MAY 2024 | 1,257.38 |
| | | | | | | WATER #817 830 831 833 #838 839 840 841 908 | 6,270.64 |
| | | | | | 670-7000-473.32-06 | ELEC 302 310 314 317 318 MAY 2024 | 3,495.95 |
| | | | | | 702-3800-480.32-06 | FLEET #205 MAY 2024 | 275.79 |
| | | | | | 761-3110-480.32-06 | METER #505 MAY 2024 | 441.65 |
| **191323** | 5/9/2024 | ENTERPRISE RENT-A-CAR | 35838049 | | 001-1000-411.23-05 | RENTAL CAR 4/16-19 TV2424 C WALLACE | 262.71 |
| **191324** | 5/9/2024 | EXECUTIVE FACILTIES SERVICES INC | 31440 | 032334 | 704-3200-412.33-18 | JANITORIAL SUPPLIES | 15,187.69 |
| **191325** | 5/9/2024 | FLINT, AUSTIN | TRAVEL 4/29-30 | | 001-1900-412.23-06 | GRANT WRITING USA TRAVEL 4/29-30 FLINT | 186.46 |
| **191326** | 5/9/2024 | FRONTIER COMMUNICATIONS | 9518493260MAY24 | | 705-4500-412.26-05 | 951-849-3260 4/28/24-5/27/24 | 324.21 |
| **191327** | 5/9/2024 | FUN EXPRESS | 730664472301 | | 001-0000-201.10-00 | SALES TAX 32446 | (56.12) |
| | | | | 032446 | 001-4020-461.36-09 | DAY CAMP SUPPLIES | 780.27 |
| | | | 73066472302 | | 001-0000-201.10-00 | SALES TAX 32446 | (26.89) |
| | | | | 032446 | 001-4020-461.36-09 | DAY CAMP CRAFTS | 373.80 |
| | | | 73069073201 | | 001-0000-201.10-00 | SALES TAX 032445 | (4.48) |
| | | | | 032445 | 001-5400-446.41-86 | WESTERN DAYS CRAFTS | 62.33 |
| | | | 73076568701 | | 001-0000-201.10-00 | SALES TAX 32446 | (14.46) |
| | | | | 032446 | 001-4020-461.36-09 | DAY CAMP CRAFTS | 201.03 |
| **191328** | 5/9/2024 | GALLS, LLC | 026743155 | 032388 | 001-2740-442.36-04 | CODE ENF-VESTS (3) | 3,831.69 |
| **191329** | 5/9/2024 | GAS COMPANY, THE | 19499362408AP24 | | 100-4900-431.26-06 | 176 E LINCOLN 3/22/24-4/22/24 | 119.93 |
| | | | | | 660-6300-471.26-06 | 176 E LINCOLN 3/22/24-4/22/24 | 267.55 |
| | | | | | 670-7000-473.26-06 | 176 E LINCOLN 3/22/24-4/22/24 | 267.55 |
| | | | | | 702-3800-480.26-06 | 176 E LINCOLN 3/22/24-4/22/24 | 267.55 |
| **191330** | 5/9/2024 | GRAINGER | 9106839195 | 032313 | 702-3800-480.38-52 | DISINFECTING WIPES | 123.56 |
| **191331** | 5/9/2024 | HAZEN AND SAWYER | 20062-001-47 | 029243 | 661-6300-471.90-78 | DESIGN OF WELL C8 | 16,593.28 |
| | | | | | 661-6300-471.95-08 | DESIGN OF WELL C8 | 38,699.22 |
| **191332** | 5/9/2024 | HOME DEPOT #8987 | 1012575 | 032194 | 704-3200-412.36-00 | 2 PIECE RAINSUIT | 19.25 |
| | | | 2012438 | 032194 | 704-3200-412.30-02 | EVAP COOLER PADS | 426.69 |
| **191333** | 5/9/2024 | I.B.E.W. LOCAL 47 | APRIL 2024 | | 001-0000-204.53-00 | GEN/UTILITY UNION DUES APRIL 2024 | 10,891.46 |
| **191334** | 5/9/2024 | I.B.E.W. LOCAL 47 (PAC) | APRIL 2024 | | 001-0000-204.80-01 | PAC DUES APRIL 2024 | 40.00 |
| **191335** | 5/9/2024 | INNOVATIVE EMERGENCY EQUIPMENT | 32789 | 032331 | 702-3800-480.38-52 | PUSH BUMPER #03 | 141.83 |
| **191336** | 5/9/2024 | INTERNATIONAL CODE COUNCIL, INC | ICCFY24-27 | 032812 | 001-2700-442.23-03 | ICC GOV MEMBERSHIP 3 YEAR | 383.00 |
| **191337** | 5/9/2024 | JACKSON, JENNIFER | EYEWEAR FY24C | | 001-1230-412.25-10 | EYEWEAR REIMB FY24 PER TEAMSTERS MOU | 20.59 |
| **191338** | 5/9/2024 | JEWS, NICOLE | MEALS 5/20-22 | | 001-1300-412.23-05 | 2024 CAHR24 MEALS 5/20-22 JEWS | 67.75 |
| **191339** | 5/9/2024 | LIEBERT CASSIDY WHITMORE | 262740 | | 700-5300-480.33-04 | ERMA # BA060-00050 | 1,713.00 |
| | | | 263964 | | 700-5300-480.33-04 | ERMA # BA060-00050 | 321.00 |
| | | | 263965 | | 700-5300-480.33-04 | ERMA # BA060-00051 | 2,073.00 |
| | | | 263966 | | 700-5300-480.33-04 | ERMA # BA060-00054 | 1,815.00 |
| | | | 263974 | | 700-5300-480.33-04 | ERMA # BA060-00055 | 1,195.50 |

**City of Banning**
**Warrant List Detail May 2024**

| Warrant Number | Warrant Date | Vendor Name | Invoice Number | P.O. Number | Account Number | Payment Description | Warrant Amount |
|---|---|---|---|---|---|---|---|
| **191340** | 5/9/2024 | LOZANO SMITH LLP | 2213432 | | 700-5300-480.33-04 | LEGAL SVC #000124 FEBRUARY 2024 | 586.50 |
| | | | 2213434 | | 700-5300-480.33-04 | LEGAL SVC #000127 FEBRUARY 2024 | 6,060.50 |
| | | | 2213435 | | 700-5300-480.33-04 | LEGAL SVC #000130 FEBRUARY 2024 | 455.00 |
| | | | 2213439 | | 700-5300-480.33-04 | LEGAL SVC #000135 FEBRUARY 2024 | 12,289.82 |
| | | | 2216102 | | 700-5300-480.33-04 | LEGAL SVC #000124 MARCH 2024 | 162.50 |
| | | | 2216104 | | 700-5300-480.33-04 | LEGAL SVC #000127 MARCH 2024 | 195.00 |
| **191341** | 5/9/2024 | MARIPOSA LANDSCAPES, INC | 106659 | 032405 | 001-2200-421.23-29 | LANDSCAPE MAINTENANCE | 2,438.13 |
| | | | | | 001-2400-422.30-01 | LANDSCAPE MAINTENANCE | 1,812.00 |
| | | | | | 100-4900-431.23-29 | LANDSCAPE MAINTENANCE | 2,918.10 |
| | | | | | 704-3200-412.23-29 | LANDSCAPE MAINTENANCE | 2,332.13 |
| | | | 106781 | 032405 | 100-4900-431.23-29 | IRR REPAIR- REPPLIER PARK | 893.41 |
| **191342** | 5/9/2024 | MARQUEZ, HOMERO | 000111105 | | 001-0000-218.22-22 | UB CR REFUND-FINALS 000006734 | 210.28 |
| **191343** | 5/9/2024 | MC AVOY & MARKHAM | 17171 | 032620 | 670-7000-473.45-11 | ZIGBEE DONGLE (3) | 1,085.41 |
| **191344** | 5/9/2024 | MORALES CAMPOS, SERGIO | 000073477 | | 001-0000-218.22-22 | UB CR REFUND-FINALS 000060460 | 251.14 |
| **191345** | 5/9/2024 | MOST DEPENDABLE FOUNTAINS | INV77066 | 032730 | 110-5500-461.90-37 | PARK FOUNTAINS | 19,209.26 |
| | | | | | 110-5500-461.90-38 | PARK FOUNTAINS | 15,370.86 |
| **191346** | 5/9/2024 | MOYLE, GEREMY | 000057425 | | 001-0000-218.22-22 | UB CR REFUND-FINALS 000012200 | 131.43 |
| **191347** | 5/9/2024 | NORTH GLASS AND GLAZING SERVICE INC | 041524-01 | 032829 | 704-3200-412.30-02 | PLEXI REMOVAL/INSTALL | 749.00 |
| **191348** | 5/9/2024 | O'REILLY AUTO PARTS | 6117-196681 | 032350 | 702-3800-480.38-52 | FLEETRUNNER #09 | 34.71 |
| **191349** | 5/9/2024 | ONESOURCE DISTRIBUTORS | S007427387.002 | | 670-0000-131.00-00 | LED STREET LIGHT PO NUM 032765 | 5,327.16 |
| | | | S007451128.001 | | 670-0000-131.00-00 | INSULATOR POLYMER PO NUM 032815 | 2,925.41 |
| | | | S6959529.010 | | 670-0000-131.00-00 | SMU20 FUSE 125A PO NUM 032815 | (6,477.93) |
| **191350** | 5/9/2024 | PACKHAM & TOOMEY, INC | 2024112 | 032542 | 600-5100-435.30-06 | SOUTH COAST AQMD TEST | 400.00 |
| **191351** | 5/9/2024 | PALLET PBC | INV201415 | 032672 | 810-0000-232.00-00 | FINAL RETENTION PALLET SHELTERS (45) | 3,316.78 |
| **191352** | 5/9/2024 | PARKHOUSE TIRE, INC. | 2010897647 | 032427 | 702-3800-480.38-52 | TIRE #313 | 124.80 |
| **191353** | 5/9/2024 | PARTS AUTHORITY | 062-164454 | 032423 | 702-3800-480.38-52 | SERPENTINE BELT #246 | 46.72 |
| | | | 062-164944 | 032423 | 702-3800-480.38-52 | ALTERNATOR #09 | 297.71 |
| | | | 062-176300 | 032423 | 702-3800-480.38-52 | PARKS-GLOVES (6) | 57.02 |
| | | | 062-186732 | 032423 | 702-3800-480.38-52 | OIL FILTERS #234 | 139.74 |
| | | | 091-059128 | 032423 | 702-3800-480.38-52 | ALTERNATOR CORE CREDIT #9 | (80.81) |
| | | | 091-328693 | 032423 | 702-3800-480.38-52 | CABIN AIR #1003 | 15.93 |
| | | | 091-329106 | 032423 | 702-3800-480.38-52 | OIL FILTERS #242 | 139.74 |
| **191354** | 5/9/2024 | PATTON, CAROLINE | EYEWEAR FY24B | | 001-1400-412.25-10 | EMPLOYEE EYEWEAR REIMB PER TEAMSTERS MOU | 136.57 |
| **191355** | 5/9/2024 | PAYPRO ADMINISTRATORS | 041265 | | 001-1300-412.33-11 | COBRA ADMIN SVC FEBRUARY 2024 | 115.00 |
| | | | 041612 | | 001-1300-412.33-11 | COBRA ADMIN SVC MARCH 2024 | 115.00 |
| **191356** | 5/9/2024 | PLACER LABS INC | 12.5080 | 032840 | 001-1210-412.33-11 | ECON DEV ANALYTICS | 16,900.00 |
| **191357** | 5/9/2024 | PNW HOLDINGS LLC | 000110117 | | 001-0000-218.22-22 | UB CR REFUND-FINALS 000002172 | 73.89 |
| **191358** | 5/9/2024 | PRESS-ENTERPRISE, THE | 0011666623 | 032597 | 670-7000-473.23-01 | RFP 24-070 ELECTRIC MASTR | 126.17 |
| | | | 0011666692 | 032597 | 600-5100-435.23-01 | RFP 24-068 IG PERMIT MNGT | 126.17 |
| **191359** | 5/9/2024 | QUINN COMPANY | PCA00424681 | 031627 | 702-3800-480.38-52 | PARTS #805 | 390.30 |
| | | | PCA00424926 | 031627 | 702-3800-480.38-52 | PART FREIGHT OUT | 94.73 |
| **191360** | 5/9/2024 | RACEWAY FORD INC | 3752454 | 032649 | 702-3800-480.38-52 | HUB ASY WHEEL #702 | 406.67 |
| **191361** | 5/9/2024 | RICHARDS WATSON GERSHON | 247602 | | 700-5300-480.33-04 | 0001 GENERAL SERVICES MARCH 2024 | 6,100.16 |
| | | | | | | 0005 COMMUNITY DEV MARCH 2024 | 143.00 |
| | | | | | | 0013 PERSONNEL MATTERS MARCH 2024 | 1,566.40 |
| | | | 247603 | | 700-5300-480.33-04 | 0003 CITY MANAGER MARCH 2024 | 2,412.80 |
| | | | 247604 | | 700-5300-480.33-04 | 0004 CITY CLERK MARCH 2024 | 3,190.00 |
| | | | | | | 0010 POLICE DEPT MARCH 2024 | 814.00 |
| | | | | | | 0012 WATER/WASTEWATER MARCH 2024 | 238.80 |
| | | | 247605 | | 700-5300-480.33-04 | 0005 COMMUNITY DEV MARCH 2024 | 7,885.90 |
| | | | 247606 | | 700-5300-480.33-04 | 0006 COMMUNITY SVC MARCH 2024 | 1,034.00 |
| | | | 247607 | | 700-5300-480.33-04 | 0007 ELECTRIC UTILITY MARCH 2024 | 946.00 |
| | | | 247608 | | 700-5300-480.33-04 | 0007 ELECTRIC UTILITY MARCH 2024 | 88.00 |
| | | | | | | 0008 ADMINISTRATIVE SVC MARCH 2024 | 812.85 |
| | | | 247609 | | 700-5300-480.33-04 | 0010 POLICE DEPT MARCH 2024 | 797.90 |
| | | | 247610 | | 700-5300-480.33-04 | 0005 COMMUNITY DEV MARCH 2024 | 73.60 |
| | | | | | | 0011 PUBLIC WORKS DEPT MARCH 2024 | 2,588.80 |
| | | | | | | 0012 WATER/WASTEWATER MARCH 2024 | 4,928.00 |

**City of Banning**
**Warrant List Detail May 2024**

| Warrant Number | Warrant Date | Vendor Name | Invoice Number | P.O. Number | Account Number | Payment Description | Warrant Amount |
|---|---|---|---|---|---|---|---|
| **191361** | 5/9/2024 | RICHARDS WATSON GERSHON | 247611 | | 700-5300-480.33-04 | 0012 WATER/WASTEWATER MARCH 2024 | 1,356.80 |
| | | | 247612 | | 700-5300-480.33-04 | 0013 PERSONNEL MATTERS MARCH 2024 | 4,505.79 |
| | | | | | | 0022 POLICE PERSONNEL MARCH 2024 | 673.20 |
| | | | 247613 | | 002-0000-222.34-01 | 0014 BUTTERFIELD/TRI PNT MARCH 2024 | 4,288.00 |
| | | | | | 002-2800-361.41-02 | 0014 BUTTERFIELD/TRI PNT MARCH 2024 | (4,288.00) |
| | | | | | 002-2800-441.33-04 | 0014 BUTTERFIELD/TRI PNT MARCH 2024 | 4,288.00 |
| | | | 247614 | | 700-5300-480.33-04 | 0021 CODE ENFORCEMENT MARCH 2024 | 392.00 |
| | | | 247615 | | 700-5300-480.33-04 | 0022 PD PERSONNEL MATTERS MARCH 2024 | 2,914.59 |
| | | | 247616 | | 002-0000-222.34-01 | 0062 ATWELL BONDS MARCH 2024 | 1,411.80 |
| | | | | | 002-2800-361.41-02 | 0062 ATWELL BONDS MARCH 2024 | (1,411.80) |
| | | | | | 002-2800-441.33-04 | 0062 ATWELL BONDS MARCH 2024 | 1,411.80 |
| | | | 247617 | | 002-0000-222.31-37 | 0068 SUNSET CROSSROADS MARCH 2024 | 6,182.40 |
| | | | | | 002-2800-361.41-02 | 0068 SUNSET CROSSROADS MARCH 2024 | (6,182.40) |
| | | | | | 002-2800-441.33-04 | 0068 SUNSET CROSSROADS MARCH 2024 | 6,182.40 |
| | | | 247618 | | 002-0000-222.31-51 | 0078 ADV PASS ACTION GRP MARCH 2024 | 10,802.40 |
| | | | | | 002-2800-361.41-02 | 0078 ADV PASS ACTION GRP MARCH 2024 | (10,802.40) |
| | | | | | 002-2800-441.33-04 | 0078 ADV PASS ACTION GRP MARCH 2024 | 10,802.40 |
| | | | 247619 | | 700-5300-480.33-04 | 0086 ADV DIEGO ROSE MARCH 2024 | 3,144.99 |
| **191362** | 5/9/2024 | SAN BERNARDINO PUBLIC EMPLOYEES | APRIL 2024 | | 001-0000-204.51-00 | TEAMSTER DUES APRIL 2024 | 2,794.60 |
| **191363** | 5/9/2024 | SATELLITE PHONE STORE | 9408-1125932 | 032428 | 703-3700-480.30-19 | IRIDIUM MONTHLY EMERGENCY PLAN | 307.95 |
| **191364** | 5/9/2024 | SCA OF CA, LLC | 158113PS | 031802 | 100-4900-431.33-11 | STREET SWEEPING SERVICES | 10,080.00 |
| **191365** | 5/9/2024 | SERVIAM BY WRIGHT LLP | 32461 | | 700-5300-480.33-04 | 1118 WEST RAMSEY MARCH 2024 | 132.00 |
| | | | | | | 1170 W RAMSEY MARCH 2024 | 448.80 |
| | | | | | | 1240 WEST RAMSEY MARCH 2024 | 607.20 |
| | | | | | | 1979 WEST RAMSEY MARCH 2024 | 264.00 |
| | | | | | | 775 EAST LINCOLN MARCH 2024 | 184.80 |
| | | | | | | GENERAL CODE ENFORCEMENT MARCH 2024 | 105.60 |
| **191366** | 5/9/2024 | SHARP, TREVOR & ANGELA | 000110907 | | 001-0000-218.22-22 | UB CR REFUND-FINALS 000021078 | 167.05 |
| **191367** | 5/9/2024 | SHRED-IT USA, LLC | 8006822911 | 032593 | 705-4500-412.33-11 | PAPER SHREDDING SERVICE | 155.88 |
| **191368** | 5/9/2024 | SMART & FINAL | 571500 | 032280 | 201-4050-446.36-00 | CINCO DE MAYO EVENT | 73.05 |
| | | | 748111 | 032280 | 001-4050-461.36-00 | COFFEE SUPPLIES | 82.94 |
| **191369** | 5/9/2024 | SOUTHERN CALIFORNIA GAS CO | 09242310481AP24 | | 702-3800-480.36-61 | NATURAL GAS VEHICLE FUEL 4/1/2024-5/1/2024 | 7,999.59 |
| **191370** | 5/9/2024 | SOUTHERN CALIFORNIA WEST COAST ELEC | 46009 | 032386 | 704-3200-412.30-02 | OUTLET TROUBLESHOOT | 363.75 |
| | | | 46368 | 032811 | 810-0000-232.00-00 | OPP. VILLAGE- 5 SHELTERS RETAINAGE | (732.50) |
| | | | | | 810-9700-490.90-60 | OPP. VILLAGE- 5 SHELTERS | 14,650.00 |
| **191371** | 5/9/2024 | STAPLES BUSINESS ADVANTAGE | 3559490929 | 032396 | 001-2800-441.36-00 | OFFICE SUPPLIES | 59.95 |
| | | | 3560536417 | 032396 | 001-2800-441.36-00 | OFFICE SUPPLIES | 164.79 |
| | | | 3561688597 | 032396 | 001-2800-441.36-00 | OFFICE SUPPLIES | 130.50 |
| | | | 6000612117 | 032396 | 001-2800-441.36-00 | OFFICE SUPPLIES | 89.59 |
| | | | 6000851902 | 032396 | 001-2800-441.36-00 | OFFICE SUPPLIES | 158.24 |
| | | | 6001132587 | 032396 | 001-2800-441.36-00 | OFFICE SUPPLIES | 76.01 |
| | | | 6001139862 | 032340 | 670-7000-473.36-00 | BINDERS | 53.40 |
| | | | 6001139865 | 032396 | 001-2800-441.36-00 | OFFICE SUPPLIES | 24.32 |
| | | | 6001150570 | 032340 | 670-7000-473.36-00 | DRY ERASE MARKERS | 14.70 |
| | | | 6001209363 | 032340 | 670-7000-473.36-00 | OFFICE SUPPLIES | 113.77 |
| | | | 6001249353 | 032341 | 001-1900-412.36-00 | 24-HOUR CLOCK | 25.29 |
| | | | | | 001-1910-412.36-00 | TONER (2) | 132.06 |
| | | | 6001249354 | 032340 | 670-7000-473.36-00 | OFFICE SUPPLIES | 15.81 |
| | | | 6001249355 | 032340 | 670-7000-473.36-00 | DRY ERASE CLOTH | 10.15 |
| | | | 6001280833 | 032340 | 675-7020-473.36-00 | IPAD CHARGER | 31.78 |
| | | | 6001280835 | 032340 | 670-7000-473.36-00 | SAFETY MIRROR | 19.56 |
| | | | | | 670-7000-473.89-46 | SAFETY MIRROR | 31.64 |
| | | | 6001377889 | 032453 | 001-4000-461.36-09 | BINDERS | 43.83 |
| **191372** | 5/9/2024 | STATE OF CALIFORNIA DOJ | 720749 | | 001-1300-412.35-99 | FINGERPRINTS QTY 5 FEBRUARY 2024 | 245.00 |
| **191373** | 5/9/2024 | STATEWIDE TOWING & RECOVERY, INC | 211041 | 032522 | 702-3800-480.30-05 | TOWING #29 | 150.00 |
| **191374** | 5/9/2024 | STUART, DAMON | EYEWEAR FY24 | | 670-7000-473.25-10 | EMPLOYEE EYEWEAR REIMB PER IBEW UTILITY MOU | 250.00 |
| **191375** | 5/9/2024 | TAYLOR, ROBERT M | 000054535 | | 001-0000-218.22-22 | UB CR REFUND-FINALS 000002514 | 156.27 |
| **191376** | 5/9/2024 | TELEPACIFIC COMMUNICATIONS | 178821037-0 | | 705-4500-412.26-05 | CENTRAL PHONE SVC MAY 2024 | 1,444.48 |

**City of Banning**
**Warrant List Detail May 2024**

| Warrant Number | Warrant Date | Vendor Name | Invoice Number | P.O. Number | Account Number | Payment Description | Warrant Amount |
|---|---|---|---|---|---|---|---|
| **191377** | 5/9/2024 | TIME WARNER/CHARTER | 0051007042524 | | 001-2060-446.26-09 | CITY HALL 4/25/24-5/24/24 | 152.43 |
| **191378** | 5/9/2024 | TOM BELL CHEVROLET | 5086192 | 032380 | 702-3800-480.38-52 | PAD KIT/ROTOR #92 | 1,040.54 |
| **191379** | 5/9/2024 | TORRES, LUIS A & ANGELICA | 000073277 | | 001-0000-218.22-22 | UB CR REFUND-FINALS 000017650 | 84.83 |
| **191380** | 5/9/2024 | VIGILANT LLC | 21613 | 032607 | 703-3700-480.33-11 | MNDR: CITY HALL & PD | 5,364.34 |
| | | | 21647 | 032607 | 703-3700-480.33-11 | MEDR: CONTRACTED AMOUNT | 2,986.83 |
| **191381** | 5/9/2024 | VIRTUAL PROJECT MANAGER, LLC | 12-4037 | 032629 | 660-6300-471.30-17 | WEB BASED PRJCT MGMT SYST | 249.90 |
| | | | | | 670-7000-473.30-17 | WEB BASED PRJCT MGMT SYST | 500.10 |
| | | | | | 680-8000-454.30-17 | WEB BASED PRJCT MGMT SYST | 250.00 |
| **191382** | 5/9/2024 | VISION SECURITY SYSTEMS | 20618 | 032824 | 001-2200-421.30-02 | RUN DATA LINES TO PD | 840.00 |
| **191383** | 5/9/2024 | WALKER, LORRAINE | EYEWEAR FY24 | | 001-1300-412.25-10 | EMPLOYEE EYEWEAR REIMB PER IBEW GENERAL MOU | 250.00 |
| **191384** | 5/9/2024 | WILLDAN ENGINEERING | 00627608 | 030055 | 001-2700-442.33-11 | BANNING GIS ON CALL SVC | 1,170.00 |
| **191385** | 5/9/2024 | YANG, PAULINA | 000107381 | | 001-0000-218.22-22 | UB CR REFUND-FINALS 000057356 | 234.10 |
| **191386** | 5/16/2024 | AIRGAS USA, LLC | 9144593853 | 032647 | 660-6300-471.45-16 | GAS MONTIOR AND CYLINDER | 1,323.82 |
| | | | | | 680-8000-454.45-16 | GAS MONTIOR AND CYLINDER | 1,323.83 |
| **191387** | 5/16/2024 | ALLGOOD DRIVING SCHOOL, INC | APRIL 2024 | | 001-4000-461.23-15 | DRIVING CLASS INSTRUCTION APRIL 2024 | 27.30 |
| **191388** | 5/16/2024 | AMAZON BUSINESS | 1JF4-QN1P-G9LY | 032298 | 761-3100-480.36-00 | UB OFFICE SUPPLIES | 142.54 |
| | | | 1KPH-HQ9N-RQG6 | 032300 | 761-3110-480.36-00 | FSR OFFICE SUPPLIES | 15.77 |
| | | | 1YVX-6TWJ-VRQ9 | 032292 | 001-1210-412.23-05 | ICSC LAS VEGAS SUPPLIES | 128.80 |
| **191389** | 5/16/2024 | ARCE, PAUL | APRIL 2024 | | 001-4000-461.23-15 | GUITAR INSTRUCTION APRIL 2024 | 84.00 |
| **191390** | 5/16/2024 | ASBURY ENVIRONMENTAL SERVICES DBA | I500-01061875 | 032500 | 690-9600-453.45-15 | 30GL O/T POLY DRUM | 892.17 |
| **191391** | 5/16/2024 | ATBACKGROUNDS | 3215 | | 001-1300-412.33-11 | BACKGROUND SCREEN ORIGINAL DATE MARCH 2023 | 316.31 |
| **191392** | 5/16/2024 | BEAUMONT DO IT BEST HOME CENTER | 542452 | 032304 | 704-3200-412.30-02 | TOOLS/SUPPLIES | 36.46 |
| | | | 542500 | 032304 | 100-4900-431.30-06 | TOOLS/SUPPLIES | 76.48 |
| | | | 542602 | 032304 | 100-4900-431.38-54 | CHEM RESIST BOTTLE | 13.99 |
| | | | 542755 | 032304 | 704-3200-412.30-02 | TOOLS/SUPPLIES | 35.08 |
| | | | 542759 | 032304 | 100-4900-431.38-54 | TOOLS/SUPPLIES | 59.62 |
| | | | 542781 | 032238 | 610-5800-434.36-00 | TRASH CANS-BUS STOPS (3) | 79.16 |
| **191393** | 5/16/2024 | BENHAR, DIANA T | APRIL 2024 | | 001-4000-461.23-15 | ZUMBA INSTRUCTION APRIL 2024 | 42.00 |
| **191394** | 5/16/2024 | BEST DRILLING AND PUMP INC | RETENTION | 032073 | 661-0000-232.00-00 | FINAL RETENTION | 91,120.83 |
| **191395** | 5/16/2024 | CANON FINANCIAL SERVICES, INC | 32547629 | 032336 | 001-4000-461.32-06 | COPIER LEASES | 178.44 |
| | | | | | 660-6300-471.32-06 | COPIER LEASES | 178.44 |
| | | | | | 670-7000-473.32-06 | COPIER LEASES | 711.99 |
| | | | | | 705-4500-412.32-06 | COPIER LEASES | 524.80 |
| | | | | | 761-3100-480.32-06 | COPIER LEASES | 127.69 |
| **191396** | 5/16/2024 | CDW GOVERNMENT, INC | MW40288 | 032555 | 001-2740-442.89-49 | GETAC S410/DOCK (3) CODE ENFORCEMENT | 5,196.02 |
| **191397** | 5/16/2024 | CICCS | APR24 EYE | | 001-0000-204.80-08 | EYEMED VISION APRIL 2024 | 1,033.43 |
| | | | | | | EYEMED VISION FEB 2024-RETRO ADJ | 23.17 |
| | | | | | | EYEMED VISION JAN 2024-RETRO ADJ | (5.79) |
| | | | | | | EYEMED VISION MAR 2024-RETRO ADJ | 50.40 |
| | | | MAR24 EYE | | 001-0000-204.80-08 | EYEMED VISION MARCH 2024 | 993.75 |
| **191398** | 5/16/2024 | CINTAS CORPORATION | 4191437480 | 032319 | 100-4900-431.25-02 | UNIFORM-STREETS | 91.04 |
| | | | | | 704-3200-412.25-02 | UNIFORM-BUILDING MAINT | 209.91 |
| | | | 4192130253 | 032431 | 702-3800-480.25-02 | UNIFORM-FLEET | 74.21 |
| | | | 4192130380 | 032432 | 610-5800-434.25-02 | UNIFORM-TRANSIT | 119.79 |
| | | | | | 610-5850-434.25-02 | UNIFORM-DAR | 11.13 |
| **191399** | 5/16/2024 | CONCENTRA MEDICAL CENTERS | 82540278 | | 001-1300-412.33-32 | PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICALS | 161.00 |
| | | | 82609958 | | 001-1300-412.33-32 | PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICALS | 113.00 |
| | | | 82685385 | | 001-1300-412.33-32 | PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICALS | 161.00 |
| | | | 82756914 | | 001-1300-412.33-32 | PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICALS | 206.00 |
| | | | 82913603 | | 001-1300-412.33-32 | PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICALS | 116.00 |
| | | | 82978013 | | 001-1300-412.33-32 | PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICALS | 232.00 |
| **191400** | 5/16/2024 | CORNERSTONE DEVELOPMENT CO. | 2790 | 032541 | 673-7000-473.96-39 | UTLITY ENGINEERING SVC | 40,820.00 |
| | | | 2791 | 032541 | 673-7000-473.96-39 | UTILITY ENGINEERING SVC | 32,205.00 |
| | | | 2792 | 032541 | 673-7000-473.96-39 | UTILITY ENGINEERING SVC | 10,000.00 |
| **191401** | 5/16/2024 | CUMMINS SALES AND SERVICE | X2-61849 | 032310 | 702-3800-480.30-05 | REPAIRS #343 | 1,898.73 |
| | | | X2-61962 | 032310 | 702-3800-480.30-05 | REPAIRS #243 | 2,776.35 |
| **191402** | 5/16/2024 | CUSTOM TROPHIES & UNEEK AWARDS | 005245 | 032182 | 001-4000-461.36-00 | NAME PLATES-YOUTH COUNCIL | 43.63 |
| **191403** | 5/16/2024 | DIAMOND HILLS CHEVROLET BUICK GMC | 27019608 | | 702-3800-480.30-05 | 4 WHEEL ALIGNMENT #05 | 119.95 |

**City of Banning**
**Warrant List Detail May 2024**

| Warrant Number | Warrant Date | Vendor Name | Invoice Number | P.O. Number | Account Number | Payment Description | Warrant Amount |
|---|---|---|---|---|---|---|---|
| **191404** | 5/16/2024 | DIVISION OF THE STATE ARCHITECT | 2023 QTR3 | | 001-0000-223.26-00 | AB 1379 FEES 3RD QTR 07/01/23 - 08/18/23 | 110.40 |
| **191405** | 5/16/2024 | EFS WEST INC | 240051 | 032650 | 610-0000-232.00-00 | CNG FUELING FACILITY RETAINAGE | (3,251.50) |
| | | | | | 610-5800-434.90-56 | CNG FUELING FACILITY | 65,030.00 |
| **191406** | 5/16/2024 | ENTERPRISE FM TRUST | FBN5032663 | | 702-3800-480.23-42 | FINANCE CHARGE STATEMENT # 452379-050324 | 306.60 |
| **191407** | 5/16/2024 | EXECUTIVE FACILTIES SERVICES INC | 30900 | 032334 | 704-3200-412.33-18 | JANITORIAL SERVICES | 15,187.69 |
| | | | 31282 | 032334 | 704-3200-412.33-18 | JANITORIAL SERVICES | 15,187.69 |
| **191408** | 5/16/2024 | FOX CINEMA IS DPLACE | FOXSPONSOR24 | | 675-7020-473.23-01 | SPONSORSHIP 2024 KIDS SUMMER SERIES | 2,500.00 |
| **191409** | 5/16/2024 | FRONTIER COMMUNICATIONS | 2091885918MAY24 | | 001-2200-421.26-05 | 209-188-5918 MAY 2024 | 43.23 |
| | | | | | 001-2400-422.26-05 | 209-188-5918 MAY 2024 | 602.26 |
| | | | | | 001-4000-461.26-05 | 209-188-5918 MAY 2024 | 340.89 |
| | | | | | 610-5800-434.26-05 | 209-188-5918 MAY 2024 | 390.97 |
| | | | | | 660-6300-471.26-05 | 209-188-5918 MAY 2024 | 461.50 |
| | | | | | 670-7000-473.26-05 | 209-188-5918 MAY 2024 | 294.22 |
| | | | | | 705-4500-412.26-05 | 209-188-5918 MAY 2024 | 116.21 |
| **191410** | 5/16/2024 | G & G ENVIRONMENTAL COMPLIANCE, INC | BANNING-0224 | 032642 | 680-8000-454.23-40 | PRETREATMENT FOG | 440.00 |
| **191411** | 5/16/2024 | GRAINGER | 9045012094 | | 702-3800-480.38-52 | INLINE STRAINER #834 | 30.02 |
| | | | 9051474097 | | 702-3800-480.38-52 | DOME LIGHT #615 | 35.32 |
| **191412** | 5/16/2024 | GRANICUS LLC | 182850 | 032176 | 705-4500-412.30-17 | GRANICUS YEAR 2 SOFTWARE 6/1/24-5/31/25 | 24,513.02 |
| **191413** | 5/16/2024 | HAAKER EQUIPMENT COMPANY | W1A874 | 032327 | 680-8000-454.45-16 | SHOP SUPPLIES | 713.85 |
| **191414** | 5/16/2024 | HERNANDEZ, CARLA | APRIL 2024 | | 001-4000-461.23-15 | GRANITE MOUNTAIN FEES APRIL 2024 | 105.00 |
| | | | | | | KARATE INSTRUCTION APRIL 2024 | 875.00 |
| **191415** | 5/16/2024 | HOME DEPOT #8987 | 7013965 | 032194 | 704-3200-412.30-02 | TOOLS/SUPPLIES | 327.46 |
| | | | 7022781 | 032194 | 704-3200-412.36-00 | TOOLS/SUPPLIES | 77.48 |
| | | | 8022665 | 032194 | 704-3200-412.30-02 | TOOLS/SUPPLIES | 173.00 |
| **191416** | 5/16/2024 | HUERTA JR., GILBERT | APRIL 2024 | | 001-4000-461.23-15 | KUNG FU & TAI CHI APRIL 2024 | 367.50 |
| | | | | | | SPEC NEEDS MOVEMENT APRIL 2024 | 392.00 |
| **191417** | 5/16/2024 | HUERTA LOPEZ, TUNNIA A | APRIL 2024 | | 001-4000-461.23-15 | DANZA FOLKLOR INSTRUCTION APRIL 2024 | 525.00 |
| **191418** | 5/16/2024 | IBEW LOCAL 47 RETIREE MEDICAL TRUST | 20240517 | | 001-0000-204.80-10 | PAYROLL SUMMARY | 3,012.31 |
| **191419** | 5/16/2024 | KOLLER, MARIE | APRIL 2024 | | 001-4000-461.23-15 | DRAMA INSTRUCTION APRIL 2024 | 14.70 |
| **191420** | 5/16/2024 | LINCOLN FINANCIAL GROUP | APRIL 2024 | | 001-0000-204.14-00 | LINCOLN LTD APRIL 2024 | 3,382.55 |
| | | | | | | LINCOLN STD APRIL 2024 | 4,650.85 |
| | | | | | | STD APRIL 2024 - CUR PER ADJUST | 149.88 |
| | | | | | | LTD APRIL 2024 - CUR PER ADJUST | 108.23 |
| | | | | | 001-0000-204.30-00 | LINCOLN GROUP LIFE APRIL 2024 | 2,457.55 |
| | | | | | | LINCOLN VOL LIFE BUY-UP APRIL 2024 | 1,445.65 |
| | | | | | | GROUP LIFE APRIL 2024 - CUR PER ADJUST | 117.00 |
| | | | | | | VOL LIFE BU APRIL 2024 - CUR PER ADJUST | 7.40 |
| | | | MARCH 2024 | | 001-0000-204.14-00 | LINCOLN LTD MARCH 2024 | 3,316.10 |
| | | | | | | LINCOLN STD MARCH 2024 | 4,558.83 |
| | | | | | 001-0000-204.30-00 | LINCOLN GROUP LIFE MARCH 2024 | 2,366.53 |
| | | | | | | LINCOLN VOL LIFE BUY-UP MARCH 2024 | 1,438.25 |
| **191421** | 5/16/2024 | MARIPOSA LANDSCAPES, INC | 107399 | 032405 | 660-6300-471.45-07 | BRINTON & SUNSET | 1,908.11 |
| **191422** | 5/16/2024 | MORGAN, DEIDRA J | APRIL 2024 | | 001-4000-461.23-15 | TOT TIME INSTRUCTION APRIL 2024 | 140.00 |
| **191423** | 5/16/2024 | NOR-CAL PUMP & WELL DRILLING INC | 235018-2 | 032617 | 660-0000-232.00-00 | WELL M12A DRILLING RETAINAGE | (61,280.62) |
| | | | | | 660-6300-471.95-08 | WELL M12A DRILLING | 1,225,612.30 |
| **191424** | 5/16/2024 | N2W ENGINEERING, INC | 0526 | 032037 | 680-8000-454.90-10 | WWTP OWNER ADVISOR | 46,639.63 |
| **191425** | 5/16/2024 | O'REILLY AUTO PARTS | 6117-197892 | 032350 | 702-3800-480.38-52 | ENGINE MOUNT #22 | 77.94 |
| **191426** | 5/16/2024 | ONESOURCE DISTRIBUTORS | S007342523.003 | | 670-0000-131.00-00 | 3 POINT JUNCTION PO NUM 032601 | 11,593.90 |
| **191427** | 5/16/2024 | ORACLE AMERICA INC | 101308568 | 032099 | 222-0001-410.90-49 | TIME AND MATERIALS | 12,575.64 |
| **191428** | 5/16/2024 | PARKHOUSE TIRE, INC. | 2010897423 | 032427 | 702-3800-480.23-49 | DISP/ENVIRONMENTAL | 30.00 |
| | | | 2010898827 | 032427 | 702-3800-480.38-52 | TIRE #47 | 182.71 |
| **191429** | 5/16/2024 | PARS | 20240517 | | 001-0000-204.25-00 | PAYROLL SUMMARY | 328.25 |
| **191430** | 5/16/2024 | PARTS AUTHORITY | 062-187600 | 032423 | 702-3800-480.38-52 | TRANS FILTER #242 | 193.00 |
| | | | 062-192977 | 032423 | 702-3800-480.38-52 | ALTERNATORS #339 (2) | 849.90 |
| | | | 091-059193 | 032423 | 702-3800-480.38-52 | SERPENTINE BELT | (25.53) |
| | | | 091-329059 | 032423 | 702-3800-480.38-52 | SERPENTINE BELT | 25.53 |
| | | | 091-329160 | 032423 | 702-3800-480.38-52 | GLOVES PKS/REC | 370.63 |
| | | | 091-329179 | 032423 | 702-3800-480.38-52 | FUEL/WATER SEPA #903 | 19.88 |

**City of Banning**
**Warrant List Detail May 2024**

| Warrant Number | Warrant Date | Vendor Name | Invoice Number | P.O. Number | Account Number | Payment Description | Warrant Amount |
|---|---|---|---|---|---|---|---|
| **191430** | 5/16/2024 | PARTS AUTHORITY | 091-329191 | 032423 | 702-3800-480.38-52 | GLOVES PKS/REC | 142.55 |
| | | | 091-329217 | 032423 | 702-3800-480.38-52 | OIL FLTER #361 | 13.03 |
| | | | 091-329309 | 032423 | 702-3800-480.38-52 | BATTERIES #22 & #339 | 322.32 |
| | | | 091-329337 | 032423 | 702-3800-480.38-52 | WASH RES CAP #02 | 2.54 |
| | | | 091-329348 | 032423 | 702-3800-480.38-52 | ENGINE COOLANT #22 | 46.33 |
| **191431** | 5/16/2024 | PATRICIA BARRAZA | 24-71000015 | | 660-6300-356.38-12 | FIREFLOW TEST REFUND NOT W/IN SERVICE AREA | 95.00 |
| **191432** | 5/16/2024 | PRESS-ENTERPRISE, THE | 0011666742 | 032597 | 702-3800-480.23-01 | RFP 24-067 BULK FUEL SVCS | 126.17 |
| **191433** | 5/16/2024 | PULVER, JODEANE V | APRIL 2024 | | 001-4000-461.23-15 | YOGA INSTRUCTION APRIL 2024 | 290.50 |
| **191434** | 5/16/2024 | RECORD GAZETTE, THE | 00201290 | 032184 | 001-2200-421.23-01 | ADVERTISING-ORD 1603 | 169.43 |
| **191435** | 5/16/2024 | RICK ENGINEERING COMPANY | 19973 (4) | 032645 | 660-6300-471.95-10 | DESIGN OF RAMSEY-WA MAIN | 8,314.15 |
| **191436** | 5/16/2024 | RINCON CONSULTANTS, INC. | 56451 | 032652 | 001-2800-441.33-11 | COB HOUSING ELEMENT (6) APRIL 2024 | 1,124.50 |
| **191437** | 5/16/2024 | ROBERT HALF INTERNATIONAL | 63375788 | 032737 | 761-3100-480.33-11 | HOLLINS, Z. WEEK 03/22/24 | 1,641.02 |
| | | | 63449829 | 032737 | 761-3100-480.23-27 | HOLLINS, Z. WEEK 04/05/24 | 1,718.80 |
| | | | 63464903 | 032737 | 761-3100-480.23-27 | HOLLINS, Z. WEEK 04/12/24 | 1,560.67 |
| **191438** | 5/16/2024 | SC FUELS | 2639754-IN | 032504 | 702-3800-480.38-52 | VA SYHNPOWER #242 | 312.22 |
| **191439** | 5/16/2024 | SCCI, INC DBA | 234116 | 032413 | 660-6300-471.23-06 | SAFETY MEETING | 250.00 |
| **191440** | 5/16/2024 | SEPULVEDA 352 | APRIL 2024 | | 001-4000-461.23-15 | ART CLUB INSTRUCTION APRIL 2024 | 38.50 |
| **191441** | 5/16/2024 | SERVPRO OF CHINO/CHINO HILLS | 5274659 | 032844 | 001-2740-442.33-11 | COMM BOARD UP SVC 1979 W RAMSEY | 3,483.59 |
| | | | 5274875 | 032844 | 001-2740-442.33-11 | COMM BOARD UP SVC 4502 HILLSIDE DR | 4,251.86 |
| **191442** | 5/16/2024 | SOUTHERN CALIFORNIA WEST COAST ELEC | 45024 | 032585 | 222-0000-232.00-00 | FINAL RETENTION CITY HALL MOD DESK ENERG | 566.50 |
| | | | 45061 | 032606 | 132-0000-232.00-00 | FINAL RETENTION CITY YARD EV CHARGERS | 743.85 |
| | | | 45466 | 032715 | 810-0000-232.00-00 | FINAL RETENTION OPP VILLAGE-4 SHELTERS | 264.70 |
| | | | 46369 | 032811 | 810-0000-232.00-00 | FINAL RETENTION OPP VILLAGE-5 SHELTERS | 732.50 |
| **191443** | 5/16/2024 | STAPLES BUSINESS ADVANTAGE | 6000869521 | 032343 | 704-3200-412.36-03 | JANITORIAL SUPPLIES | 1,769.63 |
| | | | 6001280834 | 032186 | 001-1210-412.41-46 | PLASTIC STORAGE BINS | 32.71 |
| | | | | | 001-1400-412.36-00 | FOLDERS | 25.24 |
| | | | 6001302820 | 032186 | 001-1400-412.36-00 | CORK BOARD-LOBBY | 94.62 |
| | | | 6001302822 | 032186 | 001-1400-412.36-00 | ELECTRIC STAPLER/FOLDERS | 73.45 |
| **191444** | 5/16/2024 | STATE OF CALIFORNIA DOJ | 727526 | | 001-1300-412.35-99 | FINGERPRINTS (9) MARCH 2024 | 441.00 |
| **191445** | 5/16/2024 | STOCKMAN, JULIA | APRIL 2024 | | 001-4000-461.23-15 | BALLET INSTRUCTION APRIL 2024 | 245.00 |
| **191446** | 5/16/2024 | STUART, HOLLY | EYEWEAR FY24 | | 001-3000-442.25-10 | EMPLOYEE EYEWEAR REIMB-TEAMSTER MOU | 15.00 |
| | | | | | 001-3200-412.25-10 | EMPLOYEE EYEWEAR REIMB-TEAMSTER MOU | 22.50 |
| | | | | | 100-4900-431.25-10 | EMPLOYEE EYEWEAR REIMB-TEAMSTER MOU | 7.50 |
| | | | | | 660-6300-471.25-10 | EMPLOYEE EYEWEAR REIMB-TEAMSTER MOU | 60.00 |
| | | | | | 680-8000-454.25-10 | EMPLOYEE EYEWEAR REIMB-TEAMSTER MOU | 45.00 |
| | | | | | 690-9600-453.25-10 | EMPLOYEE EYEWEAR REIMB-TEAMSTER MOU | 150.00 |
| **191447** | 5/16/2024 | TEC EQUIPMENT, INC | 1739969F | 032260 | 702-3800-480.30-05 | PARTS #903 | 404.06 |
| **191448** | 5/16/2024 | THOMPSON COBURN, LLP | 3638214 | 032837 | 670-7010-473.33-02 | LEGAL SVC TC FILE 76632-56835 | 1,743.55 |
| | | | 3638215 | 032837 | 670-7010-473.33-02 | LEGAL SVC TC FILE 46632-57431 | 3,436.58 |
| | | | 3638219 | 032837 | 670-7010-473.33-02 | LEGAL SVC TC FILE 37424-97133 | 181.50 |
| | | | 3645703 | 032837 | 670-7010-473.33-02 | LEGAL SVC TC FILE 46632-56835 | 1,302.49 |
| | | | 3645704 | 032837 | 670-7010-473.33-02 | LEGAL SVC TC FILE 46632-57431 | 2,761.49 |
| | | | 3645706 | 032837 | 670-7010-473.33-02 | LEGAL SVC TC FILE 48126-68898 | 123.93 |
| | | | 3645709 | 032837 | 670-7010-473.33-02 | LEGAL SVC TC FILE 37424-97133 | 3,281.10 |
| | | | 3648275 | 032837 | 670-7010-473.33-02 | LEGAL SVC TC FILE 46632-56835 | 1,350.95 |
| | | | 3648276 | 032837 | 670-7010-473.33-02 | LEGAL SVC TC FILE 46632-57431 | 2,134.20 |
| | | | 3648278 | 032837 | 670-7010-473.33-02 | LEGAL SVC TC FILE 48126-68898 | 84.72 |
| | | | 3648282 | 032837 | 670-7010-473.33-02 | LEGAL SVC TC FILE 37424-97133 | 797.36 |
| | | | 3655745 | 032837 | 670-7010-473.33-02 | LEGAL SVC TC FILE 48126-68898 | 87.52 |
| | | | 3661187 | 032837 | 670-7010-473.33-02 | LEGAL SVC TC FILE 46632-57431 | 2,055.30 |
| | | | 3661188 | 032837 | 670-7010-473.33-02 | LEGAL SVC TC FILE 48126-68898 | 42.71 |
| | | | 3661192 | 032837 | 670-7010-473.33-02 | LEGAL SVC TC FILE 37424-97133 | 845.00 |
| | | | 3666903 | 032837 | 670-7010-473.33-02 | LEGAL SVC TC FILE 46632-56835 | 1,518.77 |
| | | | 3666909 | 032837 | 670-7010-473.33-02 | LEGAL SVC TC FILE 37424-97133 | 12,406.00 |
| **191449** | 5/16/2024 | TIME WARNER CABLE | 0331839022524 | | 670-7000-473.26-07 | FIBER OPTIC INTERNET 02/25/24-03/24/24 | 987.85 |
| | | | 0331839032524 | | 670-7000-473.26-07 | FIBER OPTIC INTERNET 03/25/24-04/24/24 | 987.85 |
| | | | 0332241022524 | | 670-7000-473.26-07 | FIBER OPTIC INTERNET 02/25/24-03/24/24 | 987.85 |
| | | | 0332241032524 | | 670-7000-473.26-07 | FIBER OPTIC INTERNET 03/25/24-04/24/24 | 987.85 |

**City of Banning**
**Warrant List Detail May 2024**

| Warrant Number | Warrant Date | Vendor Name | Invoice Number | P.O. Number | Account Number | Payment Description | Warrant Amount |
|---|---|---|---|---|---|---|---|
| **191450** | 5/16/2024 | TIME WARNER CABLE (086811201) | 086811201030124 | | 670-7000-473.26-07 | BUSINESS TV-MAR 2024 ACCT# 086811201 | 95.27 |
| | | | 086811201040124 | | 670-7000-473.26-07 | BUSINESS TV-APR 2024 ACCT# 086811201 | 102.30 |
| **191451** | 5/16/2024 | TOM BELL CHEVROLET | 5086223 | 032380 | 702-3800-480.38-52 | PAD KIT #92 | 156.13 |
| **191452** | 5/16/2024 | VERIZON WIRELESS SERVICES, LLC | 9963112719 | | 001-1000-411.26-05 | City Council Cell Phone 4/2/24-5/1/24 | 190.72 |
| | | | | | 001-1200-412.26-05 | City Manager Cell Phone 4/2/24-5/1/24 | 331.59 |
| | | | | | 001-1210-412.26-05 | Economic Dev Cell Phone 4/2/24-5/1/24 | 41.45 |
| | | | | | 001-1220-412.26-05 | Public Inform Cell Phone 4/2/24-5/1/24 | 41.51 |
| | | | | | 001-1230-412.26-05 | Grants Cell Phone 4/2/24-5/1/24 | 54.90 |
| | | | | | 001-1300-412.26-05 | HR Cell Phone 4/2/24-5/1/24 | 88.02 |
| | | | | | 001-1400-412.26-05 | City Clerk Cell Phone 4/2/24-5/1/24 | 38.28 |
| | | | | | 001-1900-412.26-05 | Finance Cell Phone 4/2/24-5/1/24 | 227.55 |
| | | | | | 001-1910-412.26-05 | Purchasing Cell Phone 4/2/24-5/1/24 | 46.51 |
| | | | | | 001-2060-446.26-05 | Gov Access Cell Phone 4/2/24-5/1/24 | 26.28 |
| | | | | | 001-2200-421.26-05 | Police Cell Phone 4/2/24-5/1/24 | 2,019.72 |
| | | | | | 001-2210-421.26-05 | Dispatch Cell Phone 4/2/24-5/1/24 | 67.86 |
| | | | | | 001-2300-424.26-08 | Animal Control Cell Phone 4/2/24-5/1/24 | 88.02 |
| | | | | | 001-2740-442.26-05 | Code Enforce Cell Phone 4/2/24-5/1/24 | 194.59 |
| | | | | | 001-2800-441.26-05 | Planning Cell Phone 4/2/24-5/1/24 | 589.78 |
| | | | | | 001-2800-441.89-48 | EQUIPMENT-IPAD JANISCH | 623.21 |
| | | | | | 001-3000-442.26-05 | Engineering Cell Phone 4/2/24-5/1/24 | 251.06 |
| | | | | | 001-3200-412.26-05 | Building Maint Cell Phone 4/2/24-5/1/24 | 83.02 |
| | | | | | 001-3600-461.26-05 | Parks Cell Phone 4/2/24-5/1/24 | 121.10 |
| | | | | | 001-4000-461.26-05 | Recreation Cell Phone 4/2/24-5/1/24 | 251.58 |
| | | | | | 001-4000-461.36-09 | OEP Grant Cell Phone 4/2/24-5/1/24 | 45.23 |
| | | | | | 001-4000-461.89-48 | EQUIPMENT-IPHONE UPGRADE COMM SERVICES | 163.11 |
| | | | | | 001-4050-461.26-05 | Senior Center Cell Phone 4/2/24-5/1/24 | 41.51 |
| | | | | | 100-4900-431.26-05 | Streets Cell Phone 4/2/24-5/1/24 | 302.99 |
| | | | | | 610-5800-434.26-05 | Transit Cell Phone 4/2/24-5/1/24 | 720.05 |
| | | | | | 610-5850-434.26-05 | Dial-A-Ride Cell Phone 4/2/24-5/1/24 | 32.38 |
| | | | | | 660-6300-471.26-05 | Water Cell Phone 4/2/24-5/1/24 | 885.24 |
| | | | | | 670-7000-473.26-05 | Electric Cell Phone 4/2/24-5/1/24 | 1,941.85 |
| | | | | | 680-8000-454.26-05 | Wastewater Cell Phone 4/2/24-5/1/24 | 155.16 |
| | | | | | 702-3800-480.26-05 | Fleet Cell Phone 4/2/24-5/1/24 | 78.12 |
| | | | | | 703-3700-480.26-05 | Info Services Cell Phone 4/2/24-5/1/24 | 186.04 |
| | | | | | 761-3100-480.26-05 | Utility Billing Cell Phon 4/2/24-5/1/24 | 82.79 |
| | | | | | 761-3110-480.26-05 | Meter Services Cell Phone 4/2/24-5/1/24 | 192.81 |
| **191453** | 5/16/2024 | WALKER, LORRAINE | MILEAGE 3/21-22 | | 001-1300-412.25-05 | WORKERS COMP TRNG MILEAGE 3/21-22 WALKER | 135.34 |
| **191454** | 5/16/2024 | WEST & ASSOCIATES ENGINEERING, INC | 1024.05.006 | 032734 | 001-3000-442.33-11 | WATER SUPPLY ASSESSMENT | 6,250.00 |
| **191455** | 5/16/2024 | WESTERN AUDIO VISUAL & SECURITY | 20453 | 032758 | 705-4500-412.33-11 | CRESTRON SYSTEM | 360.00 |
| **191456** | 5/16/2024 | WILLDAN FINANCIAL SERVICES | 010-58033 | | 669-6300-471.33-11 | CONTINUING DISCLOSURE WATER 2015 SERIES FY22/23 | 1,100.00 |
| | | | | | 678-7000-473.33-11 | CONTINUING DISCLOSURE ELEC 2015 SERIES FY22/23 | 1,100.00 |
| | | | | | 689-8000-454.33-11 | CONT DISCLOSURE W/WATER 15 SERIES FY22/23 | 1,100.00 |
| | | | 010-58045 | | 678-7000-473.33-11 | LISTED EVENT DISCLOSURE ELECTRIC 2015 SERIES | 250.00 |
| **191457** | 5/16/2024 | WITTMAN ENTERPRISES, LLC | 240401202 | 032553 | 001-2400-422.33-11 | BILLING SVC PERFORMED | 2,728.00 |
| **191458** | 5/23/2024 | ADVANCED WORKPLACE STRATEGIES INC | 615345 | | 001-1300-412.33-32 | DRUG TESTS | 219.85 |
| **191459** | 5/23/2024 | AED ENERGY SERVICES LLC | 44000400 | | 702-3800-480.33-11 | PROF SVCS-CNG STATION 3/30/24-4/26/24 PO 32755 | 9,030.00 |
| **191460** | 5/23/2024 | AGENTS OF DISCOVERY | SFMM2141773 | 032848 | 001-4000-461.36-11 | 26 MONTH GOLD PACKAGE OEP | 11,300.00 |
| **191461** | 5/23/2024 | ALBERT A. WEBB ASSOCIATES | ARIV0003593 | 032070 | 661-6300-471.33-11 | CEQA COMPLIANCE NP-2 ARPA/AB52 | 2,182.00 |
| | | | ARIV0003681 | 032633 | 681-8000-454.95-12 | WW TREATMENT PLANT EQUALIZATION BASIN | 3,070.50 |
| **191462** | 5/23/2024 | ALLIANT INSURANCE SERVICES, INC | 2666936 | | 700-5040-480.29-06 | EARTHQUAKE RENEWAL 5/14/2024-5/14/2025 | 327,462.33 |
| **191463** | 5/23/2024 | AMAZON BUSINESS | 11C6-M4DJ-1YX9 | 032292 | 001-2060-446.89-56 | HC-X2 4K CAMCORDER | 3,396.43 |
| | | | 1C36-3YYG-47F7 | 032297 | 001-4050-461.36-00 | MOTHERS DAY DECORATIONS | 134.56 |
| | | | 1JRG-KRKY-HQCT | 032300 | 761-3110-480.36-00 | FSR SUMMER FIELD ITEMS | 38.44 |
| | | | 1LRV-DKWJ-KRW7 | 032300 | 761-3110-480.36-00 | FSR FIELD CAPS | 103.04 |
| | | | 1MCC-KHPK-3XKD | 032300 | 761-3110-480.36-00 | FSR SUMMER FIELD ITEMS | 177.20 |
| | | | 1N9K-9YV9-69V1 | | 001-1210-412.89-48 | PORTABLE MONITOR ICSC-LAS VEGAS PO 32292 | 220.49 |
| | | | 1PWY-FLNP-GTTC | 032298 | 761-3100-480.36-00 | LOBBY SIGN-UB | 24.80 |
| **191464** | 5/23/2024 | ARAMARK UNIFORM & CAREER APPAREL | 5880588317 | 032351 | 761-3110-480.25-02 | UNIFORM-FSR | 85.75 |

**City of Banning**
**Warrant List Detail May 2024**

| Warrant Number | Warrant Date | Vendor Name | Invoice Number | P.O. Number | Account Number | Payment Description | Warrant Amount |
|---|---|---|---|---|---|---|---|
| **191464** | 5/23/2024 | ARAMARK UNIFORM & CAREER APPAREL | 5880600672 | 032351 | 761-3110-480.25-02 | UNIFORM-FSR | 84.44 |
| **191465** | 5/23/2024 | ATBACKGROUNDS | 3978 | | 001-1300-412.33-11 | BACKGROUND SCREEN APRIL 2024 | 203.86 |
| **191466** | 5/23/2024 | BEAUMONT DO IT BEST HOME CENTER | 542493 | 032278 | 001-3600-461.30-01 | MARKING PAINT AND FLAGS | 40.16 |
| | | | 542589 | 032278 | 001-3600-461.30-01 | TREE STAKES AND SUPPLIES | 146.36 |
| | | | 542706 | 032278 | 001-3600-461.30-01 | ARM GRABBER AND SUPPLIES | 17.86 |
| | | | 542807 | 032304 | 704-3200-412.30-01 | POLY BRUSH | 11.84 |
| | | | 542831 | 032304 | 100-4900-431.36-00 | LIQUID PROPANE | 17.97 |
| | | | 542846 | 032304 | 100-4900-431.36-00 | SINGLE SIDED KEY | 5.79 |
| | | | 542875 | 032304 | 704-3200-412.30-02 | RE-SCREEN WINDOW SENIOR CENTER | 10.78 |
| | | | 543103 | 032304 | 100-4900-431.38-54 | PAINT | 179.28 |
| **191467** | 5/23/2024 | BLAIS & ASSOCIATES, LLC | BA_7359_2024 | 032727 | 660-6300-471.33-11 | SXRBC WWTP GRANT APRIL 2024 | 1,687.50 |
| | | | BA_7434_2024 | 032723 | 705-4500-412.33-11 | PUBLIC WORKS GRANTS RESEARCH SVCS APRIL 2024 | 3,162.50 |
| **191468** | 5/23/2024 | BLAISDELL'S BUSINESS PRODUCTS | 1884130-0 | 032400 | 705-4500-412.36-00 | COPIER PAPER (20 BOXES) | 1,079.44 |
| **191469** | 5/23/2024 | BUDD-FALEN LAW OFFICES, LLC. | 33946 | 029829 | 660-6300-471.90-78 | FLUME LEGAL EXPENSES | 2,730.00 |
| **191470** | 5/23/2024 | CALIFORNIA WATER ENVIRONMENT | FY24 DUES337448 | | 660-6300-471.23-03 | COLLECTION SYS MAIN GRD 1 8/1/24-7/31/25 FLOYD | 98.00 |
| | | | FY24 DUES36895 | | 660-6300-471.23-03 | COLLECTION SYS MAIN GRD 1 8/1/24-7/31/25 LOGAN | 98.00 |
| | | | | | | CWEA ASSOC DUES 8/1/24-7/31/25 LOGAN | 221.00 |
| | | | FY24 DUES36936 | | 660-6300-471.23-03 | COLLECTION SYS MAIN GRD 1 8/1/24-7/31/25 LYNCH | 98.00 |
| | | | | | | CWEA ASSOC DUES 8/1/24-7/31/25 LYNCH | 221.00 |
| | | | FY24 DUES36987 | | 660-6300-471.23-03 | COLLECTION SYS MAIN GRD 1 8/1/24-7/31/25 VALDEZ | 98.00 |
| | | | | | | CWEA ASSOC DUES 8/1/24-7/31/25 VALDEZ | 221.00 |
| **191471** | 5/23/2024 | CAROLLO ENGINEERS | FB50224 | 031931 | 660-6300-471.33-11 | BANNING ON-CAL SVCS THROUGH 3/31/24 | 4,892.50 |
| **191472** | 5/23/2024 | CDW GOVERNMENT, INC | QX18045 | 032268 | 001-1900-412.89-48 | DELL DOCK-LEON | 244.15 |
| **191473** | 5/23/2024 | CELL BUSINESS EQUIPMENT (CBE) | IN2707935 | 032562 | 001-2740-442.32-06 | PRINTER LEASE 1/20/24-2/19/24 | 111.92 |
| | | | IN2717093 | 032562 | 001-2740-442.32-06 | PRINTER LEASE 2/20/24-3/19/24 | 150.85 |
| | | | IN2726342 | 032562 | 001-2740-442.32-06 | PRINTER LEASE 3/20/24-4/19/24 | 156.54 |
| **191474** | 5/23/2024 | CHANDLER ASSET MANAGEMENT INC | 2404BANNING | 032081 | 001-4500-412.33-11 | ASSET AND INVESTMENT MGMT APRIL 2024 | 2,041.91 |
| **191475** | 5/23/2024 | CICCS | APR24 PET | | 001-0000-204.62-00 | PET INSURANCE MARCH 2024 | 61.48 |
| | | | MAR24 PET | | 001-0000-204.62-00 | PET INSURANCE FEBRUARY 2024 | 61.48 |
| **191476** | 5/23/2024 | CINTAS CORPORATION | 4191437479 | 032320 | 001-3600-461.25-02 | UNIFORM-PARKS | 51.13 |
| | | | 4192130328 | 032319 | 100-4900-431.25-02 | UNIFORM-STREETS | 91.04 |
| | | | | | 704-3200-412.25-02 | UNIFORM-BUILD MAINT | 101.30 |
| | | | 4192130331 | 032320 | 001-3600-461.25-02 | UNIFORM-PARKS | 51.13 |
| | | | 4192868836 | 032431 | 702-3800-480.25-02 | UNIFORM-FLEET | 74.21 |
| | | | 4192868983 | 032432 | 610-5800-434.25-02 | UNIFORM-TRANSIT | 119.79 |
| | | | | | 610-5850-434.25-02 | UNIFORM-DAR | 11.13 |
| **191477** | 5/23/2024 | CITY OF BANNING (BNG) | FC C-2 MAY24 | | 001-3600-461.32-02 | HANGAR FC C-2 MAY 2024 | 197.57 |
| **191478** | 5/23/2024 | CONCENTRA MEDICAL CENTERS | 82974970 | | 001-1300-412.33-32 | PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICALS | 278.00 |
| **191479** | 5/23/2024 | COUNSELING TEAM INTERNATIONAL, THE | INV100160 | | 700-5040-480.23-07 | EMPLOYEE SUPPORT SRVS MAY 2024 | 700.00 |
| | | | INV100288 | | 700-5040-480.23-07 | PSYCH ASSESSMT SVC MAY 2024 | 325.00 |
| **191480** | 5/23/2024 | CREWS &, JUANITA | 000101669 | | 001-0000-218.22-22 | UB CR REFUND 000001284 | 251.72 |
| **191481** | 5/23/2024 | CUSTOM TROPHIES & UNEEK AWARDS | 005342 | 032437 | 001-4000-461.36-09 | FLAG FOOTBALL MEDALS | 469.79 |
| **191482** | 5/23/2024 | D&M JOB INC. | 15951 | | 690-9600-453.23-02 | RESIDENTIAL SVC GUIDES 032531 | 323.25 |
| | | | 15968 | 032243 | 001-1210-412.23-02 | ICSC LAS VEGAS HANDOUTS | 183.18 |
| | | | 15969 | 032243 | 001-1000-411.23-02 | BUSINESS CARDS_FLYNN | 32.33 |
| **191483** | 5/23/2024 | DJ TONY | 2026 | 032843 | 001-5400-446.41-86 | DJ SERVICES 5/18/24-COLOR RUN | 250.00 |
| **191484** | 5/23/2024 | DOUGLAS, RYAN | FOOTBALL 2024 | | 001-4000-461.23-15 | REFEREE FOR 24 GAMES $21 PER GAME | 504.00 |
| **191485** | 5/23/2024 | DUNN, TERRY | REIMB FY24 | | 702-3800-480.25-03 | TOOL REIMBURSEMENT PER UTILITY MOU DUNN | 1,500.00 |
| **191486** | 5/23/2024 | EAGLE AERIAL SOLUTIONS | 20612-R | 031496 | 660-6300-471.30-17 | WATERVIEW SUBSCRIPTON ANNUAL-YEAR 3 OF 5 | 26,936.00 |
| **191487** | 5/23/2024 | ENTERPRISE RENT-A-CAR | 35335862-ADJ | | 001-2200-421.23-06 | RENTAL-B SMITH 1/5/24-2/4/24 | 978.86 |
| **191488** | 5/23/2024 | GARDA CL WEST INC | 10776978 | 031919 | 761-3100-480.23-43 | ARMORED SVC MAY 2024 | 1,232.92 |
| | | | 20601555 | 031919 | 761-3100-480.23-43 | ARMORED SVC-EXCESS TIME APRIL 2024 | 35.50 |
| **191489** | 5/23/2024 | GAS COMPANY, THE | 05602682006MY24 | | 001-2400-422.26-06 | 172 N MURRAY 4/15/24-5/14/24 | 75.12 |
| | | | 12662493001MY24 | | 001-2400-422.26-06 | 3900 W WILSON 04/08/24-05/07/24 | 35.70 |
| | | | 13392459007AP24 | | 600-5100-435.26-06 | 408 S HATHAWAY AIRPORT 03/21/24-04/19/24 | 80.85 |
| | | | 15684815176MY24 | | 705-4500-412.26-06 | 99 E RAMSEY 04/15/24-05/14/24 | 3.04 |
| **191490** | 5/23/2024 | HDL COREN & CONE | SIN037697 | 032707 | 001-1900-412.33-11 | CONTRACT SVC PROPERTY TAX JAN-MAR 2024 | 123.75 |
| | | | SIN038029 | 032707 | 001-1900-412.33-11 | CONTRACT SVC PROP TAX APR-JUNE 2024 | 3,873.75 |

**City of Banning**
**Warrant List Detail May 2024**

| Warrant Number | Warrant Date | Vendor Name | Invoice Number | P.O. Number | Account Number | Payment Description | Warrant Amount |
|---|---|---|---|---|---|---|---|
| 191491 | 5/23/2024 | HOME DEPOT #8987 | 2023313 | 032194 | 704-3200-412.30-02 | TOOLS/SUPPLIES | 89.37 |
| 191492 | 5/23/2024 | INNOVATIVE FEDERAL STRATEGIES | COB022024 | 032524 | 705-4500-412.33-11 | FEDERAL LOBBYING SERVICES FEB 2024 | 4,500.00 |
| | | | COB042024 | 032524 | 705-4500-412.33-11 | FEDERAL LOBBYING SERVICES APRIL 2024 | 4,500.00 |
| 191493 | 5/23/2024 | JACKSON, DAVID | FOOTBALL 2024 | | 001-4000-461.23-15 | REFEREE FOR 26 GAMES $21 PER GAME | 546.00 |
| 191494 | 5/23/2024 | JACKSON, JOHN H. | FOOTBALL 2024 | | 001-4000-461.23-15 | REFEREE FOR 8 GAMES $21 PER GAME | 168.00 |
| 191495 | 5/23/2024 | JANUARY, JEREL | FOOTBALL 2024 | | 001-4000-461.23-15 | REFEREE FOR 16 GAMES $21 PER GAME | 336.00 |
| 191496 | 5/23/2024 | JNE POLYGRAPH LLC | 1846 | | 001-1300-412.33-11 | PRE-EMPLOYMENT POLYGRAPH 7 APPLICANTS | 2,975.00 |
| 191497 | 5/23/2024 | JOE A GONSALVES & SON | 161459 | 032066 | 001-1000-411.33-11 | STATE LOBBYING SERVICES MARCH 2024 | 3,850.00 |
| | | | 161529 | 032066 | 001-1000-411.33-11 | STATE LOBBYING SERVICES APRIL 2024 | 3,850.00 |
| 191498 | 5/23/2024 | LEE'S AUTO BODY | 22 | 032781 | 702-3800-480.30-05 | VEHICLE PARTS-PD UNIT # 41 | 14,610.79 |
| 191499 | 5/23/2024 | MARIPOSA LANDSCAPES, INC | 107397 | 030833 | 001-3600-461.23-29 | PARK MAINT APRIL 2024 | 8,277.41 |
| | | | | | 001-4000-461.23-29 | PARK MAINT APRIL 2024 | 723.53 |
| | | | | | 001-4010-461.23-29 | PARK MAINT APRIL 2024 | 735.00 |
| | | | | | 001-4050-461.23-29 | PARK MAINT APRIL 2024 | 555.58 |
| | | | 107398 | 032405 | 001-2200-421.23-29 | LANDSCAPE MAINTENANCE | 2,438.13 |
| | | | | | 001-2400-422.30-01 | LANDSCAPE MAINTENANCE | 1,812.00 |
| | | | | | 100-4900-431.23-29 | LANDSCAPE MAINTENANCE | 2,918.10 |
| | | | | | 704-3200-412.23-29 | LANDSCAPE MAINTENANCE | 2,332.13 |
| | | | 107706 | 030833 | 001-3600-461.23-17 | DEAD TREE REMOVAL LIONS PARK | 2,250.00 |
| 191500 | 5/23/2024 | MENDOZA, SAMUEL | MEALS 5/25-31 | | 001-2200-421.23-06 | SOCAL GANG CONF MEALS 5/28-31 MENDOZA | 192.00 |
| 191501 | 5/23/2024 | MILSOFT UTILITY SOLUTIONS, INC | 20241399 | | 670-7000-473.90-49 | HOSTED TEXTING MONTHLY MARCH 2024 | 1,929.00 |
| 191502 | 5/23/2024 | MITSUBISHI ELECTRIC & ELECTRONICS | 488057 | 031409 | 704-3200-412.30-02 | REGULAR SERVICE | 353.87 |
| 191503 | 5/23/2024 | NIETO, FRANCISCO | GUN LOAN FY24 | | 001-0000-116.21-01 | EMPLOYEE GUN LOAN FRANCISCO NIETO | 3,694.68 |
| 191504 | 5/23/2024 | NORTH GLASS AND GLAZING SERVICE INC | 050824-03 | 032849 | 704-3200-412.30-02 | WINDOW REPAIR-ARMORY | 350.00 |
| 191505 | 5/23/2024 | ONLINE UTILITY EXCHANGE | 1253832 | 032290 | 761-3100-480.23-51 | UB CREDIT CHECKS APRIL 2024 | 503.20 |
| 191506 | 5/23/2024 | PARKHOUSE TIRE, INC. | 2010899154 | 032427 | 702-3800-480.38-52 | WHEEL REPAIR UNIT# 244 | 868.72 |
| 191507 | 5/23/2024 | PARTS AUTHORITY | 091-329721 | 032423 | 702-3800-480.38-52 | CABIN AIR | 17.96 |
| | | | 091-330021 | 032423 | 702-3800-480.38-52 | DIESEL EXHAUST FLUID | 141.91 |
| 191508 | 5/23/2024 | PAYPRO ADMINISTRATORS | 041991 | | 001-1300-412.33-11 | COBRA ADMIN SVC APRIL 2024 | 115.00 |
| 191509 | 5/23/2024 | PRE-PAID LEGAL SERVICES, INC | APRIL 2024 | | 001-0000-204.80-07 | PREPAID LEGAL PREMIUMS APRIL 2024 | 339.82 |
| | | | MARCH 2024 | | 001-0000-204.80-07 | PREPAID LEGAL PREMIUMS MARCH 2024 | 339.82 |
| 191510 | 5/23/2024 | PRESS-ENTERPRISE, THE | 0011668551 | 032597 | 001-2200-421.23-01 | RFP 23-051 TOWING SERVICE | 126.17 |
| 191511 | 5/23/2024 | PRO-MOTORS COLLISION REPAIR | 93274 | 032377 | 702-3800-480.30-05 | VEHICLE PARTS/MATERIALS UNIT# 72 | 4,364.16 |
| 191512 | 5/23/2024 | PUBLIC AGENCY RETIREMENT SERVICES | 55458 | | 001-1900-412.33-11 | PARS PLN ID#PH-ARS05A SVC PERIOD 03/31/2024 | 300.00 |
| 191513 | 5/23/2024 | RECORD GAZETTE, THE | 00201203 | 032184 | 111-4900-432.23-01 | ADVERTISING-LMD NO 1 PHN FY25 | 122.85 |
| 191514 | 5/23/2024 | SC FUELS | 2640801-IN | 032504 | 702-3800-480.36-14 | DIESEL BULK GALLONS OIL BULK GALLONS | 4,074.20 |
| | | | IN-0000496493 | | 702-3800-480.36-11 | CLR CARB ULS #2 | 3,424.15 |
| | | | | | | UNL ETH 10 | 28,733.06 |
| 191515 | 5/23/2024 | SGP DESIGN AND PRINT | 13101 | 032379 | 610-5800-434.23-02 | DRIVERS TSHEET (500) PASSENGER TSHEET (500) | 269.38 |
| | | | 13108 | 032379 | 610-5800-434.23-02 | TRANSIT MAPS (500) | 536.60 |
| 191516 | 5/23/2024 | SOUTH COAST AIR QUALITY | 4346491 | | 680-8000-454.41-04 | AQMD FEE FY23-24 2242 E CHARLES ST | 161.81 |
| | | | 4347126 | | 680-8000-454.41-04 | AQMD FEE FY23-24 4781 W RAMSEY ST | 161.81 |
| 191517 | 5/23/2024 | STAPLES BUSINESS ADVANTAGE | 6001684416 | 032453 | 001-4000-461.36-00 | OFFICE SUPPLIES | 77.88 |
| | | | 6002090692 | 032343 | 704-3200-412.36-03 | JANITORIAL SUPPLIES | 1,760.02 |
| | | | 6002090693 | 032343 | 704-3200-412.36-03 | JANITORIAL SUPPLIES | 71.08 |
| | | | 6002221476 | 032186 | 001-1210-412.41-46 | CUPS, STORAGE BINS | 32.71 |
| | | | | | 705-4500-412.36-00 | CUPS, STORAGE BINS | 54.32 |
| | | | 6002241452 | 032341 | 705-4500-412.36-00 | OFFICE SUPPLIES | 72.67 |
| 191518 | 5/23/2024 | STATE OF CALIFORNIA DOJ | 734165 | | 001-1300-412.35-99 | FINGERPRINTS (19) APRIL 2024 | 931.00 |
| 191519 | 5/23/2024 | TEXAS LIFE INSURANCE COMPANY | APRIL 2024 | | 001-0000-204.30-00 | TEXAS LIFE INSURANCE APRIL 2024 | 6,304.86 |
| | | | MARCH 2024 | | 001-0000-204.30-00 | TEXAS LIFE INSURANCE MARCH 2024 | 6,304.86 |
| 191520 | 5/23/2024 | TIME WARNER/CHARTER | 0014070050124 | | 001-2060-446.26-09 | COMMUNITY CENTER 5/1/24-5/31/24 | 35.53 |
| | | | 0015614050124 | | 001-2400-422.26-09 | 172 N MURRAY-FIRE #89 5/1/24-5/31/24 | 35.95 |
| | | | 0017099050124 | | 001-2400-422.26-09 | 3900 W WILSON 5/1/24-5/31/24 | 237.04 |
| | | | 0022933050124 | | 001-2060-446.26-09 | SENIOR CENTER 5/1/24-5/31/24 | 35.53 |
| 191521 | 5/23/2024 | TKE ENGINEERING, INC | 2023-781 | 032039 | 660-6300-471.95-10 | BARBOUR STREET WATER MAIN REPLACEMENT | 645.00 |
| 191522 | 5/23/2024 | VEOLIA WATER CONTRACT OPERATIONS US | 9000152261 | 031245 | 680-8000-454.23-38 | O&M FEE MAY 2024 | 73,434.00 |
| 191523 | 5/23/2024 | WILDLIFE CONTROL SERVICE INC | WL3719 | 032751 | 001-3600-461.23-24 | PEST CONTROL 5/2/24 | 1,250.00 |

**City of Banning**
**Warrant List Detail May 2024**

| Warrant Number | Warrant Date | Vendor Name | Invoice Number | P.O. Number | Account Number | Payment Description | Warrant Amount |
|---|---|---|---|---|---|---|---|
| **191524** | 5/23/2024 | XENIA PACIFIC, INC | 6213 | 032397 | 001-2800-441.23-01 | POLO SHIRTS (4) | 150.85 |
| **191525** | 5/30/2024 | ALBERT A. WEBB ASSOCIATES | ARIV0003781 | | 101-4900-431.93-16 | SUN LAKES BLVD EXT DESIGN 030269 | 48,842.64 |
| **191526** | 5/30/2024 | ALL STAR ELITE SPORTS | 4245 | 032275 | 001-5400-446.41-86 | SHIRTS-5K RUN | 1,558.57 |
| **191527** | 5/30/2024 | AMAZON BUSINESS | 14HV-VKVM-4C3C | 032292 | 001-2060-446.89-56 | VXLR PRO TRANSFORMER | 168.08 |
| | | | 19DH-FJC9-C6WL | 032433 | 001-2200-421.36-00 | SUPPLIES-PD | 15.61 |
| | | | 1CKF-TMHK-HC4M | 032296 | 001-5400-446.41-86 | FABRIC MARKERS-5K RUN | 12.92 |
| | | | 1DDL-YN1T-FP1W | 032296 | 001-5400-446.41-86 | CRAFT SUPPLIES-5K RUN | 185.13 |
| | | | 1FFN-YF9K-X46Y | 032433 | 001-2200-421.36-00 | SUPPLIES-PD | 79.54 |
| | | | 1J7R-7FHF-Y4XQ | 032296 | 001-4020-461.36-09 | DAY CAMP CRAFTS | 65.89 |
| | | | 1QRJ-19RQ-QCTK | 032294 | 670-7000-473.30-02 | CREDIT FOR 1VR1-QHH9-PR1M | (102.58) |
| | | | 1RD7-34X6-KH6N | 032292 | 001-1000-411.36-07 | CASHEWS | 12.92 |
| | | | | | 001-1400-412.36-00 | I VOTED STICKERS | 10.76 |
| | | | 1WKD-GKFV-1L6C | 032294 | 670-7000-473.41-29 | SAFETY SUPPLIES/SUNSCREEN | 155.74 |
| | | | 1WNJ-3P76-6VCM | 032295 | 675-7020-473.41-46 | SUPPLIES-SUMMER DIVE IN | 867.02 |
| | | | 1XH6-MJTL-RDYK | 032433 | 001-2200-421.36-00 | SUPPLIES-MOTORS | 578.62 |
| | | | 1Y4P-6RC7-4LXY | 032294 | 670-7000-473.36-00 | OFFICE SUPPLIES | 140.57 |
| **191528** | 5/30/2024 | AMERICAN FIDELITY ASSURANCE | APRIL 2024 | | 001-0000-204.80-04 | HEALTH FSA 4/1/24-4/15/24 | 3,123.75 |
| | | | | | | HEALTH FSA 4/16/24-4/30/24 | 3,123.75 |
| | | | | | 001-0000-204.80-05 | DEPENDENT CARE 4/1/24-4/15/24 | 653.33 |
| | | | | | | DEPENDENT CARE 4/16/24-4/30/24 | 653.33 |
| **191529** | 5/30/2024 | AMERICAN FORENSIC NURSES | 78690 | 032464 | 001-2200-421.33-31 | STAND BY FEE JUNE 2024 | 1,021.02 |
| **191530** | 5/30/2024 | ANIMAL EMERGENCY CLINIC | 564267 | | 001-2300-424.33-90 | INCIDENT #2401020001 | 125.00 |
| **191531** | 5/30/2024 | ASBURY ENVIRONMENTAL SERVICES DBA | I500-01056476 | 032500 | 690-9600-453.45-15 | TRANSPORTATION | 60.00 |
| | | | I500-01056569 | 032500 | 690-9600-453.45-15 | BATTERIES/TRANSPORTATION | 1,862.54 |
| **191532** | 5/30/2024 | AT&T CALNET 2 | 000021595569 | | 001-2200-421.26-05 | Monthly Service 03/22/24-04/21/24 | 192.61 |
| | | | 000021640555 | | 001-2200-421.26-05 | MONTHLY SERVICE 04/01/24-04/30/24 | 452.44 |
| | | | 000021641402 | | 001-2200-421.26-05 | MONTHLY SERVICE 04/01/24-04/30/24 | 103.18 |
| | | | 000021641658 | | 001-2200-421.26-05 | MONTHLY SERVICE 04/01/24-04/30/24 | 212.14 |
| **191533** | 5/30/2024 | AT&T MOBILITY LLC | 287332160118424 | | 001-2200-421.26-05 | Monthly Service 03/09/24-04/08/24 | 1,207.20 |
| | | | 99235103841924 | | 001-2200-421.26-05 | Monthly Service 03/12/24-04/11/24 | 1,683.91 |
| | | | 99235103851924 | | 001-2200-421.26-05 | MONTHLY SERVICE 04/12/24-05/11/24 | 1,709.15 |
| **191534** | 5/30/2024 | ATWORK PERSONNEL SERVICES | 276336 | | 001-2200-421.23-07 | Bond, Monique W/E 5/19/20 | 249.49 |
| **191535** | 5/30/2024 | AVILA, JOSE | REIMB 5/6/24 | | 810-9700-490.90-59 | Community Clean Up Lunch | 20.00 |
| **191536** | 5/30/2024 | BANNING VETERINARY HOSPITAL | 827611 | | 001-2300-424.33-90 | Medical Examination #2404240043 | 239.75 |
| | | | 828097 | | 001-2300-424.33-90 | Medical Examination #2405020085 | 145.25 |
| | | | 828730 | | 001-2300-424.33-90 | Medical Examination #2405090068 | 56.00 |
| **191537** | 5/30/2024 | BEAUMONT DO IT BEST HOME CENTER | 542898 | 032277 | 001-4000-461.30-02 | CLEANING SUPPLIES | 197.01 |
| | | | 542905 | 032278 | 001-3600-461.30-01 | GLOVES/SAFETY SUPPLIES | 88.53 |
| | | | 543025 | 032278 | 001-3600-461.30-01 | BLACK FLAG FOGGER (6) | 30.15 |
| | | | 543074 | 032304 | 704-3200-412.30-02 | TOOLS/SUPPLIES | 42.41 |
| | | | 543201 | 032304 | 704-3200-412.30-02 | TOOLS/SUPPLIES | 92.27 |
| **191538** | 5/30/2024 | BENAVIDES, SUSIE | EYEWEAR FY24 | | 001-1300-412.25-10 | EYEWEAR REIMB PER IBEW GENERAL MOU | 250.00 |
| **191539** | 5/30/2024 | CALIFORNIA LAW ENFORCEMENT ASSOC | CLEARS 5/21/24 | | 001-2200-421.23-06 | Clears Membership 2024 N Soriano | 75.00 |
| **191540** | 5/30/2024 | CAMPA, ERIC | MEALS 6/2-4 | | 001-2200-421.23-06 | ARIDE/CHP COURSE MEALS 6/2-4 CAMPA | 129.00 |
| **191541** | 5/30/2024 | CANON FINANCIAL SERVICES, INC | 32659233 | 032575 | 001-2200-421.32-06 | PRINTER-RECORDS | 332.16 |
| **191542** | 5/30/2024 | CARLOS, MARIO | REIMB 5/19/24 | | 810-9700-490.90-59 | Community Clean Up Lunch | 12.92 |
| **191543** | 5/30/2024 | CDW GOVERNMENT, INC | RB82524 | 032834 | 001-1900-412.89-48 | CANON SCANNER - OLSEN | 312.90 |
| | | | RC10491 | 032833 | 222-0001-410.89-48 | DELL LATITUDE 5540 LAPTOP CMZ1LY3 OLSEN | 1,831.96 |
| **191544** | 5/30/2024 | CELL BUSINESS EQUIPMENT (CBE) | IN2731633 | 032576 | 001-2200-421.32-06 | COPY COUNT-PD | 8.44 |
| | | | IN2734374 | 032576 | 001-2200-421.32-06 | COPY COUNT-PD | 186.23 |
| **191545** | 5/30/2024 | CENTER ELECTRIC SERVICES, INC | 10903 | 032422 | 660-6300-471.45-06 | COB/MIDDLE HYDRO | 1,030.88 |
| | | | 10904 | 032422 | 660-6300-471.45-06 | COB/NP1 | 1,030.88 |
| | | | 10905 | 032422 | 660-6300-471.45-06 | COB/WELL 1/LOWER HYDRO | 2,255.05 |
| **191546** | 5/30/2024 | CINTAS CORPORATION | 4188548193 | 032322 | 660-6300-471.25-02 | UNIFORM-WATER | 212.03 |
| | | | | | 680-8000-454.25-02 | UNIFORM-WASTEWATER | 59.47 |
| | | | 4189275490 | 032322 | 660-6300-471.25-02 | UNIFORM-WATER | 212.03 |
| | | | | | 680-8000-454.25-02 | UNIFORM-WASTEWATER | 59.47 |
| | | | 4189997264 | 032322 | 660-6300-471.25-02 | UNIFORM-WATER | 212.03 |

**City of Banning**
**Warrant List Detail May 2024**

| Warrant Number | Warrant Date | Vendor Name | Invoice Number | P.O. Number | Account Number | Payment Description | Warrant Amount |
|---|---|---|---|---|---|---|---|
| 191546 | 5/30/2024 | CINTAS CORPORATION | 4189997264 | 032322 | 680-8000-454.25-02 | UNIFORM-WASTEWATER | 59.47 |
| | | | 4190785304 | 032321 | 001-4000-461.36-03 | CLEANING CHEMICALS | 121.67 |
| | | | 4190785389 | 032322 | 660-6300-471.25-02 | UNIFORM-WATER | 212.03 |
| | | | | | 680-8000-454.25-02 | UNIFORM-WASTEWATER | 59.47 |
| | | | 4192868921 | 032320 | 001-3600-461.25-02 | UNIFORM-PARKS | 51.13 |
| | | | 4193585331 | 032431 | 702-3800-480.25-02 | UNIFORM-FLEET | 74.21 |
| | | | 4193585396 | 032432 | 610-5800-434.25-02 | UNIFORM-TRANSIT | 119.79 |
| | | | | | 610-5850-434.25-02 | UNIFORM-DAR | 11.13 |
| | | | 4193585406 | 032319 | 100-4900-431.25-02 | UNIFORM-STREETS | 79.12 |
| | | | | | 704-3200-412.25-02 | UNIFORM-BUILD MAINT | 10.78 |
| 191547 | 5/30/2024 | CITY OF BANNING ELECTRIC UTILITY | 1255 | | 810-9700-490.90-60 | POLES FOR SEC CAMERA (3) | 16,046.84 |
| 191548 | 5/30/2024 | CORE & MAIN, LP | INV0006663 | | 660-0000-131.00-00 | INVENTORY PO NUM 032355 | 5,872.38 |
| | | | U550128 | | 660-0000-131.00-00 | INVENTORY PO NUM 032355 | 1,443.85 |
| 191549 | 5/30/2024 | COUNTY OF RIVERSIDE DOEH | IN0508395 | | 680-8000-454.41-04 | COB Permit Wastewater Treatment Facility | 1,735.00 |
| 191550 | 5/30/2024 | CTC TECHNOLOGY AND ENERGY | SIN003705 | 032724 | 673-7000-473.33-11 | BROADBAND FEASIBILITY MARCH 2024 | 39,903.65 |
| 191551 | 5/30/2024 | DEUSENBERRY, DANIEL | MEALS 6/2-4 | | 001-2200-421.23-06 | ARIDE/CHP COURSE MEALS 6/2-4 DEUSENBERRY | 129.00 |
| 191552 | 5/30/2024 | DIAMOND ENVIRONMENTAL SERVICES | 0005364236 | 032415 | 001-3600-461.32-05 | PORTABLE RESTROOMS LIONS PARK | 358.89 |
| 191553 | 5/30/2024 | DIAZ, GABRIEL | Tuition FY24 | | 660-6300-471.10-58 | Comm Driving School IBEW UTILITY MOU G.DIAZ | 2,495.00 |
| 191554 | 5/30/2024 | FLYNN, SHERI | TRAVEL 4/16-19 | | 001-1000-411.23-05 | CAL-CITIES CITY LEADERS TRAVEL 4/16-19 TV2409 | 624.69 |
| 191555 | 5/30/2024 | FRONTIER COMMUNICATIONS | 9511970620MAY24 | | 001-2200-421.26-05 | 951-197-0620 04/27/24-05/26/24 | 848.07 |
| | | | 9518491595MAY24 | | 001-2200-421.26-05 | 951-849-1595 05/13/24-06/12/24 | 99.61 |
| | | | 9518496778MAY24 | | 001-2200-421.26-05 | 951-849-6778 05/01/24-05/31/24 | 61.12 |
| | | | 9519220196APR24 | | 001-2200-421.26-05 | 951-922-0196 04/16/24-05/15/24 | 1,159.53 |
| 191556 | 5/30/2024 | GAS COMPANY, THE | 03292684002MY24 | | 001-4000-461.26-06 | COMM CENTER 04/15/24-05/14/24 | 29.51 |
| | | | 05192710001MY24 | | 001-3600-461.26-06 | PARKS & REC 04/15/24-05/14/24 | 20.38 |
| | | | 07702683751MY24 | | 001-2200-421.26-06 | 125 E RAMSEY 04/15/24-05/15/24 | 759.64 |
| | | | 09142474007MY24 | | 001-4050-461.26-06 | SENIOR CENTER 04/15/24-05/14/24 | 161.81 |
| | | | 16108344439MY24 | | 001-4010-461.26-06 | AQUATICS 04/15/24-05/14/24 | 1,177.57 |
| 191557 | 5/30/2024 | GENERAL DOOR SERVICE INC | 5871 | 032810 | 702-0000-232.00-00 | CAR DOOR INSTALL RETAINAGE | (461.42) |
| | | | | | 702-3800-480.30-02 | CAR DOOR INSTALL | 9,228.38 |
| 191558 | 5/30/2024 | GERBER COLLISION & GLASS | 1900911950 | 032846 | 702-3800-480.30-05 | REPAIRS #03 | 3,366.18 |
| 191559 | 5/30/2024 | GRAINGER | 9111323235 | 032313 | 702-3800-480.38-52 | AIR VALVE | 107.41 |
| | | | 9121330931 | 032313 | 702-3800-480.38-52 | PUSH-TO-CONNECT FITTING | 45.21 |
| 191560 | 5/30/2024 | HOME DEPOT #8987 | 5363941 | 032194 | 704-3200-412.30-02 | TOOLS/SUPPLIES | 53.70 |
| 191561 | 5/30/2024 | IBEW LOCAL 47 RETIREE MEDICAL TRUST | 20240531 | | 001-0000-204.80-10 | PAYROLL SUMMARY | 3,076.72 |
| 191562 | 5/30/2024 | JEWS, NICOLE | EYEWEAR FY24 | | 001-1300-412.25-10 | Eyewear Reimbursement Per Teamsters Unit MOU | 105.95 |
| 191563 | 5/30/2024 | JEWS, NICOLE | MEALS 6/6-9 | | 001-1300-412.23-05 | 2024 PRIMA CONF MEALS 6/6-9 JEWS | 160.00 |
| 191564 | 5/30/2024 | LEXISNEXIS RISK SOLUTIONS | 160860120240430 | 032332 | 001-2200-421.30-17 | SOFTWARE/MONTHLY APRIL 2024 | 112.55 |
| 191565 | 5/30/2024 | MARIPOSA ECO CONSULTING, INC | MECBANNING24-1 | 032735 | 690-9600-453.33-11 | CONTRACT MANAGEMENT | 4,987.50 |
| 191566 | 5/30/2024 | MILSOFT UTILITY SOLUTIONS, INC | 20242156 | | 670-7000-473.90-49 | Hosted Texting Monthly April 2024 | 1,929.00 |
| 191567 | 5/30/2024 | NIETO, FRANCISCO | MEALS 6/2-4 | | 001-2200-421.23-06 | ARIDE/CHP COURSE MEALS 6/2-4 NIETO | 129.00 |
| 191568 | 5/30/2024 | PARKHOUSE TIRE, INC. | 2010900573 | 032427 | 702-3800-480.38-52 | PURSUIT TIRE-UNIT #74 | 146.81 |
| | | | 2010900703 | 032427 | 702-3800-480.38-52 | TIRES/DISMOUNT & REMOUNT UNIT #202 | 684.43 |
| 191569 | 5/30/2024 | PARS | 20240531 | | 001-0000-204.25-00 | PAYROLL SUMMARY | 544.94 |
| 191570 | 5/30/2024 | PARTS AUTHORITY | 091-328232 | 032423 | 702-3800-480.38-52 | CABIN AIR #71 | 13.26 |
| | | | 091-330185 | 032423 | 702-3800-480.38-52 | CABIN AIR-UNIT #204 | 13.26 |
| | | | 091-330215 | 032423 | 702-3800-480.38-52 | SERPENTINE BELT | 23.69 |
| 191571 | 5/30/2024 | PLATT, JEFFREY | REIMB 5/21/24 | | 810-9700-490.90-59 | Community Clean Up FUEL PLATT | 159.00 |
| 191572 | 5/30/2024 | POULTER, HANNAH | MEALS 6/4 | | 001-2200-421.23-06 | ARREST & CONTROL PSP MEALS 6/4 POULTER | 16.50 |
| 191573 | 5/30/2024 | POULTER, HANNAH | MEALS 6/10-13 | | 001-2200-421.23-06 | BACKGROUND INVESTIGATION MEALS 6/10-13 POULTER | 77.00 |
| 191574 | 5/30/2024 | PRESS-ENTERPRISE, THE | 0011668160 | 032597 | 001-3000-442.23-01 | RFP 24-069 BOOSTER STN | 126.17 |
| | | | 0011668183 | 032597 | 705-4500-412.23-01 | RFP 23-050 MUNICIPAL CODE | 126.17 |
| | | | 0011669736 | 032597 | 001-3000-442.23-01 | IFB 24-071 WATER BOOSTER | 136.77 |
| | | | 0011670976 | 032597 | 001-2800-441.23-01 | RFP 24-062 SCANNING & IND | 126.17 |
| 191575 | 5/30/2024 | RECORD GAZETTE, THE | 00201541 | 032184 | 001-1900-412.23-01 | PREADOPTION ORD 1604 | 107.49 |
| 191576 | 5/30/2024 | REZENDES, DILLON | MEALS 6/10-14 | | 001-2200-421.23-06 | VEHICLE THEFT INVEST MEALS 6/10-14 REZENDES | 99.00 |
| 191577 | 5/30/2024 | RIVERSIDE COUNTY SHERIFF-PSEC | PE0000001730 | | 001-2200-421.26-07 | CNTY OF RIV PUBLIC SAFETY 04/01/24-04/30/24 | 4,865.29 |
| 191578 | 5/30/2024 | ROBERT HALF INTERNATIONAL | 63599503 | 032737 | 001-1910-412.23-27 | HOLLIS, Z. W/E 5/10/2024 | 1,471.95 |

**City of Banning**
**Warrant List Detail May 2024**

| Warrant Number | Warrant Date | Vendor Name | Invoice Number | P.O. Number | Account Number | Payment Description | Warrant Amount |
|---|---|---|---|---|---|---|---|
| **191578** | 5/30/2024 | ROBERT HALF INTERNATIONAL | 63609039 | 032737 | 001-1910-412.23-27 | HOLLIS, Z. W/E 5/17/2024 | 1,718.80 |
| **191579** | 5/30/2024 | ROMO PLANNING GROUP, INC. | 2024-01 | 030645 | 001-2800-441.33-41 | PLN SERV 12/31/23-2/3/24 | 18,850.00 |
| | | | 2024-02 | 030645 | 001-2800-441.33-41 | PLN SERV 2/4/24-3/4/24 | 21,027.50 |
| **191580** | 5/30/2024 | SCCI, INC DBA | 234952 | 032413 | 660-6300-471.23-06 | SAFETY MEETING 5/9/24 | 250.00 |
| **191581** | 5/30/2024 | SMART & FINAL | 980622 | 032281 | 001-5400-446.41-86 | WATER-5K RUN | 24.45 |
| **191582** | 5/30/2024 | SOUTHERN CALIFORNIA EDISON | 181978512MAY12 | | 660-6300-471.26-04 | WELL 9 04/12/24-05/12/24 | 3,348.34 |
| | | | 183084312MAY24 | | 660-6300-471.26-04 | WELL 12 04/12/24-05/12/24 | 401.32 |
| | | | 360580366MAY24 | | 660-6300-471.26-04 | DEL RITA BOOSTER 04/12/24-05/12/24 | 88.58 |
| **191583** | 5/30/2024 | STATE OF CALIFORNIA DOJ | 737069 | 032502 | 001-2200-421.33-31 | CHP BLOOD ANALYSIS | 245.00 |
| **191584** | 5/30/2024 | THOMPSON COBURN, LLP | 3638216 | 032837 | 670-7010-473.33-02 | LEGAL SVC/RELIABILITY | 122.09 |
| | | | 3666905 | 032837 | 670-7010-473.33-02 | LEGAL SVC/RELIABILITY | 43.41 |
| **191585** | 5/30/2024 | TURBO DATA SYSTEMS INC | 42784 | 032753 | 001-2200-421.23-45 | CITATION PROCESSING SVC APRIL 2024 | 150.00 |
| **191586** | 5/30/2024 | VISTA PAINT | 2024-467904-00 | 032199 | 100-4900-431.38-54 | TRAFFIC PAINT | 455.45 |
| **191587** | 5/30/2024 | WESTRUX INTERNATIONAL INC | 04P246240 | 032404 | 702-3800-480.38-52 | CORE #242 | (104.74) |
| | | | 04P251168 | 032404 | 702-3800-480.38-52 | TUBE FUEL LINE-UNIT #337 | 255.62 |
| **9007875** | 5/1/2024 | CA. ST. BOARD OF EQUALIZATION | 2024-QTR 3 | | 001-0000-201.10-00 | SALES & USE TAX RETURN FY2024 QTR3 | 604.00 |
| **9007876** | 5/2/2024 | CORPORATION SERVICE COMPANY | 8345718-043024 | | 001-2740-442.23-07 | PENDENCY NOTICE APN 535-223-007 | 7.00 |
| **9007877** | 5/3/2024 | WELLS FARGO BANK | PPE 04/28/2024 | | 001-0000-204.10-00 | PAYROLL PPE 04/28/24 PD 05/03/24 | 676,632.86 |
| **9007878** | 5/6/2024 | WELLS FARGO CARD SERVICES INC | WELLS ONE APR24 | | 001-0000-116.21-00 | DOORDASH CONSUELOS MASON-PERSONAL CHRG | 21.52 |
| | | | | | | DOORDASH LEMONGRASS MASON-PERSONAL CHRG | 17.94 |
| | | | | | 001-0000-201.10-00 | EXECUTIVE GIFT SHOPPE SALES TAX | (11.55) |
| | | | | | | FMS SOLUTIONS, LLC SALES TAX | (123.52) |
| | | | | | | LIFELOC TECHNOLOGIES SALES TAX | (6.80) |
| | | | | | | NOTARY ROTARY SALES TAX | (10.85) |
| | | | | | | PINMART, INC SALES TAX | (46.31) |
| | | | | | | POLICE & TACTICAL SUPPLY SALES TAX | (696.80) |
| | | | | | | TESCOMETERING SALES TAX | (43.51) |
| | | | | | 001-1000-411.23-05 | CHAMBER CA 4/17 WALLACE-COB BRKFST | 25.00 |
| | | | | | | HYATT REGENCY 4/16-19 FLYNN-LOCC CONF C00020 | 856.36 |
| | | | | | | LOCC 10/16-18 FLYNN-CAL CITIES-C00020 | 65.00 |
| | | | | | | LOCC 10/16-18 WALLACE-CAL CITIES-C00013 | 65.00 |
| | | | | | 001-1000-411.36-07 | DOMINOS 4/9 COUNCIL MEETING | 92.07 |
| | | | | | 001-1200-412.23-03 | APPLE.COM/BILL APPLE CLOUD STORAGE | 0.99 |
| | | | | | | CANVA CANVA SUBSCRIPTION | 31.98 |
| | | | | | 001-1200-412.23-05 | CHAMBER CA 4/17 SCHULZE-COB BRKFST | 25.00 |
| | | | | | | KAFE ROYALE MAYOR & CM BREAKFAST | 21.70 |
| | | | | | | LOCC 10/16-18 SCHULZE-CAL CITIES-RIV | 65.00 |
| | | | | | | PANERA BREAD PASS AREA CM'S MEETING | 8.95 |
| | | | | | 001-1210-412.23-03 | COSTAR GROUP INC COMM PROPERTY INFO | 774.00 |
| | | | | | 001-1210-412.23-05 | CHAMBER CA 4/17 M LOPEZ-COB BRKFST | 25.00 |
| | | | | | | TRADESHOWBOOTH.COM BACKDROP-ICSC LAS VEGAS | 1,293.00 |
| | | | | | 001-1210-412.41-46 | 4IMPRINT INC LOGO PROMO ITEM-ICSC CONF | 339.28 |
| | | | | | | 4IMPRINT, INC PROMO ITEM-ICSC CONF | 2,813.10 |
| | | | | | | ANYPROMO.COM PROMO ITEM-ICSC CONF | 427.33 |
| | | | | | | PINMART, INC PROMO ITEM-ICSC CONF | 643.81 |
| | | | | | 001-1220-412.23-05 | CHAMBER CA 4/17 RILEY-COB BRKFST | 25.00 |
| | | | | | 001-1300-412.23-01 | CANVA FLYER DESIGN SERVICE FEE | 12.99 |
| | | | | | | PUBLIC POWER JOBS ADVERT-DEPUTY ELEC DIR | 975.00 |
| | | | | | | WATER/WASTEWATER JOBS ADVERT-DEPUTY WW DIR | 185.00 |
| | | | | | 001-1300-412.23-05 | CAJPA 9/10-13 JEWS-CALJPA CONF REG | 150.00 |
| | | | | | | SOUTHWEST 9/10-13 JEWS-CALJPA FALL CONF | 149.96 |
| | | | | | 001-1300-412.36-00 | AMZN MKTP DESK STORAGE ITEMS | 42.64 |
| | | | | | | AMZN MKTP FRAMES-HR | 96.44 |
| | | | | | | AMZN MKTP TONER-HR | 172.39 |
| | | | | | | WALGREENS BOX/SUPPLIES | 4.84 |
| | | | | | 001-1300-412.36-07 | DONUT FACTORY 457 EMPLOYEE MTGS | 15.50 |
| | | | | | | DOORDASH SMARTFINAL SNACKS-ONBOARDING EVENT | 55.57 |
| | | | | | | SUBWAY SNACKS-ONBOARDING EVENT | 69.99 |

**City of Banning**
**Warrant List Detail May 2024**

| Warrant Number | Warrant Date | Vendor Name | Invoice Number | P.O. Number | Account Number | Payment Description | Warrant Amount |
|---|---|---|---|---|---|---|---|
| **9007878** | 5/6/2024 | WELLS FARGO CARD SERVICES INC | WELLS ONE APR24 | | 001-1400-412.23-03 | IIMC MASTER MUNI CLERK CERT | 50.00 |
| | | | | | 001-1400-412.23-06 | CCAC 6/21 25-28 PATTON-MMC SERIES-100 | 400.00 |
| | | | | | 001-1400-412.36-00 | EXECUTIVE GIFT SHOPPE PLAQUE-CALDERON | 160.55 |
| | | | | | 001-1900-412.23-06 | GRANT WRITING 4/29-30 FLINT-GRANT WRITING COURS | 595.00 |
| | | | | | 001-1910-412.23-01 | CONSTRUCTION BID SVC BID ADVERTISEMENT | 25.00 |
| | | | | | 001-1910-412.23-03 | PAYPAL/DESIGN-BUILD INST CONTRACT&GENERAL T&C LIC | 300.00 |
| | | | | | 001-1910-412.23-06 | CAPPO 5/16 MASON-IE CAPPO MEETING | 15.00 |
| | | | | | 001-2060-446.23-03 | GOOGLE YOUTUBEPREMIUM YOU TUBE SUBSCRIPTION | 13.99 |
| | | | | | 001-2060-446.89-56 | CAMERA WEST INC LIGHT KIT WITH CASE | 641.12 |
| | | | | | 001-2200-421.23-05 | PHILLIPS 66 FUEL-B SMITH UNIT | 30.12 |
| | | | | | | RIV EXPRESS LANES JIMENEZ EXPRESS LANE FEES | 25.95 |
| | | | | | | SHELL OIL FUEL-ARMAS UNIT | 66.00 |
| | | | | | | SHELL OIL FUEL-AUER UNIT | 85.50 |
| | | | | | | SHELL OIL FUEL-CAMPA UNIT | 104.58 |
| | | | | | | SHELL OIL FUEL-DETECTIVES | 69.04 |
| | | | | | | SHELL OIL FUEL-HALVERSON UNIT | 64.76 |
| | | | | | | SHELL OIL FUEL-JIMENEZ UNIT | 111.98 |
| | | | | | | SHELL OIL FUEL-MA RODRIGUEZ UNIT | 52.00 |
| | | | | | | SHELL OIL FUEL-MENDOZA UNIT | 43.19 |
| | | | | | | SHELL OIL FUEL-MO RODRIGUEZ UNIT | 69.01 |
| | | | | | | SHELL OIL FUEL-MORGAN UNIT | 69.98 |
| | | | | | | SHELL OIL FUEL-NIETO UNIT | 146.44 |
| | | | | | | SHELL OIL FUEL-NOTTINGHAM UNIT | 45.00 |
| | | | | | 001-2200-421.23-06 | HOLIDAY INN EXP 4/7-12 HOWELL-RECORDS TRAINING | 776.57 |
| | | | | | | RVSD SHERIFF 6/10-13 POULTER-BACKGROUND INVEST | 286.34 |
| | | | | | 001-2200-421.30-05 | BEAUMONT DO IT BEST SCREWS FOR UNIT KEYBOARD | 16.38 |
| | | | | | | STATEWIDE TOWING TIRE CHANGE-#94 | 95.00 |
| | | | | | 001-2200-421.33-11 | COMDIRECT INC. AV EQUIP EXTENSIONS (2) | 215.50 |
| | | | | | 001-2200-421.36-00 | ACME WORKPLACE SAFETY AED PADS | 857.69 |
| | | | | | | FMS SOLUTIONS, LLC RIFLE GUN RACKS (2) | 1,717.42 |
| | | | | | | LIFELOC TECHNOLOGIES MOUTH PIECES-PAS DEVICES | 94.60 |
| | | | | | 001-2200-421.36-01 | POLICE & TACTICAL SUPPLY DEPARTMENT TASERS | 9,687.80 |
| | | | | | 001-2200-421.36-04 | BIG TIME DESIGN UNIFORM-HUBBURT | 168.09 |
| | | | | | | GALLS UNIFORM VEST-LOPEZ | 975.63 |
| | | | | | | GALLS UNIFORM VEST-MORGAN | 975.63 |
| | | | | | | PRISTINE UNIFORMS UNIFORM-G FRANCO | 230.56 |
| | | | | | | V AND V MANUFACTURING BADGE-FISHER | 186.87 |
| | | | | | 001-2200-421.36-62 | SIRCHIE ACQUISITION COMPA SUPPLIES-COB EVIDENCE | 258.45 |
| | | | | | 001-2400-422.36-00 | SP ADS CHEMICAL GUYS SPECIFIC CLOTHS-#89 | 323.14 |
| | | | | | 001-2400-422.89-56 | HOMEDEPOT.COM SHOP VAC | 252.75 |
| | | | | | 001-2700-442.23-03 | CALBO GONZALEZ-CALBO CONF | 80.00 |
| | | | | | 001-2700-442.23-05 | RENAISSANCE 4/21-25 GONZALEZ-CALBO CONF | 1,174.56 |
| | | | | | 001-2740-442.23-03 | PL PEOPLELOOKER.COM PROPERTY ADDRESS SEARCH | 29.99 |
| | | | | | 001-2740-442.23-05 | WEST INN & SUITES 3/11-15 REFUND-MARTINEZ CE CERT | (198.01) |
| | | | | | 001-2740-442.36-00 | BEAUMONT DO IT BEST DISPOSABLE GLOVES (100 CT | 58.16 |
| | | | | | | BEAUMONT DO IT BEST OUTLET SURGE STRIP | 43.09 |
| | | | | | 001-2800-441.23-03 | NOTARY ROTARY CALDERON-NOTARY MATERIALS | 150.85 |
| | | | | | 001-2800-441.23-05 | ESRI 7/14-19 YARYAN-ESRI CONF REG | 150.00 |
| | | | | | 001-3000-442.23-05 | CHAMBER CA 4/17 N SMITH-COB BRKFST | 25.00 |
| | | | | | 001-3000-442.23-06 | SOCAL PWX 4/17 VALENZUELA APWA SOCAL | 209.93 |
| | | | | | 001-3600-461.30-06 | AMAZON.COM SUPPLIES-PARK RESTROOMS | 260.89 |
| | | | | | 001-3600-461.38-54 | GRAINGER GRAFFITI REMOVER | 646.98 |
| | | | | | 001-4000-461.23-03 | ADOBE 2024 ILLUSTRATOR ACCESS | 263.88 |
| | | | | | | SPOTIFY MUSIC SUBSCRIPTION | 10.99 |
| | | | | | | WHENIWORK.COM SCHEDULING SOFTWARE | 125.00 |
| | | | | | 001-4000-461.36-00 | SAMS CLUB WATER BALLOONS-DAY CAMP | 49.98 |
| | | | | | | SMART AND FINAL SUPPLIES AND SNACKS | 86.66 |
| | | | | | 001-4000-461.36-11 | DOLLAR TREE 4/22 SUPPLIES-EARTH DAY | 8.08 |

**City of Banning**
**Warrant List Detail May 2024**

| Warrant Number | Warrant Date | Vendor Name | Invoice Number | P.O. Number | Account Number | Payment Description | Warrant Amount |
|---|---|---|---|---|---|---|---|
| **9007878** | 5/6/2024 | WELLS FARGO CARD SERVICES INC | WELLS ONE APR24 | | 001-4000-461.36-11 | THE HOME DEPOT 4/22 SUPPLIES-EARTH DAY | 587.34 |
| | | | | | 001-4000-461.42-32 | AQUARIUM OF PACIFIC PRE-ORDER OEP TICKETS | 1,233.45 |
| | | | | | 001-4010-461.25-02 | EPIC SPORTS LIFEGUARD UNIFORMS | 413.25 |
| | | | | | | THE LIFEGUARD STORE LIFEGUARD UNIFORMS | 571.08 |
| | | | | | 001-4050-461.36-00 | DOLLAR TREE BINGO SUPPLIES | 146.72 |
| | | | | | | THE WEBSTAURANT STORE TABLES-SENIOR CENTER (3) | 1,425.12 |
| | | | | | 001-5400-446.41-86 | 4 ALL PROMOS PROMO BAGS COLOR RUN | 346.52 |
| | | | | | 610-5800-434.23-06 | CALIFORNIA ASSOC 4/15-18 SIRLS-CALACT CONF | 675.00 |
| | | | | | | HYATT REGENCY 4/15-17 SIRLS CALACT CONF | 906.06 |
| | | | | | 660-6300-471.45-16 | LOWES TORCH | 63.05 |
| | | | | | 670-7000-473.23-05 | CHAMBER CA 4/17 ROBINSON-COB BRKFST | 25.00 |
| | | | | | | CHAMBER CA 4/17 YOUNG-COB BRKFST | 25.00 |
| | | | | | 670-7000-473.36-00 | FAST 5 XPRESS BEAUMONT CAR WASH-CITY VEHICLES | 39.99 |
| | | | | | | SAMSCLUB.COM COFFEE SUPPLIES | 74.96 |
| | | | | | | WM SUPERCENTER ORGANIZING BINS FOR OFFIC | 13.79 |
| | | | | | 670-7000-473.45-16 | TESCOMETERING CONNECTOR LINKS | 604.97 |
| | | | | | 675-7020-473.23-03 | NETWORK SOLUTIONS SECURITY SUBSCRIPTION | 14.98 |
| | | | | | 675-7020-473.23-06 | CHEVRON 4/26 FUEL-UTLY FORUM 2024 | 59.10 |
| | | | | | | LA CUMBRE FUEL 4/23 FUEL-UTLY FORUM 2024 | 67.48 |
| | | | | | 675-7020-473.41-46 | CONSUELO S ARBOR DAY TREE GIVEAWAY | 56.64 |
| | | | | | | PANERA BREAD CORE MKTG MEETING | 63.19 |
| | | | | | 690-9600-453.41-46 | DONUT DE LITE BULKY ITEM EVENT | 41.98 |
| | | | | | | JERSEY MIKES BULKY ITEM EVENT | 497.60 |
| | | | | | | SMART AND FINAL BULKY ITEM EVENT | 92.00 |
| | | | | | 702-3800-480.38-52 | AMAZON.COM 52-GENERATOR BELT | 8.34 |
| | | | | | | AMZN MKTP 341-LED STROBE LAMP | 121.73 |
| | | | | | | AMZN MKTP 732-BRACKET-WEED SPRAYER | 3.33 |
| | | | | | | ANGI ENERGY SYSTEMS LL CNG COMP-OIL PRESS TRANSD | 398.12 |
| | | | | | | STOTZ EQUIPMENT MONTCLAIR 765-LAWNMOWER SPINDLE | 288.64 |
| | | | | | 703-3700-480.89-49 | MICROSOFT 365 REFUND-LICENSE USER (10) | (2,186.89) |
| | | | | | 810-9700-490.90-59 | CARLS JR COMM CLEANUP LUNCH | 44.33 |
| | | | | | | EXXON FUEL-COMMUNITY CLEANUP | 141.10 |
| | | | | | | FAST 5 XPRESS BEAUMONT TRAILER-COMM CLEANUP | 13.00 |
| | | | | | | JACK IN THE BOX COMM CLEANUP LUNCH | 39.30 |
| | | | | | | RITE AID GIFT CARD-COMM CLEANUP | 447.60 |
| | | | | | | WABA GRILL COMM CLEANUP LUNCH | 105.33 |
| **9007879** | 5/6/2024 | CA. ST. EMPLOYMENT DEV. DEPT. | PPE 04/28/2024 | | 001-0000-204.12-00 | STATE INCOME TAX PPE 04/28/24 PD 05/03/24 | 53,393.28 |
| **9007880** | 5/6/2024 | INTERNAL REVENUE SERVICE | PPE 04/28/2024 | | 001-0000-204.11-00 | FEDERAL INCOME TAX PPE 04/28/24 PD 05/03/24 | 104,287.63 |
| | | | | | 001-0000-204.13-00 | FICA MEDICARE/REGULAR PPE 04/28/24 PD 05/03/24 | 160,214.56 |
| **9007881** | 5/6/2024 | TASC | PPE 04/28/2024 | | 001-0000-204.80-15 | TASC NESP PPE 04/28/24 PD 05/03/24 | 1,524.60 |
| **9007882** | 5/7/2024 | WELLS FARGO BANK | PPE 04/28/2024 | | 001-0000-204.80-14 | VEBA CONTRIBUTIONS PPE 04/28/24 PD 05/03/24 | 300.00 |
| **9007883** | 5/7/2024 | CORPORATION SERVICE COMPANY | 8345718-050324 | | 001-2740-442.23-07 | PENDENCY NOTICE APN 540-063-006 | 7.00 |
| **9007884** | 5/8/2024 | CA. ST. PUBLIC EMPLOYEES | PERS ADJ PP07 | | 001-0000-204.20-00 | PERS ADJ-MISC TIER I PERS TUP ADJ-PP07 | 280.77 |
| | | | PERS ADJ PP08 | | 001-0000-204.20-00 | PERS ADJ-MISC TIER I PERS TUP ADJ-PP08 | 280.77 |
| **9007885** | 5/8/2024 | EMPOWER ANNUITY INSURANCE COMPANY | PPE 04/28/2024 | | 001-0000-204.16-00 | 457 LOAN PAYMENTS PPE 04/28/24 PD 05/03/24 | 9,895.78 |
| | | | | | | 457 PRE TAX CONTRIBUTIONS PPE 04/28/24 PD 05/03/24 | 36,594.16 |
| | | | | | | 457 ROTH CONTRIBUTIONS PPE 04/28/24 PD 05/03/24 | 1,005.00 |
| **9007886** | 5/9/2024 | CA. ST. PUBLIC EMPLOYEES | 100000017517045 | | 001-0000-204.31-00 | ANTHEM BL CROSS MAY 2024 | 1,682.26 |
| | | | | | | BL SHIELD ACCESS MAY 2024 | 18,764.92 |
| | | | | | | BL SHIELD TRIO MAY 2024 | 81,743.94 |
| | | | | | | BL SHIELD TRIO MAY 2024 (RETRO) | (986.57) |
| | | | | | | KAISER HMO MAY 2024 | 65,078.88 |
| | | | | | | KAISER HMO MAY 2024 (RETRO) | 3,634.73 |
| | | | | | | PERS GOLD MAY 2024 | 6,439.30 |
| | | | | | | PERS PLATINUM MAY 2024 | 5,657.35 |
| | | | | | 001-1300-412.15-52 | PA BILLING ER SHARE-RETIR MAY 2024 | 78.50 |
| | | | | | 001-1300-412.41-18 | ADMIN FEE FOR ACTIVE MAY 2024 | 582.45 |
| | | | | | 001-1300-412.41-19 | ADMIN FEE FOR RETIRED MAY 2024 | 34.51 |

**City of Banning**
**Warrant List Detail May 2024**

| Warrant Number | Warrant Date | Vendor Name | Invoice Number | P.O. Number | Account Number | Payment Description | Warrant Amount |
|---|---|---|---|---|---|---|---|
| **9007887** | 5/9/2024 | CA. ST. PUBLIC EMPLOYEES | 100000017517046 | | 001-0000-204.31-00 | BL SHIELD ACCESS MAY 2024 | 1,967.29 |
| | | | | | | BL SHIELD TRIO MAY 2024 | 1,832.19 |
| | | | | | | KAISER HMO MAY 2024 | 865.41 |
| | | | | | | KAISER HMO MAY 2024 (RETRO) | 1,730.82 |
| | | | | | | PERS PLATINUM MAY 2024 | 1,131.47 |
| | | | | | 001-1300-412.41-18 | ADMIN FEE FOR ACTIVE MAY 2024 | 24.09 |
| **9007888** | 5/9/2024 | CA. ST. PUBLIC EMPLOYEES | 100000017530933 | | 001-1300-412.23-42 | PERS ADMIN FEE LATE APPT ENROLLMENT | 200.00 |
| **9007889** | 5/9/2024 | CA. ST. PUBLIC EMPLOYEES | MC 04/16/2024 | | 001-0000-204.20-00 | RETIREMENT BENEFITS MC 04/16/24 LEON | 209.22 |
| **9007890** | 5/10/2024 | CORPORATION SERVICE COMPANY | 8345718-050824 | | 001-1400-412.23-07 | PROCESSING FEES (2) RIV CO RECORDER OFFICE | 14.00 |
| | | | | | 001-2740-442.23-07 | PENDENCY NOTICE APN 543-090-024 | 7.00 |
| **9007891** | 5/15/2024 | CALIFORNIA, STATE OF | L1434238288 | | 700-5030-480.40-03 | STATE UNEMPLOYMENT INS QTR END MAR 2024 | 4,842.00 |
| **9007892** | 5/16/2024 | WINDSTREAM SERVICES, LLC | 76386637 | | 001-2200-421.26-05 | PHONE SVCS-125 E RAMSEY 3/27/24-4/26/24 | 978.17 |
| **9007893** | 5/16/2024 | WINDSTREAM SERVICES, LLC | 76387223 | | 705-4500-412.26-05 | PHONE SVCS-176 E LINCOLN 3/27/24-4/26/24 | 965.31 |
| **9007894** | 5/17/2024 | WELLS FARGO BANK | PPE 05/12/2024 | | 001-0000-204.10-00 | PAYROLL PPE 05/12/24 PD 05/17/24 | 621,760.64 |
| **9007895** | 5/17/2024 | WINDSTREAM SERVICES, LLC | 76386195 | | 705-4500-412.26-05 | PHONE SVCS-99 E RAMSEY 3/27/24-4/26/24 | 2,955.48 |
| **9007896** | 5/20/2024 | CA. ST. EMPLOYMENT DEV. DEPT. | PPE 05/12/2024 | | 001-0000-204.12-00 | STATE INCOME TAX PPE 05/12/24 PD 05/17/24 | 48,026.64 |
| **9007897** | 5/20/2024 | INTERNAL REVENUE SERVICE | PPE 05/12/2024 | | 001-0000-204.11-00 | FEDERAL INCOME TAX PPE 05/12/24 PD 05/17/24 | 109,213.48 |
| | | | | | 001-0000-204.13-00 | FICA MEDICARE/REGULAR PPE 05/12/24 PD 05/17/24 | 150,233.40 |
| **9007898** | 5/20/2024 | TASC | PPE 05/12/2024 | | 001-0000-204.80-15 | TASC NESP PPE 05/12/24 PD 05/17/24 | 1,524.60 |
| **9007899** | 5/21/2024 | WELLS FARGO BANK | PPE 05/12/2024 | | 001-0000-204.80-14 | VEBA CONTRIBUTIONS PPE 05/12/24 PD 05/17/24 | 300.00 |
| **9007900** | 5/23/2024 | EMPOWER ANNUITY INSURANCE COMPANY | PPE 05/12/2024 | | 001-0000-204.16-00 | 457 LOAN PAYMENTS PPE 05/12/24 PD 05/17/24 | 9,947.62 |
| | | | | | | 457 PRE TAX CONTRIBUTIONS PPE 05/12/24 PD 05/17/24 | 39,055.56 |
| | | | | | | 457 ROTH CONTRIBUTIONS PPE 05/12/24 PD 05/17/24 | 1,005.00 |
| **9007901** | 5/24/2024 | CA. ST. PUBLIC EMPLOYEES | PPE 04/28/2024 | | 001-0000-204.20-00 | RETIREMENT BENEFITS PPE 04/28/24 PD 05/03/24 | 168,962.76 |
| **9007902** | 5/24/2024 | CORPORATION SERVICE COMPANY | 8345718-052224 | | 001-2740-442.23-07 | PENDENCY NOTICE APN 541-031-010 | 27.00 |
| **9007903** | 5/28/2024 | CORPORATION SERVICE COMPANY | 8345718-052324 | | 001-2740-442.23-07 | PENDENCY NOTICE APN 540-052-022 | 27.00 |
| **9007904** | 5/31/2024 | WELLS FARGO BANK | PPE 05/26/2024 | | 001-0000-204.10-00 | PAYROLL PPE 05/26/24 PD 05/31/24 | 626,607.86 |
| **Grand Total** | | | | | | | **10,778,650.49** |

| | |
|---|---|
| **Less Voided / Reissued Checks from Prior Period** | **(67,500.29)** |
| **Less Voided Checks Prior Period** | **-** |
| **Add Payroll Checks** | **13,333.85** |
| **Total Remittance for Month** | **10,724,484.05** |

# Voided Checks

## May 2024

| Issue Date | Check (Original) | Vendor # | Reason | Void Amount | Check (Reissue) | Vendor # | Reissued Amount |
|---|---|---|---|---|---|---|---|
| 1/25/2024 | 190056 | 7082 | LOST IN MAIL | $ 119.95 | 191403 | 7082 | $ 119.95 |
| 3/21/2024 | 190816 | 448 | LOST IN MAIL | $ 65.34 | 191411 | 448 | $ 65.34 |
| 4/4/2024 | 190965 | 99001 | LOST IN MAIL | $ 95.00 | 191431 | 99001 | $ 95.00 |
| 4/11/2024 | 191008 | 8000 | ADDRESS CHANGE | $ 67,220.00 | 191314 | 8000 | $ 67,220.00 |
| 5/2/2024 | 191285 | 7576 | CHECK DESTROYED | $ 85.66 | 191288 | 7576 | $ 85.66 |
| **TOTALS** | | | | **$ 67,585.95** | | | **$67,585.95** |

# Payroll

# May 2024

| Start | End | Date | Description | | Check Total |
|---|---|---|---|---|---|
| 13466 | 13479 | 5/3/2024 | Warrant Register | $ | 3,695.22 |
| 13480 | 13499 | 5/17/2024 | Warrant Register | $ | 4,282.98 |
| 13500 | 13519 | 5/31/2024 | Warrant Register | $ | 5,355.65 |
| **TOTALS** | | | | **$** | **13,333.85** |
| | **CHECKS USED** | **54** | | | |

| Dept/Div Activity | Check Payee | Social Security | Check Number | Amount |
|---|---|---|---|---|
| | RIVERSIDE COUNTY SHERIFF - SCS | | 13466 | 358.23 |
| 1900-412 | GERONIMO, ALEJANDRO | 2661 | 13467 | .00 |
| 1900-412 | PHILLIPS, JOYCE Y | 6549 | 13468 | .00 |
| | UNITED STATES TREASURY | | 13469 | 125.50 |
| | CALIF. STATE DISBURSEMENT UNIT | | 13470 | 427.38 |
| | CALIF. STATE DISBURSEMENT UNIT | | 13471 | 161.07 |
| | TEXAS CHILD SUPPORT SDU | | 13472 | 550.62 |
| 4000-461 | BARON, BYRON | 178 | 13473 | 474.45 |
| 4000-461 | SCARRY, COLE | 7674 | 13474 | 281.10 |
| 4000-461 | SILVA, NESTOR C | 177 | 13475 | 255.01 |
| 4010-461 | FLOYD, ANTHONY P | 2394 | 13476 | 38.27 |
| | CALIF. STATE DISBURSEMENT UNIT | | 13477 | 255.23 |
| | CALIF. STATE DISBURSEMENT UNIT | | 13478 | 80.76 |
| | RIVERSIDE COUNTY SHERIFF - SCS | | 13479 | 687.60 |
| | Total Checks - | | 14 | 3,695.22 |

| Dept/Div Activity | Check Payee | Social Security | Check Number | Amount |
|---|---|---|---|---|
| | RIVERSIDE COUNTY SHERIFF - SCS | | 13480 | 358.23 |
| 1900-412 | GERONIMO, ALEJANDRO | 2661 | 13481 | .00 |
| 1900-412 | PHILLIPS, JOYCE Y | 6549 | 13482 | .00 |
| | UNITED STATES TREASURY | | 13483 | 125.50 |
| | CALIF. STATE DISBURSEMENT UNIT | | 13484 | 427.38 |
| | CALIF. STATE DISBURSEMENT UNIT | | 13485 | 161.07 |
| | TEXAS CHILD SUPPORT SDU | | 13486 | 550.62 |
| 4010-461 | BARON, BYRON | 178 | 13487 | 564.51 |
| 4010-461 | ECKMAN, GRACE J | 2186 | 13488 | 48.55 |
| 4010-461 | FLOYD, ANTHONY P | 2394 | 13489 | 93.57 |
| 4010-461 | GLASS, MARINAH | 185 | 13490 | 48.55 |
| 4010-461 | SANTOS, ABIEGAIL M | 184 | 13491 | 48.55 |
| 4010-461 | SCARRY, COLE | 7674 | 13492 | 420.75 |
| 4010-461 | SILVA, NESTOR C | 177 | 13493 | 268.30 |
| 4010-461 | STOKES, AALIYAH M | 8186 | 13494 | 48.55 |
| 4010-461 | THOMPSON, TAJA N | 8363 | 13495 | 48.55 |
| 4010-461 | TREJO, ADRIAN | 186 | 13496 | 48.55 |
| | CALIF. STATE DISBURSEMENT UNIT | | 13497 | 255.23 |
| | CALIF. STATE DISBURSEMENT UNIT | | 13498 | 80.76 |
| | RIVERSIDE COUNTY SHERIFF - SCS | | 13499 | 685.76 |
| | Total Checks - | | 20 | 4,282.98 |

| Dept/Div Activity | Check Payee | Social Security | Check Number | Amount |
|---|---|---|---|---|
| | RIVERSIDE COUNTY SHERIFF - SCS | | 13500 | 316.02 |
| 1900-412 | PHILLIPS, JOYCE Y | 6549 | 13501 | .00 |
| | CALIF. STATE DISBURSEMENT UNIT | | 13502 | 161.07 |
| | CALIF. STATE DISBURSEMENT UNIT | | 13503 | 427.38 |
| | TEXAS CHILD SUPPORT SDU | | 13504 | 550.62 |
| 4000-461 | JOHNSON, KAIANA J | 3809 | 13505 | 107.82 |
| | CALIF. STATE DISBURSEMENT UNIT | | 13506 | 241.15 |
| 4010-461 | AVALOS, ALEX M | 576 | 13507 | 61.61 |
| 4010-461 | BARON, BYRON | 178 | 13508 | 607.33 |
| 4010-461 | ECKMAN, GRACE J | 2186 | 13509 | 60.68 |
| 4010-461 | FLOYD, ANTHONY P | 2394 | 13510 | 348.74 |
| 4010-461 | MACIAS, MATTHEW M | 4849 | 13511 | 133.50 |
| 4010-461 | ODENBAUGH, JONATHAN | 6070 | 13512 | 270.29 |
| 4010-461 | SANTOS, ABIEGAIL M | 184 | 13513 | 182.05 |
| 4010-461 | SCARRY, COLE | 7674 | 13514 | 594.07 |
| 4010-461 | STOKES, AALIYAH M | 8186 | 13515 | 109.23 |
| 4010-461 | THOMPSON, TAJA N | 8363 | 13516 | 222.52 |
| | CALIF. STATE DISBURSEMENT UNIT | | 13517 | 255.23 |
| | CALIF. STATE DISBURSEMENT UNIT | | 13518 | 80.76 |
| | RIVERSIDE COUNTY SHERIFF - SCS | | 13519 | 625.58 |
| | Total Checks - | | 20 | 5,355.65 |

**CITY OF BANNING**
**STAFF REPORT**

**TO:** **CITY COUNCIL**

**FROM:** **Douglas Schulze, City Manager**

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

**MEETING DATE:** **June 25, 2024**

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

---

**RECOMMENDATION:**

That City Council receive and file Cash and Investment Report for May 2024 on this day, June 25, 2024, in accordance with California Government Code 53646.

**BACKGROUND:**

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

**JUSTIFICATION:**

**UNRESTRICTED CASH AND INVESTMENTS:**

| Cash & Investments | April 2024 | May 2024 |
|---|---|---|
| **Funds under Control of the City:** | | |
| Petty Cash / Cash on Hand | $4,055.00 | $4,055.00 |
| **Sub-Total** | **$4,055.00** | **$4,055.00** |
| ***Checking and Savings:*** | | |
| Wells Fargo - General Account - XXXXX5798 | $5,336,047.64 | $6,487,224.81 |
| Bank of America - Parking Citations - XXXXXX8776 | $144,046.90 | $144,339.12 |
| Bank of America - Airport Visa - XXXXXX7548 | $583,937.27 | $588,892.12 |
| Bank of America - CNG Charge Acct - XXXXXX5594 | $79,091.90 | $79,091.90 |
| **Sub-Total** | **$6,143,123.71** | **$7,299,547.95** |
| **See Investment Report for Details of the following investments:** | | |
| State of California, Local Agency Investment Fund | **$21,374,566.99** | **$18,374,566.99** |
| % of Investments in LAIF | **51%** | **47%** |
| US Bank City of Banning Investment Custody Account XXXXX6000 | **$20,948,114.14** | **$20,979,410.02** |

| | | |
|---|---|---|
| **Cash and Investments** | **$48,469,859.84** | **$46,657,579.96** |

**RESTRICTED CASH AND INVESTMENTS:**

| Cash & Investments | April 2024 | May 2024 |
|---|---|---|
| **Cash with Fiscal Agents** | | |
| ***US Bank*** | | |
| 2015 Water Revenue Bonds-BUA Water Projects - 258228005 | $859,132.79 | $862,485.71 |
| 2015 Water Revenue Bonds-BUA Water Projects - 258228000 | $375,034.66 | $3,693.06 |
| 2019 Wastewater Revenue Bond - 254226002 | $117,502.40 | $117,502.85 |
| 2019 Wastewater Revenue Bonds 254226000 | $115,038.98 | $115,039.98 |
| 2019 Wastewater Revenue Bonds - BUA Water Projects - Previous Balance less amount required for Refunding - 254226006 | $2,502,932.25 | $2,502,952.75 |
| 2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685003 | $2,461.57 | $2,471.18 |
| 2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685000 | $5,959.50 | $1,917,504.64 |
| Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Unexpended Proceeds Fund - 277166005 | $7,687,316.47 | $7,687,348.06 |
| Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Revenue Fund - 277166000 | $0.00 | $0.00 |
| Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Principal Acct-789582001 | $0.00 | $0.00 |
| Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Reserve Fund-789582003 | $186,061.47 | $186,062.23 |
| PERMA Member Trust Account xxx-xxxx-101.12-00 | $2,945,719.51 | $2,945,719.51 |
| CAISO - City of Banning XXXXX6994 | $124,743.22 | $125,274.60 |

| | | |
|---|---|---|
| City of Banning - XXXXX5920 - Riverside Public Utilities (RPU) | $856,252.72 | $916,443.19 |
| **Cash with Fiscal Agents US Bank** | **$15,778,155.54** | **$17,382,497.76** |
| **Restricted Investment in SCPPA Project Stabilization Fund** | | |
| Project Stabilization Fund | **$1,017,586.06** | **$984,936.92** |
| | | |
| ***Total Restricted Cash and Investments*** | **$16,795,741.60** | **$18,367,434.68** |
| | | |
| **Grand Total Cash and Investments** | **$65,265,601.44** | **$65,025,014.64** |

**BOND RESERVE INSURANCE POLICIES:**

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

**FISCAL IMPACT:**

Not applicable.

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

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

**ALTERNATIVES:**

Not applicable.

**ATTACHMENTS:**

1. Attachment 1-Investment Report May 2024.pdf
2. Attachment 2-City of Banning Broker Report May 2024.pdf
3. Attachment 3-LAIF Market Valution May 2024.pdf
4. Attachment 4-PMIA-LAIF Performance Report May 2024.pdf

**City of Banning**
**Report of Investments**
**May 2024**

| Investment Held by | Investment Name | Investment Type | CUSIP Number | Standard & Poors Rating | Moodys Rating | Maturity Duration | Par | Market Yield | Market Price | Market Value/Accrued Int | Percentage of Investments |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *State of California, Local Agency Investment Fund* | | | | | | | | | | | |
| | City of Banning | Pooled Investment | N/A | N/A | N/A | | $ 18,374,566.76 | 4.332 | 100.41145 | $ 18,450,169.54 | 46.7% |
| | Successor Agency | Pooled Investment | N/A | N/A | N/A | | $ 0.23 | 4.332 | 100.41145 | $ 0.23 | 0.0% |
| | | | | | | | **$ 18,374,566.99** | | | **$ 18,450,169.77** | **46.7%** |
| *US Bank- Broker Chandler Asset Management* | | | | | | | | | | | |
| Government Agencies | | | | | | | | | | | |
| | Total ABS | Asset-Backed Securities | Various | AAA | Aaa | 1.7 | $ 540,000.00 | 5.360 | 100.321 | $ 541,734.63 | 1.37% |
| | Total Agency | Federal Agencies | Various | AA+ | Aaa | 1.3 | $ 12,200,000.00 | 5.210 | 97.009 | $ 11,835,100.66 | 31.0% |
| | Total Commercial Paper | Paper | 62479LL78 | NA | A-1 | 1.26 | $ 300,000.00 | 5.460 | 97.630 | $ 292,890.00 | 0.8% |
| | Total Corporate | Corporate | Various | A+ | A1 | 0.79 | $ 3,570,000.00 | 5.450 | 98.665 | $ 3,522,351.19 | 9.1% |
| | Total Money Market | Money Market/Mutual Funds | 31846V401 | AAA | Aaa | 0.00 | $ 102,851.84 | 4.760 | 100.000 | $ 102,851.84 | 0.3% |
| | Total Cash | Cash and Equivalents | Various | AAA | Aaa | 0.00 | $ 1,558.18 | 0.000 | 100.000 | $ 1,558.18 | 0.0% |
| | Total US Treasury | US Treasuries | Various | AA+ | Aaa | 0.40 | $ 4,265,000.00 | 4.970 | 98.938 | $ 4,219,722.67 | 10.8% |
| | | | | | | | **$ 20,979,410.02** | | | **$ 20,516,209.17** | **53.3%** |
| **Total Investments** | | | | | | | **$ 39,353,977.01** | | | **$ 38,966,378.94** | **100.0%** |

**** See page 7-10 of Broker report for details by category***

CHANDLER ASSET MANAGEMENT

# MONTHLY ACCOUNT STATEMENT

City of Banning | Account #11089 | As of May 31, 2024

**CHANDLER ASSET MANAGEMENT** | chandlerasset.com

**Chandler Team:**

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

**Custodian:**

US Bank

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

# PORTFOLIO SUMMARY

City of Banning | Account #11089 | As of May 31, 2024

## Portfolio Characteristics

| | |
|---|---|
| Average Modified Duration | 1.02 |
| Average Coupon | 2.23% |
| Average Purchase YTM | 3.57% |
| Average Market YTM | 5.21% |
| Average Quality | AA+ |
| Average Final Maturity | 1.12 |
| Average Life | 1.08 |

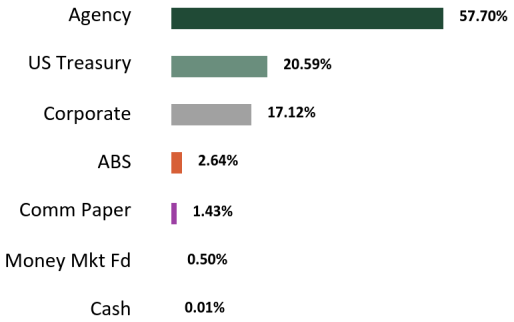
## Account Summary

| | Beg. Values as of 05/01/2024 | End Values as of 05/31/2024 |
|---|---|---|
| Market Value | 20,369,129.58 | 20,439,449.36 |
| Accrued Interest | 40,341.84 | 76,759.81 |
| **Total Market Value** | **20,409,471.41** | **20,516,209.17** |
| Income Earned | 94,697.97 | 64,380.72 |
| Cont/WD | 0.00 | 0.00 |
| Par | 20,948,114.14 | 20,979,410.02 |
| Book Value | 20,829,494.11 | 20,857,147.62 |
| Cost Value | 20,777,398.14 | 20,791,660.01 |

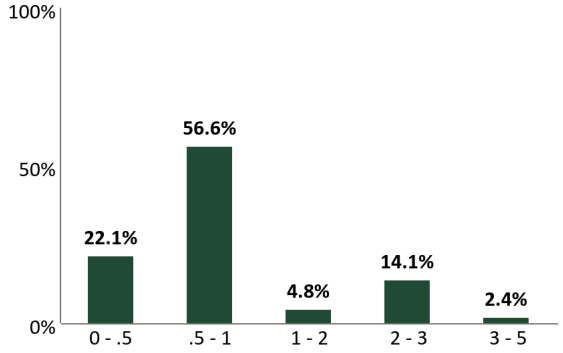
## Top Issuers

| | |
|---|---|
| Federal Home Loan Banks | 43.70% |
| United States | 20.59% |
| FHLMC | 14.00% |
| Amazon.com, Inc. | 2.40% |
| Exxon Mobil Corporation | 2.36% |
| Mitsubishi UFJ Financial Group, Inc. | 1.43% |
| Royal Bank of Canada | 1.25% |
| Realty Income Corporation | 1.25% |

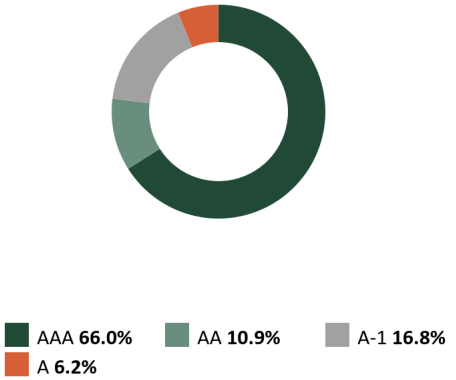
## Sector Allocation




## Maturity Distribution




## Credit Quality




*See Footnote

## Performance Review

| Total Rate of Return | 1M | 3M | YTD | 1YR | 2YRS | 3YRS | 5YRS | 10YRS | Since Inception (07/01/23) |
|---|---|---|---|---|---|---|---|---|---|
| City of Banning | 0.52% | 1.02% | 1.33% | -- | -- | -- | -- | -- | -- |
| Benchmark Return* | 0.48% | 1.27% | 2.00% | -- | -- | -- | -- | -- | -- |

*Periods over 1 year are annualized.
Benchmark: ICE BofA 0-1 Year US Treasury Notes & Bonds Secondary Benchmark:
The credit quality is a weighted average calculation of the highest of S&P, Moody's' and Fitch

# STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of May 31, 2024

| Rules Name | Limit | Actual | Compliance Status | Notes |
|---|---|---|---|---|
| **AGENCY MORTGAGE SECURITIES (CMOS)** | | | | |
| Max % (MV) | 100.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 30.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5.0 | 0.0 | Compliant | |
| **ASSET-BACKED SECURITIES (ABS)** | | | | |
| Max % (MV; Non Agency ABS & MBS) | 20.0 | 2.6 | Compliant | |
| Max % Issuer (MV) | 5.0 | 1.1 | Compliant | |
| Max Maturity (Years) | 5 | 4 | Compliant | |
| Min Rating (AA- by 1) | 0.0 | 0.0 | Compliant | |
| **BANKERS' ACCEPTANCES** | | | | |
| Max % (MV) | 40.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Days) | 180 | 0.0 | Compliant | |
| Min Rating (A-1 by 1 or A- by 1) | 0.0 | 0.0 | Compliant | |
| **CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)** | | | | |
| Max % (MV) | 30.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5.0 | 0.0 | Compliant | |
| **COLLATERALIZED BANK DEPOSITS** | | | | |
| Max Maturity (Years) | 5.0 | 0.0 | Compliant | |
| **COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)** | | | | |
| Max % (MV) | 20.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5.0 | 0.0 | Compliant | |
| **COMMERCIAL PAPER** | | | | |
| Max % (MV) | 25.0 | 1.4 | Compliant | |
| Max % Issuer (MV) | 5.0 | 1.4 | Compliant | |
| Max Maturity (Days) | 270 | 160 | Compliant | |
| Min Rating (A-1 by 1 or A- by 1) | 0.0 | 0.0 | Compliant | |
| **CORPORATE MEDIUM TERM NOTES** | | | | |
| Max % (MV) | 30.0 | 17.2 | Compliant | |
| Max % Issuer (MV) | 5.0 | 2.4 | Compliant | |
| Max Maturity (Years) | 5 | 1 | Compliant | |
| Min Rating (A- by 1) | 0.0 | 0.0 | Compliant | |

# STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of May 31, 2024

| Rules Name | Limit | Actual | Compliance Status | Notes |
|---|---|---|---|---|
| **FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)** | | | | |
| Max % (MV) | 20.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5 | 0.0 | Compliant | |
| **FEDERAL AGENCIES** | | | | |
| Max % (MV) | 100.0 | 57.7 | Compliant | |
| Max % Issuer (MV) | 30.0 | 43.7 | Not Compliant | Inherited Securities |
| Max Callables (MV) | 20.0 | 56.7 | Not Compliant | Agency Callables; Inherited Securities; Client Directive Approved Strategy Shift |
| Max Maturity (Years) | 5 | 2 | Compliant | |
| **LOCAL AGENCY INVESTMENT FUND (LAIF)** | | | | |
| Max Concentration (MV) | 75.0 | 0.0 | Compliant | |
| **MONEY MARKET MUTUAL FUNDS** | | | | |
| Max % (MV) | 20.0 | 0.5 | Compliant | |
| Max % Issuer (MV) | 20.0 | 0.5 | Compliant | |
| Min Rating (AAA by 2) | 0.0 | 0.0 | Compliant | |
| **MORTGAGE-BACKED SECURITIES (NON-AGENCY)** | | | | |
| Max % (MV) | 20.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5.0 | 0.0 | Compliant | |
| Min Rating (AA- by 1) | 0.0 | 0.0 | Compliant | |
| **MUNICIPAL SECURITIES (CA, LOCAL AGENCY)** | | | | |
| Max % (MV) | 30.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5 | 0.0 | Compliant | |
| Min Rating (A- by 1) | 0.0 | 0.0 | Compliant | |
| **MUNICIPAL SECURITIES (CA, OTHER STATES)** | | | | |
| Max % (MV) | 30.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5 | 0.0 | Compliant | |
| Min Rating (A- by 1) | 0.0 | 0.0 | Compliant | |
| **MUTUAL FUNDS** | | | | |
| Max % (MV) | 20.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 10.0 | 0.0 | Compliant | |

# STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of May 31, 2024

| Rules Name | Limit | Actual | Compliance Status | Notes |
|---|---|---|---|---|
| Min Rating (AAA by 2) | 0.0 | 0.0 | Compliant | |
| **NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)** | | | | |
| Max % (MV) | 30.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5 | 0.0 | Compliant | |
| Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit) | 0.0 | 0.0 | Compliant | |
| **REPURCHASE AGREEMENTS** | | | | |
| Max Maturity (Years) | 1.0 | 0.0 | Compliant | |
| **SUPRANATIONAL OBLIGATIONS** | | | | |
| Max % (MV) | 30.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 10.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5 | 0.0 | Compliant | |
| Min Rating (AA- by 1) | 0.0 | 0.0 | Compliant | |
| **U.S. TREASURIES** | | | | |
| Max % (MV) | 100.0 | 20.6 | Compliant | |
| Max Maturity (Years) | 5 | 1 | Compliant | |

# RECONCILIATION SUMMARY

City of Banning | Account #11089 | As of May 31, 2024

## Maturities / Calls

| | |
|---|---|
| **Month to Date** | **(600,000.00)** |
| **Fiscal Year to Date** | **(7,470,000.00)** |

## Principal Paydowns

| | |
|---|---|
| **Month to Date** | **0.00** |
| **Fiscal Year to Date** | **0.00** |

## Purchases

| | |
|---|---|
| **Month to Date** | **1,754,298.32** |
| **Fiscal Year to Date** | **21,981,984.92** |

## Sales

| | |
|---|---|
| **Month to Date** | **(3,403,443.56)** |
| **Fiscal Year to Date** | **(14,026,790.20)** |

## Interest Received

| | |
|---|---|
| **Month to Date** | **5,408.42** |
| **Fiscal Year to Date** | **484,025.74** |

## Purchased / Sold Interest

| | |
|---|---|
| **Month to Date** | **(2,113.40)** |
| **Fiscal Year to Date** | **1,168.98** |

## Accrual Activity Summary

| | Month to Date | Fiscal Year to Date (07/01/2023) |
|---|---|---|
| Beginning Book Value | 20,829,494.11 | 20,208,870.85 |
| Maturities/Calls | (600,000.00) | (7,470,000.00) |
| Principal Paydowns | 0.00 | 0.00 |
| Purchases | 1,754,298.32 | 21,981,984.92 |
| Sales | (3,403,443.56) | (14,026,790.20) |
| Change in Cash, Payables, Receivables | 2,252,131.02 | (3,382.62) |
| Amortization/Accretion | 24,667.73 | 150,591.28 |
| Realized Gain (Loss) | 0.00 | 15,873.39 |
| Ending Book Value | 20,857,147.62 | 20,857,147.62 |

## Fair Market Activity Summary

| | Month to Date | Fiscal Year to Date (07/01/2023) |
|---|---|---|
| Beginning Market Value | 20,369,129.58 | 19,484,866.79 |
| Maturities/Calls | (600,000.00) | (7,470,000.00) |
| Principal Paydowns | 0.00 | 0.00 |
| Purchases | 1,754,298.32 | 21,981,984.92 |
| Sales | (3,403,443.56) | (14,026,790.20) |
| Change in Cash, Payables, Receivables | 2,252,131.02 | (3,382.62) |
| Amortization/Accretion | 24,667.73 | 150,591.28 |
| Change in Net Unrealized Gain (Loss) | 42,666.27 | 306,305.79 |
| Realized Gain (Loss) | 0.00 | 15,873.39 |
| Ending Market Value | 20,439,449.36 | 20,439,449.36 |

# HOLDINGS REPORT

City of Banning | Account #11089 | As of May 31, 2024

| Cusip | Security Description | Par Value/ Units | Purchase Date Purchase Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody's/ S&P Fitch | Maturity Duration |
|---|---|---|---|---|---|---|---|---|---|
| **ABS** | | | | | | | | | |
| 379929AD4 | GMALT 2023-3 A3 5.38 11/20/2026 | 45,000.00 | 08/08/2023 5.36% | 44,994.60 44,995.93 | 99.89 5.52% | 44,949.31 73.98 | 0.22% (46.62) | NA/AAA AAA | 2.47 1.18 |
| 05592XAD2 | BMWOT 2023-A A3 5.47 02/25/2028 | 40,000.00 | 07/12/2023 5.47% | 39,992.91 39,994.25 | 100.07 5.47% | 40,027.52 36.47 | 0.20% 33.27 | NA/AAA AAA | 3.74 1.40 |
| 47787CAC7 | JDOT 2023-C A3 5.48 05/15/2028 | 195,000.00 | 09/12/2023 5.40% | 194,986.60 194,988.62 | 100.15 5.43% | 195,302.15 474.93 | 0.96% 313.54 | Aaa/NA AAA | 3.96 1.47 |
| 36267KAD9 | GMCAR 2023-3 A3 5.45 06/16/2028 | 45,000.00 | 07/11/2023 5.66% | 44,998.26 44,998.57 | 100.20 5.37% | 45,088.35 102.19 | 0.22% 89.78 | Aaa/AAA NA | 4.04 1.52 |
| 02582JKD1 | AMXCA 2023-3 A 5.23 09/15/2028 | 215,000.00 | 09/12/2023 5.29% | 214,990.39 214,991.74 | 100.08 5.24% | 215,179.98 499.76 | 1.05% 188.24 | NA/AAA AAA | 4.29 2.10 |
| **Total ABS** | | **540,000.00** | **5.38%** | **539,962.76 539,969.11** | **100.10 5.36%** | **540,547.31 1,187.32** | **2.64% 578.20** | **Aaa/AAA AAA** | **3.96 1.70** |
| **AGENCY** | | | | | | | | | |
| 313384A58 | FEDERAL HOME LOAN BANKS 08/02/2024 | 200,000.00 | 01/22/2024 5.10% | 194,698.67 198,288.11 | 99.08 5.38% | 198,166.00 0.00 | 0.97% (122.11) | P-1/A-1+ F1+ | 0.17 0.17 |
| 3130ARFY2 | FEDERAL HOME LOAN BANKS 3.0 04/14/2025 | 3,000,000.00 | 04/14/2022 3.00% | 3,000,000.00 3,000,000.00 | 98.13 5.22% | 2,943,890.88 11,750.00 | 14.40% (56,109.12) | Aaa/AA+ AA+ | 0.87 0.84 |
| 3130ARGD7 | FEDERAL HOME LOAN BANKS 4.0 04/14/2025 | 3,000,000.00 | 04/14/2022 3.00% | 3,000,000.00 3,000,000.00 | 98.78 5.45% | 2,963,442.93 15,666.67 | 14.50% (36,557.07) | Aaa/AA+ AA+ | 0.87 0.84 |
| 3134GW6Z4 | FEDERAL HOME LOAN MORTGAGE CORP 0.48 05/29/2025 | 3,000,000.00 | 10/30/2020 0.48% | 3,000,000.00 3,000,000.00 | 95.36 5.33% | 2,860,829.76 1,280.00 | 14.00% (139,170.24) | Aaa/AA+ AA+ | 0.99 0.97 |
| 3130ARF55 | FEDERAL HOME LOAN BANKS 2.6 03/30/2027 | 3,000,000.00 | 03/30/2022 2.60% | 3,000,000.00 3,000,000.00 | 94.23 4.80% | 2,826,857.76 13,216.67 | 13.83% (173,142.24) | Aaa/AA+ AA+ | 2.83 2.67 |
| **Total Agency** | | **12,200,000.00** | **2.33%** | **12,194,698.67 12,198,288.11** | **96.70 5.21%** | **11,793,187.33 41,913.33** | **57.70% (405,100.78)** | **Aaa/AA+ AA+** | **1.36 1.30** |
| **CASH** | | | | | | | | | |
| CCYUSD | Receivable | 1,558.18 | -- 0.00% | 1,558.18 1,558.18 | 1.00 0.00% | 1,558.18 0.00 | 0.01% 0.00 | Aaa/AAA AAA | 0.00 0.00 |
| **Total Cash** | | **1,558.18** | **0.00%** | **1,558.18 1,558.18** | **1.00 0.00%** | **1,558.18 0.00** | **0.01% 0.00** | **Aaa/AAA AAA** | **0.00 0.00** |

| Cusip | Security Description | Par Value/ Units | Purchase Date Purchase Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody's/ S&P Fitch | Maturity Duration |
|---|---|---|---|---|---|---|---|---|---|
| **COMMERCIAL PAPER** | | | | | | | | | |
| 62479LL78 | MUFG Bank, Ltd., New York Branch 11/07/2024 | 300,000.00 | 05/07/2024<br>5.50% | 291,796.67<br>292,911.25 | 97.63<br>5.46% | 292,890.00<br>0.00 | 1.43%<br>(21.25) | P-1/A-1<br>NA | 0.44<br>0.43 |
| **Total Commercial Paper** | | **300,000.00** | **05/07/2024<br>5.50%** | **291,796.67<br>292,911.25** | **97.63<br>5.46%** | **292,890.00<br>0.00** | **1.43%<br>(21.25)** | **P-1/A-1<br>NA** | **0.44<br>0.43** |
| **CORPORATE** | | | | | | | | | |
| 89115A2J0 | TORONTO-DOMINION BANK 4.285 09/13/2024 | 250,000.00 | 04/22/2024<br>5.59% | 248,742.50<br>249,079.01 | 99.61<br>5.64% | 249,019.95<br>2,321.04 | 1.22%<br>(59.07) | A1/A<br>AA- | 0.29<br>0.28 |
| 78015K7C2 | ROYAL BANK OF CANADA 2.25 11/01/2024 | 260,000.00 | 04/30/2024<br>5.63% | 255,754.20<br>256,450.23 | 98.64<br>5.58% | 256,466.80<br>487.50 | 1.25%<br>16.57 | A1/A<br>AA- | 0.42<br>0.41 |
| 857477AN3 | STATE STREET CORP 3.3 12/16/2024 | 250,000.00 | 06/08/2023<br>5.30% | 242,822.50<br>247,430.12 | 98.84<br>5.50% | 247,102.54<br>3,781.25 | 1.21%<br>(327.58) | A1/A<br>AA- | 0.54<br>0.52 |
| 06368FAE9 | BANK OF MONTREAL 1.5 01/10/2025 | 260,000.00 | 04/30/2024<br>5.62% | 252,847.40<br>253,695.53 | 97.58<br>5.59% | 253,719.74<br>1,527.50 | 1.24%<br>24.20 | A2/A-<br>AA- | 0.61<br>0.59 |
| 02665WEA5 | AMERICAN HONDA FINANCE CORP 1.5 01/13/2025 | 260,000.00 | 04/30/2024<br>5.58% | 252,844.80<br>253,683.30 | 97.56<br>5.57% | 253,663.50<br>1,495.00 | 1.24%<br>(19.80) | A3/A-<br>A | 0.62<br>0.60 |
| 63743HFC1 | NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 1.875 02/07/2025 | 260,000.00 | 05/07/2024<br>5.53% | 253,151.60<br>253,726.47 | 97.60<br>5.50% | 253,749.04<br>1,543.75 | 1.24%<br>22.57 | A2/A-<br>A | 0.69<br>0.66 |
| 06406HDA4 | BANK OF NEW YORK MELLON CORP 3.0 02/24/2025 | 260,000.00 | 04/30/2024<br>5.47% | 254,958.60<br>255,466.12 | 98.23<br>5.50% | 255,400.31<br>2,101.67 | 1.25%<br>(65.81) | A1/A<br>AA- | 0.74<br>0.70 |
| 00440EAS6 | CHUBB INA HOLDINGS LLC 3.15 03/15/2025 | 250,000.00 | 04/22/2024<br>5.44% | 245,082.50<br>245,657.47 | 98.21<br>5.49% | 245,525.17<br>1,662.50 | 1.20%<br>(132.30) | A3/A<br>A | 0.79<br>0.76 |
| 89236TGX7 | TOYOTA MOTOR CREDIT CORP 3.0 04/01/2025 | 260,000.00 | 04/30/2024<br>5.53% | 254,217.60<br>254,736.98 | 98.02<br>5.45% | 254,862.31<br>1,300.00 | 1.25%<br>125.34 | A1/A+<br>A+ | 0.84<br>0.80 |
| 023135CE4 | AMAZON.COM INC 3.0 04/13/2025 | 500,000.00 | 06/08/2023<br>4.67% | 485,440.00<br>493,143.13 | 98.08<br>5.29% | 490,391.77<br>2,000.00 | 2.40%<br>(2,751.36) | A1/AA<br>AA- | 0.87<br>0.84 |
| 756109AV6 | REALTY INCOME CORP 3.875 04/15/2025 | 260,000.00 | 05/14/2024<br>5.57% | 256,105.20<br>256,291.78 | 98.56<br>5.58% | 256,265.16<br>1,287.36 | 1.25%<br>(26.61) | A3/A-<br>WR | 0.87<br>0.84 |
| 30231GAT9 | EXXON MOBIL CORP 3.043 03/01/2026 | 500,000.00 | 06/08/2023<br>4.53% | 481,105.00<br>487,860.01 | 96.57<br>5.11% | 482,873.59<br>3,803.75 | 2.36%<br>(4,986.43) | Aa2/AA-<br>NA | 1.75<br>1.66 |
| **Total Corporate** | | **3,570,000.00** | **5.27%** | **3,483,071.90<br>3,507,220.15** | **98.02<br>5.45%** | **3,499,039.87<br>23,311.32** | **17.12%<br>(8,180.29)** | **A1/A<br>A+** | **0.83<br>0.79** |

# HOLDINGS REPORT

City of Banning | Account #11089 | As of May 31, 2024

| Cusip | Security Description | Par Value/ Units | Purchase Date Purchase Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody's/ S&P Fitch | Maturity Duration |
|---|---|---|---|---|---|---|---|---|---|
| **MONEY MARKET FUND** | | | | | | | | | |
| 31846V401 | FIRST AMER:GVT OBLG D | 102,851.84 | --<br>4.77% | 102,851.84<br>102,851.84 | 1.00<br>4.77% | 102,851.84<br>0.00 | 0.50%<br>0.00 | Aaa/<br>AAAm<br>AAA | 0.00<br>0.00 |
| **Total Money Market Fund** | | **102,851.84** | **4.77%** | **102,851.84**<br>**102,851.84** | **1.00**<br>**4.77%** | **102,851.84**<br>**0.00** | **0.50%**<br>**0.00** | **Aaa/**<br>**AAAm**<br>**AAA** | **0.00**<br>**0.00** |
| **US TREASURY** | | | | | | | | | |
| 912797HT7 | UNITED STATES TREASURY<br>06/06/2024 | 200,000.00 | 01/22/2024<br>5.31% | 196,160.00<br>199,857.78 | 99.96<br>2.67% | 199,912.55<br>0.00 | 0.98%<br>54.77 | P-1/A-1+<br>F1+ | 0.02<br>0.02 |
| 912797KE6 | UNITED STATES TREASURY<br>06/11/2024 | 200,000.00 | 02/13/2024<br>5.40% | 196,579.64<br>199,710.14 | 99.88<br>3.90% | 199,765.80<br>0.00 | 0.98%<br>55.66 | P-1/A-1+<br>F1+ | 0.03<br>0.03 |
| 912828XX3 | UNITED STATES TREASURY 2.0<br>06/30/2024 | 180,000.00 | 11/13/2023<br>5.47% | 176,196.09<br>179,518.28 | 99.75<br>5.02% | 179,547.32<br>1,513.19 | 0.88%<br>29.04 | Aaa/AA+<br>AA+ | 0.08<br>0.08 |
| 912796Y52 | UNITED STATES TREASURY<br>07/05/2024 | 350,000.00 | 02/22/2024<br>5.33% | 343,353.70<br>348,300.95 | 99.53<br>4.93% | 348,359.08<br>0.00 | 1.70%<br>58.14 | P-1/A-1+<br>F1+ | 0.10<br>0.10 |
| 912797GB7 | UNITED STATES TREASURY<br>07/11/2024 | 200,000.00 | 12/04/2023<br>5.13% | 194,020.08<br>198,907.78 | 99.44<br>4.99% | 198,887.44<br>0.00 | 0.97%<br>(20.33) | P-1/A-1+<br>F1+ | 0.11<br>0.11 |
| 912797JU2 | UNITED STATES TREASURY<br>08/01/2024 | 285,000.00 | 03/18/2024<br>5.32% | 279,517.31<br>282,522.64 | 99.14<br>5.13% | 282,545.48<br>0.00 | 1.38%<br>22.84 | P-1/A-1+<br>F1+ | 0.17<br>0.17 |
| 912797GK7 | UNITED STATES TREASURY<br>08/08/2024 | 250,000.00 | 05/07/2024<br>5.39% | 246,655.42<br>247,527.92 | 99.04<br>5.15% | 247,596.04<br>0.00 | 1.21%<br>68.12 | P-1/A-1+<br>F1+ | 0.19<br>0.19 |
| 912797GL5 | UNITED STATES TREASURY<br>09/05/2024 | 300,000.00 | 03/11/2024<br>5.32% | 292,473.81<br>295,918.00 | 98.64<br>5.21% | 295,911.00<br>0.00 | 1.45%<br>(7.00) | P-1/A-1+<br>F1+ | 0.27<br>0.26 |
| 912797KL0 | UNITED STATES TREASURY<br>09/19/2024 | 400,000.00 | 04/16/2024<br>5.36% | 391,091.80<br>393,678.05 | 98.43<br>5.25% | 393,717.30<br>0.00 | 1.93%<br>39.25 | P-1/A-1+<br>F1+ | 0.30<br>0.30 |
| 912797KT3 | UNITED STATES TREASURY<br>10/10/2024 | 300,000.00 | 05/23/2024<br>5.38% | 293,981.01<br>294,327.43 | 98.13<br>5.26% | 294,396.56<br>0.00 | 1.44%<br>69.13 | P-1/A-1+<br>F1+ | 0.36<br>0.35 |
| 912797KU0 | UNITED STATES TREASURY<br>10/17/2024 | 500,000.00 | --<br>5.38% | 487,730.19<br>490,074.54 | 98.03<br>5.27% | 490,162.04<br>0.00 | 2.40%<br>87.49 | P-1/A-1+<br>F1+ | 0.38<br>0.37 |
| 91282CDH1 | UNITED STATES TREASURY 0.75<br>11/15/2024 | 300,000.00 | 04/30/2024<br>5.40% | 292,699.22<br>293,842.27 | 97.98<br>5.27% | 293,950.19<br>103.94 | 1.44%<br>107.92 | Aaa/AA+<br>AA+ | 0.46<br>0.45 |
| 91282CDN8 | UNITED STATES TREASURY 1.0<br>12/15/2024 | 300,000.00 | 04/30/2024<br>5.34% | 292,125.00<br>293,195.72 | 97.76<br>5.26% | 293,276.37<br>1,385.25 | 1.43%<br>80.64 | Aaa/AA+<br>AA+ | 0.54<br>0.52 |

# HOLDINGS REPORT

City of Banning | Account #11089 | As of May 31, 2024

| Cusip | Security Description | Par Value/ Units | Purchase Date Purchase Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody's/ S&P Fitch | Maturity Duration |
|---|---|---|---|---|---|---|---|---|---|
| 91282CGE5 | UNITED STATES TREASURY 3.875 01/15/2026 | 500,000.00 | 06/08/2023<br>4.27% | 495,136.72<br>496,967.48 | 98.27<br>4.99% | 491,347.66<br>7,345.47 | 2.40%<br>(5,619.82) | Aaa/AA+<br>AA+ | 1.63<br>1.53 |
| **Total US Treasury** | | **4,265,000.00** | **5.22%** | **4,177,719.99**<br>**4,214,348.97** | **98.70**<br>**4.97%** | **4,209,374.83**<br>**10,347.84** | **20.59%**<br>**(4,974.15)** | **Aaa/AAA**<br>**AAA** | **0.42**<br>**0.40** |
| **Total Portfolio** | | **20,979,410.02** | **3.57%** | **20,791,660.01**<br>**20,857,147.62** | **96.95**<br>**5.21%** | **20,439,449.36**<br>**76,759.81** | **100.00%**<br>**(417,698.27)** | **Aa2/AA**<br>**AA** | **1.12**<br>**1.02** |
| **Total Market Value + Accrued** | | | | | | **20,516,209.17** | | | |

# TRANSACTION LEDGER

City of Banning | Account #11089 | As of May 31, 2024

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/ Sold | Total Amount | Gain/Loss |
|---|---|---|---|---|---|---|---|---|---|---|
| **ACQUISITIONS** | | | | | | | | | | |
| Purchase | 05/01/2024 | 31846V401 | 1,867.42 | FIRST AMER:GVT OBLG D | 1.000 | 4.78% | (1,867.42) | 0.00 | (1,867.42) | 0.00 |
| Purchase | 05/07/2024 | 62479LL78 | 300,000.00 | MUFG Bank, Ltd., New York Branch 11/07/2024 | 97.266 | 5.50% | (291,796.67) | 0.00 | (291,796.67) | 0.00 |
| Purchase | 05/08/2024 | 912797GK7 | 250,000.00 | UNITED STATES TREASURY 08/08/2024 | 98.662 | 5.39% | (246,655.42) | 0.00 | (246,655.42) | 0.00 |
| Purchase | 05/09/2024 | 63743HFC1 | 260,000.00 | NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 1.875 02/07/2025 | 97.366 | 5.53% | (253,151.60) | (1,245.83) | (254,397.43) | 0.00 |
| Purchase | 05/15/2024 | 31846V401 | 1,827.54 | FIRST AMER:GVT OBLG D | 1.000 | 4.77% | (1,827.54) | 0.00 | (1,827.54) | 0.00 |
| Purchase | 05/15/2024 | 31846V401 | 1,125.00 | FIRST AMER:GVT OBLG D | 1.000 | 4.77% | (1,125.00) | 0.00 | (1,125.00) | 0.00 |
| Purchase | 05/16/2024 | 31846V401 | 200,000.00 | FIRST AMER:GVT OBLG D | 1.000 | 4.77% | (200,000.00) | 0.00 | (200,000.00) | 0.00 |
| Purchase | 05/16/2024 | 31846V401 | 204.38 | FIRST AMER:GVT OBLG D | 1.000 | 4.77% | (204.38) | 0.00 | (204.38) | 0.00 |
| Purchase | 05/16/2024 | 756109AV6 | 260,000.00 | REALTY INCOME CORP 3.875 04/15/2025 | 98.502 | 5.57% | (256,105.20) | (867.57) | (256,972.77) | 0.00 |
| Purchase | 05/20/2024 | 31846V401 | 201.75 | FIRST AMER:GVT OBLG D | 1.000 | 4.76% | (201.75) | 0.00 | (201.75) | 0.00 |
| Purchase | 05/21/2024 | 31846V401 | 200,000.00 | FIRST AMER:GVT OBLG D | 1.000 | 4.76% | (200,000.00) | 0.00 | (200,000.00) | 0.00 |
| Purchase | 05/24/2024 | 912797KT3 | 300,000.00 | UNITED STATES TREASURY 10/10/2024 | 97.994 | 5.38% | (293,981.01) | 0.00 | (293,981.01) | 0.00 |
| Purchase | 05/28/2024 | 31846V401 | 182.33 | FIRST AMER:GVT OBLG D | 1.000 | 4.77% | (182.33) | 0.00 | (182.33) | 0.00 |
| Purchase | 05/29/2024 | 31846V401 | 7,200.00 | FIRST AMER:GVT OBLG D | 1.000 | 4.78% | (7,200.00) | 0.00 | (7,200.00) | 0.00 |
| **Total Purchase** | | | **1,782,608.42** | | | | **(1,754,298.32)** | **(2,113.40)** | **(1,756,411.72)** | **0.00** |
| **TOTAL ACQUISITIONS** | | | **1,782,608.42** | | | | **(1,754,298.32)** | **(2,113.40)** | **(1,756,411.72)** | **0.00** |
| **DISPOSITIONS** | | | | | | | | | | |
| Maturity | 05/09/2024 | 912797HQ3 | (200,000.00) | UNITED STATES TREASURY 05/09/2024 | 100.000 | 0.00% | 200,000.00 | 0.00 | 200,000.00 | 0.00 |
| Maturity | 05/16/2024 | 912797FH5 | (200,000.00) | UNITED STATES TREASURY 05/16/2024 | 100.000 | 0.00% | 200,000.00 | 0.00 | 200,000.00 | 0.00 |
| Maturity | 05/21/2024 | 912797JX6 | (200,000.00) | UNITED STATES TREASURY 05/21/2024 | 100.000 | 0.00% | 200,000.00 | 0.00 | 200,000.00 | 0.00 |

# TRANSACTION LEDGER

City of Banning | Account #11089 | As of May 31, 2024

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/ Sold | Total Amount | Gain/Loss |
|---|---|---|---|---|---|---|---|---|---|---|
| **Total Maturity** | | | **(600,000.00)** | | | | **600,000.00** | **0.00** | **600,000.00** | **0.00** |
| Sale | 05/01/2024 | 31846V401 | (977,262.25) | FIRST AMER:GVT OBLG D | 1.000 | 4.78% | 977,262.25 | 0.00 | 977,262.25 | 0.00 |
| Sale | 05/02/2024 | 31846V401 | (1,275,178.01) | FIRST AMER:GVT OBLG D | 1.000 | 4.76% | 1,275,178.01 | 0.00 | 1,275,178.01 | 0.00 |
| Sale | 05/07/2024 | 31846V401 | (291,796.67) | FIRST AMER:GVT OBLG D | 1.000 | 4.76% | 291,796.67 | 0.00 | 291,796.67 | 0.00 |
| Sale | 05/08/2024 | 31846V401 | (246,655.42) | FIRST AMER:GVT OBLG D | 1.000 | 4.76% | 246,655.42 | 0.00 | 246,655.42 | 0.00 |
| Sale | 05/09/2024 | 31846V401 | (54,397.43) | FIRST AMER:GVT OBLG D | 1.000 | 4.76% | 54,397.43 | 0.00 | 54,397.43 | 0.00 |
| Sale | 05/16/2024 | 31846V401 | (256,972.77) | FIRST AMER:GVT OBLG D | 1.000 | 4.77% | 256,972.77 | 0.00 | 256,972.77 | 0.00 |
| Sale | 05/24/2024 | 31846V401 | (293,981.01) | FIRST AMER:GVT OBLG D | 1.000 | 4.98% | 293,981.01 | 0.00 | 293,981.01 | 0.00 |
| Sale | 05/29/2024 | 31846V401 | (7,200.00) | FIRST AMER:GVT OBLG D | 1.000 | 4.78% | 7,200.00 | 0.00 | 7,200.00 | 0.00 |
| **Total Sale** | | | **(3,403,443.56)** | | | | **3,403,443.56** | **0.00** | **3,403,443.56** | **0.00** |
| **TOTAL DISPOSITIONS** | | | **(4,003,443.56)** | | | | **4,003,443.56** | **0.00** | **4,003,443.56** | **0.00** |
| **OTHER** | | | | | | | | | | |
| Coupon | 05/15/2024 | 91282CDH1 | 0.00 | UNITED STATES TREASURY 0.75 11/15/2024 | | 5.40% | 1,125.00 | 0.00 | 1,125.00 | 0.00 |
| Coupon | 05/15/2024 | 47787CAC7 | 0.00 | JDOT 2023-C A3 5.48 05/15/2028 | | 5.55% | 890.50 | 0.00 | 890.50 | 0.00 |
| Coupon | 05/15/2024 | 02582JKD1 | 0.00 | AMXCA 2023-3 A 5.23 09/15/2028 | | 5.29% | 937.04 | 0.00 | 937.04 | 0.00 |
| Coupon | 05/16/2024 | 36267KAD9 | 0.00 | GMCAR 2023-3 A3 5.45 06/16/2028 | | 5.51% | 204.38 | 0.00 | 204.38 | 0.00 |
| Coupon | 05/20/2024 | 379929AD4 | 0.00 | GMALT 2023-3 A3 5.38 11/20/2026 | | 5.45% | 201.75 | 0.00 | 201.75 | 0.00 |
| Coupon | 05/25/2024 | 05592XAD2 | 0.00 | BMWOT 2023-A A3 5.47 02/25/2028 | | 5.54% | 182.33 | 0.00 | 182.33 | 0.00 |
| **Total Coupon** | | | **0.00** | | | | **3,541.00** | **0.00** | **3,541.00** | **0.00** |
| Dividend | 05/31/2024 | 31846V401 | 0.00 | FIRST AMER:GVT OBLG D | | 4.96% | 1,558.18 | 0.00 | 1,558.18 | 0.00 |
| **Total Dividend** | | | **0.00** | | | | **1,558.18** | **0.00** | **1,558.18** | **0.00** |
| **TOTAL OTHER TRANSACTIONS** | | | **0.00** | | | | **5,099.18** | **0.00** | **5,099.18** | **0.00** |

# INCOME EARNED

City of Banning | Account #11089 | As of May 31, 2024

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| **CASH & EQUIVALENTS** | | | | | | |
| 31846V401 | FIRST AMER:GVT OBLG D | 102,851.84 | 3,093,686.98<br>412,608.42<br>(3,403,443.56)<br>102,851.84 | 0.00<br>1,867.42<br>0.00<br>1,867.42 | 0.00<br>0.00<br>0.00<br>1,867.42 | 1,867.42 |
| CCYUSD | Receivable | 1,558.18 | 1,867.42<br>0.00<br>0.00<br>1,558.18 | 0.00<br>0.00<br>0.00<br>0.00 | 0.00<br>0.00<br>0.00<br>0.00 | 0.00 |
| **Total Cash & Equivalents** | | **104,410.02** | **3,095,554.40**<br>**412,608.42**<br>**(3,403,443.56)**<br>**104,410.02** | **0.00**<br>**1,867.42**<br>**0.00**<br>**1,867.42** | **0.00**<br>**0.00**<br>**0.00**<br>**1,867.42** | **1,867.42** |
| **FIXED INCOME** | | | | | | |
| 00440EAS6 | CHUBB INA HOLDINGS LLC<br>3.15 03/15/2025 | 04/22/2024<br>04/24/2024<br>250,000.00 | 245,188.42<br>0.00<br>0.00<br>245,657.47 | 1,006.25<br>0.00<br>1,662.50<br>656.25 | 469.05<br>0.00<br>469.05<br>1,125.30 | 1,125.30 |
| 023135CE4 | AMAZON.COM INC 3.0<br>04/13/2025 | 06/08/2023<br>06/12/2023<br>500,000.00 | 492,470.46<br>0.00<br>0.00<br>493,143.13 | 750.00<br>0.00<br>2,000.00<br>1,250.00 | 672.67<br>0.00<br>672.67<br>1,922.67 | 1,922.67 |
| 02582JKD1 | AMXCA 2023-3 A 5.23<br>09/15/2028 | 09/12/2023<br>09/19/2023<br>215,000.00 | 214,991.58<br>0.00<br>0.00<br>214,991.74 | 499.76<br>937.04<br>499.76<br>937.04 | 0.16<br>0.00<br>0.16<br>937.20 | 937.20 |
| 02665WEA5 | AMERICAN HONDA FINANCE<br>CORP 1.5 01/13/2025 | 04/30/2024<br>05/02/2024<br>260,000.00 | 252,844.80<br>0.00<br>0.00<br>253,683.30 | 1,180.83<br>0.00<br>1,495.00<br>314.17 | 838.50<br>0.00<br>838.50<br>1,152.67 | 1,152.67 |
| 05592XAD2 | BMWOT 2023-A A3 5.47<br>02/25/2028 | 07/12/2023<br>07/18/2023<br>40,000.00 | 39,994.12<br>0.00<br>0.00<br>39,994.25 | 36.47<br>182.33<br>36.47<br>182.33 | 0.13<br>0.00<br>0.13<br>182.46 | 182.46 |

# INCOME EARNED

City of Banning | Account #11089 | As of May 31, 2024

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| 06368FAE9 | BANK OF MONTREAL 1.5<br>01/10/2025 | 04/30/2024<br>05/02/2024<br>260,000.00 | 252,847.40<br>0.00<br>0.00<br>253,695.53 | 1,213.33<br>0.00<br>1,527.50<br>314.17 | 848.13<br>0.00<br>848.13<br>1,162.30 | 1,162.30 |
| 06406HDA4 | BANK OF NEW YORK MELLON<br>CORP 3.0 02/24/2025 | 04/30/2024<br>05/02/2024<br>260,000.00 | 254,958.60<br>0.00<br>0.00<br>255,466.12 | 1,473.33<br>0.00<br>2,101.67<br>628.33 | 507.52<br>0.00<br>507.52<br>1,135.86 | 1,135.86 |
| 30231GAT9 | EXXON MOBIL CORP 3.043<br>03/01/2026 | 06/08/2023<br>06/12/2023<br>500,000.00 | 487,270.14<br>0.00<br>0.00<br>487,860.01 | 2,535.83<br>0.00<br>3,803.75<br>1,267.92 | 589.87<br>0.00<br>589.87<br>1,857.79 | 1,857.79 |
| 3130ARF55 | FEDERAL HOME LOAN BANKS<br>2.6 03/30/2027 | 03/30/2022<br>03/30/2022<br>3,000,000.00 | 3,000,000.00<br>0.00<br>0.00<br>3,000,000.00 | 6,716.67<br>0.00<br>13,216.67<br>6,500.00 | 0.00<br>0.00<br>0.00<br>6,500.00 | 6,500.00 |
| 3130ARFY2 | FEDERAL HOME LOAN BANKS<br>3.0 04/14/2025 | 04/14/2022<br>04/14/2022<br>3,000,000.00 | 3,000,000.00<br>0.00<br>0.00<br>3,000,000.00 | 4,250.00<br>0.00<br>11,750.00<br>7,500.00 | 0.00<br>0.00<br>0.00<br>7,500.00 | 7,500.00 |
| 3130ARGD7 | FEDERAL HOME LOAN BANKS<br>4.0 04/14/2025 | 04/14/2022<br>04/14/2022<br>3,000,000.00 | 3,000,000.00<br>0.00<br>0.00<br>3,000,000.00 | 5,666.67<br>0.00<br>15,666.67<br>10,000.00 | 0.00<br>0.00<br>0.00<br>10,000.00 | 10,000.00 |
| 313384A58 | FEDERAL HOME LOAN BANKS<br>08/02/2024 | 01/22/2024<br>01/23/2024<br>200,000.00 | 197,432.17<br>0.00<br>0.00<br>198,288.11 | 0.00<br>0.00<br>0.00<br>0.00 | 855.94<br>0.00<br>855.94<br>855.94 | 855.94 |
| 3134GW6Z4 | FEDERAL HOME LOAN<br>MORTGAGE CORP 0.48<br>05/29/2025 | 10/30/2020<br>10/30/2020<br>3,000,000.00 | 3,000,000.00<br>0.00<br>0.00<br>3,000,000.00 | 80.00<br>0.00<br>1,280.00<br>1,200.00 | 0.00<br>0.00<br>0.00<br>1,200.00 | 1,200.00 |
| 36267KAD9 | GMCAR 2023-3 A3 5.45<br>06/16/2028 | 07/11/2023<br>07/19/2023<br>45,000.00 | 44,998.54<br>0.00<br>0.00<br>44,998.57 | 102.19<br>204.38<br>102.19<br>204.38 | 0.03<br>0.00<br>0.03<br>204.41 | 204.41 |

# INCOME EARNED

City of Banning | Account #11089 | As of May 31, 2024

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| 379929AD4 | GMALT 2023-3 A3 5.38<br>11/20/2026 | 08/08/2023<br>08/11/2023<br>45,000.00 | 44,995.79<br>0.00<br>0.00<br>44,995.93 | 73.98<br>201.75<br>73.98<br>201.75 | 0.14<br>0.00<br>0.14<br>201.89 | 201.89 |
| 47787CAC7 | JDOT 2023-C A3 5.48<br>05/15/2028 | 09/12/2023<br>09/19/2023<br>195,000.00 | 194,988.37<br>0.00<br>0.00<br>194,988.62 | 474.93<br>890.50<br>474.93<br>890.50 | 0.24<br>0.00<br>0.24<br>890.74 | 890.74 |
| 62479LL78 | MUFG Bank, Ltd., New York<br>Branch 11/07/2024 | 05/07/2024<br>05/07/2024<br>300,000.00 | 0.00<br>291,796.67<br>0.00<br>292,911.25 | 0.00<br>0.00<br>0.00<br>0.00 | 1,114.58<br>0.00<br>1,114.58<br>1,114.58 | 1,114.58 |
| 63743HFC1 | NATIONAL RURAL UTILITIES<br>COOPERATIVE FINANCE CORP<br>1.875 02/07/2025 | 05/07/2024<br>05/09/2024<br>260,000.00 | 0.00<br>253,151.60<br>0.00<br>253,726.47 | 0.00<br>(1,245.83)<br>1,543.75<br>297.92 | 574.87<br>0.00<br>574.87<br>872.79 | 872.79 |
| 756109AV6 | REALTY INCOME CORP 3.875<br>04/15/2025 | 05/14/2024<br>05/16/2024<br>260,000.00 | 0.00<br>256,105.20<br>0.00<br>256,291.78 | 0.00<br>(867.57)<br>1,287.36<br>419.79 | 186.58<br>0.00<br>186.58<br>606.37 | 606.37 |
| 78015K7C2 | ROYAL BANK OF CANADA<br>2.25 11/01/2024 | 04/30/2024<br>05/02/2024<br>260,000.00 | 255,754.20<br>0.00<br>0.00<br>256,450.23 | 16.25<br>0.00<br>487.50<br>471.25 | 696.03<br>0.00<br>696.03<br>1,167.28 | 1,167.28 |
| 857477AN3 | STATE STREET CORP 3.3<br>12/16/2024 | 06/08/2023<br>06/12/2023<br>250,000.00 | 247,027.76<br>0.00<br>0.00<br>247,430.12 | 3,093.75<br>0.00<br>3,781.25<br>687.50 | 402.36<br>0.00<br>402.36<br>1,089.86 | 1,089.86 |
| 89115A2J0 | TORONTO-DOMINION BANK<br>4.285 09/13/2024 | 04/22/2024<br>04/24/2024<br>250,000.00 | 248,804.49<br>0.00<br>0.00<br>249,079.01 | 1,428.33<br>0.00<br>2,321.04<br>892.71 | 274.52<br>0.00<br>274.52<br>1,167.23 | 1,167.23 |
| 89236TGX7 | TOYOTA MOTOR CREDIT<br>CORP 3.0 04/01/2025 | 04/30/2024<br>05/02/2024<br>260,000.00 | 254,217.60<br>0.00<br>0.00<br>254,736.98 | 671.67<br>0.00<br>1,300.00<br>628.33 | 519.38<br>0.00<br>519.38<br>1,147.71 | 1,147.71 |

# INCOME EARNED

City of Banning | Account #11089 | As of May 31, 2024

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| 912796Y52 | UNITED STATES TREASURY<br>07/05/2024 | 02/22/2024<br>02/23/2024<br>350,000.00 | 346,751.81<br>0.00<br>0.00<br>348,300.95 | 0.00<br>0.00<br>0.00<br>0.00 | 1,549.14<br>0.00<br>1,549.14<br>1,549.14 | 1,549.14 |
| 912797FH5 | UNITED STATES TREASURY<br>05/16/2024 | 02/13/2024<br>02/14/2024<br>0.00 | 199,563.85<br>0.00<br>(200,000.00)<br>0.00 | 0.00<br>0.00<br>0.00<br>0.00 | 436.15<br>0.00<br>436.15<br>436.15 | 436.15 |
| 912797GB7 | UNITED STATES TREASURY<br>07/11/2024 | 12/04/2023<br>12/05/2023<br>200,000.00 | 198,061.30<br>0.00<br>0.00<br>198,907.78 | 0.00<br>0.00<br>0.00<br>0.00 | 846.47<br>0.00<br>846.47<br>846.47 | 846.47 |
| 912797GK7 | UNITED STATES TREASURY<br>08/08/2024 | 05/07/2024<br>05/08/2024<br>250,000.00 | 0.00<br>246,655.42<br>0.00<br>247,527.92 | 0.00<br>0.00<br>0.00<br>0.00 | 872.50<br>0.00<br>872.50<br>872.50 | 872.50 |
| 912797GL5 | UNITED STATES TREASURY<br>09/05/2024 | 03/11/2024<br>03/12/2024<br>300,000.00 | 294,599.85<br>0.00<br>0.00<br>295,918.00 | 0.00<br>0.00<br>0.00<br>0.00 | 1,318.15<br>0.00<br>1,318.15<br>1,318.15 | 1,318.15 |
| 912797HQ3 | UNITED STATES TREASURY<br>05/09/2024 | 11/13/2023<br>11/14/2023<br>0.00 | 199,766.33<br>0.00<br>(200,000.00)<br>0.00 | 0.00<br>0.00<br>0.00<br>0.00 | 233.67<br>0.00<br>233.67<br>233.67 | 233.67 |
| 912797HT7 | UNITED STATES TREASURY<br>06/06/2024 | 01/22/2024<br>01/23/2024<br>200,000.00 | 198,976.00<br>0.00<br>0.00<br>199,857.78 | 0.00<br>0.00<br>0.00<br>0.00 | 881.78<br>0.00<br>881.78<br>881.78 | 881.78 |
| 912797JU2 | UNITED STATES TREASURY<br>08/01/2024 | 03/18/2024<br>03/19/2024<br>285,000.00 | 281,263.65<br>0.00<br>0.00<br>282,522.64 | 0.00<br>0.00<br>0.00<br>0.00 | 1,258.99<br>0.00<br>1,258.99<br>1,258.99 | 1,258.99 |
| 912797JX6 | UNITED STATES TREASURY<br>05/21/2024 | 01/22/2024<br>01/23/2024<br>0.00 | 199,423.33<br>0.00<br>(200,000.00)<br>0.00 | 0.00<br>0.00<br>0.00<br>0.00 | 576.67<br>0.00<br>576.67<br>576.67 | 576.67 |

# INCOME EARNED

City of Banning | Account #11089 | As of May 31, 2024

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| 912797KE6 | UNITED STATES TREASURY<br>06/11/2024 | 02/13/2024<br>02/14/2024<br>200,000.00 | 198,811.57<br>0.00<br>0.00<br>199,710.14 | 0.00<br>0.00<br>0.00<br>0.00 | 898.57<br>0.00<br>898.57<br>898.57 | 898.57 |
| 912797KL0 | UNITED STATES TREASURY<br>09/19/2024 | 04/16/2024<br>04/17/2024<br>400,000.00 | 391,896.41<br>0.00<br>0.00<br>393,678.05 | 0.00<br>0.00<br>0.00<br>0.00 | 1,781.64<br>0.00<br>1,781.64<br>1,781.64 | 1,781.64 |
| 912797KT3 | UNITED STATES TREASURY<br>10/10/2024 | 05/23/2024<br>05/24/2024<br>300,000.00 | 0.00<br>293,981.01<br>0.00<br>294,327.43 | 0.00<br>0.00<br>0.00<br>0.00 | 346.42<br>0.00<br>346.42<br>346.42 | 346.42 |
| 912797KU0 | UNITED STATES TREASURY<br>10/17/2024 | 500,000.00 | 487,844.91<br>0.00<br>0.00<br>490,074.54 | 0.00<br>0.00<br>0.00<br>0.00 | 2,229.63<br>0.00<br>2,229.63<br>2,229.63 | 2,229.63 |
| 912828XX3 | UNITED STATES TREASURY 2.0<br>06/30/2024 | 11/13/2023<br>11/14/2023<br>180,000.00 | 179,003.34<br>0.00<br>0.00<br>179,518.28 | 1,206.59<br>0.00<br>1,513.19<br>306.59 | 514.94<br>0.00<br>514.94<br>821.53 | 821.53 |
| 91282CDH1 | UNITED STATES TREASURY<br>0.75 11/15/2024 | 04/30/2024<br>05/01/2024<br>300,000.00 | 292,699.22<br>0.00<br>0.00<br>293,842.27 | 1,038.46<br>1,125.00<br>103.94<br>190.48 | 1,143.05<br>0.00<br>1,143.05<br>1,333.53 | 1,333.53 |
| 91282CDN8 | UNITED STATES TREASURY 1.0<br>12/15/2024 | 04/30/2024<br>05/01/2024<br>300,000.00 | 292,125.00<br>0.00<br>0.00<br>293,195.72 | 1,131.15<br>0.00<br>1,385.25<br>254.10 | 1,070.72<br>0.00<br>1,070.72<br>1,324.82 | 1,324.82 |
| 91282CGE5 | UNITED STATES TREASURY<br>3.875 01/15/2026 | 06/08/2023<br>06/09/2023<br>500,000.00 | 496,808.95<br>0.00<br>0.00<br>496,967.48 | 5,695.40<br>0.00<br>7,345.47<br>1,650.07 | 158.53<br>0.00<br>158.53<br>1,808.60 | 1,808.60 |
| **Total Fixed Income** | | **20,875,000.00** | **19,986,379.97**<br>**1,341,689.90**<br>**(600,000.00)**<br>**20,752,737.60** | **40,341.84**<br>**1,427.60**<br>**76,759.81**<br>**37,845.58** | **24,667.73**<br>**0.00**<br>**24,667.73**<br>**62,513.30** | **62,513.30** |

# INCOME EARNED

City of Banning | Account #11089 | As of May 31, 2024

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| | | | 23,081,934.37 | 40,341.84 | 24,667.73 | |
| | | | 1,754,298.32 | 3,295.02 | 0.00 | |
| | | | (4,003,443.56) | 76,759.81 | 24,667.73 | |
| **TOTAL PORTFOLIO** | | **20,979,410.02** | **20,857,147.62** | **39,713.00** | **64,380.72** | **64,380.72** |

# CASH FLOW REPORT

City of Banning | Account #11089 | As of May 31, 2024

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| **JUNE 2024** | | | | | | | |
| 06/03/2024 | Dividend | 31846V401 | 0.00 | | 1,558.18 | | 1,558.18 |
| 06/06/2024 | Final Maturity | 912797HT7 | 200,000.00 | UNITED STATES TREASURY 06/06/2024 | 200,000.00 | | 200,000.00 |
| 06/11/2024 | Final Maturity | 912797KE6 | 200,000.00 | UNITED STATES TREASURY 06/11/2024 | 200,000.00 | | 200,000.00 |
| 06/17/2024 | Coupon | 02582JKD1 | 215,000.00 | AMXCA 2023-3 A 5.23 09/15/2028 | | 937.04 | 937.04 |
| 06/17/2024 | Coupon | 36267KAD9 | 45,000.00 | GMCAR 2023-3 A3 5.45 06/16/2028 | | 204.38 | 204.38 |
| 06/17/2024 | Coupon | 47787CAC7 | 195,000.00 | JDOT 2023-C A3 5.48 05/15/2028 | | 890.50 | 890.50 |
| 06/17/2024 | Coupon | 857477AN3 | 250,000.00 | STATE STREET CORP 3.3 12/16/2024 | | 4,125.00 | 4,125.00 |
| 06/17/2024 | Coupon | 91282CDN8 | 300,000.00 | UNITED STATES TREASURY 1.0 12/15/2024 | | 1,500.00 | 1,500.00 |
| 06/20/2024 | Coupon | 379929AD4 | 45,000.00 | GMALT 2023-3 A3 5.38 11/20/2026 | | 201.75 | 201.75 |
| 06/25/2024 | Coupon | 05592XAD2 | 40,000.00 | BMWOT 2023-A A3 5.47 02/25/2028 | | 182.33 | 182.33 |
| **June 2024 Total** | | | | | **401,558.18** | **8,041.00** | **409,599.18** |
| **JULY 2024** | | | | | | | |
| 07/01/2024 | Coupon | 912828XX3 | 180,000.00 | UNITED STATES TREASURY 2.0 06/30/2024 | | 1,800.00 | 1,800.00 |
| 07/01/2024 | Final Maturity | 912828XX3 | 180,000.00 | UNITED STATES TREASURY 2.0 06/30/2024 | 180,000.00 | | 180,000.00 |
| 07/05/2024 | Final Maturity | 912796Y52 | 350,000.00 | UNITED STATES TREASURY 07/05/2024 | 350,000.00 | | 350,000.00 |
| 07/10/2024 | Coupon | 06368FAE9 | 260,000.00 | BANK OF MONTREAL 1.5 01/10/2025 | | 1,950.00 | 1,950.00 |
| 07/11/2024 | Final Maturity | 912797GB7 | 200,000.00 | UNITED STATES TREASURY 07/11/2024 | 200,000.00 | | 200,000.00 |
| 07/15/2024 | Coupon | 02582JKD1 | 215,000.00 | AMXCA 2023-3 A 5.23 09/15/2028 | | 937.04 | 937.04 |
| 07/15/2024 | Coupon | 02665WEA5 | 260,000.00 | AMERICAN HONDA FINANCE CORP 1.5 01/13/2025 | | 1,950.00 | 1,950.00 |
| 07/15/2024 | Coupon | 47787CAC7 | 195,000.00 | JDOT 2023-C A3 5.48 05/15/2028 | | 890.50 | 890.50 |
| 07/15/2024 | Coupon | 91282CGE5 | 500,000.00 | UNITED STATES TREASURY 3.875 01/15/2026 | | 9,687.50 | 9,687.50 |
| 07/16/2024 | Coupon | 36267KAD9 | 45,000.00 | GMCAR 2023-3 A3 5.45 06/16/2028 | | 204.38 | 204.38 |
| 07/22/2024 | Coupon | 379929AD4 | 45,000.00 | GMALT 2023-3 A3 5.38 11/20/2026 | | 201.75 | 201.75 |
| 07/25/2024 | Coupon | 05592XAD2 | 40,000.00 | BMWOT 2023-A A3 5.47 02/25/2028 | | 182.33 | 182.33 |
| **July 2024 Total** | | | | | **730,000.00** | **17,803.50** | **747,803.50** |
| **AUGUST 2024** | | | | | | | |
| 08/01/2024 | Final Maturity | 912797JU2 | 285,000.00 | UNITED STATES TREASURY 08/01/2024 | 285,000.00 | | 285,000.00 |
| 08/02/2024 | Final Maturity | 313384A58 | 200,000.00 | FEDERAL HOME LOAN BANKS 08/02/2024 | 200,000.00 | | 200,000.00 |
| 08/07/2024 | Coupon | 63743HFC1 | 260,000.00 | NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 1.875 02/07/2025 | | 2,437.50 | 2,437.50 |

# CASH FLOW REPORT

City of Banning | Account #11089 | As of May 31, 2024

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| 08/08/2024 | Final Maturity | 912797GK7 | 250,000.00 | UNITED STATES TREASURY 08/08/2024 | 250,000.00 | | 250,000.00 |
| 08/15/2024 | Coupon | 02582JKD1 | 215,000.00 | AMXCA 2023-3 A 5.23 09/15/2028 | | 937.04 | 937.04 |
| 08/15/2024 | Coupon | 47787CAC7 | 195,000.00 | JDOT 2023-C A3 5.48 05/15/2028 | | 890.50 | 890.50 |
| 08/16/2024 | Coupon | 36267KAD9 | 45,000.00 | GMCAR 2023-3 A3 5.45 06/16/2028 | | 204.38 | 204.38 |
| 08/20/2024 | Coupon | 379929AD4 | 45,000.00 | GMALT 2023-3 A3 5.38 11/20/2026 | | 201.75 | 201.75 |
| 08/26/2024 | Coupon | 05592XAD2 | 40,000.00 | BMWOT 2023-A A3 5.47 02/25/2028 | | 182.33 | 182.33 |
| 08/26/2024 | Coupon | 06406HDA4 | 260,000.00 | BANK OF NEW YORK MELLON CORP 3.0 02/24/2025 | | 3,900.00 | 3,900.00 |
| **August 2024 Total** | | | | | **735,000.00** | **8,753.50** | **743,753.50** |
| **SEPTEMBER 2024** | | | | | | | |
| 09/03/2024 | Coupon | 30231GAT9 | 500,000.00 | EXXON MOBIL CORP 3.043 03/01/2026 | | 7,607.50 | 7,607.50 |
| 09/05/2024 | Final Maturity | 912797GL5 | 300,000.00 | UNITED STATES TREASURY 09/05/2024 | 300,000.00 | | 300,000.00 |
| 09/13/2024 | Coupon | 89115A2J0 | 250,000.00 | TORONTO-DOMINION BANK 4.285 09/13/2024 | | 5,356.25 | 5,356.25 |
| 09/13/2024 | Final Maturity | 89115A2J0 | 250,000.00 | TORONTO-DOMINION BANK 4.285 09/13/2024 | 250,000.00 | | 250,000.00 |
| 09/16/2024 | Coupon | 00440EAS6 | 250,000.00 | CHUBB INA HOLDINGS LLC 3.15 03/15/2025 | | 3,937.50 | 3,937.50 |
| 09/16/2024 | Coupon | 02582JKD1 | 215,000.00 | AMXCA 2023-3 A 5.23 09/15/2028 | | 937.04 | 937.04 |
| 09/16/2024 | Coupon | 36267KAD9 | 45,000.00 | GMCAR 2023-3 A3 5.45 06/16/2028 | | 204.38 | 204.38 |
| 09/16/2024 | Coupon | 47787CAC7 | 195,000.00 | JDOT 2023-C A3 5.48 05/15/2028 | | 890.50 | 890.50 |
| 09/19/2024 | Final Maturity | 912797KL0 | 400,000.00 | UNITED STATES TREASURY 09/19/2024 | 400,000.00 | | 400,000.00 |
| 09/20/2024 | Coupon | 379929AD4 | 45,000.00 | GMALT 2023-3 A3 5.38 11/20/2026 | | 201.75 | 201.75 |
| 09/25/2024 | Coupon | 05592XAD2 | 40,000.00 | BMWOT 2023-A A3 5.47 02/25/2028 | | 182.33 | 182.33 |
| 09/30/2024 | Coupon | 3130ARF55 | 3,000,000.00 | FEDERAL HOME LOAN BANKS 2.6 03/30/2027 | | 39,000.00 | 39,000.00 |
| **September 2024 Total** | | | | | **950,000.00** | **58,317.25** | **1,008,317.25** |
| **OCTOBER 2024** | | | | | | | |
| 10/01/2024 | Coupon | 89236TGX7 | 260,000.00 | TOYOTA MOTOR CREDIT CORP 3.0 04/01/2025 | | 3,900.00 | 3,900.00 |
| 10/10/2024 | Final Maturity | 912797KT3 | 300,000.00 | UNITED STATES TREASURY 10/10/2024 | 300,000.00 | | 300,000.00 |
| 10/15/2024 | Coupon | 023135CE4 | 500,000.00 | AMAZON.COM INC 3.0 04/13/2025 | | 7,500.00 | 7,500.00 |
| 10/15/2024 | Coupon | 02582JKD1 | 215,000.00 | AMXCA 2023-3 A 5.23 09/15/2028 | | 937.04 | 937.04 |
| 10/15/2024 | Coupon | 3130ARFY2 | 3,000,000.00 | FEDERAL HOME LOAN BANKS 3.0 04/14/2025 | | 45,000.00 | 45,000.00 |
| 10/15/2024 | Coupon | 3130ARGD7 | 3,000,000.00 | FEDERAL HOME LOAN BANKS 4.0 04/14/2025 | | 60,000.00 | 60,000.00 |
| 10/15/2024 | Coupon | 47787CAC7 | 195,000.00 | JDOT 2023-C A3 5.48 05/15/2028 | | 890.50 | 890.50 |

# CASH FLOW REPORT

City of Banning | Account #11089 | As of May 31, 2024

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| 10/15/2024 | Coupon | 756109AV6 | 260,000.00 | REALTY INCOME CORP 3.875 04/15/2025 | | 5,037.50 | 5,037.50 |
| 10/16/2024 | Coupon | 36267KAD9 | 45,000.00 | GMCAR 2023-3 A3 5.45 06/16/2028 | | 204.38 | 204.38 |
| 10/17/2024 | Final Maturity | 912797KU0 | 500,000.00 | UNITED STATES TREASURY 10/17/2024 | 500,000.00 | | 500,000.00 |
| 10/21/2024 | Coupon | 379929AD4 | 45,000.00 | GMALT 2023-3 A3 5.38 11/20/2026 | | 201.75 | 201.75 |
| 10/25/2024 | Coupon | 05592XAD2 | 40,000.00 | BMWOT 2023-A A3 5.47 02/25/2028 | | 182.33 | 182.33 |
| 10/29/2024 | Coupon | 3134GW6Z4 | 3,000,000.00 | FEDERAL HOME LOAN MORTGAGE CORP 0.48 05/29/2025 | | 7,200.00 | 7,200.00 |
| **October 2024 Total** | | | | | **800,000.00** | **131,053.50** | **931,053.50** |
| **NOVEMBER 2024** | | | | | | | |
| 11/01/2024 | Coupon | 78015K7C2 | 260,000.00 | ROYAL BANK OF CANADA 2.25 11/01/2024 | | 2,925.00 | 2,925.00 |
| 11/01/2024 | Final Maturity | 78015K7C2 | 260,000.00 | ROYAL BANK OF CANADA 2.25 11/01/2024 | 260,000.00 | | 260,000.00 |
| 11/07/2024 | Final Maturity | 62479LL78 | 300,000.00 | MUFG Bank, Ltd., New York Branch 11/07/2024 | 300,000.00 | | 300,000.00 |
| 11/15/2024 | Coupon | 02582JKD1 | 215,000.00 | AMXCA 2023-3 A 5.23 09/15/2028 | | 937.04 | 937.04 |
| 11/15/2024 | Coupon | 47787CAC7 | 195,000.00 | JDOT 2023-C A3 5.48 05/15/2028 | | 890.50 | 890.50 |
| 11/15/2024 | Coupon | 91282CDH1 | 300,000.00 | UNITED STATES TREASURY 0.75 11/15/2024 | | 1,125.00 | 1,125.00 |
| 11/15/2024 | Final Maturity | 91282CDH1 | 300,000.00 | UNITED STATES TREASURY 0.75 11/15/2024 | 300,000.00 | | 300,000.00 |
| 11/18/2024 | Coupon | 36267KAD9 | 45,000.00 | GMCAR 2023-3 A3 5.45 06/16/2028 | | 204.38 | 204.38 |
| 11/20/2024 | Coupon | 379929AD4 | 45,000.00 | GMALT 2023-3 A3 5.38 11/20/2026 | | 201.75 | 201.75 |
| 11/25/2024 | Coupon | 05592XAD2 | 40,000.00 | BMWOT 2023-A A3 5.47 02/25/2028 | | 182.33 | 182.33 |
| **November 2024 Total** | | | | | **860,000.00** | **6,466.00** | **866,466.00** |
| **DECEMBER 2024** | | | | | | | |
| 12/16/2024 | Coupon | 02582JKD1 | 215,000.00 | AMXCA 2023-3 A 5.23 09/15/2028 | | 937.04 | 937.04 |
| 12/16/2024 | Coupon | 36267KAD9 | 45,000.00 | GMCAR 2023-3 A3 5.45 06/16/2028 | | 204.38 | 204.38 |
| 12/16/2024 | Coupon | 47787CAC7 | 195,000.00 | JDOT 2023-C A3 5.48 05/15/2028 | | 890.50 | 890.50 |
| 12/16/2024 | Coupon | 857477AN3 | 250,000.00 | STATE STREET CORP 3.3 12/16/2024 | | 4,125.00 | 4,125.00 |
| 12/16/2024 | Final Maturity | 857477AN3 | 250,000.00 | STATE STREET CORP 3.3 12/16/2024 | 250,000.00 | | 250,000.00 |
| 12/16/2024 | Coupon | 91282CDN8 | 300,000.00 | UNITED STATES TREASURY 1.0 12/15/2024 | | 1,500.00 | 1,500.00 |
| 12/16/2024 | Final Maturity | 91282CDN8 | 300,000.00 | UNITED STATES TREASURY 1.0 12/15/2024 | 300,000.00 | | 300,000.00 |
| 12/20/2024 | Coupon | 379929AD4 | 45,000.00 | GMALT 2023-3 A3 5.38 11/20/2026 | | 201.75 | 201.75 |
| 12/25/2024 | Coupon | 05592XAD2 | 40,000.00 | BMWOT 2023-A A3 5.47 02/25/2028 | | 182.33 | 182.33 |

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| **December 2024 Total** | | | | | **550,000.00** | **8,041.00** | **558,041.00** |
| **JANUARY 2025** | | | | | | | |
| 01/10/2025 | Coupon | 06368FAE9 | 260,000.00 | BANK OF MONTREAL 1.5 01/10/2025 | | 1,950.00 | 1,950.00 |
| 01/10/2025 | Final Maturity | 06368FAE9 | 260,000.00 | BANK OF MONTREAL 1.5 01/10/2025 | 260,000.00 | | 260,000.00 |
| 01/13/2025 | Coupon | 02665WEA5 | 260,000.00 | AMERICAN HONDA FINANCE CORP 1.5 01/13/2025 | | 1,950.00 | 1,950.00 |
| 01/13/2025 | Final Maturity | 02665WEA5 | 260,000.00 | AMERICAN HONDA FINANCE CORP 1.5 01/13/2025 | 260,000.00 | | 260,000.00 |
| 01/15/2025 | Coupon | 02582JKD1 | 215,000.00 | AMXCA 2023-3 A 5.23 09/15/2028 | | 937.04 | 937.04 |
| 01/15/2025 | Coupon | 47787CAC7 | 195,000.00 | JDOT 2023-C A3 5.48 05/15/2028 | | 890.50 | 890.50 |
| 01/15/2025 | Coupon | 91282CGE5 | 500,000.00 | UNITED STATES TREASURY 3.875 01/15/2026 | | 9,687.50 | 9,687.50 |
| 01/16/2025 | Coupon | 36267KAD9 | 45,000.00 | GMCAR 2023-3 A3 5.45 06/16/2028 | | 204.38 | 204.38 |
| 01/20/2025 | Coupon | 379929AD4 | 45,000.00 | GMALT 2023-3 A3 5.38 11/20/2026 | | 201.75 | 201.75 |
| 01/27/2025 | Coupon | 05592XAD2 | 40,000.00 | BMWOT 2023-A A3 5.47 02/25/2028 | | 182.33 | 182.33 |
| **January 2025 Total** | | | | | **520,000.00** | **16,003.50** | **536,003.50** |
| **FEBRUARY 2025** | | | | | | | |
| 02/07/2025 | Coupon | 63743HFC1 | 260,000.00 | NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 1.875 02/07/2025 | | 2,437.50 | 2,437.50 |
| 02/07/2025 | Final Maturity | 63743HFC1 | 260,000.00 | NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 1.875 02/07/2025 | 260,000.00 | | 260,000.00 |
| 02/17/2025 | Coupon | 36267KAD9 | 45,000.00 | GMCAR 2023-3 A3 5.45 06/16/2028 | | 204.38 | 204.38 |
| 02/17/2025 | Coupon | 47787CAC7 | 195,000.00 | JDOT 2023-C A3 5.48 05/15/2028 | | 890.50 | 890.50 |
| 02/18/2025 | Coupon | 02582JKD1 | 215,000.00 | AMXCA 2023-3 A 5.23 09/15/2028 | | 937.04 | 937.04 |
| 02/20/2025 | Coupon | 379929AD4 | 45,000.00 | GMALT 2023-3 A3 5.38 11/20/2026 | | 201.75 | 201.75 |
| 02/20/2025 | Principal Paydown | 379929AD4 | 45,000.00 | GMALT 2023-3 A3 5.38 11/20/2026 | 2,881.68 | | 2,881.68 |
| 02/24/2025 | Coupon | 06406HDA4 | 260,000.00 | BANK OF NEW YORK MELLON CORP 3.0 02/24/2025 | | 3,900.00 | 3,900.00 |
| 02/24/2025 | Final Maturity | 06406HDA4 | 260,000.00 | BANK OF NEW YORK MELLON CORP 3.0 02/24/2025 | 260,000.00 | | 260,000.00 |
| 02/25/2025 | Coupon | 05592XAD2 | 40,000.00 | BMWOT 2023-A A3 5.47 02/25/2028 | | 182.33 | 182.33 |
| **February 2025 Total** | | | | | **522,881.68** | **8,753.50** | **531,635.18** |

# CASH FLOW REPORT

City of Banning | Account #11089 | As of May 31, 2024

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| **MARCH 2025** | | | | | | | |
| 03/03/2025 | Coupon | 30231GAT9 | 500,000.00 | EXXON MOBIL CORP 3.043 03/01/2026 | | 7,607.50 | 7,607.50 |
| 03/17/2025 | Coupon | 00440EAS6 | 250,000.00 | CHUBB INA HOLDINGS LLC 3.15 03/15/2025 | | 3,937.50 | 3,937.50 |
| 03/17/2025 | Final Maturity | 00440EAS6 | 250,000.00 | CHUBB INA HOLDINGS LLC 3.15 03/15/2025 | 250,000.00 | | 250,000.00 |
| 03/17/2025 | Coupon | 02582JKD1 | 215,000.00 | AMXCA 2023-3 A 5.23 09/15/2028 | | 937.04 | 937.04 |
| 03/17/2025 | Coupon | 36267KAD9 | 45,000.00 | GMCAR 2023-3 A3 5.45 06/16/2028 | | 204.38 | 204.38 |
| 03/17/2025 | Coupon | 47787CAC7 | 195,000.00 | JDOT 2023-C A3 5.48 05/15/2028 | | 890.50 | 890.50 |
| 03/20/2025 | Coupon | 379929AD4 | 45,000.00 | GMALT 2023-3 A3 5.38 11/20/2026 | | 188.83 | 188.83 |
| 03/20/2025 | Principal Paydown | 379929AD4 | 45,000.00 | GMALT 2023-3 A3 5.38 11/20/2026 | 3,519.00 | | 3,519.00 |
| 03/25/2025 | Coupon | 05592XAD2 | 40,000.00 | BMWOT 2023-A A3 5.47 02/25/2028 | | 182.33 | 182.33 |
| 03/25/2025 | Principal Paydown | 05592XAD2 | 40,000.00 | BMWOT 2023-A A3 5.47 02/25/2028 | 709.04 | | 709.04 |
| 03/31/2025 | Coupon | 3130ARF55 | 3,000,000.00 | FEDERAL HOME LOAN BANKS 2.6 03/30/2027 | | 39,000.00 | 39,000.00 |
| **March 2025 Total** | | | | | **254,228.04** | **52,948.08** | **307,176.12** |
| **APRIL 2025** | | | | | | | |
| 04/01/2025 | Coupon | 89236TGX7 | 260,000.00 | TOYOTA MOTOR CREDIT CORP 3.0 04/01/2025 | | 3,900.00 | 3,900.00 |
| 04/01/2025 | Final Maturity | 89236TGX7 | 260,000.00 | TOYOTA MOTOR CREDIT CORP 3.0 04/01/2025 | 260,000.00 | | 260,000.00 |
| 04/14/2025 | Coupon | 023135CE4 | 500,000.00 | AMAZON.COM INC 3.0 04/13/2025 | | 7,500.00 | 7,500.00 |
| 04/14/2025 | Final Maturity | 023135CE4 | 500,000.00 | AMAZON.COM INC 3.0 04/13/2025 | 500,000.00 | | 500,000.00 |
| 04/14/2025 | Coupon | 3130ARFY2 | 3,000,000.00 | FEDERAL HOME LOAN BANKS 3.0 04/14/2025 | | 45,000.00 | 45,000.00 |
| 04/14/2025 | Final Maturity | 3130ARFY2 | 3,000,000.00 | FEDERAL HOME LOAN BANKS 3.0 04/14/2025 | 3,000,000.00 | | 3,000,000.00 |
| 04/14/2025 | Coupon | 3130ARGD7 | 3,000,000.00 | FEDERAL HOME LOAN BANKS 4.0 04/14/2025 | | 60,000.00 | 60,000.00 |
| 04/14/2025 | Final Maturity | 3130ARGD7 | 3,000,000.00 | FEDERAL HOME LOAN BANKS 4.0 04/14/2025 | 3,000,000.00 | | 3,000,000.00 |
| 04/15/2025 | Coupon | 02582JKD1 | 215,000.00 | AMXCA 2023-3 A 5.23 09/15/2028 | | 937.04 | 937.04 |
| 04/15/2025 | Coupon | 47787CAC7 | 195,000.00 | JDOT 2023-C A3 5.48 05/15/2028 | | 890.50 | 890.50 |
| 04/15/2025 | Coupon | 756109AV6 | 260,000.00 | REALTY INCOME CORP 3.875 04/15/2025 | | 5,037.50 | 5,037.50 |
| 04/15/2025 | Final Maturity | 756109AV6 | 260,000.00 | REALTY INCOME CORP 3.875 04/15/2025 | 260,000.00 | | 260,000.00 |
| 04/16/2025 | Coupon | 36267KAD9 | 45,000.00 | GMCAR 2023-3 A3 5.45 06/16/2028 | | 204.38 | 204.38 |
| 04/21/2025 | Coupon | 379929AD4 | 45,000.00 | GMALT 2023-3 A3 5.38 11/20/2026 | | 173.05 | 173.05 |
| 04/21/2025 | Principal Paydown | 379929AD4 | 45,000.00 | GMALT 2023-3 A3 5.38 11/20/2026 | 5,977.84 | | 5,977.84 |
| 04/25/2025 | Coupon | 05592XAD2 | 40,000.00 | BMWOT 2023-A A3 5.47 02/25/2028 | | 179.10 | 179.10 |
| 04/25/2025 | Principal Paydown | 05592XAD2 | 40,000.00 | BMWOT 2023-A A3 5.47 02/25/2028 | 2,394.54 | | 2,394.54 |

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| 04/29/2025 | Coupon | 3134GW6Z4 | 3,000,000.00 | FEDERAL HOME LOAN MORTGAGE CORP 0.48 05/29/2025 | | 7,200.00 | 7,200.00 |
| **April 2025 Total** | | | | | **7,028,372.38** | **131,021.57** | **7,159,393.95** |
| **Grand Total** | | | **52,200,000.00** | | **13,352,040.28** | **447,202.40** | **13,799,242.68** |

# IMPORTANT DISCLOSURES



Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

**Custody:** Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

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

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

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

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

# BENCHMARK INDEX & DISCLOSURES

City of Banning | Account #11089 | As of May 31, 2024

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

# State of California
# Pooled Money Investment Account
# Market Valuation
# 5/31/2024

| Description | Carrying Cost Plus Accrued Interest Purch. | Fair Value | Accrued Interest |
|---|---|---|---|
| | | | |
| United States Treasury: | | | |
| Bills | $ 31,345,507,540.42 | $ 31,767,627,811.00 | NA |
| Notes | $ 61,147,508,679.17 | $ 60,503,198,652.50 | $ 408,680,291.50 |
| | | | |
| Federal Agency: | | | |
| SBA | $ 252,674,245.95 | $ 256,430,968.71 | $ 1,224,472.42 |
| MBS-REMICs | $ 1,943,259.80 | $ 1,890,061.12 | $ 8,477.31 |
| Debentures | $ 8,032,854,727.68 | $ 7,940,234,515.00 | $ 75,035,208.45 |
| Debentures FR | $ - | $ - | $ - |
| Debentures CL | $ 1,850,000,000.00 | $ 1,833,569,750.00 | $ 11,078,374.50 |
| Discount Notes | $ 24,628,901,680.57 | $ 24,899,296,200.00 | NA |
| | | | |
| Supranational Debentures | $ 2,919,839,134.05 | $ 2,876,348,080.00 | $ 28,492,736.90 |
| Supranational Debentures FR | $ - | $ - | $ - |
| | | | |
| CDs and YCDs FR | $ - | $ - | $ - |
| Bank Notes | | | |
| CDs and YCDs | $ 14,900,015,000.00 | $ 14,894,671,773.49 | $ 245,321,277.76 |
| Commercial Paper | $ 11,106,150,972.23 | $ 11,228,693,958.35 | NA |
| | | | |
| Corporate: | | | |
| Bonds FR | $ - | $ - | $ - |
| Bonds | $ 675,060,154.90 | $ 657,079,080.00 | $ 6,535,000.03 |
| | | | |
| Repurchase Agreements | $ - | $ - | $ - |
| Reverse Repurchase | $ - | $ - | $ - |
| | | | |
| Time Deposits | $ 5,105,000,000.00 | $ 5,105,000,000.00 | NA |
| PMIA & GF Loans | $ 363,727,000.00 | $ 363,727,000.00 | NA |
| | | | |
| TOTAL | $ 162,329,182,394.77 | $ 162,327,767,850.17 | $ 776,375,838.87 |

Fair Value Including Accrued Interest $ 163,104,143,689.04

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

# PMIA/LAIF Performance Report as of 6/05/24

## Quarterly Performance Quarter Ended 03/31/24

| | |
|---|---|
| LAIF Apportionment Rate[2]: | 4.30 |
| LAIF Earnings Ratio[2]: | 0.00011755619077389 |
| LAIF Administrative Cost[1]*: | 0.27 |
| LAIF Fair Value Factor[1]: | 0.994191267 |
| PMIA Daily[1]: | 4.22 |
| PMIA Quarter to Date[1]: | 4.12 |
| PMIA Average Life[1]: | 226 |

## PMIA Average Monthly Effective Yields[1]

| | |
|---|---|
| **May** | **4.332** |
| April | 4.272 |
| March | 4.232 |
| February | 4.122 |
| January | 4.012 |
| December | 3.929 |

## Pooled Money Investment Account Monthly Portfolio Composition [1] 4/30/24 $171.5 billion

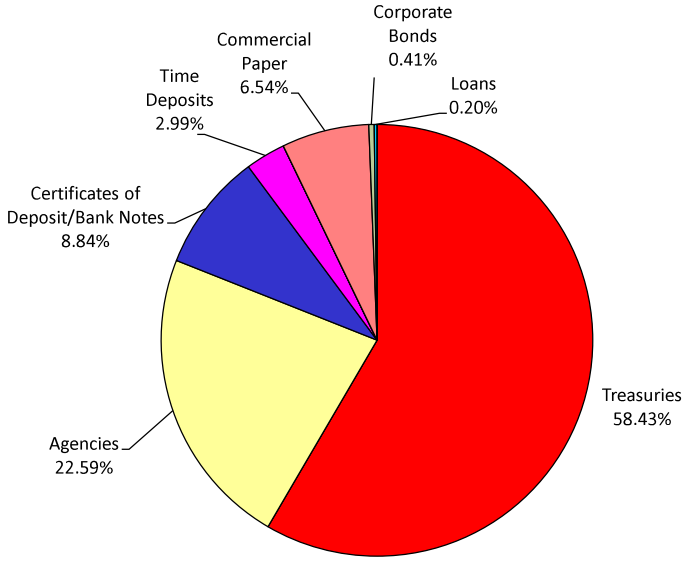


Chart does not include $1,969,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

**Daily rates are now available here.** View PMIA Daily Rates

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

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

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

**CITY OF BANNING**
**STAFF REPORT**

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Douglas Schulze, City Manager** |
| **PREPARED BY:** | **Lincoln Bogard, Administrative Services Director** |
| **MEETING DATE:** | **June 25, 2024** |
| **SUBJECT:** | **Receipts, Disbursements, & Fund Balances Reporting for Fiscal Year 2023-24, Period 11, May 2024** |

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**RECOMMENDATION:**

Receive and file.

**BACKGROUND:**

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

**JUSTIFICATION:**

Reporting mandated by Government Code Section 41001.

**FISCAL IMPACT:**

None. This report only shows the results of operations.

**ALTERNATIVES:**

Not Applicable.

**ATTACHMENTS:**

1. Receipts Disbursements and Net Cash Flows - May 2024.pdf
2. Cash Balances 2024-06-11.pdf
3. Vendor Detail - May 2024.pdf

# Receipts, Disbursements, and Net Cash Flows

| | | FY | Period | Values |
|---|---|---|---|---|
| | | 24 | | |
| | | 11 | | |
| Fund | Fund Description | Receipts | Disbursements | Net Cash Flow |
| 001 | GENERAL FUND | 4,969,249.31 | 3,841,389.99 | 1,127,859.32 |
| 002 | DEVELOPER DEPOSIT FUND | 0.00 | 22,684.60 | (22,684.60) |
| 100 | GAS TAX STREET FUND | 67,348.17 | 114,295.94 | (46,947.77) |
| 101 | MEASURE A STREET FUND | 79,579.52 | 105,824.64 | (26,245.12) |
| 102 | RMRA (SB1) GAS TAX FUND | 70,254.23 | 0.00 | 70,254.23 |
| 110 | CDBG FUND | 0.00 | 34,580.12 | (34,580.12) |
| 111 | LANDSCAPE MAINTENANCE FD | 69,364.57 | 9,139.70 | 60,224.87 |
| 132 | AIR QUALITY IMPROVEMT FD | 0.00 | 743.85 | (743.85) |
| 201 | SENIOR CTR ACTIVITIES FD | 589.00 | 73.05 | 515.95 |
| 222 | ARPA-AMERICA RESCUE PLAN | 0.00 | 18,618.03 | (18,618.03) |
| 375 | FAIR OAKS AD #2004-1 DEBT | 89,276.20 | 0.00 | 89,276.20 |
| 420 | TRAFFIC CONTROL FACIL FD | 0.00 | 500.00 | (500.00) |
| 430 | GENERAL FACILITIES FUND | 0.00 | 1,033.41 | (1,033.41) |
| 451 | PARK DEVELOPMENT FUND | 18,974.00 | 0.00 | 18,974.00 |
| 600 | AIRPORT FUND | 7,468.11 | 19,521.47 | (12,053.36) |
| 610 | TRANSIT FUND | 182,013.37 | 227,748.00 | (45,734.63) |
| 660 | WATER FUND | 1,027,440.46 | 2,066,419.83 | (1,038,979.37) |
| 661 | WATER CAPITAL FACIL FUND | 0.00 | 208,542.83 | (208,542.83) |
| 669 | BUA WATER - DEBT SERV FD | 0.00 | 1,100.00 | (1,100.00) |
| 670 | ELECTRIC FUND | 3,300,196.93 | 2,754,695.61 | 545,501.32 |
| 673 | ELECTRIC IMPROVEMENT FUND | 67,220.00 | 198,368.65 | (131,148.65) |
| 675 | PUBLIC BENEFIT FUND | 63,202.15 | 35,085.38 | 28,116.77 |
| 678 | 07 ELEC REV BDS DEBT SVC | 0.00 | 1,912,871.88 | (1,912,871.88) |
| 680 | WASTEWATER FUND | 882,942.41 | 313,874.55 | 569,067.86 |
| 681 | WASTEWATER CAP FACIL FUND | 0.00 | 8,761.38 | (8,761.38) |
| 682 | WWTR TERTIARY FUND | 29,415.50 | 0.00 | 29,415.50 |
| 689 | BUA WASTEWATER-DEBT SERV | 0.00 | 1,100.00 | (1,100.00) |
| 690 | REFUSE FUND | 300,373.87 | 63,682.11 | 236,691.76 |
| 700 | RISK MANAGEMENT FUND | 177,064.50 | 436,802.01 | (259,737.51) |
| 702 | FLEET MAINTENANCE FUND | 22,104.17 | 215,374.00 | (193,269.83) |
| 703 | INFORMAT'N SYSTEMS SVC FD | 2,186.89 | 120,990.35 | (118,803.46) |
| 704 | BUILDING MAINTENANCE | 0.00 | 58,835.79 | (58,835.79) |
| 705 | SUPPORT SERVICES | 0.00 | 46,887.21 | (46,887.21) |
| 761 | UTL BILL, ACCT & COLL SVC | 35,551.37 | 184,481.58 | (148,930.21) |
| 810 | SA-LOW/MOD FUND | 500.00 | 75,474.33 | (74,974.33) |
| Grand Total | | 11,462,314.73 | 13,099,500.29 | (1,637,185.56) |

# Cash Balances By Fund Type

| Fund Type | Balance |
|---|---|
| 001 - GENERAL FUND | 8,690,543.15 |
| 100 - SPECIAL REVENUE FUNDS | 3,323,446.45 |
| 300 - FIDUCIARY FUNDS | 313,910.33 |
| 400 - CAPITAL IMPROVEMENT FUNDS | 4,991,988.81 |
| 600 - AIRPORT FUND | (369,085.01) |
| 610 - TRANSIT FUND | (3,564,664.92) |
| 660 - WATER ENTERPRISE | 28,981,123.48 |
| 670 - ELECTRIC ENTERPRISE | (8,851,299.96) |
| 680 - WASTEWATER ENTERPRISE | 24,350,730.79 |
| 700 - INTERNAL SERVICE FUNDS | (7,564,246.81) |
| 800 - SUCCESSOR AGENCY FUNDS | (1,337,047.30) |
| **GRAND TOTAL** | **48,965,399.01** |

# Cash Balances By Fund

| Fund | Fund Name | Fund Type | Balance |
|---|---|---|---|
| 001 | GENERAL FUND | 001 - GENERAL FUND | 1,278,607.42 |
| 002 | DEVELOPER DEPOSIT FUND | 001 - GENERAL FUND | (1,167,716.97) |
| 005 | ADMIN ALLOWANCE FUND | 001 - GENERAL FUND | 2,011,715.30 |
| 300 | CITY ADMINISTRATION DEBT SVC FUND | 001 - GENERAL FUND | 6,109.77 |
| 690 | REFUSE FUND | 001 - GENERAL FUND | 6,561,827.63 |
| 100 | GAS TAX STREET FUND | 100 - SPECIAL REVENUE FUNDS | (1,206,949.89) |
| 101 | MEASURE A STREET FUND | 100 - SPECIAL REVENUE FUNDS | 913,400.79 |
| 102 | RMRA (SB1) GAS TAX FUND | 100 - SPECIAL REVENUE FUNDS | 609,204.07 |
| 110 | CDBG FUND | 100 - SPECIAL REVENUE FUNDS | (86,137.94) |
| 111 | LANDSCAPE MAINTENANCE FUND | 100 - SPECIAL REVENUE FUNDS | 92,316.99 |
| 132 | AIR QUALITY IMPROVEMENT FUND | 100 - SPECIAL REVENUE FUNDS | 302,959.34 |
| 140 | ASSET FORFEIT-POLICE FUND | 100 - SPECIAL REVENUE FUNDS | 1,899.03 |
| 148 | SUPPLEMENTAL LAW ENFORCEMENT FUND | 100 - SPECIAL REVENUE FUNDS | 184,398.94 |
| 150 | STATE PARK BOND ACT FUND | 100 - SPECIAL REVENUE FUNDS | (110.71) |
| 200 | SPECIAL DONATION FUND | 100 - SPECIAL REVENUE FUNDS | 47,022.32 |
| 201 | SENIOR CENTER ACTIVITIES FUND | 100 - SPECIAL REVENUE FUNDS | 62,838.22 |
| 202 | ANIMAL CONTROL RESERVE FUND | 100 - SPECIAL REVENUE FUNDS | (107.83) |
| 203 | POLICE VOLUNTEER FUND | 100 - SPECIAL REVENUE FUNDS | 6,692.94 |
| 221 | CSCDA-CFD 2020-02 ATWELL | 100 - SPECIAL REVENUE FUNDS | 590,693.33 |
| 222 | ARPA-AMERICA RESCUE PLAN | 100 - SPECIAL REVENUE FUNDS | 1,805,326.85 |
| 360 | SUN LAKES CFD #86-1 FUND | 300 - FIDUCIARY FUNDS | 37,792.47 |
| 365 | WILSON ST #91-1 ASSMT DBT FUND | 300 - FIDUCIARY FUNDS | 78,143.20 |
| 370 | AREA POLICE OCMPUTER FUND | 300 - FIDUCIARY FUNDS | 193.81 |
| 375 | FAIR OAKS AD #2004-1 DEBT FUND | 300 - FIDUCIARY FUNDS | 197,226.31 |
| 376 | CAMEO HOMES FUND | 300 - FIDUCIARY FUNDS | 554.54 |
| 400 | POLICE FACILITIES DVLP FUND | 400 - CAPITAL IMPROVEMENT FUNDS | 301,603.59 |
| 410 | FIRE FACILITIES DEVELOPMENT FUND | 400 - CAPITAL IMPROVEMENT FUNDS | 1,423,194.07 |
| 420 | TRAFFIC CONTROL FUND | 400 - CAPITAL IMPROVEMENT FUNDS | 2,115,361.78 |
| 430 | GENERAL FACILITIES FUND | 400 - CAPITAL IMPROVEMENT FUNDS | 497,090.09 |
| 444 | WILSON MEDIAN FUND | 400 - CAPITAL IMPROVEMENT FUNDS | 407,006.54 |
| 451 | PARK DEVELOPMENT FUND | 400 - CAPITAL IMPROVEMENT FUNDS | 296,028.51 |
| 470 | CAPITAL IMPROVEMENT FUND | 400 - CAPITAL IMPROVEMENT FUNDS | (48,295.77) |
| 600 | AIRPORT FUND | 600 - AIRPORT FUND | (369,085.01) |
| 610 | TRANSIT FUND | 610 - TRANSIT FUND | (3,564,664.92) |
| 660 | WATER FUND | 660 - WATER ENTERPRISE | 24,873,360.06 |
| 661 | WATER CAPITAL FACILITIES FUND | 660 - WATER ENTERPRISE | 3,225,709.98 |
| 662 | IRRIGATION WATER FUND | 660 - WATER ENTERPRISE | 1,379,760.85 |
| 663 | BUA WATER CAPITAL PROJECT FUND | 660 - WATER ENTERPRISE | 1,462,304.90 |
| 669 | BUA WATER DEBT SERVICE FUND | 660 - WATER ENTERPRISE | (1,960,012.31) |
| 670 | ELECTRIC FUND | 670 - ELECTRIC ENTERPRISE | (177,070.51) |
| 672 | RATE STABILITY FUND | 670 - ELECTRIC ENTERPRISE | 6,714,767.44 |
| 673 | ELECTRIC IMPROVEMENT FUND | 670 - ELECTRIC ENTERPRISE | (14,773,527.53) |
| 674 | ELECTRIC REVENUE BOND PROJECT FUND | 670 - ELECTRIC ENTERPRISE | 696,122.98 |
| 675 | PUBLIC BENEFIT FUND | 670 - ELECTRIC ENTERPRISE | 1,115,801.42 |
| 678 | ELECTRIC REVENUE BOND DEBT SERVICE FUND | 670 - ELECTRIC ENTERPRISE | (2,427,393.76) |
| 680 | WASTEWATER FUND | 680 - WASTEWATER ENTERPRISE | 5,539,144.87 |
| 681 | WASTEWATER CAPITAL FACILITY FUND | 680 - WASTEWATER ENTERPRISE | 10,889,210.22 |
| 682 | WASTEWATER TERTIARY FUND | 680 - WASTEWATER ENTERPRISE | 8,001,299.04 |
| 683 | BUA WASTEWATER CAPITAL PROJECT FUND | 680 - WASTEWATER ENTERPRISE | (316,283.37) |
| 685 | STATE REVOLVING LOAN FUND | 680 - WASTEWATER ENTERPRISE | 532,028.34 |

# Cash Balances By Fund

| | | | |
|---|---|---|---|
| 689 | BUA WASTEWATER DEBT SERVICE FUND | 680 - WASTEWATER ENTERPRISE | (294,668.31) |
| 700 | RISK MANAGEMENT FUND | 700 - INTERNAL SERVICE FUNDS | (7,297,380.04) |
| 702 | FLEET MAINTENANCE FUND | 700 - INTERNAL SERVICE FUNDS | 661,103.42 |
| 703 | INFORMATION SYSTEMS SERVICE FUND | 700 - INTERNAL SERVICE FUNDS | (1,408,727.24) |
| 704 | BUILDING MAINTENANCE | 700 - INTERNAL SERVICE FUNDS | 793,821.17 |
| 705 | SUPPORT SERVICES | 700 - INTERNAL SERVICE FUNDS | (101,440.63) |
| 761 | UTILITY BILLING ADMINISTRATION FUND | 700 - INTERNAL SERVICE FUNDS | (211,623.49) |
| 805 | REDEVELOPMENT OBLIGATION RETIREMENT FUND | 800 - SUCCESSOR AGENCY FUNDS | 1,903,047.59 |
| 810 | SUCCESSOR AGENCY LOW/MOD FUND (HOUSING AGENCY) | 800 - SUCCESSOR AGENCY FUNDS | 2,081,436.28 |
| 830 | SUCCESSOR AGENCY DEBT SERVICE FUND | 800 - SUCCESSOR AGENCY FUNDS | 1,030,841.52 |
| 840 | BEA CAPITAL PROJECTS FUND | 800 - SUCCESSOR AGENCY FUNDS | (4,070,171.28) |
| 841 | BEA LOW/MOD CAPITAL PROJECTS FUND | 800 - SUCCESSOR AGENCY FUNDS | 545,670.93 |
| 850 | SUCCESSOR AGENCY ADMIN FUND | 800 - SUCCESSOR AGENCY FUNDS | (2,827,872.34) |
| | | **GRAND TOTAL** | **48,965,399.01** |

# Payments Per Fund May 2024

| Sum of Tran Amt | Column Labels |
|---|---|
| Row Labels | 24 |
| 001 | 296,152.36 |
| 002 | 6,542.53 |
| 100 | 1,248,618.50 |
| 101 | 336,181.52 |
| 102 | 46,974.66 |
| 200 | 126.17 |
| 201 | (64.88) |
| 430 | 1,033.34 |
| 610 | 481.28 |
| 660 | 9,656.88 |
| 661 | 988.59 |
| 670 | 681,776.71 |
| 673 | 2,000,038.01 |
| 675 | 2,325.71 |
| 680 | 2,182.06 |
| 681 | 197.62 |
| 683 | 148,619.24 |
| 690 | 114.24 |
| 700 | 30,911.06 |
| 702 | 4,215,335.77 |
| 703 | 207.79 |
| 704 | 1,216.88 |
| 705 | 0.00 |
| 761 | 834.76 |
| 810 | 333,075.59 |
| 840 | 141,199.08 |
| Grand Total | 9,504,725.47 |

# Vendor Total May 2024

| Sum of Tran Amt | | FY |
|---|---|---|
| Vendor Name | Vendor No | 24 |
| ADVANCED WORKPLACE STRATEGIES INC | 4781 | 223.35 |
| AED ENERGY SERVICES LLC | 8694 | 9,030.00 |
| AGENTS OF DISCOVERY | 8741 | 11,300.00 |
| ALL AMERICAN SEWER TOOLS | 5520 | 779.38 |
| ALL STAR ELITE SPORTS | 7098 | 2,015.96 |
| ALLIANT INSURANCE SERVICES, INC | 6775 | 327,462.33 |
| AL'S KUBOTA TRACTOR | 34 | 449.13 |
| AMAZON BUSINESS | 7468 | 8,321.05 |
| ANIXTER, INC | 7048 | 0.00 |
| ARAMARK UNIFORM & CAREER APPAREL | 7743 | 248.00 |
| ARCE, PAUL | 8331 | 112.00 |
| ARMSTRONG, CLIFF | 8361 | 754.81 |
| ARTISTIC MAINTENANCE, INC. | 5946 | 4,092.00 |
| ASBURY ENVIRONMENTAL SERVICES DBA | 6899 | 100.00 |
| AT&T CALNET 2 | 6175 | 767.76 |
| AT&T MOBILITY LLC | 8147 | 1,709.15 |
| ATBACKGROUNDS | 7667 | 203.86 |
| ATWORK PERSONNEL SERVICES | 7937 | 249.49 |
| AVILA, JOSE | 8771 | 20.00 |
| BABCOCK LABORATORIES, INC | 6774 | 1,324.00 |
| BANNING POLICE OFFICERS ASSOC. | 7990 | 2,860.30 |
| BANNING UNIFIED SCHOOL DIST. | 2637 | 2,000.00 |
| BANNING VETERINARY HOSPITAL | 5297 | 201.25 |
| BEAUMONT DO IT BEST HOME CENTER | 6091 | 2,023.10 |
| BENAVIDES, SUSIE | 8773 | 250.00 |
| BENHAR, DIANA T | 7099 | 213.50 |
| BIG TEX TRAILER WORLD | 2643 | 0.00 |
| BLAIS & ASSOCIATES, LLC | 7612 | 4,850.00 |
| BLAISDELL'S BUSINESS PRODUCTS | 8271 | 1,079.44 |
| BPS TACTICAL, INC | 5542 | 2,375.89 |
| BUDD-FALEN LAW OFFICES, LLC. | 7651 | 2,730.00 |
| BURKE, WILLIAMS & SORENSON LLP | 3991 | 18,152.50 |
| BUSINESS TELECOMMUNICATION | 6702 | 540.97 |
| CA. ST. BOARD OF EQUALIZATION | 3012 | 604.00 |
| CA. ST. EMPLOYMENT DEV. DEPT. | 985 | 101,419.92 |
| CA. ST. PUBLIC EMPLOYEES | 997 | 360,195.06 |

# Vendor Total May 2024

| | | |
|---|---|---|
| ADVANCED WORKPLACE STRATEGIES INC | 4781 | 223.35 |
| CALDERON, SANDRA B | 4577 | 233.51 |
| CALIFORNIA ASSOC FOR LOCAL ECO DEV | 7540 | 800.00 |
| CALIFORNIA LAW ENFORCE ASSN | 3780 | 1,152.00 |
| CALIFORNIA LAW ENFORCEMENT ASSOC | 6858 | 75.00 |
| CALIFORNIA WATER ENVIRONMENT | 4042 | 1,055.00 |
| CALIFORNIA, STATE OF | 992 | 4,842.00 |
| CANON FINANCIAL SERVICES, INC | 7078 | 2,053.52 |
| CARLOS, MARIO | 8753 | 12.92 |
| CAROLLO ENGINEERS | 5350 | 4,892.50 |
| CDW GOVERNMENT, INC | 4253 | 2,144.86 |
| CELL BUSINESS EQUIPMENT (CBE) | 7033 | 2,096.24 |
| CENTER ELECTRIC SERVICES, INC | 5307 | 1,590.07 |
| CHANDLER ASSET MANAGEMENT INC | 8471 | 2,041.91 |
| CICCS | 8578 | 1,068.19 |
| CINTAS  CORPORATION | 7061 | 2,802.17 |
| CITY OF BANNING (BNG) | 8274 | 964.23 |
| CITY OF BANNING ELECTRIC UTILITY | 8764 | 16,046.84 |
| CITY OF BANNING UTILITIES OPV | 7992 | 726.86 |
| CORE & MAIN, LP | 7772 | 108.47 |
| CORE-ROSION PRODUCTS | 5735 | 0.00 |
| CORNERSTONE DEVELOPMENT CO. | 8000 | 0.00 |
| CORPORATION SERVICE COMPANY | 8102 | 89.00 |
| COUNSELING TEAM INTERNATIONAL, THE | 2232 | 1,025.00 |
| COUNTY OF RIVERSIDE DOEH | 1901 | 13,449.00 |
| CUMMINS SALES AND SERVICE | 4047 | 2,776.35 |
| CUSTOM TROPHIES & UNEEK AWARDS | 7774 | 654.58 |
| CYBERTIME NETWORK COMMUNICATIONS | 6189 | 2,599.00 |
| D&M JOB INC. | 7696 | 538.76 |
| DIAMOND ENVIRONMENTAL SERVICES | 6517 | 358.89 |
| DIAMOND HILLS CHEVROLET BUICK GMC | 7082 | 0.00 |
| DIAZ, GABRIEL | 8770 | 2,495.00 |
| DJ TONY | 8597 | 250.00 |
| DOUGLAS, RYAN | 8734 | 504.00 |
| DUNN, TERRY | 3204 | 1,500.00 |
| EAGLE AERIAL SOLUTIONS | 8263 | 26,936.00 |
| EIDE BAILLY LLP | 8531 | 0.00 |
| EMPOWER ANNUITY INSURANCE COMPANY | 8702 | 97,503.12 |

# Vendor Total May 2024

| | | |
|---|---|---|
| ADVANCED WORKPLACE STRATEGIES INC | 4781 | 223.35 |
| ENTERPRISE FM TRUST | 7536 | 27,151.69 |
| ESPITIA, ARTURO | 8520 | 250.00 |
| FIRST AMERICAN TITLE COMPANY | 8468 | 500.00 |
| FLYNN, SHERI | 7486 | 325.20 |
| FOX CINEMA IS DPLACE | 8265 | 2,500.00 |
| FRONTIER COMMUNICATIONS | 7053 | 4,051.17 |
| G & G ENVIRONMENTAL COMPLIANCE, INC | 5602 | 1,193.91 |
| GARDA CL WEST INC | 2589 | 1,232.92 |
| GAS COMPANY, THE | 1375 | 2,740.98 |
| GENERAL DOOR SERVICE INC | 8740 | 8,766.96 |
| GERARD DANIEL WORLDWIDE | 8767 | 0.00 |
| GONZALEZ, GENE | 8570 | 394.00 |
| GRAINGER | 448 | 276.18 |
| H & L CHARTER CO, INC | 6308 | 0.00 |
| HAAKER EQUIPMENT COMPANY | 205 | 1,165.32 |
| HAZEN AND SAWYER | 6977 | 4,212.50 |
| HEMET VALLEY TOOL, INC | 7766 | 785.75 |
| HERNANDEZ, CARLA | 7557 | 980.00 |
| HOME DEPOT #8987 | 5365 | 837.13 |
| HUERTA JR., GILBERT | 7697 | 581.00 |
| HUERTA LOPEZ, TUNNIA A | 8736 | 315.00 |
| I.B.E.W. LOCAL 47 | 1146 | 10,750.61 |
| I.B.E.W. LOCAL 47 (PAC) | 4086 | 40.00 |
| IBEW LOCAL 47 RETIREE MEDICAL TRUST | 5217 | 9,127.90 |
| IMEG CONSULTANTS CORP | 8667 | 3,812.50 |
| INFOSEND, INC | 6490 | 7,674.59 |
| INNOVATIVE FEDERAL STRATEGIES | 6624 | 4,500.00 |
| INTERNAL REVENUE SERVICE | 2484 | 523,949.07 |
| INTERNATIONAL CODE COUNCIL, INC | 1158 | 383.00 |
| JACKSON, DAVID | 6070 | 546.00 |
| JACKSON, JOHN H. | 7670 | 168.00 |
| JANUARY, JEREL | 6879 | 336.00 |
| JAUREGUI, ROBERTO | 7122 | 55.00 |
| JEWS, NICOLE | 8232 | 67.75 |
| KIMLEY-HORN AND ASSOCIATES, INC | 8101 | 0.00 |
| KOLLER, MARIE | 7103 | 23.10 |
| LAND ENGINEERING CONSULTANTS, INC | 6632 | 13,000.00 |

# Vendor Total May 2024

| | | |
|---|---|---|
| ADVANCED WORKPLACE STRATEGIES INC | 4781 | 223.35 |
| LINCOLN FINANCIAL GROUP | 8577 | 10,923.78 |
| LOPEZ, MARISOL | 8279 | 2,341.14 |
| LOS ANGELES TRUCK CENTERS | 3163 | 0.00 |
| LOZANO SMITH LLP | 7550 | 72.36 |
| MARIPOSA LANDSCAPES, INC | 8055 | 10,291.52 |
| MENDOZA, SAMUEL | 8340 | 192.00 |
| MICHAEL BAKER INTERNATIONAL, INC | 7379 | 2,990.00 |
| MISC VENDOR | 99001 | 4,672.48 |
| MITSUBISHI ELECTRIC & ELECTRONICS | 6402 | 353.87 |
| MORGAN, DEIDRA J | 7406 | 112.00 |
| N2W ENGINEERING, INC | 8001 | 46,639.63 |
| NIETO, FRANCISCO | 7563 | 3,694.68 |
| NOR-CAL PUMP & WELL DRILLING INC | 8600 | 1,164,331.68 |
| NORTH GLASS AND GLAZING SERVICE INC | 8583 | 350.00 |
| ONESOURCE DISTRIBUTORS | 5076 | 8,252.57 |
| ORACLE AMERICA INC | 8458 | 30,958.34 |
| O'REILLY AUTO PARTS | 4076 | 77.94 |
| PACKHAM & TOOMEY,  INC | 7787 | 260.00 |
| PALACIOS LAW OFFICE | 8438 | 0.00 |
| PARKHOUSE TIRE, INC. | 2487 | 2,037.47 |
| PARS | 5191 | 1,138.69 |
| PARTS AUTHORITY | 7789 | 3,288.21 |
| PAYPRO ADMINISTRATORS | 5752 | 115.00 |
| PLACER LABS INC | 8755 | 16,900.00 |
| PLATT, JEFFREY | 8481 | 159.00 |
| POWER MONITORS, INC | 6636 | 0.00 |
| PRE-PAID LEGAL SERVICES, INC | 4411 | 339.82 |
| PRESS-ENTERPRISE, THE | 1295 | 1,019.96 |
| PUBLIC AGENCY RETIREMENT SERVICES | 5242 | 300.00 |
| PULVER, JODEANE V | 8168 | 329.00 |
| QUADIENT LEASING USA, INC | 6694 | 521.66 |
| R&R ROOFING & WATERPROOFING INC | 8747 | 0.00 |
| RACEWAY FORD INC | 4759 | 406.67 |
| RECORD GAZETTE, THE | 1555 | 341.87 |
| RED HAWK SERVICES | 7290 | 0.00 |
| RENE'S AQUATICS | 1366 | 2,825.00 |
| RICHARDS WATSON GERSHON | 7337 | 71,758.25 |

# Vendor Total May 2024

| | | |
|---|---|---|
| ADVANCED WORKPLACE STRATEGIES INC | 4781 | 223.35 |
| RINCON CONSULTANTS, INC. | 8003 | 4,493.75 |
| RIV. CO. FIRE DEPARTMENT | 1643 | 902,865.20 |
| RIV. CO. HEALTH SVCS AGENCY | 2526 | 422.00 |
| RIV. CO. REGIONAL PARK & OPEN SPACE | 8521 | 381.00 |
| RIVERSIDE COUNTY SHERIFF-PSEC | 2938 | 4,865.29 |
| RIVERSIDE PUBLIC UTILITIES | 4433 | 1,423,175.90 |
| ROBERT HALF INTERNATIONAL | 5151 | 4,866.58 |
| ROBINSON, BRANDON A | 6532 | 335.49 |
| ROW TRAFFIC SAFETY, INC | 6730 | 284.04 |
| SAN BERNARDINO PUBLIC EMPLOYEES | 5998 | 2,813.51 |
| SATELLITE PHONE STORE | 8235 | 307.95 |
| SC FUELS | 7727 | 36,543.63 |
| SCA OF CA, LLC | 8231 | 10,080.00 |
| SCCI, INC  DBA | 5336 | 250.00 |
| SCHULZE, DOUG | 7501 | 193.96 |
| SCPPA | 8626 | 0.00 |
| SERVIAM BY WRIGHT LLP | 7131 | 2,975.07 |
| SERVPRO OF CHINO/CHINO HILLS | 8752 | 0.00 |
| SGP DESIGN AND PRINT | 5901 | 805.98 |
| SHRED-IT USA, LLC | 6993 | 147.01 |
| SMART & FINAL | 1561 | 24.45 |
| SOUTH COAST AIR QUALITY | 1370 | 2,001.48 |
| SOUTHERN CALIFORNIA EDISON | 1371 | 3,838.96 |
| SOUTHERN CALIFORNIA GAS CO | 1376 | 7,999.59 |
| SOUTHERN CALIFORNIA MOUNTAINS FOUND | 8765 | 0.00 |
| SOUTHERN CALIFORNIA WEST COAST ELEC | 1377 | 15,901.25 |
| STAPLES BUSINESS ADVANTAGE | 7084 | 1,990.80 |
| STATE OF CALIFORNIA DOJ | 4000 | 3,052.98 |
| STOCKMAN, JULIA | 8735 | 210.00 |
| SYSTEMS INTEGRATED | 7737 | 12,290.00 |
| TASC | 5885 | 3,049.20 |
| TEC EQUIPMENT, INC | 7997 | 404.06 |
| TELEPACIFIC COMMUNICATIONS | 6583 | 1,444.48 |
| TETRA TECH INC. | 7297 | 0.00 |
| TEXAS LIFE INSURANCE COMPANY | 8576 | 6,324.36 |
| THOMPSON COBURN, LLP | 6895 | 0.00 |
| TIME WARNER CABLE (086811201) | 8151 | 102.30 |

# Vendor Total May 2024

| | | |
|---|---|---|
| ADVANCED WORKPLACE STRATEGIES INC | 4781 | 223.35 |
| TIME WARNER/CHARTER | 8150 | 496.48 |
| TOLAR MANUFACTURING CO, INC | 6409 | 0.00 |
| TOM BELL CHEVROLET | 416 | 881.70 |
| U.S. BANK | 3590 | 1,911,521.88 |
| UNDERGROUND SERVICE ALERT | 871 | 148.53 |
| UNITED WATER WORKS, INC | 6925 | 0.00 |
| URBAN FUTURES INCORPORATED | 4124 | 1,750.00 |
| VEOLIA WATER CONTRACT OPERATIONS US | 7007 | 73,434.00 |
| VERIZON WIRELESS SERVICES, LLC | 5369 | 10,204.03 |
| VIGILANT LLC | 8631 | 8,351.17 |
| VIRTUAL PROJECT MANAGER, LLC | 7885 | 1,000.00 |
| VISION SECURITY SYSTEMS | 6143 | 850.44 |
| VISTA PAINT | 1890 | 455.45 |
| VULCAN MATERIALS | 6650 | 2,706.56 |
| WALKER, LORRAINE | 8449 | 250.00 |
| WALLACE, COLLEEN | 7576 | 176.03 |
| WASTE MANAGEMENT 0F THE IE | 1437 | 67.94 |
| WELLS FARGO BANK | 2256 | 1,925,001.36 |
| | 4228 | 600.00 |
| WEST & ASSOCIATES ENGINEERING, INC | 8018 | 6,250.00 |
| WESTERN WATER WORKS SUPPLY CO | 464 | 14,506.06 |
| WESTRUX INTERNATIONAL INC | 143 | 255.62 |
| WHITE CAP LP | 2836 | 0.00 |
| WILDLIFE CONTROL SERVICE INC | 7605 | 1,250.00 |
| WILLDAN ENGINEERING | 6184 | 65.00 |
| WILLIAMS SCOTSMAN, INC | 1357 | 1,611.94 |
| WITTMAN ENTERPRISES, LLC | 8022 | 3,720.00 |
| Grand Total | | 9,504,725.47 |

# Vendor By Fund May 2024

| Sum of Tran Amt | | | FY |
|---|---|---|---|
| Vendor Name | Vendor No | Fund | 24 |
| ADVANCED WORKPLACE STRATEGIES INC | 4781 | 001 | 223.35 |
| ALL AMERICAN SEWER TOOLS | 5520 | 810 | 779.38 |
| ALL STAR ELITE SPORTS | 7098 | 810 | 2,015.96 |
| ALLIANT INSURANCE SERVICES, INC | 6775 | 810 | 327,462.33 |
| AL'S KUBOTA TRACTOR | 34 | 001 | 0.00 |
| | | 810 | 449.13 |
| AMAZON BUSINESS | 7468 | 001 | 3,842.37 |
| | | 610 | 481.28 |
| | | 675 | 24.80 |
| | | 700 | 896.17 |
| | | 702 | 910.82 |
| | | 810 | 2,165.61 |
| ANIXTER, INC | 7048 | 675 | 0.00 |
| ARAMARK UNIFORM & CAREER APPAREL | 7743 | 430 | 166.53 |
| | | 675 | 81.47 |
| ARCE, PAUL | 8331 | 430 | 112.00 |
| ARMSTRONG, CLIFF | 8361 | 430 | 754.81 |
| ARTISTIC MAINTENANCE, INC. | 5946 | 001 | 4,092.00 |
| ASBURY ENVIRONMENTAL SERVICES DBA | 6899 | 675 | 0.00 |
| | | 810 | 100.00 |
| AT&T CALNET 2 | 6175 | 001 | 212.14 |
| | | 675 | 452.44 |
| | | 810 | 103.18 |
| AT&T MOBILITY LLC | 8147 | 673 | 1,709.15 |
| ATBACKGROUNDS | 7667 | 673 | 203.86 |
| ATWORK PERSONNEL SERVICES | 7937 | 673 | 249.49 |
| BABCOCK LABORATORIES, INC | 6774 | 673 | 1,324.00 |
| BANNING POLICE OFFICERS ASSOC. | 7990 | 673 | 2,860.30 |
| BANNING VETERINARY HOSPITAL | 5297 | 673 | 201.25 |
| BEAUMONT DO IT BEST HOME CENTER | 6091 | 001 | 621.78 |
| | | 670 | 0.00 |
| | | 673 | 1,019.67 |
| | | 675 | 0.00 |
| | | 680 | 59.62 |
| | | 690 | 114.24 |
| | | 702 | 0.00 |
| | | 703 | 207.79 |
| | | 705 | 0.00 |
| BENHAR, DIANA T | 7099 | 001 | 213.50 |

# Vendor By Fund May 2024

| Vendor Name | Vendor No | Fund | 24 |
|---|---|---|---|
| ADVANCED WORKPLACE STRATEGIES INC | 4781 | 001 | 223.35 |
| BIG TEX TRAILER WORLD | 2643 | 001 | 0.00 |
| BLAIS & ASSOCIATES, LLC | 7612 | 001 | 4,850.00 |
| BLAISDELL'S BUSINESS PRODUCTS | 8271 | 001 | 1,079.44 |
| BUSINESS TELECOMMUNICATION | 6702 | 001 | 540.97 |
| CA. ST. BOARD OF EQUALIZATION | 3012 | 001 | 604.00 |
| CA. ST. EMPLOYMENT DEV. DEPT. | 985 | 001 | 101,419.92 |
| CA. ST. PUBLIC EMPLOYEES | 997 | 001 | 3,857.14 |
| | | 673 | 353,640.32 |
| | | 702 | 2,697.60 |
| CALDERON, SANDRA B | 4577 | 001 | 139.89 |
| | | 670 | 93.62 |
| CALIFORNIA LAW ENFORCE ASSN | 3780 | 675 | 1,152.00 |
| CALIFORNIA LAW ENFORCEMENT ASSOC | 6858 | 675 | 75.00 |
| CALIFORNIA WATER ENVIRONMENT | 4042 | 001 | 98.00 |
| | | 660 | 98.00 |
| | | 670 | 98.00 |
| | | 675 | 540.00 |
| | | 680 | 221.00 |
| CALIFORNIA, STATE OF | 992 | 001 | 4,842.00 |
| CANON FINANCIAL SERVICES, INC | 7078 | 001 | 2,053.52 |
| CAROLLO ENGINEERS | 5350 | 001 | 4,892.50 |
| CDW GOVERNMENT, INC | 4253 | 001 | 2,144.86 |
| CELL BUSINESS EQUIPMENT (CBE) | 7033 | 660 | 2,096.24 |
| CENTER ELECTRIC SERVICES, INC | 5307 | 660 | 1,590.07 |
| CHANDLER ASSET MANAGEMENT INC | 8471 | 660 | 2,041.91 |
| CICCS | 8578 | 660 | 1,068.19 |
| CINTAS  CORPORATION | 7061 | 001 | 342.72 |
| | | 002 | 133.68 |
| | | 101 | 559.63 |
| | | 660 | 79.12 |
| | | 661 | 490.27 |
| | | 673 | 750.38 |
| | | 681 | 197.62 |
| | | 683 | 248.75 |
| CITY OF BANNING (BNG) | 8274 | 101 | 197.57 |
| | | 661 | 185.89 |
| | | 673 | 197.57 |
| | | 683 | 383.20 |
| CORE & MAIN, LP | 7772 | 673 | 108.47 |

# Vendor By Fund May 2024

| Vendor Name | Vendor No | Fund | 24 |
|---|---|---|---|
| ADVANCED WORKPLACE STRATEGIES INC | 4781 | 001 | 223.35 |
| CORNERSTONE DEVELOPMENT CO. | 8000 | 101 | (41,920.00) |
| | | 683 | 41,920.00 |
| CORPORATION SERVICE COMPANY | 8102 | 101 | 55.00 |
| | | 683 | 34.00 |
| COUNSELING TEAM INTERNATIONAL, THE | 2232 | 101 | 325.00 |
| | | 683 | 700.00 |
| COUNTY OF RIVERSIDE DOEH | 1901 | 002 | 3,772.00 |
| | | 101 | 5,624.00 |
| | | 683 | 4,053.00 |
| CUMMINS SALES AND SERVICE | 4047 | 002 | 0.00 |
| | | 101 | 2,776.35 |
| CUSTOM TROPHIES & UNEEK AWARDS | 7774 | 002 | 184.79 |
| | | 101 | 0.00 |
| | | 683 | 469.79 |
| CYBERTIME NETWORK COMMUNICATIONS | 6189 | 101 | 699.00 |
| | | 683 | 1,900.00 |
| D&M JOB INC. | 7696 | 101 | 215.51 |
| | | 683 | 323.25 |
| DIAMOND ENVIRONMENTAL SERVICES | 6517 | 101 | 358.89 |
| DIAMOND HILLS CHEVROLET BUICK GMC | 7082 | 101 | (119.95) |
| | | 683 | 119.95 |
| DJ TONY | 8597 | 101 | 250.00 |
| DUNN, TERRY | 3204 | 101 | 1,500.00 |
| EAGLE AERIAL SOLUTIONS | 8263 | 101 | 26,936.00 |
| EIDE BAILLY LLP | 8531 | 101 | 0.00 |
| ENTERPRISE FM TRUST | 7536 | 002 | 442.06 |
| | | 101 | 661.46 |
| | | 680 | 1,785.81 |
| | | 683 | 3,771.74 |
| | | 700 | 20,490.62 |
| ESPITIA, ARTURO | 8520 | 700 | 250.00 |
| FIRST AMERICAN TITLE COMPANY | 8468 | 700 | 500.00 |
| FLYNN, SHERI | 7486 | 700 | 325.20 |
| FOX CINEMA IS DPLACE | 8265 | 700 | 2,500.00 |
| FRONTIER COMMUNICATIONS | 7053 | 700 | 4,051.17 |
| G & G ENVIRONMENTAL COMPLIANCE, INC | 5602 | 700 | 1,193.91 |
| GARDA CL WEST INC | 2589 | 001 | 1,232.92 |
| GAS COMPANY, THE | 1375 | 001 | 481.25 |
| | | 101 | 191.32 |

# Vendor By Fund May 2024

| Vendor Name | Vendor No | Fund | 24 |
|---|---|---|---|
| ADVANCED WORKPLACE STRATEGIES INC | 4781 | 001 | 223.35 |
| GAS COMPANY, THE | 1375 | 102 | 35.70 |
| | | 673 | 1,177.57 |
| | | 700 | 20.38 |
| | | 761 | 834.76 |
| GONZALEZ, GENE | 8570 | 673 | 394.00 |
| GRAINGER | 448 | 101 | 15.19 |
| | | 102 | 30.02 |
| | | 673 | 72.09 |
| | | 840 | 158.88 |
| H & L CHARTER CO, INC | 6308 | 660 | 0.00 |
| | | 673 | 0.00 |
| HAAKER EQUIPMENT COMPANY | 205 | 001 | 0.00 |
| | | 101 | 1,165.32 |
| HAZEN AND SAWYER | 6977 | 101 | 2,948.33 |
| | | 673 | 0.00 |
| | | 840 | 1,264.17 |
| HEMET VALLEY TOOL, INC | 7766 | 101 | 0.00 |
| | | 102 | 650.33 |
| | | 673 | 135.42 |
| HERNANDEZ, CARLA | 7557 | 101 | 70.00 |
| | | 840 | 910.00 |
| HOME DEPOT #8987 | 5365 | 101 | 220.32 |
| | | 102 | 327.46 |
| | | 673 | 131.18 |
| | | 840 | 158.17 |
| HUERTA JR., GILBERT | 7697 | 101 | 196.00 |
| | | 102 | 385.00 |
| I.B.E.W. LOCAL 47 | 1146 | 840 | 10,750.61 |
| I.B.E.W. LOCAL 47 (PAC) | 4086 | 101 | 40.00 |
| IBEW LOCAL 47 RETIREE MEDICAL TRUST | 5217 | 101 | 3,012.31 |
| | | 840 | 6,115.59 |
| IMEG CONSULTANTS CORP | 8667 | 101 | 3,812.50 |
| INFOSEND, INC | 6490 | 101 | 4,510.73 |
| | | 660 | 91.05 |
| | | 673 | 2,171.05 |
| | | 840 | 901.76 |
| INNOVATIVE FEDERAL STRATEGIES | 6624 | 840 | 4,500.00 |
| INTERNAL REVENUE SERVICE | 2484 | 101 | 269,428.04 |
| | | 673 | 150,233.40 |

# Vendor By Fund May 2024

| Vendor Name | Vendor No | Fund | 24 |
|---|---|---|---|
| ADVANCED WORKPLACE STRATEGIES INC | 4781 | 001 | 223.35 |
| INTERNAL REVENUE SERVICE | 2484 | 840 | 104,287.63 |
| JACKSON, DAVID | 6070 | 840 | 546.00 |
| JACKSON, JOHN H. | 7670 | 101 | 168.00 |
| JAUREGUI, ROBERTO | 7122 | 673 | 55.00 |
| JEWS, NICOLE | 8232 | 840 | 67.75 |
| KIMLEY-HORN AND ASSOCIATES, INC | 8101 | 101 | 0.00 |
| KOLLER, MARIE | 7103 | 840 | 23.10 |
| LINCOLN FINANCIAL GROUP | 8577 | 101 | 719.19 |
| | | 102 | (70.20) |
| | | 660 | 4,519.86 |
| | | 673 | 3,328.58 |
| | | 840 | 2,426.35 |
| LOPEZ, MARISOL | 8279 | 101 | 2,341.14 |
| LOS ANGELES TRUCK CENTERS | 3163 | 660 | 0.00 |
| LOZANO SMITH LLP | 7550 | 673 | 72.36 |
| MARIPOSA LANDSCAPES, INC | 8055 | 101 | 1,514.09 |
| | | 102 | 500.02 |
| | | 660 | 0.00 |
| | | 673 | 0.00 |
| | | 840 | 8,277.41 |
| MENDOZA, SAMUEL | 8340 | 840 | 192.00 |
| MICHAEL BAKER INTERNATIONAL, INC | 7379 | 101 | 5,980.00 |
| | | 660 | (2,990.00) |
| MISC VENDOR | 99001 | 101 | 120.22 |
| | | 102 | 234.07 |
| | | 660 | 241.01 |
| | | 673 | 345.29 |
| | | 680 | 115.63 |
| | | 702 | 2,996.60 |
| | | 840 | 619.66 |
| MITSUBISHI ELECTRIC & ELECTRONICS | 6402 | 702 | 353.87 |
| MORGAN, DEIDRA J | 7406 | 702 | 112.00 |
| N2W ENGINEERING, INC | 8001 | 702 | 46,639.63 |
| NIETO, FRANCISCO | 7563 | 702 | 3,694.68 |
| NOR-CAL PUMP & WELL DRILLING INC | 8600 | 702 | 1,164,331.68 |
| ONESOURCE DISTRIBUTORS | 5076 | 001 | 8,252.57 |
| ORACLE AMERICA INC | 8458 | 001 | 30,958.34 |
| O'REILLY AUTO PARTS | 4076 | 001 | 77.94 |
| | | 702 | 0.00 |

# Vendor By Fund May 2024

| Vendor Name | Vendor No | Fund | 24 |
|---|---|---|---|
| ADVANCED WORKPLACE STRATEGIES INC | 4781 | 001 | 223.35 |
| PACKHAM & TOOMEY, INC | 7787 | 001 | 260.00 |
| PARKHOUSE TIRE, INC. | 2487 | 001 | 2,037.47 |
| PARS | 5191 | 001 | 1,138.69 |
| PARTS AUTHORITY | 7789 | 001 | 3,353.09 |
| | | 201 | (64.88) |
| PAYPRO ADMINISTRATORS | 5752 | 001 | 115.00 |
| PLATT, JEFFREY | 8481 | 001 | 159.00 |
| POWER MONITORS, INC | 6636 | 001 | 0.00 |
| PRE-PAID LEGAL SERVICES, INC | 4411 | 001 | 339.82 |
| PRESS-ENTERPRISE, THE | 1295 | 001 | 893.79 |
| | | 200 | 126.17 |
| PUBLIC AGENCY RETIREMENT SERVICES | 5242 | 001 | 300.00 |
| PULVER, JODEANE V | 8168 | 001 | 329.00 |
| QUADIENT LEASING USA, INC | 6694 | 702 | 521.66 |
| RACEWAY FORD INC | 4759 | 702 | 406.67 |
| RECORD GAZETTE, THE | 1555 | 702 | 341.87 |
| RENE'S AQUATICS | 1366 | 702 | 2,825.00 |
| RICHARDS WATSON GERSHON | 7337 | 702 | 71,758.25 |
| RINCON CONSULTANTS, INC. | 8003 | 702 | 4,493.75 |
| RIV. CO. FIRE DEPARTMENT | 1643 | 702 | 902,865.20 |
| RIV. CO. HEALTH SVCS AGENCY | 2526 | 702 | 422.00 |
| RIV. CO. REGIONAL PARK & OPEN SPACE | 8521 | 702 | 381.00 |
| RIVERSIDE COUNTY SHERIFF-PSEC | 2938 | 702 | 4,865.29 |
| RIVERSIDE PUBLIC UTILITIES | 4433 | 702 | 1,423,175.90 |
| ROBERT HALF INTERNATIONAL | 5151 | 702 | 4,866.58 |
| ROBINSON, BRANDON A | 6532 | 702 | 335.49 |
| ROW TRAFFIC SAFETY, INC | 6730 | 702 | 284.04 |
| SAN BERNARDINO PUBLIC EMPLOYEES | 5998 | 702 | 2,813.51 |
| SATELLITE PHONE STORE | 8235 | 702 | 307.95 |
| SC FUELS | 7727 | 702 | 36,543.63 |
| SCA OF CA, LLC | 8231 | 702 | 10,080.00 |
| SCCI, INC DBA | 5336 | 001 | 250.00 |
| SCHULZE, DOUG | 7501 | 001 | 193.96 |
| SCPPA | 8626 | 001 | 0.00 |
| SGP DESIGN AND PRINT | 5901 | 001 | 269.38 |
| | | 700 | 536.60 |
| SHRED-IT USA, LLC | 6993 | 700 | 147.01 |
| SMART & FINAL | 1561 | 700 | 0.00 |
| | | 704 | 24.45 |

# Vendor By Fund May 2024

| Vendor Name | Vendor No | Fund | 24 |
|---|---|---|---|
| ADVANCED WORKPLACE STRATEGIES INC | 4781 | 001 | 223.35 |
| SOUTH COAST AIR QUALITY | 1370 | 001 | 323.62 |
| | | 660 | 485.43 |
| | | 704 | 1,192.43 |
| SOUTHERN CALIFORNIA EDISON | 1371 | 001 | 401.32 |
| | | 102 | 3,437.64 |
| SOUTHERN CALIFORNIA GAS CO | 1376 | 102 | 7,999.59 |
| STAPLES BUSINESS ADVANTAGE | 7084 | 102 | 1,990.80 |
| STATE OF CALIFORNIA DOJ | 4000 | 102 | 3,052.98 |
| SYSTEMS INTEGRATED | 7737 | 102 | 12,290.00 |
| TASC | 5885 | 001 | 3,049.20 |
| TEC EQUIPMENT, INC | 7997 | 001 | 0.00 |
| | | 702 | 404.06 |
| TELEPACIFIC COMMUNICATIONS | 6583 | 702 | 1,444.48 |
| TEXAS LIFE INSURANCE COMPANY | 8576 | 702 | 6,324.36 |
| TIME WARNER CABLE (086811201) | 8151 | 702 | 102.30 |
| TIME WARNER/CHARTER | 8150 | 702 | 496.48 |
| TOM BELL CHEVROLET | 416 | 702 | 881.70 |
| U.S. BANK | 3590 | 673 | 1,400,000.00 |
| | | 702 | 511,521.88 |
| UNDERGROUND SERVICE ALERT | 871 | 673 | 84.93 |
| | | 702 | 63.60 |
| UNITED WATER WORKS, INC | 6925 | 673 | 0.00 |
| URBAN FUTURES INCORPORATED | 4124 | 673 | 1,750.00 |
| VEOLIA WATER CONTRACT OPERATIONS US | 7007 | 673 | 73,434.00 |
| VERIZON WIRELESS SERVICES, LLC | 5369 | 001 | 623.21 |
| | | 670 | 3,602.33 |
| | | 673 | 1,256.25 |
| | | 702 | 4,722.24 |
| VIGILANT LLC | 8631 | 001 | 8,351.17 |
| VIRTUAL PROJECT MANAGER, LLC | 7885 | 001 | 500.10 |
| | | 100 | 250.00 |
| | | 670 | 249.90 |
| VISION SECURITY SYSTEMS | 6143 | 001 | 850.44 |
| | | 100 | 0.00 |
| VISTA PAINT | 1890 | 001 | 455.45 |
| VULCAN MATERIALS | 6650 | 001 | 2,706.56 |
| WALKER, LORRAINE | 8449 | 001 | 250.00 |
| WALLACE, COLLEEN | 7576 | 001 | 176.03 |
| WASTE MANAGEMENT 0F THE IE | 1437 | 001 | 67.94 |

# Vendor By Fund May 2024

| Vendor Name | Vendor No | Fund | 24 |
|---|---|---|---|
| ADVANCED WORKPLACE STRATEGIES INC | 4781 | 001 | 223.35 |
| WELLS FARGO BANK | 2256 | 100 | 1,248,368.50 |
| | | 670 | 676,632.86 |
| | 4228 | 001 | 300.00 |
| | | 670 | 300.00 |
| WEST & ASSOCIATES ENGINEERING, INC | 8018 | 001 | 6,250.00 |
| WESTERN WATER WORKS SUPPLY CO | 464 | 001 | 14,506.06 |
| WESTRUX INTERNATIONAL INC | 143 | 001 | 255.62 |
| WHITE CAP LP | 2836 | 690 | 0.00 |
| WILLDAN ENGINEERING | 6184 | 001 | 65.00 |
| WILLIAMS SCOTSMAN, INC | 1357 | 001 | 1,611.94 |
| WITTMAN ENTERPRISES, LLC | 8022 | 001 | 3,720.00 |
| RED HAWK SERVICES | 7290 | 702 | 0.00 |
| EMPOWER ANNUITY INSURANCE COMPANY | 8702 | 002 | 2,010.00 |
| | | 101 | 19,843.40 |
| | | 683 | 75,649.72 |
| AED ENERGY SERVICES LLC | 8694 | 001 | 9,030.00 |
| LAND ENGINEERING CONSULTANTS, INC | 6632 | 101 | 13,000.00 |
| PALACIOS LAW OFFICE | 8438 | 001 | 0.00 |
| SERVIAM BY WRIGHT LLP | 7131 | 001 | 2,975.07 |
| WILDLIFE CONTROL SERVICE INC | 7605 | 001 | 1,250.00 |
| BANNING UNIFIED SCHOOL DIST. | 2637 | 673 | 2,000.00 |
| BPS TACTICAL, INC | 5542 | 001 | 2,375.89 |
| BUDD-FALEN LAW OFFICES, LLC. | 7651 | 001 | 2,730.00 |
| CALIFORNIA ASSOC FOR LOCAL ECO DEV | 7540 | 670 | 800.00 |
| DOUGLAS, RYAN | 8734 | 683 | 504.00 |
| GENERAL DOOR SERVICE INC | 8740 | 101 | 8,766.96 |
| | | 840 | 0.00 |
| INTERNATIONAL CODE COUNCIL, INC | 1158 | 673 | 383.00 |
| JANUARY, JEREL | 6879 | 660 | 336.00 |
| SOUTHERN CALIFORNIA WEST COAST ELEC | 1377 | 102 | 15,901.25 |
| TETRA TECH INC. | 7297 | 702 | 0.00 |
| THOMPSON COBURN, LLP | 6895 | 702 | 0.00 |
| BURKE, WILLIAMS & SORENSON LLP | 3991 | 001 | 18,152.50 |
| CARLOS, MARIO | 8753 | 001 | 12.92 |
| HUERTA LOPEZ, TUNNIA A | 8736 | 673 | 315.00 |
| NORTH GLASS AND GLAZING SERVICE INC | 8583 | 702 | 350.00 |
| STOCKMAN, JULIA | 8735 | 102 | 210.00 |
| AGENTS OF DISCOVERY | 8741 | 001 | 11,300.00 |
| AVILA, JOSE | 8771 | 673 | 20.00 |

# Vendor By Fund May 2024

| Vendor Name | Vendor No | Fund | 24 |
|---|---|---|---|
| ADVANCED WORKPLACE STRATEGIES INC | 4781 | 001 | 223.35 |
| BENAVIDES, SUSIE | 8773 | 001 | 250.00 |
| CITY OF BANNING ELECTRIC UTILITY | 8764 | 683 | 16,046.84 |
| CITY OF BANNING UTILITIES OPV | 7992 | 661 | 312.43 |
| | | 673 | 414.43 |
| CORE-ROSION PRODUCTS | 5735 | 661 | 0.00 |
| DIAZ, GABRIEL | 8770 | 683 | 2,495.00 |
| GERARD DANIEL WORLDWIDE | 8767 | 102 | 0.00 |
| PLACER LABS INC | 8755 | 001 | 16,900.00 |
| R&R ROOFING & WATERPROOFING INC | 8747 | 702 | 0.00 |
| SERVPRO OF CHINO/CHINO HILLS | 8752 | 001 | 0.00 |
| SOUTHERN CALIFORNIA MOUNTAINS FOUND | 8765 | 102 | 0.00 |
| TOLAR MANUFACTURING CO, INC | 6409 | 702 | 0.00 |
| Grand Total | | | 9,504,725.47 |

# CITY OF BANNING
# STAFF REPORT

**TO:** **CITY COUNCIL**

**FROM:** **Douglas Schulze, City Manager**

**PREPARED BY:** **Laurie Sampson, Assistant City Manager**
**Derek Thesier, Acting Chief of Police**

**MEETING DATE:** **June 25, 2024**

**SUBJECT:** **Receive and File Police Department Statistics for the Month of May 2024**

---

**RECOMMENDATION:**

Receive and file.

**BACKGROUND:**

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

**JUSTIFICATION:**

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

**FISCAL IMPACT:**

None

**ALTERNATIVES:**

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

**ATTACHMENTS:**

1. Police Statistics May 2024.pdf

# BANNING POLICE DEPARTMENT
## MAY, 2024

| CRIME | May-24 | May-23 | % CHGE | YTD-24 | YTD-23 | % CHGE |
|---|---|---|---|---|---|---|
| PART 1 CRIMES | | | | | | |
| Homicide | 2 | 1 | 100% | 3 | 1 | 200% |
| Rape | 1 | 1 | 0% | 3 | 1 | 200% |
| Robbery | 0 | 2 | -100% | 1 | 2 | -50% |
| Assaults Agg/Simp | 18 | 10 | 80% | 41 | 10 | 310% |
| Burglary | 2 | 9 | -78% | 36 | 9 | 300% |
| Vehicle Theft | 2 | 9 | -78% | 13 | 9 | 44% |
| Larceny | 10 | 15 | -33% | 39 | 15 | 160% |
| OTHER | | | | | 0 | |
| Narcotics | 2 | 10 | -80% | 26 | 10 | 160% |
| DUI | 2 | 2 | 0% | 5 | 2 | 150% |
| T/C Non-Injury | 4 | 12 | -67% | 41 | 12 | 242% |
| T/C Injury | 4 | 5 | -20% | 12 | 5 | 140% |
| T/C Fatal | 0 | 0 | 0% | 0 | 0 | 0% |
| Citations | 115 | 56 | 105% | 306 | 56 | 446% |
| Total Incidents | 3172 | 2852 | 11% | 3172 | 2852 | 11% |

**CITY OF BANNING**
**STAFF REPORT**

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Douglas Schulze, City Manager** |
| **PREPARED BY:** | **Laurie Sampson, Assistant City Manager**<br>**Todd Hopkins, CALFIRE Division Chief** |
| **MEETING DATE:** | **June 25, 2024** |
| **SUBJECT:** | **Receive and File Fire Protection Services Statistics for the Month of May 2024** |

---

**RECOMMENDATION:**

Receive and file.

**BACKGROUND:**

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

**JUSTIFICATION:**

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

**FISCAL IMPACT:**

None

**ALTERNATIVES:**

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

**ATTACHMENTS:**

1. Fire Statistics May 2024.pdf

# Riverside County Fire Department/ CAL FIRE

**Jurisdiction Summary for City of Banning**

**Bill Weiser**

**Fire Chief**

## 5/1/2024 to 5/31/2024

## Incident Response Activity

***At least 1 Resource Dispatched**

| Incident Type | # |
|---|---|
| Com Fire | 1 |
| False Alarm | 20 |
| Medical | 376 |
| Other Fire | 8 |
| Other Misc | 3 |
| Public Service Assist | 33 |
| Res Fire | 2 |
| Ringing Alarm | 1 |
| Standby | 2 |
| Traffic Collision | 12 |
| Vehicle Fire | 3 |
| Wildland Fire | 10 |
| **Incident Total** | **471** |

## Average Enroute to On-Scene Time

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

<5 Minutes: 228

+5 Minutes: 109

+10 Minutes: 7

+20 Minutes: 2

Average Min: 4.65

% 0 to 5 Min: 65.90

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

## Transport

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

| | |
|---|---|
| | 0 |
| **Total:** | **0** |

## Mutual Aid

***Unit responses**

### Jurisdiction Units Responses

| | |
|---|---|
| Engine | 388 |
| **Total:** | **388** |

### Mutual Aid Given

| | |
|---|---|
| Engine | 228 |
| **Total:** | **228** |

### Mutual Aid Received

| | |
|---|---|
| | 22 |
| Breathing Support | 1 |
| Brush | 5 |
| Chief | 15 |
| Engine | 174 |
| Patrol | 11 |
| PIO | 2 |
| Squad | 39 |
| Truck/Quint | 7 |
| **Total:** | **276** |

# Truck Report

MRFT1 recorded 7 responses in City of Banning from 5/1/2024 1:40:10 PM to 5/31/2024 1:40:10 PM

# Significant Incidents

| | |
|---|---|
| 24CARRU071816<br>5/13/2024 5:33:00PM | CAL Fire/Riverside County Firefighters responded to a reported house fire at the above location. The first arriving Engine reported a single story home with fire visible. Additionally, the fire was threatening multiple additional home on the street. Firefighters were able to contain the fire to the home of origin. Fire personnel were also able to rescue multiple family dogs during the active portion of the incident. Three adults are being assisted by the Red Cross and one dog did perish during the fire. There were no injuries and the cause of the fire remains undetermined at the time of this report. |
| 24CARRU078253<br>5/25/2024 6:42:00PM | CAL FIRE/Riverside County Fire Department responded to a reported smoke in the area. Once fire department personnel arrived in the area the address was investigated and it was determined that a fire had started exterior by material that was against the building. Fire department personnel checked the building for any possible extension in the building. A portion of the outside of the building was damaged from the fire. Banning building and safety will need to follow up with the building. |

**CITY OF BANNING**
**STAFF REPORT**

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Douglas Schulze, City Manager** |
| **PREPARED BY:** | **Art Vela, Public Works Director** |
| **MEETING DATE:** | **June 25, 2024** |
| **SUBJECT:** | **Public Works Capital Improvement Project Tracking List** |

---

**RECOMMENDATION:**

Receive and file.

**BACKGROUND:**

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

**JUSTIFICATION:**

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

**FISCAL IMPACT:**

Not applicable.

**ALTERNATIVES:**

Not applicable.

**ATTACHMENTS:**

1. CIP Tracking Update 6.14.24.pdf

# PUBLIC WORKS CAPITAL IMPROVEMENT PROJECTS (CIP) TRACKING SHEET

| Category | Project # | Project Name | Phase | % Completed | Tasks Completed | Current Tasks | Future Tasks | Tentative Completion Date | Project Budget |
|---|---|---|---|---|---|---|---|---|---|
| Streets | 2023-17 | Hargrave Grade Separation | PA&ED | 0% | FAR Grant Application | FAR Agreement. Preparation of RFP for environment/design services | Bidding for environmental/design services | 12/30/27 | $ 5,000,000 |
| Streets | 2024-01 | Citywide Street Overlay | Construction | 0% | Bids received; Contract awarded by CC | Execute construction contract; Issue purchasing order (PO) | Preconstruction meeting; Start construction | | $ 1,513,000 |
| - | | Highland Springs Avenue Interchange | PA&ED | 33% | Highway Safety Manaul segmentation existing condition; aerial topo mapping; traffic volume report; Environmental Purpose/Need Statement; Air/Noise memos; VMT Methodology Memo; DDI Exclusion Memo; ROW Data Sheets; | Geometric development; utility agency data collection; Traffic Operations Analysis Report; Enviro. Technical Reports; | Design Standard Risk Assessment; Value Analysis Report; Geometric Approval Document; R/W Data Sheets; Transp. Management Plan | 8/1/25 | $ 2,900,000 |
| Streets | 2020-04 | Sun Lakes Blvd Extension | CEQA, PS&E | 60% | Council has approved a redesign in order to comply with Kinder Morgan's requirements. | Revise Street Alignment and Update Storm Drain Layout. Kinder Morgan reimbursement agreement. Updating Sediment Transport Analysis; Revise Environmental Documentation | Resubmit environmental documentation; review 95% plans; obtain updated construction cost estimate | 12/1/24 | $ 1,248,026 |
| Streets | - | Traffic Signalization of 8th Street/I-10 Interchange | Design/Permits | 90% | Design well underway. Submittal of encroachment permit application to Caltrans. Caltrans approval on TOAR and concepts. | Design drawings have been resubmitted to Caltrans and awaiting a response. | Resubmitted to Caltrans if needed. Caltrans encroachment permit issuance. Property acquisition (private party task) | 12/1/24 | $ 1,081,000 |
| Streets | 2022-05 | HSIP Cycle 10 Omar/Ramsey Intersection Improvements | Design | 95% | Project Approved for Funding by the State. Proposal solicitation. Contract award. | Plans Approved for Construction | Take project Out to Bid | 12/1/24 | $ 59,698 |
| Streets | 2023-04 | HSIP Cycle 10 Ramsey Street Pedestrian Safety Improvements | Design | 95% | Project Approved for Funding by the State. Project Awarded. | STC to submit Final Plans, Cost Estimate and Specifications for Signatures | Take Project Out to Bid | 12/1/24 | $ 64,780 |
| Streets | 2023-09 | HSIP Upgrade 17 Traffic Signals Hardware | PS&E | 5% | Project approved for funding by Caltrans | Reviewing Bids | Award Contract | 12/1/24 | $ 433,900 |
| Streets | 2023-10 | HSIP Pedestrian Crossings Upgrades at 19 Intersection | PS&E | 2% | Project approved for funding by Caltrans | Working on RFP | Send to purchasing for advertizing | 12/1/24 | $ 585,000 |
| Streets | 2023-11 | HSIP Wilson St & 12 St Intersection Upgrade | PS&E | 2% | Project approved for funding by Caltrans | Working on RFP | Send to purchasing for advertizing | 12/1/24 | $ 277,000 |
| Streets | 2023-05 | San Gorgonio/UPRR Pedestrian Crossing | Design | 60% | Amendment 2 CC Approval. 65% Plans complete | Revision of 60% Plans per UPRR/Caltrans Guidance | 90% Plans Submittal | 12/1/24 | $ 230,000 |
| Facility | 2021-06 | CNG Station | Design-Build | 10% | Approval of Site Plan | Review of 30% drawings | Approval of 30% and commencement of 60% drawings. Negotiations for adding 2nd | 1/31/25 | $ 3,900,000 |
| Water | 2018-02W-2 | New Domestic Water Well C8 (Phase 2: Well Equipping and Site Development) | Design | 90% | Survey and preliminary drawings completed. Water Model Update. | Review of 90% plans and specs. | Complete bid package and bid projecrt | 9/1/24 | $ 859,683 |
| Wastewater | 2022-01WW | Wastewater Treatment Plant and Recycled Water Improvments | Planning/Design/Bid | 20% | RFQ complete; 3 vendors shortlisted | Finalizing RFP | Discuss funding with City Council; Advertise RFP | 12/1/24 | $ 1,576,432 |
| Wastewater | 2020-08WW | WWTP Equalization Basin | Design/CEQA | 60% | City Council has approved a redesign related to value engineering. Re-design has been kicked off. Confirming with vendors on applications of liner materials | 60% designreview in progress. | Submitall of 90% drawings | 9/1/24 | $ 362,866 |
| Water | 2023-02W | Barbour Water Line Replacement | Design | 90% | City Review of Alignmnent and Profile | Final Review of 100% Plans, Cost Estimate ans Specifications | Complete bid package and bid projecrt | 6/30/24 | $ 111,521 |
| Water | 2023-15 | Ramsey Street Water Line | Design | 60% | Contract awarded and kick off meeting held. | 60% Plans for Phase 1 Review and omments sent to Rick Engineering | 90% design submittal | 8/30/24 | $ 250,000 |
| Water | 2022-07W | Well M12A (Phase I Pilot well drilling and testing) | Construction | 50% | Conductor casing installed; commenced drilling of pilot borehole and reached depth of 1,003 feet; began airlifting and taking water samples. Completed well design. | Well testing and development continues. Review of 90% drawings for Phase II. | Mechanical well development; pumping and surging; well testing; well disinfection and demobilization. Approval of Phase II drawings. | 2/1/25 | $ 2,254,005 |
| Water | 2017-15W | Water Main Replacement Location 3 | Design | 80% | Original Design Completed. | LEC Working on 100% Plans | Complete bid package and bid projecrt | 7/1/24 | $ 20,000 |
| Recycled Water | 2024-1RW | Charles Street and Lincoln Street Booster Station and Reservoirs | Construction | 5% | Project has been advertised for bids | Construction Management and Inspection Services RFP due 6/4. Construction Bids due 6/27 | Bid opening, review of bids, award construction contract | 2/1/26 | |
| Facility | 2023-16 | Opportunity Village Sound Wall | Design | 15% | Project kicked off. | Surveying and utility research. Soundwall material research | Prepare and submit 30% design. | 9/1/24 | $ 103,486 |
| Facility | 2023-14 | Dump Site Electronic Gate | Construction | 5% | Bid Docs | Contract Awarded | Kick Off Meeting/Start Construction | 12/1/24 | $ 113,538 |
| Facility | 2023-06 | Lions Park Non-Potable Water Conversion | Design | 5% | Project Awarded. Kick Off Meeting. Surveying and utility research | Preliminary design; 30% Design Submittal | 30% design approval; 60% Design Submittal. | 12/1/24 | $ 98,500 |

**CITY OF BANNING**
**STAFF REPORT**

**TO:** **CITY COUNCIL**

**FROM:** **Douglas Schulze, City Manager**

**PREPARED BY:** **Kristine Gutierrez, Community Development Operations Manager**

**MEETING DATE:** **June 25, 2024**

**SUBJECT:** **Receive and File Code Enforcement Update and Statistics for the Months of April & May 2024**

---

**RECOMMENDATION:**

Receive and file.

**BACKGROUND:**

The City's Code Enforcement Division ("Code") is responsible for enforcement of the City's Municipal Code. The Code Enforcement Division staff is currently managing over **1,142 investigated cases YTD**. In addition to the typical code enforcement duties and responsibilities (e.g., unsafe buildings, unpermitted land use, no business license, construction without permit, and unregistered food vendors) Code Enforcement is also responsible for compliance with weed abatement. This Program includes patrol, investigation, noticing, enforcement, and remediation of over 650 vacant lots. .

| Code Enforcement Statistics for May 2024 | **MONTH** | **YEAR-TO-DATE (YTD)** |
|---|---|---|
| Cases Investigated | 90 | 1142 |
| Cases Closed | 43 | 456 |
| All Open Cases | 47 | 686 |
| Citations Paid | $0.00 | $4,565.16 |
| Notices to Abate | 3 | 63 |
| Red Tagged Properties | 0 | 7 |
| Apply or Release Lien/Pendency | 0 | 8 |
| Civic Plus Inquiries | 14 | 435 |
| Public Records Request | 9 | 57 |

| Code Enforcement Statistics for April 2024 | **MONTH** | **YEAR-TO-DATE (YTD)** |
|---|---|---|
| Cases Investigated | 118 | 1052 |
| Cases Closed | 71 | 413 |
| All Open Cases | 41 | 639 |
| Citations Paid | 1158.46 | $4,565.16 |
| Notices to Abate | 8 | 60 |

| | | |
|---|---|---|
| Red Tagged Properties | 1 | 7 |
| Apply or Release Lien/Pendency | 1 | 8 |
| Civic Plus Inquiries | 15 | 421 |
| Public Records Request | 15 | 48 |

**JUSTIFICATION:**

Monthly activity reports provided for informational purposes.

**FISCAL IMPACT:**

Not applicable.

**ALTERNATIVES:**

None

**CITY OF BANNING**
**STAFF REPORT**

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Douglas Schulze, City Manager** |
| **PREPARED BY:** | **Laurie Sampson, Assistant City Manager**<br>**Doug Schulze, City Manager** |
| **MEETING DATE:** | **June 25, 2024** |
| **SUBJECT:** | **Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports** |

---

**RECOMMENDATION:**

Receive and file.

**BACKGROUND:**

Per Purchasing Policy B-30, 3-105(5), written notification by the Purchasing Officer of all City Manager approved contracts will be provided quarterly to the City Council for review, and 16-107(3), The City Manager, or his designated representative, shall make a monthly written report to the City Council as to all Change Orders approved by the City Manager during the month, and of all possible future Change Orders that may appear probable prior to the next monthly report. At a minimum, the City Manager shall provide the Council with the name and nature of the contract, all Change Orders approved during that month, the reason for the Change Orders, the cumulative amount of the Change Orders for that contract, and any additional information the Council requests.

**JUSTIFICATION:**

While the policy requires contracts signed under the City Manager's signature authority be submitted to City Council on a quarterly basis, it is staff's intent to submit these reports on a monthly basis to provide continuity with other monthly reports submitted to Council.

**FISCAL IMPACT:**

None

**ALTERNATIVES:**

Failure to provide this report to the City Council would result in the City being out of compliance with Purchasing Policy B-30,3-105(5).

**ATTACHMENTS:**

1. CM Contracts Spreadsheet - May 2024

# Contracts Approved Within City Manager Signature Authority

| FOR MONTH OF MAY 2024 | | | | | |
|---|---|---|---|---|---|
| City Manager Approval Date | Vendor Name | Description of Item/Service | Contact Award Total | Department/ Division | Comments |
| 5/1/2024 | Statewide Towing and Recovery, Inc. | Towing Agreement | - | Police Dept | |
| 5/6/2024 | Tetra Tech, Inc. | Green Gas Emission Report (ARB ID 3025) Verification Services | 6,000.00 | Electric | |
| 5/10/2024 | Renes Aquatics | Shallow Water Lifeguard Recertification Course | 1,200.00 | Parks & Rec | |
| 5/13/2024 | Independent Review Investigations | As- Needed Investigations | 60,000.00 | Police Dept | B-30 Sec 3-105 (6) - Exception |
| 5/13/2024 | RedHawk Services, Inc. | Dump Site Automatic Gate | 103,216.48 | Engineering | CUPCCAA |
| 5/13/2024 | Palacios Law | As- Needed Code Endorsement Hearings | 10,000.00 | Code Enforcement | |
| 5/14/2024 | Trinity County Pump | C-3 Booster Repair | 39,917.33 | Water | CUPCCAA |
| 5/24/2024 | Hazen and Sawyer | WWTP Chromium 6 Treatment and Compliance Technical Memo Updates | 25,000.00 | WasteWater | |
| 5/30/2024 | LeadsOnLine | Cellhawk Cell Phone Mapping & Analysis System 2024-2027 | 16,460.00 | Police Dept | |

| Change Orders Approved Within City Manager Signature Authority | | | | | |
|---|---|---|---|---|---|
| FOR MONTH OF MAY 2024 | | | | | |
| Date | Vendor Name | Description of Item/Service | Contact Award Total | Change Order | Comments |
| None | | | | | |

| INVENTORY PURCHASES OVER $25K | | | | |
|---|---|---|---|---|
| MAY 2024 | | | | |
| **Date** | **Vendor Name** | **Description of Item/Service** | **Purchase Amount** | **Department** |
| 5/8/2024 | Zenner Performance Meters | New Meters for Tri Pointe & Crestwood | $ 45,000.00 | Water |

**CITY OF BANNING**
**STAFF REPORT**

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Douglas Schulze, City Manager** |
| **PREPARED BY:** | **Laurie Sampson, Assistant City Manager**<br>**Doug Schulze, City Manager** |
| **MEETING DATE:** | **June 25, 2024** |
| **SUBJECT:** | **City Council Travel and Conference Expense Report Year to Date May 31, 2024** |

---

**RECOMMENDATION:**

Receive and file.

**BACKGROUND:**

The City Council attends many events, conferences, and training sessions while serving the City of Banning. The rules for these events and expenses are enforced by the Reimbursement Policy for Elected and Appointed Officials as well as by Policy E-3 Travel and Meeting Policy.

**JUSTIFICATION:**

As part of the Reimbursements Policy for Elected and Appointed Officials each official must briefly report on outside meetings, and all City reimbursement expenditures are subject to disclosure under the Public Records Act and other applicable laws. This monthly report will enable the City to comply with this requirement.

**FISCAL IMPACT:**

All expenditures under this category are from account 001-1000-411.23-05. As of May 31, 2024, the total charged to this account is $29,707.94.

**ALTERNATIVES:**

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

**ATTACHMENTS:**

1. City Council Travel May 31, 2024.pdf

**CITY COUNCIL TRAVEL AND CONFERENCE BUDGET FY2023-2024**

**ACCOUNT 001-1000-411.23-05**

**AS OF MAY 31, 2024**

| | | | |
|---|---|---|---|
| BUDGET | | $ | 28,000.00 |
| TRANSFER | 3/18/2024 | $ | 3,500.00 |
| | TOTAL | $ | 31,500.00 |
| | | | |
| WALLACE | | $ | 10,326.40 |
| SANCHEZ | | $ | 4,547.71 |
| MINJARES | | $ | 2,614.88 |
| GONZALES | | $ | 2,937.21 |
| FLYNN | | $ | 9,161.74 |
| HAPPE | | $ | 120.00 |
| | | | |
| | TOTAL | $ | 29,707.94 |
| | | | |
| BALANCE AVAILABLE | | $ | 1,792.06 |

TRAVEL AND CONFERENCE FY 2023-2024

WALLACE C00013

| Date | Event | Amount |
|---|---|---|
| 7/12/2023 | Cal Cities Annual Conference/Registration | $650.00 |
| 7/14/2023 | Beaumont Chamber Breakfast | $30.00 |
| 7/19/2023 | Banning Sunrise Breakfast | $25.63 |
| 7/26/2023 | Cal Cities-Riverside Division | $40.00 |
| 8/1/2023 | Riverside County Women's Leadership Conference | $100.00 |
| 8/7/2023 | Inland Empire Chamber Event | $10.00 |
| 8/7/2023 | Banning Sunrise Breakfast | $25.63 |
| 8/16/2023 | Banning Sunrise Breakfast | $25.00 |
| 8/17/2023 | The Exchange/Cal Cities Annual Conference/Hotel | $1,386.42 |
| 8/24/2023 | NCAP 2023 Conference/ Meals | $56.63 |
| 8/24/2023 | August Mileage | $41.53 |
| 9/5/2023 | City of Beaumont State of the City | $75.00 |
| 9/6/2023 | Economic Horizon 2023 | $125.00 |
| 9/14/2023 | Cal Cities Annual Conference/Meals | $191.50 |
| 9/20/2023 | Cal Cities Annual Conference Riverside Division Lunch | $50.00 |
| 9/25/2023 | Cal Cities Annual Conference/Mileage | $302.40 |
| 9/25/2023 | Carol's Kitchen Silver Jubliee | $77.40 |
| 9/25/2023 | September Mileage | $215.36 |
| 9/27/2023 | Cal Cities Annual Conference Balance of Mileage | $310.55 |
| 9/27/2023 | City of San JacintoState of the City | $69.00 |
| 10/20/2023 | October Mileage | $185.63 |
| 10/26/2023 | Cal Cities Academy/Registration | $675.00 |
| 11/3/2023 | City of Hemet State of the City | $55.00 |
| 11/15/2023 | Banning Sunrise Breakfast | $25.00 |
| 11/15/2023 | League Leaders Summit/ Meals | $46.50 |
| 11/30/2023 | November Mileage | $65.10 |
| 12/1/2023 | League Leaders/ Parking | $80.00 |
| 12/1/2023 | League Leaders/ Mileage | $98.44 |
| 12/6/2024 | Banning Sunrise Breakfast | $25.00 |
| 1/2/2024 | Bank & Finance Conference | $125.00 |
| 1/2/2024 | Cal Cities-Riverside Division | $45.00 |
| 1/9/2024 | State of the District/District 5 | $100.00 |
| 1/19/2024 | Beaumont Chamber Citizen of the Year | $75.00 |
| 1/22/2024 | Cal Cities Riverside/San Bernardino Dual Division Meeting | $45.00 |
| 1/22/2024 | Riverside County Office of Education | $45.00 |
| 1/24/2023 | Cal Cities Academy/Monterey Plaza Hotel | $1,024.32 |
| 1/31/2024 | Cal Cities Academy/Meals and Fuel | $358.52 |
| 1/31/2024 | Cal Cities Academy/Monterrey Plaza Parking | $132.91 |

| | | |
|---|---|---|
| 1/31/2024 | Cal Cities Academy/Car Rental | $276.60 |
| 1/31/2024 | January Mileage | $124.55 |
| 2/1/2024 | February Mileage | $81.87 |
| 2/1/2024 | Cal Cities- Riverside Division | $45.00 |
| 2/7/2024 | Women's I-10 Economic Forum | $45.00 |
| 2/7/2024 | Women's I-10 Economic Forum/Refund for overcharge | $(45.00) |
| 3/1/2024 | Cal Cities Committee/Burbank/Hotel | $212.23 |
| 3/1/2024 | Cal Cities Leadership Summit/Registration | $650.00 |
| 3/1/2024 | Cal Cities Leadership Summit/Meals | $196.50 |
| 3/12/2024 | Banning Sunrise Breakfast | $25.00 |
| 3/21/2024 | Cal Cities Committee/Meals | $66.75 |
| 3/18/2021 | City of Perris State of the City | $50.00 |
| 3/31/2024 | March Mileage | $236.85 |
| 4/1/2024 | MSJC State of the College | $85.66 |
| 4/11/2024 | Cal Cities Riverside Division | $65.00 |
| 4/16/2024 | Cal Cities Leadership Summit/Fuel | $215.71 |
| 4/17/2024 | Banning Sunrise Breakfast | $25.00 |
| 4/30/2024 | Cal Cities Leadership Summit /Car Rental | $262.71 |
| 5/2/2024 | SCAG Conference/Meals | $43.50 |
| 5/30/2024 | Cal Cities Annual Conference Registration | $650.00 |
| | | |
| | Total Expenses | $10,326.40 |

TRAVEL AND CONFERENCE EXPENSES

SANCHEZ C00016

| Date | Event | Amount |
|---|---|---|
| 7/12/2023 | Cal Cities Annual Conference/Registration | $ 650.00 |
| 7/21/2023 | Banning Sunrise Breakfast | $ 25.63 |
| 7/26/2023 | Cal Cities- Riverside Division | $ 40.00 |
| 8/1/2023 | Cal Cities Annual Conference/Airfare | $ 302.40 |
| 8/17/2023 | The Exchange/Cal Cities Annual Conference/Hotel | $ 1,386.42 |
| 9/5/2023 | City of Beaumont State of the City | $ 75.00 |
| 9/14/2023 | Cal Cities Annual Conference/Meals | $ 191.50 |
| 9/20/2023 | Cal Cities Annual Conference Riverside Division Lunch | $ 50.00 |
| 10/26/2023 | Cal Cities Academy/Registration | $ 675.00 |
| 11/6/2023 | Banning Sunrise Breakfast | $ 25.00 |
| 11/6/2023 | Cal Cities Academy/Monterey Plaza Hotel | $ 1,024.32 |
| 11/17/2023 | The Exchange/Cal Cities Annual Conference/Hotel | $ (135.00) |
| 11/30/2023 | Washington DC/Airfare | $ 564.15 |
| 12/4/2023 | YOTEL Hotel Washington DC | $ 509.52 |
| 12/6/2023 | Nina Way/ Meals Washington DC | $ 52.12 |
| 12/6/2023 | Yotel/Meals, Washington DC | $ 35.97 |
| 12/18/2023 | Cal Cities Academy/Cancellation Refund | $ (600.00) |
| 12/27/2023 | Cal Cities Academy/Monterey Plaza Cancellation | $ (1,024.32) |
| 3/18/2024 | City of Perris State of the City | $ 50.00 |
| 5/30/2024 | Cal Cities Annual Conferene Registration | $ 650.00 |
| | | |
| | Total Expenses | **$ 4,547.71** |

TRAVEL AND CONFERENCE EXPENSES

MINJARES C00018

| Date | Event | Amount |
|---|---|---|
| 7/12/2023 | Cal Cities Annual Conference/Registration | $ 650.00 |
| 7/14/2023 | Beaumont Chamber Breakfast | $ 30.00 |
| 7/26/2023 | Cal Cities- Riverside Division | $ 40.00 |
| 8/1/2023 | Cal Cities Annual Conference/Airfare | $ 191.96 |
| 8/1/2023 | Dragonfly Gala 2023 | $ 60.00 |
| 8/17/2023 | The Exchange/Cal Cities Annual Conference/Hotel | $ 1,386.42 |
| 9/5/2023 | City of Beaumont State of the City | $ 75.00 |
| 9/14/2023 | Cal Cities Annual Conference/Meals | $ 191.50 |
| 9/20/2023 | Cal Cities Annual Conference Riverside Division Lunch | $ 50.00 |
| 10/26/2023 | Cal Cities Academy/ Registration | $ 675.00 |
| 11/6/2024 | Cal Cities Academy /Monterey Plaza Hotel | $ 1,024.32 |
| 11/17/2023 | The Exchange/Cal Cities Annual Conference/Hotel | $ (135.00) |
| 12/18/2023 | Cal Cities Academy Cancellation | $ (600.00) |
| 1/23/2024 | Cal Cities Academy/Monterey Plaza Cancellation | $ (1,024.32) |
| | | |
| | Total | **$ 2,614.88** |

TRAVEL AND CONFERENCE EXPENSES

GONZALES C00019

| Date | Event | Amount |
|---|---|---|
| 7/12/2023 | Cal Cities Annual Conference/Registration | $ 650.00 |
| 7/26/2023 | Cal Cities-Riverside Division | $ 40.00 |
| 8/1/2023 | Cal Cities Annual Conference/Airfare | $ 264.96 |
| 8/17/2023 | The Exchange/Cal Cities Annual Conference/Hotel | $ 1,386.42 |
| 9/5/2023 | MSJC Hall of Fame Dinner | $ 77.86 |
| 9/14/2023 | Cal Cities Annual Conference/Meals | $ 191.50 |
| 9/20/2023 | Cal Cities Annual Conference Riverside Division Lunch | $ 50.00 |
| 9/25/2023 | September Mileage | $ 41.27 |
| 9/25/2023 | Carol's Kitchen Silver Jubliee | $ 77.39 |
| 10/19/2023 | City of Yucaipa State of the City | $ 50.80 |
| 10/31/2023 | October Mileage | $ 85.81 |
| 10/26/2023 | Cal Cities Academy/Registration | $ 675.00 |
| 11/3/2023 | City of Hemet State of the City | $ 55.00 |
| 11/6/2023 | Cal Cities Academy /Monterey Plaza Hotel | $ 1,024.32 |
| 11/17/2023 | The Exchange/Cal Cities Annual Conference/Hotel | $ (135.00) |
| 11/30/2023 | November Mileage | $ 26.20 |
| 12/18/2023 | Cal Cities Academy Cancellation | $ (600.00) |
| 12/27/2024 | Cal Cities Academy/Monterey Plaza Cancellation | $ (1,024.32) |
| | | |
| | Total | **$ 2,937.21** |

TRAVEL AND CONFERENCE EXPENSES

FLYNN C00020

| Date | Event | Amount |
|---|---|---|
| 7/12/2023 | Cal Cities Annual Conference/Registration | $ 650.00 |
| 7/26/2023 | Cal Cities-Riverside Division | $ 40.00 |
| 8/1/2023 | Cal Cities Annual Conference/Airfare | $ 264.60 |
| 8/8/2023 | Riverside County Women's Leadership Conference | $ 100.00 |
| 8/17/2023 | The Exchange/Cal Cities Annual Conference/Hotel | $ 1,386.42 |
| 9/5/2023 | City of Beaumont State of the City | $ 75.00 |
| 9/14/2023 | Cal Cities Annual Conference/Meals | $ 191.50 |
| 9/20/2023 | Cal Cities Annual Conference Riverside Division Lunch | $ 50.00 |
| 9/26/2023 | Carol's Kitchen Silver Jubilee | $ 77.55 |
| 9/27/2023 | Cal Cities Annual Conference/Airport Parking | $ 165.99 |
| 9/27/2023 | Cal Cities Annual Conference/Lyft (RideShare) | $ 88.76 |
| 9/27/2023 | Cal Cities Annual Conference/Tolls | $ 9.20 |
| 9/27/2023 | Cal Cities Annual Conference/Mileage to LAX | $ 138.86 |
| 9/27/2023 | Cal Cities Annual Conference/Luggage Fee | $ 60.00 |
| 9/27/2023 | Cal Cities Annual Conference/ 9/22 Meal Replacement | $ 16.00 |
| 9/27/2023 | City of San Jacinto State of the City | $ 69.00 |
| 10/18/2023 | Banning Sunrise Breakfast | $ 25.00 |
| 10/19/2023 | City of Yucaipa State of the City | $ 50.80 |
| 10/26/2023 | Cal Cities Academy/Registration | $ 675.00 |
| 10/29/2023 | Cal Cities Academy/Airfare | $ 347.40 |
| 10/31/2023 | October Mileage | $ 77.03 |
| 11/17/2023 | The Exchange/Cal Cities Annual Conference/Hotel | $ (135.00) |
| 12/31/2023 | December Mileage | $ 98.77 |
| 1/24/2023 | Cal Cities Academy /Monterey Plaza Hotel | $ 1,024.32 |
| 1/24/2024 | Cal Cities Academy/Incidentals | $ 354.29 |
| 2/23/2024 | Cal Cities Riverside/San Bernardino Dual Division Meeting | $ 45.00 |
| 2/27/2024 | Cal Cities Leadership Summit/Registration | $ 650.00 |
| 2/27/2024 | Cal Cities Leadership Summit/Hotel | $ 856.36 |
| 3/1/2024 | Cal Cities- Riverside Division | $ 45.00 |
| 4/11/2024 | Cal Cities -Riverside Division | $ 65.00 |
| 4/16/2024 | Cal Cities Leadership Summit/Travel | $ 624.69 |
| 5/20/2024 | SCAG Conference Alternate | $ 325.20 |
| 5/30/2024 | Cal Cities Annual Conference Registration | $ 650.00 |
| | | |
| | Total | **$ 9,161.74** |

TRAVEL AND CONFERENCE EXPENSES

HAPPE

| Date | Event | Amount |
|---|---|---|
| 3/1/2024 | Cal Cities-Riverside Division | $ 45.00 |
| 3/18/2024 | City of Perris State of the City | $ 50.00 |
| 3/19/2024 | Banning Sunrise Breakfast | $ 25.00 |
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| | | |
| | Total | **$ 120.00** |

**CITY OF BANNING**
**STAFF REPORT**

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Douglas Schulze, City Manager** |
| **PREPARED BY:** | **Barbara Mason, Purchasing Manager**<br>**Lincoln Bogard, Administrative Services Director** |
| **MEETING DATE:** | **June 25, 2024** |
| **SUBJECT:** | **Consideration of Resolution 2024-95, Consolidated Approval of Software-as-a-Service Projects Utilized Citywide** |

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**RECOMMENDATION:**

Adopt Resolution 2024-95.

**BACKGROUND:**

The City of Banning utilizes software to conduct operations, maintain records, reporting, compliance, transparency, implementation and comply with Federal, State and Local requirements and regulations. The software programs assist in many facets of the City from Utility billing and financial reporting to project management to Parks & Recreation events. The use of these software programs streamlines productivity, provides open communication and transparency of information to name a few benefits.

Recent changes in the Government Accounting Standards Board (GASB) requires reporting on software agreements that include Subscription-Based Information Technology Arrangements (SBITAs). This new standard, GASB 96, establishes uniform accounting and financial reporting requirements for SBITAS for the purpose of improves the comparability of government's financial statements, and enhancing the understandability, reliability, relevance, and consistency of information.

Additionally, the future implementation of the new financial ERP software will track these agreements and assist in the reporting of GASB 96 as well as management of these SaaS agreements.

As part of these endeavors, Staff have created a list of software (Exhibit "A") and would like to streamline the approval of the SaaS agreements and increase transparency. The software total is $1,970,373.23 which includes software previously approved by City Council in the amount of $1,072,483.44 for various multi-year SaaS agreements.

Additionally, there are three multi-year agreements that are presented for approval for the additional 2 years costs beyond the fiscal year 2024/2025 in the amount of $215,014.92 (ICC digital codes $4,743.34, Leadsonline $10,966.66, and Microsoft licensing $199,304.92).

**JUSTIFICATION:**

The varied software applications and platforms are necessary tools utilized by Staff for continued operations across all departments. The software provides informational data and reporting enabling Staff and Council to manage the City of Banning. By submitting the annual listing of the software, this will streamline the timely presentation for approval to the City Council in one cohesive effort.

**FISCAL IMPACT:**

Staff budgets for the software for their prospective department which is approved annually by City Council. Any software purchases not within budget would be presented to City Council for approval.

**ALTERNATIVES:**

1. Adopt Resolution 2024-95 as recommended.
2. Adopt Resolution 2024-95 with modifications.
3. Do not approve Resolution 2024-95 and provide alternative direction to staff.

**ATTACHMENTS:**

1. Resolution 2024-95, Citywide SAAS.docx
2. CitySoftware_ FY24 report.pdf

**RESOLUTION 2024-95**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING CITYWIDE SOFTWARE-AS-A-SERVICE (SAAS) AGREEMENTS**

**WHEREAS**, the City of Banning uses multiple software as a service agreements (SAAS) in departments throughout the City; and

**WHEREAS**, the SAAS are utilized necessary to the continued operations of the City; and

**WHEREAS,** the City Council has approved the use of certain SAAS agreements throughout the past year(s) and Staff would like to present an annual comprehensive SAAS list for City Council approval and greater transparency.

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

SECTION 1. The City Council approves the use of City-Wide SAAS listed in Exhibit "A" for a total cost of $2,185,388.15 of which $1,072,483.44 was previously approved.

SECTION 2. The City Council authorizes the City Manager to make necessary non-substantive changes, and to execute said agreement(s).

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

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

**PASSED, APPROVED AND ADOPTED** this 25th day of June 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 2024-95, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of June 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

**EXHIBIT A**
Citywide Software-As-A-Service (SAAS) Agreements

FY25 CITYWIDE SOFTWARE

| Vendor | Product | Purpose | Dept | s/b Annual Cost | Annual Start Date | Annual End Date | Annual Approval (Y/N) | Council Resolution # |
|---|---|---|---|---|---|---|---|---|
| Adobe | Adobe Illustrator | Graphic software for events/flyers | Parks & Rec | 251.88 | 7/1/2024 | 6/30/2025 | Y | |
| Agents of Discovery | Agents of Discovery | Digital Education Platform for Community Services | Community Services | 5,650.00 | 4/22/2024 | 4/22/2025 | N | |
| ALLDATA | ALLDATA | Data for repair | Fleet | 1,500.00 | 7/17/2024 | 7/16/2025 | Y | |
| Altair Engineering, Inc. | Altair Engineering, Inc. | Data Analytics | Finance | 21,770.00 | 7/15/2024 | 7/14/2025 | Y | |
| ASPEN Inc. | Advanced Systems | Oneliner 100 and Power Flow 100 (1 seat) | Electric | 5,243.00 | 6/15/2024 | 6/15/2025 | Y | |
| Bentley | SpidaCalc | Prod Sub, SPIDA calcFull HWL | Electric | 3,900.00 | 10/25/2024 | 10/24/2025 | Y | |
| Bluebeam Inc | Revu | PDF markup and collaboration tool that is used by | Community Dev / Engineering / Water & WW / | 7,302.00 | 1/9/2025 | 12/28/2025 | Y | |
| Brightly (Dude Solutions) | SmartGov Online Building Permitting | Building Permit Management | Community Dev | 43,605.88 | 6/1/2024 | 5/31/2025 | N | 2022-144 |
| Canva | Formerly Adobe Spark | Graphic software for events/flyers | Parks & Rec | 300.00 | 11/2/2024 | 11/1/2025 | Y | |
| CDW-G | Adobe Professional DC | PDF Management | City wide | 13,708.00 | 1/1/2025 | 12/31/2025 | Y | |
| CDW-G | Barracuda Essentials | Email security, email archiving, O365, webfilter, Backup | Information Technology | 20,918.02 | 9/1/2024 | 8/31/2025 | Y | |
| CI Solutions | CI Solutions | PD ID Card Reader Services | Police Dept | 995.00 | 7/1/2024 | 6/30/2025 | Y | |
| CivicPlus | CivicEngage | City Website | City wide | 27,056.88 | 7/1/2024 | 6/30/2025 | N | 2023-127 |
| CivicPlus | CivicREC | Recreation Management | Community Services | 3,738.02 | 9/29/2024 | 9/28/2025 | Y | |
| CivicPlus | Civicplus | Social media backup | City wide | 10,317.00 | 9/29/2024 | 9/28/2025 | N | 2023-127 |
| Comcate | Comcate | Code Enforcement Case Management | Community Dev | 11,263.97 | 7/1/2024 | 6/30/2025 | N | 2023-72 |
| ComDirect Inc. | ComDirect Inc. | Mitel Support | Police Dept | 7,625.00 | 7/1/2024 | 6/30/2025 | Y | |
| Cummins Insite | Cummins Insite | Engine Diagnostics | Fleet | 770.00 | 3/1/2024 | 2/28/2025 | Y | |
| Cybertex | Smartnet | Vsphere, VMware | Information Technology | 18,267.87 | 8/4/2024 | 8/3/2025 | Y | |

FY25 CITYWIDE SOFTWARE

| Vendor | Product | Purpose | Dept | s/b Annual Cost | Annual Start Date | Annual End Date | Annual Approval (Y/N) | Council Resolution # |
|---|---|---|---|---|---|---|---|---|
| Cybertex | Smartnet | Virtual environment | Information Technology / PD | 15,585.48 | 9/21/2024 | 9/20/2024 | Y | |
| Cybertime | Cybertime | Internet Service | City wide | 8,388.00 | 7/1/2024 | 6/30/2025 | Y | |
| Cybertime | Cybertime | Looped Microwave Backbone | City Wide | 22,800.00 | 7/1/2024 | 6/30/2025 | Y | |
| DLT | AutoCAD LT 2024 | Engineer Drafting | Community Dev, Engineering, | 28,354.90 | 5/1/2024 | 5/22/2025 | Y | |
| DocuSign | DocuSign | Document signing software | City wide | 18,909.45 | 4/1/2024 | 3/31/2025 | Y | |
| Eagle Aerial | WaterView | Water Efficiency and Data Management | Water | 26,936.00 | 6/18/2024 | 6/17/2025 | N | 2022-03 UA |
| ECS Imaging | Laserfiche | Core records | City wide | 26,450.00 | 10/1/2024 | 9/30/2025 | Y | |
| ESRI | ArcGIS | License (4) | Water, Community Dev, Electric | 3,060.00 | 2/20/2024 | 2/19/2025 | Y | |
| Everbridge | Nixie Alert System | Public Alert & Warning System - Mass Notification | City Manager | 5,292.00 | 11/19/2024 | 11/18/2025 | Y | |
| FirstTwo, Inc. | FirstTwo, Inc | Police Intelligence Software | Police Dept | 3,600.00 | 4/1/2024 | 3/31/2025 | Y | |
| GovInvest, Inc. | GovInvest | Investment modules OPEB, etc. | Finance | 32,444.00 | 5/20/2024 | 5/19/2025 | N | 2023-129 |
| GovOptics LLC | Beacon Bid | Scope Searches | Purchasing | 6,375.00 | 4/4/2024 | 4/3/2025 | N | 2023-162 |
| Granicus LLC | Granicus | Agenda Management | City wide | 24,513.02 | 6/1/2024 | 5/31/2025 | N | 2023-98 |
| HDL Companies | HDL Business License | Business License Management | Finance | 25,000.00 | 1/1/2025 | 12/31/2025 | Y | |
| HDL Coren & Cone | HDL Property Tax Software | Property Tax Software | AS - Finance | 15,000.00 | 12/23/2024 | 12/22/2025 | Y | |
| Helm | Helm Ford Diagnostic Software | Diagnostic Software on Ford Vehicles | Fleet | 800.00 | 12/6/2023 | 12/5/2024 | Y | |
| Hinderliter De Llamas & Associates | Cannibis | Revenue Audit | Finance | 22,000.00 | 1/11/2024 | 12/31/2025 | N | 2022-166 |
| Hinderliter De Llamas & Associates | Sales, Use, and Transactions Tax Audit and Information | Sales Tax | Finance | 23,000.00 | 12/13/2024 | 12/22/2025 | Y | |
| Honeywell | Digital watchdog | City Cameras | Facilities | N/A | N/A | n/a | Y | |

FY25 CITYWIDE SOFTWARE

| Vendor | Product | Purpose | Dept | s/b Annual Cost | Annual Start Date | Annual End Date | Annual Approval (Y/N) | Council Resolution # |
|---|---|---|---|---|---|---|---|---|
| IGM Technology Corporation | Gravity Budget Software | Budget Planning & Implementation | AS - Finance | 45,150.00 | 1/31/2025 | 1/30/2026 | N | 1/9/2024 |
| Innovyze | Innovyze | Water Modeling Software | Water | 5,158.65 | 10/14/2024 | 10/13/2025 | Y | |
| Integrity Surveilliance Group | Tactitrack GPS Tracker | Portable GPS Trackers | Police Dept | 998.00 | 12/15/2024 | 12/14/2025 | Y | |
| Invoice Cloud | Invoice Cloud | Customer Online Bill Pay portal for Utilities | Utility Billing | 8,000.00 | 3/16/2025 | 3/16/2026 | N | 2023-162 |
| ITRON | ITRON | Electric AMI, Smart meter Subscriptions | Water, Electric, Utility Biling | 4,121.52 | 8/1/2024 | 7/31/2025 | N | 2018-129 |
| ITRON | ITRON | ISM and Openway (OWCE) | Electric Utility Billing | 41,611.50 | 8/1/2024 | 7/31/2025 | N | 2024-06 |
| Konnect | Konnect | 0-365 integration software | City wide | 3,059.45 | 10/1/2024 | 9/30/2025 | Y | |
| KUBRA | Drop counter | Water Citizen Engagement Platform | Water | 19,404.00 | 7/7/2024 | 8/6/2025 | Y | |
| LeadsOnline, LLC | Leads Online Power Plus Investigation System Software | Investigative Software | Police Dept | 5,486.67 | 5/14/2024 | 5/13/2025 | Y | |
| Leightronix | Live Streaming and Video on Demand | City Council meetings and records | City Manager | 5,644.80 | 10/9/2024 | 10/8/2025 | Y | |
| LexisNexis Coplogic Solutions | LexisNexis | Desk Officer Reporting | Police Dept | 9,432.74 | 7/1/2024 | 6/30/2025 | Y | |
| MAGUS Maintenance, Journal | Level II, Inc. | MAGUS Maintenance, Journal Maintenance | Police Dept | 30,247.35 | 7/1/2024 | 6/30/2025 | Y | |
| MegaTronics International Corp | MegaTrak | Fuel Management | Fleet | 2,945.00 | 12/31/2024 | 12/30/2025 | Y | |
| Milsoft | Milsoft | Customer engagement and Notification Platform | Electric | 50,000.00 | 4/26/2024 | 4/25/2025 | N | 2022-46 |
| Milsoft | Daffron CIS | New CIS software for Utilities | Electric | 40,000.00 | 5/1/2024 | 4/30/2025 | N | 2022-46 |
| Milsoft | Textpower | Texting for Utilities | Electric | 24,000.00 | 11/1/2024 | 10/31/2025 | Y | |
| Milsoft | WindMil Enterprise Site License | Milsoft Engineering Analysis Essentials | Electric | 6,485.00 | 11/1/2024 | 10/31/2025 | Y | |
| MyCOI | MyCOI | Insurance Compliance & Certificate Mgmt | Purchasing | 14,800.00 | 11/29/2024 | 11/30/2025 | Y | |
| Nearmap | Nearmap | Aerial Imagery & Location Data | PW - Water/Wastewater | 12,000.00 | 4/10/2024 | 4/9/2025 | Y | |

FY25 CITYWIDE SOFTWARE

| Vendor | Product | Purpose | Dept | s/b Annual Cost | Annual Start Date | Annual End Date | Annual Approval (Y/N) | Council Resolution # |
|---|---|---|---|---|---|---|---|---|
| NeoGov | NeoGov | HR Management | Human Resources | 55,783.00 | 7/12/2024 | 7/11/2025 | N | 2023-145 |
| Next request | Next request | Public Records Request | City wide | 7,019.55 | 7/1/2024 | 6/30/2025 | Y | |
| Nobel | ArcGIS Online API | Geographic | Water, Community Dev, Electric | 14,600.00 | 3/19/2024 | 3/20/2025 | N | 2023-21 |
| Nobel | Work Orders | Workorder Management | Water, Utility billing | 100,800.00 | 7/1/2024 | 6/30/2025 | N | 2022-05 UA & 2022-72 |
| Nobel | ArcGIS | Information Systems for Smartgov | Water, Community Dev, Electric, | 22,600.00 | 3/12/2024 | 3/11/2025 | N | 2023-21 |
| Online Utility Exchange | Online Information Services Inc | Portal for Utility Billing to determine customer credit | Utility Billing | 5,500.00 | 6/6/2024 | 6/5/2025 | Y | |
| OpenGov | Budget, Planning, Procurement, Cartegraph | Budgeting & Planning, Procurement, | Finance/Engineering | 96,369.00 | 12/15/2024 | 12/14/2025 | N | 2023-146 |
| Oracle Software, Inc. | Netsuite | ERP Financial System | Finance | 70,194.00 | 3/14/2024 | 3/13/2025 | N | 2023-48 |
| PDQ Deploy | PDQ Deploy | Software Deployment | Information Technology | 1,500.00 | 6/13/2024 | 6/12/2025 | Y | |
| PDQ Invt | PDQ Invt | Software Inventory | Information Technology | 1,500.00 | 6/13/2024 | 6/12/2025 | Y | |
| Pixabytes Solutions, Inc | Verkada | PD Cameras | Police Dept | 3,000.00 | 7/1/2024 | 6/30/2025 | Y | |
| Placer Labs Inc | Placer.ai | Economic Development Data Reports | CM - Economic Development | 16,900.00 | 5/1/2024 | 4/30/2025 | Y | |
| PMAM Corporation | False Alarm Management Solution | False Alarm Management Solution | PD - Police Department | 6,000.00 | 4/8/2024 | 4/7/2025 | N | 2023-186 |
| Power Monitors, Inc. | Power Monitors, Inc. | Canvas devices | Electric | 997.50 | 5/10/2024 | 5/9/2025 | Y | |
| QT Petroleum on Demand dba QT Pod | QT Pod | Fuel Management | PW - Fleet | 945.00 | 9/1/2024 | 8/31/2025 | Y | |
| Reavis Code | Reavis Code | Monthly subscription for RC Ops., Tickets Core- Core system | Electric | 51,300.00 | 7/1/2024 | 6/30/2025 | Y | |
| Recyclist | Recyclist | Solid Waste Compliance Reporting | PW | 24,686.00 | 5/1/2024 | 4/30/2025 | N | 2023-64 |
| Ron Turley & Associates | RTA | Vehicle Maintenance Tracking & Management | Public Works/ Fleet | 5,608.02 | 8/1/2024 | 7/31/2025 | Y | |
| SATEC | Expertpower | Electric Citizen Engagement Platform -Customer | Electric | 79,419.00 | 2/1/2024 | 1/31/2025 | N | 2024-26 |

FY25 CITYWIDE SOFTWARE

| Vendor | Product | Purpose | Dept | s/b Annual Cost | Annual Start Date | Annual End Date | Annual Approval (Y/N) | Council Resolution # |
|---|---|---|---|---|---|---|---|---|
| Satellite Phone Store | Iridium | Emergency Svc - montly | Information Technology | 4,003.35 | 8/1/2024 | 7/31/2025 | Y | |
| ScaleFusion | Kiosk software | Lobby kiosk terminals: BL/Permits/Payment | City-wide (IT) | 302.40 | 12/19/2024 | 12/18/2025 | Y | |
| SecureMax | Provision | Bus Cameras | Public Works/ Fleet | 5,748.00 | 3/15/2024 | 3/15/2025 | N | 2022-39 |
| Snag it | Snag it | Desktop recorder | Finance | 879.33 | 11/19/2024 | 11/19/2025 | Y | |
| Software One, Inc. | Backup, Azure Simple | File system backup - Backup Simple, Azure is the software | Information Technology | 33,000.00 | 7/1/2024 | 6/30/2025 | Y | |
| SPS or Ace-Tech | Elite - 12 mo svc | Hardware Maint for IBM | Information Technology | 8,600.00 | 10/1/2024 | 10/31/2025 | Y | |
| StreamLink Software, Inc. dba Amplifund | Amplifund | Grant Management Software | AS - Finance | 17,500.00 | 1/31/2024 | 1/30/2025 | N | 1/9/2024 |
| SunRidge Systems | RIMS | PD computer aided dispatch & records management | Police Dept | 26,301.45 | 9/24/2024 | 9/23/2025 | Y | |
| SuperC AI | WITH | Community Calendar | City Manager | 10,800.00 | 11/9/2024 | 11/8/2025 | Y | |
| Superion | Central Square | Naviline ERP system | Information Technology | 121,087.86 | 7/1/2024 | 6/30/2025 | Y | |
| Survalent Technology, Inc. | Survalent Technology, Inc. | SCADA Servers | Electric | 26,139.67 | 5/9/2024 | 5/8/2025 | N | 2023-130 |
| Survey Monkey | Surveys | Survey for internal stakeholders (AEP) | Purchasing | 900.00 | 5/9/2024 | 5/8/2025 | Y | |
| Swiftly Solutions | Trillium | GPS tracking for transit vehicles | Transit | 14,200.00 | 7/28/2024 | 7/27/2025 | Y | |
| Timeclock Plus | Schedule Anywhere | Timeclock for Seasonal and Part-Time Staff | PD - Police Department | 2,178.00 | 12/1/2024 | 11/30/2025 | Y | |
| Token Transit | Token Transit | Mobile Ticketing for Transit busing | Transit | 10% of Gross proceeds | 7/1/2024 | 6/30/2025 | Y | |
| Tri-Global Technologies, LLC | UtiliPad | Data Orbit transfer service for GPS Centering rod for | Electric | 4,170.00 | 10/26/2024 | 10/25/2025 | Y | |
| Turbo Data Systems | Turbo Data | Citation Processing Services | Police Dept | 3,000.00 | 9/1/2024 | 9/30/2025 | Y | |
| Vigilant, LLC | MEDR | Vigilant Managed Endpoint Detection and Response. | AS - Information Technologies | 111,600.00 | 9/12/2024 | 9/11/2025 | N | 2023-160 |
| Virtual Project Manager | Virtual PM | Project management software | Engineering | 12,000.00 | 3/1/2025 | 3/1/2026 | Y | |

FY25 CITYWIDE SOFTWARE

| Vendor | Product | Purpose | Dept | s/b Annual Cost | Annual Start Date | Annual End Date | Annual Approval (Y/N) | Council Resolution # |
|---|---|---|---|---|---|---|---|---|
| When I Work | When I Work | Timeclock for Seasonal and Part-Time Staff | Parks & Rec | 1,575.00 | 7/1/2024 | 6/30/2025 | Y | |
| Wincan | Wincan | CCTV for the sewer systems | Collections | 4,495.00 | 7/1/2024 | 6/30/2025 | Y | |
| Zencity | Zencity | Community Engagement Software | City Manager | 42,000.00 | 12/6/2024 | 12/6/2025 | N | 2022-160 |
| Zenner | Stealth | Zenner meter reads for AMI | Water | 1,200.00 | 7/1/2024 | 6/30/2025 | Y | |
| Zoho Corporation | Manage Engine | Tech Support Live | Information Technology | 3,940.00 | 6/12/2024 | 6/11/2025 | Y | |
| Zoom | Zoom Meeting | Online meetings | City Manager | 1,289.60 | 7/1/2024 | 6/30/2025 | Y | |
| International Code Council, Inc. | ICC Digital Codes for B&S Staff | ICC Digital Codes for B&S Staff | CD - Building & Safety | 2,371.67 | 4/12/2024 | 4/11/2027 | N | Pending |
| Software One, Inc. | Microsoft | Microsoft licensing | Information Technology | 99,652.46 | 8/1/2024 | 7/31/2027 | N | Pending |
| LeadsOnline, LLC | Cell Hawk | Cellphone Data Maping | Police Dept | 5,483.33 | 5/15/2014 | 5/14/2027 | N | Pending |

| Description | | Amount |
|---|---|---|
| Total FY24/FY25 Annualized SaaS Cost: | | 1,970,373.23 |
| Previously approved by City Council Action | | 1,072,483.44 |
| **To be approved:** | | |
| | FY24/FY25 Annual | 897,889.80 |
| | Multi-year renewed agreements | 215,014.92 |
| | Total to be approved: | 1,112,904.72 |

| Vendor | Product | Purpose | Dept | s/b Annual Cost | Annual Start Date | Annual End Date | Annual Approval (Y/N) | Council Resolution # |
|---|---|---|---|---|---|---|---|---|
| Adobe | Adobe Illustrator | Graphic software for events/flyers | Parks & Rec | 251.88 | 7/1/2024 | 6/30/2025 | Y | |
| Agents of Discovery | Agents of Discovery | Digital Education Platform for Community Services | Community Services | 5,650.00 | 4/22/2024 | 4/22/2025 | N | |
| ALLDATA | ALLDATA | Data for repair | Fleet | 1,500.00 | 7/17/2024 | 7/16/2025 | Y | |
| Altair Engineering, Inc. | Altair Engineering, Inc. | Data Analytics | Finance | 21,770.00 | 7/15/2024 | 7/14/2025 | Y | |
| ASPEN Inc. | Advanced Systems | Oneliner 100 and Power Flow 100 (1 seat) | Electric | 5,243.00 | 6/15/2024 | 6/15/2025 | Y | |
| Bentley | SpidaCalc | Prod Sub, SPIDA calcFull HWL | Electric | 3,900.00 | 10/25/2024 | 10/24/2025 | Y | |
| Bluebeam Inc | Revu | PDF markup and collaboration tool that is used by | Community Dev / Engineering / Water & WW / | 7,302.00 | 1/9/2025 | 12/28/2025 | Y | |
| Brightly (Dude Solutions) | SmartGov Online Building Permitting | Building Permit Management | Community Dev | 43,605.88 | 6/1/2024 | 5/31/2025 | N | 2022-144 |
| Canva | Formerly Adobe Spark | Graphic software for events/flyers | Parks & Rec | 300.00 | 11/2/2024 | 11/1/2025 | Y | |
| CDW-G | Adobe Professional DC | PDF Management | City wide | 13,708.00 | 1/1/2025 | 12/31/2025 | Y | |
| CDW-G | Barracuda Essentials | Email security, email archiving, O365, webfilter, Backup | Information Technology | 20,918.02 | 9/1/2024 | 8/31/2025 | Y | |
| CI Solutions | CI Solutions | PD ID Card Reader Services | Police Dept | 995.00 | 7/1/2024 | 6/30/2025 | Y | |
| CivicPlus | CivicEngage | City Website | City wide | 27,056.88 | 7/1/2024 | 6/30/2025 | N | 2023-127 |
| CivicPlus | CivicREC | Recreation Management | Community Services | 3,738.02 | 9/29/2024 | 9/28/2025 | Y | |
| CivicPlus | Civicplus | Social media backup | City wide | 10,317.00 | 9/29/2024 | 9/28/2025 | N | 2023-127 |
| Comcate | Comcate | Code Enforcement Case Management | Community Dev | 11,263.97 | 7/1/2024 | 6/30/2025 | N | 2023-72 |
| ComDirect Inc. | ComDirect Inc. | Mitel Support | Police Dept | 7,625.00 | 7/1/2024 | 6/30/2025 | Y | |
| Cummins Insite | Cummins Insite | Engine Diagnostics | Fleet | 770.00 | 3/1/2024 | 2/28/2025 | Y | |
| Cybertex | Smartnet | Vsphere, VMware | Information Technology | 18,267.87 | 8/4/2024 | 8/3/2025 | Y | |

| Vendor | Product | Purpose | Dept | s/b Annual Cost | Annual Start Date | Annual End Date | Annual Approval (Y/N) | Council Resolution # |
|---|---|---|---|---|---|---|---|---|
| Cybertex | Smartnet | Virtual environment | Information Technology / PD | 15,585.48 | 9/21/2024 | 9/20/2024 | Y | |
| Cybertime | Cybertime | Internet Service | City wide | 8,388.00 | 7/1/2024 | 6/30/2025 | Y | |
| Cybertime | Cybertime | Looped Microwave Backbone | City Wide | 22,800.00 | 7/1/2024 | 6/30/2025 | Y | |
| DLT | AutoCAD LT 2024 | Engineer Drafting | Community Dev, Engineering, | 28,354.90 | 5/1/2024 | 5/22/2025 | Y | |
| DocuSign | DocuSign | Document signing software | City wide | 18,909.45 | 4/1/2024 | 3/31/2025 | Y | |
| Eagle Aerial | WaterView | Water Efficiency and Data Management | Water | 26,936.00 | 6/18/2024 | 6/17/2025 | N | 2022-03 UA |
| ECS Imaging | Laserfiche | Core records | City wide | 26,450.00 | 10/1/2024 | 9/30/2025 | Y | |
| ESRI | ArcGIS | License (4) | Water, Community Dev, Electric | 3,060.00 | 2/20/2024 | 2/19/2025 | Y | |
| Everbridge | Nixie Alert System | Public Alert & Warning System - Mass Notification | City Manager | 5,292.00 | 11/19/2024 | 11/18/2025 | Y | |
| FirstTwo, Inc. | FirstTwo, Inc | Police Intelligence Software | Police Dept | 3,600.00 | 4/1/2024 | 3/31/2025 | Y | |
| GovInvest, Inc. | GovInvest | Investment modules OPEB, etc. | Finance | 32,444.00 | 5/20/2024 | 5/19/2025 | N | 2023-129 |
| GovOptics LLC | Beacon Bid | Scope Searches | Purchasing | 6,375.00 | 4/4/2024 | 4/3/2025 | N | 2023-162 |
| Granicus LLC | Granicus | Agenda Management | City wide | 24,513.02 | 6/1/2024 | 5/31/2025 | N | 2023-98 |
| HDL Companies | HDL Business License | Business License Management | Finance | 25,000.00 | 1/1/2025 | 12/31/2025 | Y | |
| HDL Coren & Cone | HDL Property Tax Software | Property Tax Software | AS - Finance | 15,000.00 | 12/23/2024 | 12/22/2025 | Y | |
| Helm | Helm Ford Diagnostic Software | Diagnostic Software on Ford Vehicles | Fleet | 800.00 | 12/6/2023 | 12/5/2024 | Y | |
| Hinderliter De Llamas & Associates | Cannibis | Revenue Audit | Finance | 22,000.00 | 1/11/2024 | 12/31/2025 | N | 2022-166 |
| Hinderliter De Llamas & Associates | Sales, Use, and Transactions Tax Audit and Information | Sales Tax | Finance | 23,000.00 | 12/13/2024 | 12/22/2025 | Y | |
| Honeywell | Digital watchdog | City Cameras | Facilities | N/A | N/A | n/a | Y | |

| Vendor | Product | Purpose | Dept | s/b Annual Cost | Annual Start Date | Annual End Date | Annual Approval (Y/N) | Council Resolution # |
|---|---|---|---|---|---|---|---|---|
| IGM Technology Corporation | Gravity Budget Software | Budget Planning & Implementation | AS - Finance | 45,150.00 | 1/31/2025 | 1/30/2026 | N | 1/9/2024 |
| Innovyze | Innovyze | Water Modeling Software | Water | 5,158.65 | 10/14/2024 | 10/13/2025 | Y | |
| Integrity Surveilliance Group | Tactitrack GPS Tracker | Portable GPS Trackers | Police Dept | 998.00 | 12/15/2024 | 12/14/2025 | Y | |
| Invoice Cloud | Invoice Cloud | Customer Online Bill Pay portal for Utilities | Utility Billing | 8,000.00 | 3/16/2025 | 3/16/2026 | N | 2023-162 |
| ITRON | ITRON | Electric AMI, Smart meter Subscriptions | Water, Electric, Utility Biling | 4,121.52 | 8/1/2024 | 7/31/2025 | N | 2018-129 |
| ITRON | ITRON | ISM and Openway (OWCE) | Electric Utility Billing | 41,611.50 | 8/1/2024 | 7/31/2025 | N | 2024-06 |
| Konnect | Konnect | 0-365 integration software | City wide | 3,059.45 | 10/1/2024 | 9/30/2025 | Y | |
| KUBRA | Drop counter | Water Citizen Engagement Platform | Water | 19,404.00 | 7/7/2024 | 8/6/2025 | Y | |
| LeadsOnline, LLC | Leads Online Power Plus Investigation System Software | Investigative Software | Police Dept | 5,486.67 | 5/14/2024 | 5/13/2025 | Y | |
| Leightronix | Live Streaming and Video on Demand | City Council meetings and records | City Manager | 5,644.80 | 10/9/2024 | 10/8/2025 | Y | |
| LexisNexis Coplogic Solutions | LexisNexis | Desk Officer Reporting | Police Dept | 9,432.74 | 7/1/2024 | 6/30/2025 | Y | |
| MAGUS Maintenance, Journal | Level II, Inc. | MAGUS Maintenance, Journal Maintenance | Police Dept | 30,247.35 | 7/1/2024 | 6/30/2025 | Y | |
| MegaTronics International Corp | MegaTrak | Fuel Management | Fleet | 2,945.00 | 12/31/2024 | 12/30/2025 | Y | |
| Milsoft | Milsoft | Customer engagement and Notification Platform | Electric | 50,000.00 | 4/26/2024 | 4/25/2025 | N | 2022-46 |
| Milsoft | Daffron CIS | New CIS software for Utilities | Electric | 40,000.00 | 5/1/2024 | 4/30/2025 | N | 2022-46 |
| Milsoft | Textpower | Texting for Utilities | Electric | 24,000.00 | 11/1/2024 | 10/31/2025 | Y | |
| Milsoft | WindMil Enterprise Site License | Milsoft Engineering Analysis Essentials | Electric | 6,485.00 | 11/1/2024 | 10/31/2025 | Y | |
| MyCOI | MyCOI | Insurance Compliance & Certificate Mgmt | Purchasing | 14,800.00 | 11/29/2024 | 11/30/2025 | Y | |
| Nearmap | Nearmap | Aerial Imagery & Location Data | PW - Water/Wastewater | 12,000.00 | 4/10/2024 | 4/9/2025 | Y | |

| Vendor | Product | Purpose | Dept | s/b Annual Cost | Annual Start Date | Annual End Date | Annual Approval (Y/N) | Council Resolution # |
|---|---|---|---|---|---|---|---|---|
| NeoGov | NeoGov | HR Management | Human Resources | 55,783.00 | 7/12/2024 | 7/11/2025 | N | 2023-145 |
| Next request | Next request | Public Records Request | City wide | 7,019.55 | 7/1/2024 | 6/30/2025 | Y | |
| Nobel | ArcGIS Online API | Geographic | Water, Community Dev, Electric | 14,600.00 | 3/19/2024 | 3/20/2025 | N | 2023-21 |
| Nobel | Work Orders | Workorder Management | Water, Utility billing | 100,800.00 | 7/1/2024 | 6/30/2025 | N | 2022-05 UA & 2022-72 |
| Nobel | ArcGIS | Information Systems for Smartgov | Water, Community Dev, Electric, | 22,600.00 | 3/12/2024 | 3/11/2025 | N | 2023-21 |
| Online Utility Exchange | Online Information Services Inc | Portal for Utility Billing to determine customer credit | Utility Billing | 5,500.00 | 6/6/2024 | 6/5/2025 | Y | |
| OpenGov | Budget, Planning, Procurement, Cartegraph | Budgeting & Planning, Procurement, | Finance/Engineering | 96,369.00 | 12/15/2024 | 12/14/2025 | N | 2023-146 |
| Oracle Software, Inc. | Netsuite | ERP Financial System | Finance | 70,194.00 | 3/14/2024 | 3/13/2025 | N | 2023-48 |
| PDQ Deploy | PDQ Deploy | Software Deployment | Information Technology | 1,500.00 | 6/13/2024 | 6/12/2025 | Y | |
| PDQ Invt | PDQ Invt | Software Inventory | Information Technology | 1,500.00 | 6/13/2024 | 6/12/2025 | Y | |
| Pixabytes Solutions, Inc | Verkada | PD Cameras | Police Dept | 3,000.00 | 7/1/2024 | 6/30/2025 | Y | |
| Placer Labs Inc | Placer.ai | Economic Development Data Reports | CM - Economic Development | 16,900.00 | 5/1/2024 | 4/30/2025 | Y | |
| PMAM Corporation | False Alarm Management Solution | False Alarm Management Solution | PD - Police Department | 6,000.00 | 4/8/2024 | 4/7/2025 | N | 2023-186 |
| Power Monitors, Inc. | Power Monitors, Inc. | Canvas devices | Electric | 997.50 | 5/10/2024 | 5/9/2025 | Y | |
| QT Petroleum on Demand dba QT Pod | QT Pod | Fuel Management | PW - Fleet | 945.00 | 9/1/2024 | 8/31/2025 | Y | |
| Reavis Code | Reavis Code | Monthly subscription for RC Ops., Tickets Core- Core system | Electric | 51,300.00 | 7/1/2024 | 6/30/2025 | Y | |
| Recyclist | Recyclist | Solid Waste Compliance Reporting | PW | 24,686.00 | 5/1/2024 | 4/30/2025 | N | 2023-64 |
| Ron Turley & Associates | RTA | Vehicle Maintenance Tracking & Management | Public Works/ Fleet | 5,608.02 | 8/1/2024 | 7/31/2025 | Y | |
| SATEC | Expertpower | Electric Citizen Engagement Platform -Customer | Electric | 79,419.00 | 2/1/2024 | 1/31/2025 | N | 2024-26 |

| Vendor | Product | Purpose | Dept | s/b Annual Cost | Annual Start Date | Annual End Date | Annual Approval (Y/N) | Council Resolution # |
|---|---|---|---|---|---|---|---|---|
| Satellite Phone Store | Iridium | Emergency Svc - montly | Information Technology | 4,003.35 | 8/1/2024 | 7/31/2025 | Y | |
| ScaleFusion | Kiosk software | Lobby kiosk terminals: BL/Permits/Payment | City-wide (IT) | 302.40 | 12/19/2024 | 12/18/2025 | Y | |
| SecureMax | Provision | Bus Cameras | Public Works/ Fleet | 5,748.00 | 3/15/2024 | 3/15/2025 | N | 2022-39 |
| Snag it | Snag it | Desktop recorder | Finance | 879.33 | 11/19/2024 | 11/19/2025 | Y | |
| Software One, Inc. | Backup, Azure Simple | File system backup - Backup Simple, Azure is the software | Information Technology | 33,000.00 | 7/1/2024 | 6/30/2025 | Y | |
| SPS or Ace-Tech | Elite - 12 mo svc | Hardware Maint for IBM | Information Technology | 8,600.00 | 10/1/2024 | 10/31/2025 | Y | |
| StreamLink Software, Inc. dba Amplifund | Amplifund | Grant Management Software | AS - Finance | 17,500.00 | 1/31/2024 | 1/30/2025 | N | 1/9/2024 |
| SunRidge Systems | RIMS | PD computer aided dispatch & records management | Police Dept | 26,301.45 | 9/24/2024 | 9/23/2025 | Y | |
| SuperC AI | WITH | Community Calendar | City Manager | 10,800.00 | 11/9/2024 | 11/8/2025 | Y | |
| Superion | Central Square | Naviline ERP system | Information Technology | 121,087.86 | 7/1/2024 | 6/30/2025 | Y | |
| Survalent Technology, Inc. | Survalent Technology, Inc. | SCADA Servers | Electric | 26,139.67 | 5/9/2024 | 5/8/2025 | N | 2023-130 |
| Survey Monkey | Surveys | Survey for internal stakeholders (AEP) | Purchasing | 900.00 | 5/9/2024 | 5/8/2025 | Y | |
| Swiftly Solutions | Trillium | GPS tracking for transit vehicles | Transit | 14,200.00 | 7/28/2024 | 7/27/2025 | Y | |
| Timeclock Plus | Schedule Anywhere | Timeclock for Seasonal and Part-Time Staff | PD - Police Department | 2,178.00 | 12/1/2024 | 11/30/2025 | Y | |
| Token Transit | Token Transit | Mobile Ticketing for Transit busing | Transit | 10% of Gross proceeds | 7/1/2024 | 6/30/2025 | Y | |
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| Virtual Project Manager | Virtual PM | Project management software | Engineering | 12,000.00 | 3/1/2025 | 3/1/2026 | Y | |

FY25 CITYWIDE SOFTWARE

| Vendor | Product | Purpose | Dept | s/b Annual Cost | Annual Start Date | Annual End Date | Annual Approval (Y/N) | Council Resolution # |
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| Zoom | Zoom Meeting | Online meetings | City Manager | 1,289.60 | 7/1/2024 | 6/30/2025 | Y | |
| International Code Council, Inc. | ICC Digital Codes for B&S Staff | ICC Digital Codes for B&S Staff | CD - Building & Safety | 2,371.67 | 4/12/2024 | 4/11/2027 | N | Pending |
| Software One, Inc. | Microsoft | Microsoft licensing | Information Technology | 99,652.46 | 8/1/2024 | 7/31/2027 | N | Pending |
| LeadsOnline, LLC | Cell Hawk | Cellphone Data Maping | Police Dept | 5,483.33 | 5/15/2014 | 5/14/2027 | N | Pending |

| Description | | Amount |
|---|---|---|
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| Previously approved by City Council Action | | 1,072,483.44 |
| **To be approved:** | | |
| | FY24/FY25 Annual | 897,889.80 |
| | Multi-year renewed agreements | 215,014.92 |
| | Total to be approved: | 1,112,904.72 |

**CITY OF BANNING**
**STAFF REPORT**

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Douglas Schulze, City Manager** |
| **PREPARED BY:** | **Barbara Mason, Purchasing Manager**<br>**Derek Thesier, Acting Chief of Police** |
| **MEETING DATE:** | **June 25, 2024** |
| **SUBJECT:** | **Consideration of Resolution 2024-96, Approving a Contract Agreement for Towing Services with Clark's Towing and Recovery, Statewide Towing & Recovery, Inc., and Stagecoach Towing Inc.** |

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## RECOMMENDATION:

Adopt Resolution 2024-96.

## BACKGROUND:

To support law enforcement actions conducted in accordance with California Vehicle Code 22651, Authority to Remove Vehicles, the City requires the services of an official police and code enforcement tow service providers (OPTS) for the efficient and safe removal of vehicles from roadways. These services are necessary to provide roadside assistance or tow services for disabled motorist, removal of inoperative vehicles involved in traffic collisions, removal of vehicles or other objects creating traffic hazards, the impound of abandoned vehicles, the impound of vehicles as criminal evidence, the impound of vehicles as criminal evidence, the impound of vehicles who owners have failed to pay outstanding violations, removal from private property for code violations as prescribed by State and local law, and assistance for disabled police and other City vehicles.

The City issued a request for proposals (RFP 23-051) for towing services published on May 13, 2024. The City received three responses. All three submitters, Clark's Towing, Stagecoach Towing, Inc. and Statewide Road Solutions, LLC were found to be responsive. The City recommends awarding to all three respondents a towing contract services to be selected for providing towing services on a rotational basis.

## JUSTIFICATION:

To support law enforcement and code enforcement actions conducted in accordance with California Vehicle Code 22651, Authority to Remove Vehicles, the City requires the services of official police and code enforcement tow service provides for efficient and safe removal of vehicles from roadways and from property for code enforcement violations.

## FISCAL IMPACT:

The associated costs for towing services are borne by the vehicle owners. Staff budgets for any associated costs.

## ALTERNATIVES:

1. Adopt Resolution 2024-96, as recommended.
2. Adopt Resolution 2024-96, with modifications.

3. Do not approve Resolution 2024-96 and provide alternative direction to staff.

**ATTACHMENTS:**

1. Resolution_2024-96__Towing_Services_3_vendors (1).docx
2. C01044 - Clark's Towing Agreement.docx
3. C01045 - Stagecoach Towing Agreement.pdf
4. C01046 - Statewide Towing Agreement.docx

**RESOLUTION 2024-96**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A CONTRACT SERVICES AGREEMENT FOR TOWING SERVICES TO CLARK'S TOWING AND RECOVERY, STATEWIDE TOWING & RECOVERY, INC. AND STAGECOACH TOWING INC.**

**WHEREAS**, the City of Banning Police Department and the Code Enforcement Division require the services of an official police tow service provider in support law enforcement actions conducted in accordance with California Vehicle Code 22651, Authority to Remove Vehicles, and;

**WHEREAS,** the City staff has identified the need for efficient and safe removal of vehicles from roadways and code enforcement violations; and

**WHEREAS,** through the solicitation of a Request for Proposals, the City received and evaluated three proposals which resulted in a multi-award recommendation for towing services, and;

**WHEREAS,** staff has recommended the approval of three (3) Towing Services Agreements to Clark's Towing and Recovery, Statewide Road Solutions LLC, and Stagecoach Towing Inc. for a five-year period.

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

SECTION 1. The City Council approves Towing Services Agreement with each of the following towing vendors: Clark's Towing and Recovery, Statewide Road Solutions LLC, and Stagecoach Towing Inc., authorizes the City Manager to make non-substantive revisions to the agreement and to sign 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 25th day of June 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 2024-96, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of June 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

**Exhibit A**
Agreement with Clark's Towing And Recovery

**Exhibit B**
Agreement with Statewide Towing and Recovery, Inc.

**Exhibit C**
Agreement with Stagecoach Towing, Inc.

**TOWING & STORAGE SERVICES AGREEMENT (C01044)**
**BETWEEN THE CITY OF BANNING AND CLARK'S TOWING AND RECOVERY**

THIS TOWING & STORAGE SERVICES AGREEMENT ("Agreement") is made and entered into this day: _____ ("Effective Date"), by and between the **CITY OF BANNING,** a municipal corporation ("City") and David Clark, an individual, dba **CLARK'S TOWING AND RECOVERY** ("Operator"). The City and Operator are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

## RECITALS

A. The City and Operator wish to enter into this Agreement for Operator to provide non-exclusive towing and storage of vehicles as requested by the City of Banning Police Department ("BPD") and the City of Banning Code Enforcement Department ("BCED") on a rotational basis. As used herein, the BPD and BCED are subsumed under the title of "City."

B. The City has the authority under California Vehicle Code Section 21100 and federal law to regulate tow franchises with a principal place of business or employment in the City, and to charge a reasonable fee to reimburse the City for the actual and reasonable costs incurred in connection with such towing programs.

C. The Parties desire to renew Operator's non-exclusive towing program privileges to be included on the City's rotational towing list to provide towing services for BPD and BCED.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, promises, and undertakings hereafter contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## AGREEMENT

### 1. TERM.

A. The initial term of this Agreement shall be for a total period of two (2) years commencing on the Effective Date and ending on June 30, 2026 with an option to extend for three (3) one-year renewals unless sooner terminated or extended in accordance with the terms of this Agreement.

B. Upon the expiration of the initial term, the City, in its sole and absolute discretion, may extend the terms of this Agreement no more than two (2) times for one (1) year each time. At the expiration of the term of this Agreement or an extended term, the City shall initiate an open bidding process by advertising a request for proposals for the award of new, non-exclusive towing service provider(s). The bidding process shall be performed pursuant to the City's standard bidding procedures, with the City only awarding so many towing and storage services contracts for so long as needed by the City at the time. The City's towing needs shall be determined by the City in its sole discretion. Nothing herein shall limit Operator from the bidding process, excepting that Operator's default of, or poor performance under, this Agreement may be a basis for the City to not award a further agreement to Operator.

## 2. ROTATION TOW SERVICES.

A. The City and Operator agree that Operator shall be added to the tow service rotation and may be called upon by the BPD and BCED to provide tow services pursuant to terms of this Agreement.

B. A call to Operator shall constitute one turn on the list and Operator shall be moved to the bottom of the list. Each call for service will be considered one turn on the rotation, regardless of the number of vehicles towed from the scene. If Operator fails to respond to a telephone call for service from the BPD or BCED for any reason, the BPD or BCED shall have the immediate and automatic right to contact an alternative tow truck operator holding a towing and storage services agreement with the City. A telephone call to Operator is deemed to occur where: (i) a City employee telephones Operator at the phone number **951-487-8705,** and (ii) Operator responds to the call, or (iii) Operator fails to answer the phone, is unable to respond, is unable to perform the required towing service, refuses to respond or provide services, or is canceled due to excessive response time.

C. If it is determined that Operator is not needed and the request for service is canceled by the BPD or BCED in their sole and absolute discretion, up to and including arrival at the scene, Operator shall not be entitled to charge for the request, as follows:

1) If Operator is canceled by the vehicle's owner or agent prior to Operator taking possession of the vehicle as "possession" is defined in Section 3068.1 of the California Civil Code (when the vehicle is removed and is in transit, or when Vehicle Recovery Operations or load salvage operations have begun), Operator shall not charge for towing. Operator shall immediately contact the BPD or BCED and advise it of the cancellation. Operator shall then be placed back at the top of the list.

D. If any additional service (e.g., a private person tow), other than towing and recovery, commences and is canceled by the vehicle's owner or agent, Operator may charge one-half of the regular hourly service charge for the time expended on the call. For purposes of "cancellation," service begins when physically securing the vehicle has begun, not the response. No lien shall arise for the service unless Operator has presented a written statement to the vehicle's owner or agent for the signed authorization of services to be performed.

E. The Parties agree that the terms used in this Agreement are used as defined in Exhibit A unless otherwise defined.

F. Nothing in this Agreement shall prohibit the City of Banning Chief of Police ("Chief of Police"), or his or her designee, (collectively, the "Contract Administrator") from requesting a specific tow company when, in his or her opinion, the necessary resources to clear a hazard as expeditiously as possible are not available from the tow company currently at the top of the rotation tow list. In such an instance, the tow company selected would be the next tow company on the list that has the qualifications (equipment, skills, timeliness, etc.) to provide the required service. After the request, the selected company would then go to the bottom of the rotation tow. Tow companies on the same list that were bypassed would remain in the same order until their selection for a rotation tow for which they are qualified.

G. Nothing shall prohibit a Class B, C, or D tow company from maintaining a place on a lighter class rotation tow list, provided the tow truck meets the equipment specifications for that class of operation.

H. Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except where Vehicle Recovery Operations require a larger class of tow truck.

I. Operator warrants and represents that it is a Class A, B, and C operator, as defined in Exhibit B of this Agreement, and that its tow trucks meet the equipment specifications for that class of operation as set forth in Exhibit B.

J. It shall be Operator's responsibility to tow and store vehicles as requested by the BPD or BCED, including, but not limited to:

1) Vehicles impounded for evidence or taken into custody by the BPD or BCED;

2) Vehicles involved in accidents or disabled for other causes (when alternative towing is either not appropriate or not requested by the owner or operator of the vehicle);

3) Abandoned vehicles, including those towed in connection with the City's abandoned vehicle abatement program; and

4) Vehicles that are within the jurisdiction of the BPD or BCED, including City-owned vehicles up to one hundred (100) miles round-trip beginning at the departure location of the tow truck.

K. Operator shall further be responsible for the removal of debris resulting from accidents and the necessary work preliminary to towing, such as removal of vehicles from ditches, righting the vehicles, separating entangled vehicles, disconnecting drive shafts, and other such work as shall be required in connection with the towing operations. Operator shall not leave any tow site without cleaning the location sufficient to restore normal traffic patterns, except upon the written approval of the BPD or BCED member present at the incident site ("BPD or BCED Officer-in-Charge").

L. Operator shall perform all necessary work preliminary to towing vehicles, such as removing vehicles from ditches, righting vehicles, separating entangled vehicles, disconnecting drive shafts, and other such work as shall be required to enable the towing of the vehicles.

M. This Section does not cover tows at the request of the public in either emergency or non-emergency situations.

N. Operator shall not attempt to take possession of any vehicle in order to establish a lien for any non-towing services performed, or begun and subsequently canceled, when not entitled to such lien as provided by California Civil Code Section 3068.1.

O. The Contract Administrator may establish a policy that allows Operator to dispatch more than one tow truck to a multi-vehicle collision scene in response to a tow call.

P. The BPD or BCED Officer-in-Charge may direct an Operator to move vehicles to help clear a roadway or for lifesaving operations. Operator shall provide the assistance as directed, at a maximum charge, as set forth in Exhibit C.

Q. Operator shall maintain a business office and storage facility located within the established boundaries of the City and must be licensed in accordance with the Banning Municipal Code, Chapter 5.04, entitled "Licenses Generally," as may be amended from time to time, and must comply with all other federal, state and local laws, ordinances and regulations.

R. Operator warrants and represents that it has a minimum of five (5) years verifiable for-hire towing experience, or equivalent experience in providing emergency service in a dispatched twenty-four (24) hours a day, seven (7) days a week, emergency response service, as an owner or principal. Upon request by the City, Operator shall provide the City with written verification and evidence certifying ownership of a company performing for-hire towing experience.

S. Operator shall retain an adequate number of trained and properly licensed personnel assigned to successfully perform the Operator's duties and responsibilities under this Agreement. Nothing in this Agreement shall preclude Operator from conducting a lien sale pursuant to California Vehicle Code Section 22851.1.

## 3. TOW TRUCK CLASSIFICATIONS.

A. There will be four classes of tow trucks covered under this Agreement. Operator shall maintain a minimum of three (3) tow trucks, and shall have at least one of each Class A, Class B, and Class C tow trucks as described below. Operator shall have the right to subcontract with another tow truck operator for use of a Class D tow truck or other truck that meets the requirements set forth below in performing the services herein. In no case shall any tow truck be rated less than one-ton capacity. The equipment specifications for each Class of tow truck are listed in Exhibit B.

B. Operator shall equip, repair and maintain all tow trucks covered in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations, including, without limitation, Exhibit B, and consistent with industry standards and practices.

C. Notwithstanding California Vehicle Code Section 615, all tow trucks used by Operator shall have recovery capabilities, wheel lift capabilities, and a boom meeting the specifications contained in this Agreement. For the purpose of this Agreement, "a trailer for hire that is being used to transport a vehicle" shall not qualify as a primary tow truck for use. At the discretion of the Contract Administrator, an Operator who has a car carrier may be exempted from the recovery, wheel lift, and boom capability requirements. However, the car carrier must be an additional unit.

D. A violation of the Gross Vehicle Weight Rating ("GVWR") and safe loading requirements of a tow truck shall be deemed a major violation and cause for immediate suspension of this Agreement. This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining fifty percent (50%) of the tow truck's unladen weight on the front axle when lifting/carrying a load.

E. To properly and safely tow and service the wide variety of vehicles being operated on the roads and highways within the City, a towing procedure may require the use of auxiliary equipment specifically designed for a specialized purpose. This auxiliary equipment should be used when appropriate. A listing of service and auxiliary equipment for each classification can be found in Exhibit B.

F. Operator must maintain an operable tow motor for moving vehicles in areas where towed vehicles are stored at Operator's premises.

G. Operator must maintain an inspection lift with a minimum 9,000-pound lift capacity.

**4. TOW TRUCK DRIVERS.**

A. Operator shall ensure that all employees, including tow truck drivers ("Drivers") and/or independent contractors responding to calls initiated by the BPD or BCED, having contact or access with vehicles towed, or having contact or access to administrative records, are qualified and competent employees of Operator. Operator shall ensure that Drivers are trained and proficient in the use of the tow trucks and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles providing services. Drivers shall perform all towing and recovery operations in the safest and most expedient manner possible. Operator shall ensure Drivers responding to a call initiated by the BPD or BCED have one of the following:

1) A minimum of five (5) years or more of tow truck driver experience verified in writing by Operator and the Driver; or

2) The Driver has completed a tow truck driver training program within the last five (5) years verified in writing by Operator and the Driver.

B. Drivers shall be at least eighteen (18) years old and possess the following minimum class driver license.

1) Class A tow truck - A valid Class C license, or a valid Class A license with valid medical certificate.

2) Class B tow truck - A valid Class C license for non-regulated vehicles, or a valid Class A license with valid medical certificate for regulated vehicles pursuant to California Vehicle Code Section 34500.

3) Class C and D tow trucks - A valid Class A license with valid medical certificate.

C. The Class A license must be endorsed to allow operation of special vehicle configurations and/or special cargoes as described in Exhibit B of this Agreement.

D. Operator shall maintain a current list of Drivers.

1) Operator shall provide a current list of its Drivers and employees available for inspection by the BPD and BCED. Operator shall update the list upon any change in Driver status, including the addition of any new Driver(s), the deletion of any Driver(s), and revocation or suspension of a driver's license. Operator shall notify the BPD and BCED upon any such change in Driver status or employee status.

2) Operator shall, at a minimum, maintain the following information for each Driver and employee:

a) Full name.

b) Date of Birth.

c) California driver's license number and expiration date.

d) Copy of valid medical certificate (if required).

e) Job title/description.

f) Current home address.

g) Current home phone number.

h) Type(s) of truck(s) Driver has been trained and instructed to operate.

i) Certificate showing Driver is trained and certified with California Tow Truck Association (CTTA), Towing & Recovery Association of America (TRAA), or Wreckmaster (private).

E. All Drivers shall be enrolled in the Employer Pull Notice Program ("EPN").

1) Upon the addition of new Drivers, Operator will be granted a maximum of thirty (30) calendar days to enroll Drivers in the EPN.

2) Pull Notices shall be kept on file, signed and dated by Operator.

F. Drivers shall wear an identifiable uniform shirt displaying Operator's and Drivers' names while engaged in BPD or BCED rotation tow operations. They will not wear any hat, head covering, or garment that displays any logo other than Operator's logo.

G. Drivers shall wear a safety vest or reflectorized clothing, meeting Occupational Safety and Health Administration requirements.

**5. DEMEANOR AND CONDUCT.**

A. While involved in the Banning rotation tow operations, Operator and/or its employees shall refrain from any act(s) of misconduct, including, but not limited to, any of the following:

1) Rude or discourteous behavior.

2) Lack of service, selective service, or refusal to provide service which Operator is, or should be, capable of performing.

3) Any act of sexual harassment or sexual impropriety.

4) Unsafe driving.

5) Exhibiting any objective symptoms of alcohol and/or drug use.

6) Appearing at the scene of a BPD or BCED call with the odor of an alcoholic beverage emitting from his or her breath. Operator/Driver shall submit to a preliminary alcohol screening test upon demand of the BPD.

7) Use of radios or other music equipment or telephone ringers at levels that are excessively loud or cause disturbance to neighbors, as determined in the BPD's or BCED's sole and absolute discretion.

8) Animals on premises, except watchdogs. However, watchdogs shall be maintained within Operator's premises by a fence that is adequate to contain the dogs within the premises. The BPD or BCED may require Operator to remove the dog(s) from the premises if, in the BPD's or BCED's sole and absolute discretion, a dog barks excessively.

B. All BPD-related and BCED-related tow service complaints received by the BPD or BCED against Operator, its employees, or agents will be accepted and investigated in a fair and impartial manner. As a result of the investigation, the BPD or BCED may suspend this Agreement. In any event, Operator will be notified of the results of any investigation.

C. Operator shall agree to the review of each of Operator's employees and execute the disclosure and acknowledgment attached hereto at Exhibit D. Operator shall retain all employee-executed copies of Exhibit D and provide the same to the City upon request.

D. Operator shall post a notice in a conspicuous place at Operator's place of business of a size that is at least 8 1/2" x 11" informing the public of the right to make complaints regarding service provided by Operator within the City, and shall include the name and location where complaints can be made to the City. Operator shall notify the BPD, in writing, within seventy-two (72) hours of any complaints made to Operator regarding the performance of service in connection with towing or storage, or concerning rates, charges of fees, or any claims, or any legal actions filed, delivered, or served upon, or instituted against, Operator or any of its agents, officers, or employees.

## 6. RATES CHARGEABLE TO VEHICLE OWNERS.

A. Any and all proposed adjustments in fees, rates, and service charges must be approved by the City of Banning City Council.

B. Rates charged to vehicle owners for calls originating from the City shall not exceed ten percent (10%) of the maximum rate amounts for towing and impounds chargeable to vehicle owners as determined by the California Highway Patrol ("CHP") for the Banning region. The CHP-approved rates are those contained in Exhibit C, attached hereto and incorporated herein by reference. If the CHP authorizes or amends new maximum rates for towing services, then the Parties may, without further City Council authorization, amend or replace Exhibit C to be consistent with the CHP's rate structure. The City shall not unreasonably deny or withhold its approval of any amendment to Exhibit C so long as they are consistent with CHP-approved rates.

C. Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except when an operation involving the process of up righting an overturned vehicle or returning a vehicle to a normal position on the roadway that required the use of auxiliary equipment due to the size or location of the vehicle occurs ("Vehicle Recovery Operations"), thereby requiring a larger class of tow truck. This will normally be limited to operations requiring a Class B, C, or D tow truck(s).

D. The rate of towing shall be computed beginning from the time of departure from the place of business or point of dispatch, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or the completion of the call, if another call is pending, whichever is shorter. Return to place of business includes a reasonable and verifiable amount of time required to place the tow truck back into service when unusual circumstances require additional time that is not part of normal operating procedures. (Examples: (i) 4x4 recovery in the mud; reasonable to charge for cleaning mud from truck and equipment; (ii) burned car on car carrier: reasonable to charge for cleaning burn debris from carrier bed; (iii) car towed from side of road on misty night and leaves mud track on bed of carrier: not reasonable to charge for cleaning of carrier bed.) Time expended shall be charged at a rate not to exceed the authorized hourly rate. Time expended in excess of the minimums shall also be at the hourly rate in no more than one (1) minute increments. There shall be no additional charges, including, without limitation, mileage or labor charges.

1) Operator may charge the registered vehicle owner up to a 30-minute minimum per call for any service or tow that is performed when the vehicle operator or agent is present and the vehicle is not stored at the direction of the BPD officer or BCED Officer-in-Charge.

2) Operator may charge the registered vehicle owner up to a one-hour minimum per call on public safety response calls, which means a response that results in the storage of a vehicle at the direction of the BPD or BCED Officer-in-Charge and does not include storage at the request of the vehicle operator, registered owner, or agent.

3) Operator shall base towing charges upon the class of vehicle being towed regardless of the class of truck used, except when Vehicle Recovery Operations require a larger class truck.

## 7. COLLUSION.

A. An Operator and/or proposer shall not conspire, attempt to conspire, or commit any other act of collusion, with any other Operator or proposer for the purpose of secretly, or otherwise, establishing an unfair understanding regarding rates or conditions to this Agreement that would bring about any unfair condition that could be prejudicial to the BPD or BCED, the motoring public, or other tow truck companies.

B. Examples of "collusion" include, but are not limited to conspiracy by Operator to establish artificially high or low rate(s) for services performed pursuant to this Agreement, and the like.

C. A finding by the BPD or BCED that Operator or a proposer have been involved in collusion shall be cause for rejection of the proposal or shall nullify this Agreement. Operator or proposers found to be involved in any act, or attempted act of collusion, shall be disqualified from participation on the BPD or BCED rotation tow list for the term of this Agreement, plus three (3) years, in all jurisdictions policed by the BPD or BCED.

## 8. OPERATOR RESPONSE TO CALLS.

A. Responsive Service. Operator shall respond to the BPD and BCED calls twenty-four (24) hours per day, seven (7) days per week, within the maximum response time established by this Agreement. "Response time" shall mean the period of time from Operator's notification by the BPD or BCED dispatch of a call to the arrival of the tow truck at the location requested. When Operator will be temporarily unavailable to provide services due to a preplanned or scheduled activity (e.g., vacations, maintenance, medical leave), Operator's representative shall notify the BPD and BCED at least twenty-four (24) hours prior to the date that services will be unavailable, noting the times and dates of the unavailability. Operator shall respond with a tow truck of the class required to tow the vehicle specified by the BPD and/or BCED. If, after accepting the call, Operator is unable to respond or will be delayed in responding, Operator shall immediately notify the BPD and/or BCED dispatch. In such case, the BPD and/or BCED shall have the right to use an alternative tow truck operator holding a towing and storage services agreement to provide the services for such call. Operator shall not assign any calls to other tow truck companies.

1) Operator's maximum response time for critical tow circumstances (e.g., traffic collisions, impounds, hazards, road blockages) is twenty (20) minutes.

a) *Response Time.* Operator's response to calls from the BPD and BCED for towing service shall not exceed twenty (20) minutes from the time Operator received the request from the BPD or BCED to the time the tow vehicle arrives at the location from which the tow is to be made.

b) *Three Axle Tow Truck.* The maximum response time notwithstanding, when the tow requires a three axle tow truck and Operator subcontracts for use of three (3) axle tow truck, Operator's response time shall not exceed thirty (30) minutes.

2) If Operator has not arrived on the scene within the 20-minute maximum time, the BPD or BCED may request a tow vehicle from another tow truck operator

specified on the rotation list, and Operator may not take the tow. A failure to respond and perform required towing or service, and/or repeated failure(s) to meet the maximum response time requirements, shall constitute failure to comply with the terms and conditions of this Agreement.

a) The Contract Administrator may, in his or her sole and absolute discretion, take immediate disciplinary action for any flagrant violation of the requirement to respond within the maximum response time.

b) The Contract Administrator may, in his or her sole discretion, excuse any delay or may extend Operator's response time to any call if Operator calls the BPD or BCED within the 20-minute response time to notify them of a delay and states the reason for the delay. After consideration of the specific circumstances, the Contract Administrator shall determine whether the delay and extension is justified. Factors under such consideration include, but are not limited to, unforeseen causes beyond the control and without the fault or negligence of Operator, including, but not limited to, acts of God or the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, material shortages beyond the Parties' control, wars, litigation, and/or acts of any governmental agency.

c) Upon receiving requests for tow service by the BPD or BCED, Operator shall record the time such requests are made and the time at which a tow vehicle is dispatched and maintain such record for at least six (6) months.

d) Failure of Operator to respond within the maximum response time, on five (5) or more occasions within any 365-day period, shall be a material default, constituting grounds for termination of this Agreement.

B. In responding to a BPD or BCED call, Operator shall perform the towing or service required for which Operator was called. This requirement may be waived by the BPD or BCED Officer-in-Charge, if the requested equipment is inadequate for the service to be performed; provided, however, if Operator supplies the wrong equipment, the BPD and/or BCED shall have the automatic and immediate right to use an alternative tow truck operator holding a towing and storage services agreement with the City to provide the services for such call.

C. Operator shall not respond to a BPD or BCED call assigned to another tow truck operator unless requested to do so by the BPD or BCED. If a tow truck operator assigned to the initial BPD or BCED call requires the assistance of an additional operator at the scene, the tow truck operator assigned to the initial call may, subject to the prior approval of the BPD or BCED Officer-in-Charge, request the assistance of Operator. If Operator, who was not called to a scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and a BPD or BCED Officer-in-Charge requests its assistance in clearing the roadway, Operator may be requested to move the vehicle to a safe location, as directed by the officer, and leave the vehicle.

D. Only the actual number and type of tow truck personnel and equipment requested by the BPD or BCED from Operator shall respond to a BPD or BCED call. Additional tow truck personnel and equipment shall be pre-approved by the BPD or BCED Officer-in-Charge. This shall not preclude Operator from responding to an incident to ascertain if additional assistance

or equipment is required. There shall be no additional charge by Operator for any personnel or equipment that is not necessary to perform the required service.

**9. STORAGE OPERATIONS.**

A. Operator's Responsibilities.

1) Operator shall be responsible for the care, custody, and control of all vehicles stored by it, together with all accessories and equipment on each vehicle and all personal property in each vehicle.

2) It shall be Operator's responsibility to protect the stored equipment and property against loss or damage by fire, theft, weather, or other causes. In the event of loss or damage to a stored vehicle, its accessories or equipment, or personal property contained in the vehicle, Operator shall be responsible to the owner for all losses and/or damages. Personal property in vehicles stored by Operator shall not be disposed of to defray any charges for the towing or storing of a vehicle; and, if not called for by the owner within thirty (30) calendar days after date of notice by BPD or BCED of impound or storage, all such property shall be disposed of in accordance with all federal, state, and local laws, including without limitation, California Vehicle Code Section 10652.

3) Operator shall take all reasonable precautions required by the BPD and BCED to avoid damage to any evidence, such as fingerprints or stains. Vehicles taken into custody for evidence shall be stored at a location designated by the BPD. Operator shall take whatever actions and precautions necessary to protect the engines, trunks, and interior areas of all stored or impounded vehicles against the elements by rolling up windows, closing doors, trunk lids, and hoods, and, if necessary, covering the vehicle or parts thereof exposed to the weather with plastic, canvas, or other waterproof covering. Operator shall park all stored or impounded vehicles in such a manner as to prevent any damage while other vehicles are being moved or parked in the vicinity of the vehicles.

4) Whenever possible, vehicles held for a 30-day hold must be placed in a secured, enclosed, inside storage area.

5) The BPD or BCED will complete a detailed written inventory of all personal property in any vehicle that is towed and stored, or towed and impounded, by Operator at their request, and the responding Driver shall complete the appropriate section on the BPD's or BCED's form and shall sign the form. A copy of the signed form shall be given to the responding Driver and shall be retained by Operator.

6) Under no circumstances may a vehicle and/or personal property located in a vehicle be released by Operator to the vehicle owner, or his or her designated representative, without the express written permission from the BPD and/or the BCE.

7) Operator shall obtain written approval from the BPD or BCED prior to the removal of any personal property from a stored or impounded vehicle and shall provide a receipt, with a copy placed in the stored vehicle, for all removed property. The requirement to obtain approval from the BPD or BCED prior to the removal of property may be excused by the

Contract Administrator if he or she determines that proper safeguards and procedures are utilized by Operator.

a) This requirements may not be waived in cases where a vehicle has been impounded for evidence or investigation.

b) With approval from the BPD or BCED, Operator shall release personal property from an impounded vehicle at the request of the vehicle owner, or his or her agent.

(1) Personal property includes: papers, transportable cellular telephones, portable radios and/or portable stereo equipment, clothes, luggage, tools, and all other unaffixed contents.

(2) Items of personal property in a stored vehicle that are not required as evidence shall be released upon request of the vehicle owner or his/her agent.

c) Cargo not held as evidence shall be released upon demand of the carrier or pursuant to a court order.

8) Operator shall not charge a storage fee for the time during which vehicles are stored by the BPD or BCED on City-owned property for the processing of evidence. Upon completion of the processing of evidence, BPD or BCED shall notify the registered vehicle owner that his or her vehicle is ready to be released. If the vehicle owner claims his or her vehicle directly from BPD or BCED within twenty-four (24) hours, Operator shall not be entitled to collect any storage fees from the vehicle owner or the City. If the vehicle owner fails to claim his or her vehicle within twenty-four (24) hours, the City shall contact Operator responsible for initially towing the subject vehicle, and Operator will then be responsible for towing the subject vehicle to Operator's storage facility. Upon storing the vehicle in Operator's storage facility, Operator is entitled to begin charging a storage fee. Notwithstanding the foregoing, Operator is entitled to charge towing fees at the standard towing rate for all vehicles towed in connection with the processing of evidence, as set forth in Exhibit C.

9) Operator shall post and maintain a sign or signs which have been approved by the Contract Administrator in a conspicuous place or places on Operator's premises where the vehicle owner re-claims his/her vehicle and in a location designated by the Contract Administrator that is clearly visible to the public from the street, and which gives notice of:

a) The approved "Rate Schedule" for tow and storage services;

b) The method of payment(s) that are acceptable by Operator, which shall include at a minimum credit cards and U.S. currency;

c) Notice that a written receipt shall be supplied by Operator for the amount of payment received;

d) The telephone number and address of the Contract Administrator; and

e) The address where a vehicle owner may address his or her complaints regarding Operator's tow and/or storage services.

10) For the purpose of this Agreement, "normal business hours" shall not be less than 8 a.m. to 5 p.m., Monday through Friday, and Operator's place of business shall be staffed continuously during these periods, except for the following state-recognized holidays:

a) New Year's Day, Martin Luther King Day, Lincoln Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.

11) Business hours shall be posted in plain view to the public at both the place of business and/or storage facility.

12) Employees shall be properly trained and supervised in conducting business transactions related to towing, storage and release of vehicles/property.

13) Operator shall have a responsible person(s) on-call on a twenty-four (24) hour basis, seven (7) days a week. The designated on-call person(s) shall be available to release vehicles at all times, twenty-four (24) hours per day, seven (7) days per week, including holidays.

B. Storage Facilities.

1) Operator shall maintain sufficient storage spaces, as approved by the Contract Administrator.

2) The storage yard must conform to all local zoning use requirements then in effect and have any required permits to operate at that location.

3) Operator shall maintain adequate security of vehicles and property at the place of storage in accordance with the requirements of this Agreement. All vehicles impounded or taken into custody by the BPD or BCED must be stored by Operator in areas that are enclosed by substantial wire fences or walls that have gates or doors that lock. Such fences or wall enclosures shall be not less than six (6) feet in height and shall have not less than one gate or door of a width and height that is adequate to allow vehicles to be moved freely and without creation of traffic congestion. The bottom edge of the enclosure structure shall not be more than two (2) inches above the parking surface of the enclosed area. A fence or wall enclosure shall be maintained and repaired in good condition throughout the term of this Agreement. Such fences or walls shall be repaired within twenty-four (24) hours of the time of any damage thereto to insure proper protection of the stored vehicles. The storage area must be paved with concrete or asphalt and maintained in good condition. The Contract Administrator may modify security requirements as necessary to coincide with local conditions.

C. Location and Maintenance of Storage Facility.

1) Operator shall maintain and provide a place of business and storage facilities for the vehicles stored within the established boundaries of the City, as may be modified from time to time.

2) Operator's primary storage facility shall be located at the same location as the business address. If Operator stores vehicles at a different location from the primary location, this additional location shall be located within the City's limits and Operator shall furnish to the Contract Administrator the addresses of each and every additional storage facility. Operator shall release vehicles and personal property at the primary storage facility upon request of the owner.

a) In the event any vehicles are stored at a location other than the primary storage facility, there shall be no charge for any additional distance traveled to and from a secondary location.

3) Operator shall furnish the Contract Administrator with the addresses of all storage facilities whenever there is a change. Secondary storage facilities shall be located reasonably close to the main business office.

4) All landscaped and paved areas of Operator's premises shall be maintained in a neat and orderly condition with the landscape in a healthy condition and free of weeds and litter. All storage spaces used by Operator in conjunction with its services hereunder shall be kept free of litter, debris, and other materials, substances, or any automotive parts unless the parts are stored as evidence for the BPD or BCE. Operator shall avoid contamination of soil or surface waters with gasoline, oil, grease, or any other contaminating substance as required by federal, state, county or other local regulations.

D. All surfaces of any Operator storage facility shall be in good repair without broken parts, holes, potholes, or litter, and in such a condition that ensures that no damage to vehicles will result. Any facility used for the storage of vehicles located in the City shall be landscaped as follows: any portion of a lot not paved or occupied by a structure or designed for vehicular parking shall be landscaped with a mixture of ground cover, shrubs, and trees and may include decorative rock, walkways, or other features as approved by the City's Planning Director. All parking lots facing or abutting a public street or a residential district shall be screened by a solid wall or compact evergreen hedge not less than six (6) feet in height or by landscaped planters containing shrubs not less than six (6) feet in height or by a landscaped berm not less than six (6) feet in height or by a landscaped screening approved by the City's Planning Director. Operator shall prevent contamination of soil with gasoline, oil, grease, or any other contaminating substance as specified by federal, state, and local laws.

## 10. ABANDONED VEHICLE ABATEMENT PROGRAM.

A. At the request of the BPD or BCED, but no more than two (2) calendar days a week and eight (8) hours a day, Operator shall provide a Driver and the specified tow truck for the removal of abandoned vehicles, as described in the City of Banning Municipal Code Chapter 10.28. Drivers are subject to a maximum response time set forth in Section 8.A. of this Agreement in their execution of this provision.

B. Operator shall not remove any abandoned vehicles without first being instructed to do so by an authorized representative of the BPD or BCED.

C. Operator shall dispose of vehicles removed by Operator pursuant to this Section 10 pursuant to City of Banning Municipal Code Section 10.28.100.

D. Refusal and/or failure by Operator to provide the services described in this Section 10 shall be grounds for termination of this Agreement.

**11. INSURANCE REQUIREMENTS.**

A. Operator 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's Risk Manager. The following policies of insurance are required:

1) COMMERCIAL GENERAL LIABILITY insurance, which shall be on 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, products and completed operations, and contractual liability (including, without limitation, indemnity obligations), and with limits of liability of not less than $2,000,000 per occurrence for bodily injury and property damage, $2,000,000 per occurrence for personal and advertising injury, $4,000,000 aggregate for products and completed operations, and $4,000,000 general aggregate.

2) GARAGE-KEEPERS LEGAL LIABILITY insurance, which shall include coverage for vehicles in the care, custody, and control of Operator with limits of liability of not less than $500,000 per occurrence for property damage.

3) COMMERCIAL AUTOMOBILE LIABILITY insurance, which shall be on 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), and with limits of not less than $1,000,000 per accident for bodily injury and property damage.

4) ON-HOOK/CARGO insurance, which shall include coverage for vehicles in tow with limits of liability based on the size of the tow truck, which are as follows:

| | | |
|---|---|---|
| a) | Class A tow truck | $50,000 |
| b) | Class B tow truck | $100,000 |
| c) | Class C tow truck | $200,000 |
| d) | Class D tow truck | $250,000 |

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

6) EMPLOYERS' LIABILITY insurance with minimum limits of $1,000,000 each accident, $1,000,000 disease policy limit, and $1,000,000 diseases each employee.

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

C. The above described policies of insurance shall be endorsed to provide an unrestricted thirty (30) calendar days' written notice in favor of the City of policy cancellation, change or reduction of coverage, except for the Workers' Compensation policy, which shall provide a ten (10) calendar days' written notice of such cancellation, change or reduction of coverage. In the event any policies are due to expire during the term of this Agreement, Operator shall provide a new certificate and all applicable endorsements evidencing renewal of such policy prior to the expiration date of the expiring policy(ies) to the Contract Administrator. Upon issuance by the insurer, broker, or agent of a notice of cancellation, change, or reduction in coverage, Operator shall file with the Contract Administrator a new certificate and all applicable endorsements for such policy(ies).

D. The General Liability, Automobile Liability, and Garagekeepers Legal Liability insurance policies shall be written on an occurrence form and shall name the City, its officers, officials, agents, employees, and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Operator's insurance shall be primary and no contribution shall be required of the City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to the City, its officers, officials, agents, employees, and volunteers. Operator shall have furnished the City with the certificate(s) and applicable endorsements for all required insurance prior to the City's execution of this Agreement.

E. The fact that insurance is obtained by Operator shall not be deemed to release or diminish the liability of Operator, including, without limitation, liability under the indemnity provisions. The City 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 Operator. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability, nor limit the liability of, Operator, its principals, officers, agents, employees, persons under the supervision of Operator, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

F. Upon request of the City, Operator shall immediately furnish the City with a complete copy of any insurance policy required, including all endorsements, with the 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.

G. If at any time during the life of this Agreement or any extension, Operator fails to maintain the required insurance in full force and effect, all work under this Agreement shall be discontinued immediately until notice is received by the 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 the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement.

H. Should Operator subcontract all or any portion of the work to be performed, Operator shall require each subcontractor to provide insurance protection in favor of the City, its officer, officials, employees, agents, and authorized volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors certificates and endorsements shall be on file with Operator and the City prior to the commencement of any work by the subcontractor.

**12. INDEMNIFICATION.**

Operator shall indemnify the City, its officers, agents, and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys' fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the performance of the work or services of Operator, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Operator hereunder, or arising from Operator's negligent performance of or failure to perform any term, provision covenant or condition of this Agreement, but excluding such claims or liabilities to the extent caused by the active negligence or willful misconduct of the City.

**13. INSPECTIONS.**

A. Operator must pass not less than one (1) annual inspection of all tow trucks of an Operator by a qualified law enforcement agency. The BPD or BCED may conduct inspections at any time (at no charge to Operator) of all tow trucks used by Operator to determine whether such tow trucks are safe and adequately equipped to perform the service required of such class level tow truck.

B. The BPD or BCED may also conduct inspections at any time (at no charge to Operator) of Operator's business premises to determine whether the premises are secured and maintained. The BPD or BCED may conduct inspections without notice during normal business hours.

C. In the event that an inspection reveals that a tow truck is not suitable for towing operations, the BPD or BCED shall notify Operator in writing that the vehicle is disapproved and cannot be dispatched by Operator. Operator shall not dispatch a disapproved tow truck (to a BPD or BCED call), until written authorization has been obtained from either the BPD or BCED that the vehicle is "approved."

**14. BUSINESS RECORDS AND GROSS RECEIPTS ACCOUNTING.**

A. Operator shall maintain written or computerized records, at its place of business relating to tow, storage, impound, or lien services furnished under this Agreement, including a description of vehicles, nature of service, Driver's name, start time, end time, location of call, and itemized costs of towing and storage.

B. Operator shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, FCC licensing, and non-BPD/BCED tows.

C. The BPD and BCED may inspect all Operator records without notice during normal business hours.

D. Operator shall permit the BPD and BCED to make copies of business records at its place of business, or to remove business records for the purpose of reproduction. The BPD and BCED shall provide a receipt for any original records removed from Operator's place of business.

E. Records shall be maintained and available for inspection for a period of two (2) years plus the current term of this Agreement.

F. Operator shall issue complete and accurate receipts to all customers.

G. Operator must notify the CHP as required by Section 10652 of the California Vehicle Code.

H. Gross Receipts Reports/Accounting. Operator shall keep accurate records of all "gross receipts" earned as a result of the business conducted, excepting therefrom all sales and excise taxes ("Gross Receipts Records"). "Gross receipts" is defined as all revenues received from towing and related services, storage, salvage sales of abandoned or unclaimed vehicles, plus incidental receipts earned by Operator as a result of business conducted under this Agreement. All charges shown on invoices and other records are to be explicit in detail, showing the reason for the amount specified therein.

I. Operator shall also keep accurate records of all lien sales completed as a result of the business conducted, excepting therefrom all sales and excise taxes ("Lien Sales Records"). In conjunction with the quarterly payment of the Towing Program Fee, Operator shall provide to the City, in a form approved by the Finance Director, a copy of its Gross Receipts Records and Lien Sales Records covering the immediately preceding six-month period during the Term. Such Gross Receipts Records must be available at all times during normal business hours and shall be subject to inspection, review, and audit by the Contract Administrator.

J. The Gross Receipts and Lien Sales Records must be supported by source documents such as receipt slips, cash register tapes, invoices or other pertinent information. All charges, fees, and receipts shall be recorded by means of cash registers, which shall be equipped with devices that lock in the totals and other records of transactions or with a counter that cannot be reset, which records transaction numbers and receipt details. Operator shall read and record the totals at the beginning and end of each calendar day.

K. At the request of the BPD or BCED, Operator shall furnish the BPD or BCED a written list of all vehicles that have been towed by Operator within five (5) business days of such request. Such list shall show the date of tow, storage location of each vehicle, dates of storage, vehicle make and model, license number, and vehicle serial number.

L. Audits. Operator must make available to the City, upon three (3) calendar days' written notice, its accounting records and books for inspection and audit. The BPD or BCED, the City, and their designated representative(s) agree to maintain the confidentiality of such accounting records and books, to the extent permitted to do so under federal and state laws, including without limitation the California Public Records Act (Cal. Gov. Code, § 6250 *et seq.*). Operator shall submit quarterly documentation detailing its operations on behalf of the City in both written and electronic formats that are acceptable to the City's Finance Director. Such documentation shall include the following information: the date, time, location, case number (if any), vehicle description (including make, model, and vehicle license number), and a brief description of the circumstances surrounding the tow (e.g., traffic collision, BPD impound, etc.). Operator shall maintain these records for a period of three (3) years. In addition, the City may request, no more than annually, that Operator undergo an audit of its accounting records and books by a professional auditor of the City's choice.

## 15. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT.

A. Except as provided by this Agreement, Operator shall not contract with any other entity not covered by this Agreement without the express, prior written approval of the City. As a condition of such an approval, the City may require any subcontractor to provide the City with Certificates of Insurance naming the City as an additional insured and other documentation of compliance with California Vehicle Code provisions applicable to a towing operation, such as current inspection reports by the CHP.

B. Neither this Agreement, nor any interest, may be transferred, assigned, conveyed, hypothecated, or encumbered either voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior express written approval of the 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 Operator, taking all transfers into account on a cumulative basis.

C. Any cause of violation of this Section, including any bankruptcy proceeding, shall be deemed a major violation and cause for suspension or termination of this Agreement. No City-approved transfer shall release Operator, or any surety of Operator, of any liability hereunder without the express consent of the City. The City's consent to one assignment shall in no way be deemed to be acceptance of any further assignment.

## 16. FINANCIAL INTEREST.

A. Operator shall not be directly involved in the towing-related business of any other tow truck operator or proposer. "Directly involved" shall mean anything in common between Operator or proposers with regard to any of the following: 1) business licenses; 2) insurance; 3) tow truck or equipment ownership; and 4) employees.

B. Facilities shared by tow truck operators shall be physically separated and secured from each other unless the Contract Administrator approves non-conforming facilities.

C. Any violation of this Section shall be deemed a major violation and cause for suspension, if deemed appropriate by the Contract Administrator.

**17. <u>DISCIPLINARY ACTIONS</u>.**

A. The Contract Administrator shall take disciplinary action against Operator for violations investigated and confirmed or sustained. Unless otherwise noted, the Contract Administrator shall determine the period of suspension. The Contract Administrator shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement.

B. Records of violations shall be retained by the BPD for at least thirty-six (36) months.

C. Disciplinary action taken against Operator by the Contract Administrator shall be honored by all BPD and BCED personnel. Likewise, any disciplinary action taken against Operator by a local CHP Commander may be honored by the BPD and BCED when the violation in question is related to a safety violation.

D. A violation of the equipment requirements related to safety shall be deemed a major violation and cause for immediate suspension of this Agreement. The Contract Administrator shall determine the period of the suspension. The suspension will remain in effect until the period of suspension is completed and the BPD has conducted an inspection and found that Operator is in compliance.

E. A violation of the Gross Vehicle Weight Rating (GVWR) and safe loading requirements of a tow truck shall be deemed a major violation and cause for immediate suspension of this Agreement. This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining fifty percent (50%) of the tow truck's unladen weight on the front axle when lifting/carrying a load.

F. A violation of intentionally overcharging, or a pattern of overcharging, shall be deemed a major violation and cause for immediate suspension or termination of this Agreement. If suspension occurs then the Contract Administrator shall determine the period of the suspension. The suspension will remain in effect until the period of suspension is completed and Operator has presented proof to the BPD that reimbursement has been made to the aggrieved customer(s).

G. Neither BPD nor BCED personnel shall be offered gratuities, and requests for gratuities shall not be honored by Operator, or its employees or associates . A violation of this Section shall be cause for suspension or termination of this Agreement.

H. A refusal to respond or to perform the required towing or service shall be cause for suspension of this Agreement.

I. Any failure to respond or repeated failures to respond within the maximum response time allowed shall be cause for suspension of this Agreement.

J. Responding to a BPD or BCED call assigned to another tow truck operator shall be cause for suspension of this Agreement.

K. Any unsatisfactory rating based on a violation of the Biennial Inspection of Terminals (BIT) Program requirements shall be deemed a major violation and cause for an immediate suspension of this Agreement. The Contract Administrator shall determine the period of the suspension. The suspension will remain in effect until the period of suspension is completed and Operator has presented proof of compliance with the BIT requirements.

L. Failure of Operator to satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss that occurred while the vehicle was in Operator's custody will result in suspension of this Agreement. The suspension will remain in effect until the period of suspension is completed and Operator has presented proof of the reimbursement.

M. Failure of Operator to comply with the inspection requirements of this Agreement will result in immediate suspension of this Agreement. The Contract Administrator shall determine the period of the suspension. The suspension will remain in effect until the period of suspension is completed and Operator has complied with the inspection requirement.

N. Sending a Driver for whom a form in substantial conformance with Exhibit D has not been submitted on a BPD or BCED call shall be cause for immediate suspension of this Agreement (this would also include those drivers dispatched by Operator's business). The suspension will remain in effect until the period of suspension is completed and Operator has submitted the Driver information, current EPN report, and documentation of the tow truck driver's experience or completed training program to the Contract Administrator.

O. Failure of Operator to maintain the minimum insurance requirements set forth in this Agreement will immediately nullify this Agreement and is deemed a major violation of this Agreement.

P. Operator will be subject to an additional suspension of this Agreement for failure to notify the Contract Administrator in advance of the insurance policy expiration or cancellation.

Q. Minor traffic violations may be deemed a minor violation of this Agreement.

R. A Driver, not under the immediate observation of Operator, while driving a tow truck, who is arrested and subsequently convicted for misdemeanor driving under the influence of alcohol and/or drugs, will be subject to immediate suspension from participating as a Driver under the provisions of this Agreement. The length of suspension will be at the Contract Administrator's discretion.

S. If Operator is serving a suspension for one (1) year or more, he or she shall be required to comply with all terms and conditions of this Agreement at the time of the

reinstatement. No equipment shall be approved that is not in compliance with the equipment specifications contained in this Agreement at the time of reinstatement. Sections of this Agreement that are commonly referred to as "grandfather clauses" shall no longer apply to any Operator who is suspended for one (1) year or more.

T. Major Violations. Violations of the terms and conditions of this Agreement that are subject to suspension for the first violation are categorized as major violations. Any subsequent or continuing major violation may be cause for termination of this Agreement.

1) Termination shall be invoked if, in the Contract Administrator's judgment, continued participation in the rotation tow program by the affected Operator may result in a hazard to public safety and/or welfare.

2) If deemed appropriate, in lieu of termination, the Contract Administrator may impose additional suspensions for longer periods.

U. Minor Violations. Except as specifically stated in this Agreement, minor violations of the terms and conditions of this Agreement may be cause for disciplinary action in the following manner:

1) 1st violation in twelve (12) months – Letter of written reprimand and mandatory meeting between the tow service owner and the Contract Administrator to discuss remediation and future avoidance of the violation.

2) 2nd violation in twelve (12) months – 1 to 30-day suspension of this Agreement.

3) 3rd violation in twelve (12) months – 60 to 90-day suspension of this Agreement.

4) 4th violation in twelve (12) months – Termination of this Agreement, or if deemed appropriate, in lieu of a termination, the Contract Administrator may impose additional suspensions for longer periods. If the suspension of Operator would take them through the expiration of the term of this Agreement, Operator may apply to be on the following year's rotation tow list, but Operator will not be reinstated until the full suspension is completed. If this Agreement is terminated, then Operator will be unable to apply for the BPD or BCED rotation tow list for the following three tow service agreements.

V. Nothing herein shall be deemed to prohibit the Contract Administrator from immediately suspending any Operator whose conduct, or that of his or her employee(s), in the discretion of the Contract Administrator, is deemed to be a danger to the motoring public or who has engaged in conduct constituting a flagrant violation of this Agreement.

**18. COMPLIANCE WITH LAWS.**

A. Operator and its employees shall, at all times, comply with all federal, state, and local laws and ordinances, which include, but are not limited to, California Vehicle Code Sections 22650. 22651.1, 22658(k)-(l), 226558.1, and 22850 and the provisions enumerated in

Exhibit A, and those laws which are applicable to Operator as promulgated by the California Department of Transportation, the CHP, and industry practices endorsed by the CTTA. To the extent the California Vehicle Code provisions in Exhibit A may be amended from time to time, such amendments shall supersede the applicable provisions in Exhibit A.

1) In the event of a misdemeanor traffic violation(s) by Driver(s) that come(s) to the attention of the BPD, the BPD shall advise Operator of the violation(s). Operator will be granted the opportunity to take necessary steps to ensure that such Driver(s) drive(s) in compliance with law. Any subsequent traffic violation(s) by Operator and/or the involved employee may be cause for appropriate disciplinary action against Operator and/or the involved Driver(s).

2) Any traffic violation(s) involving a felony may be cause for immediate disciplinary action against Operator and/or the involved Driver.

B. The provisions contained herein do not preclude the BPD and/or BCED from taking appropriate enforcement or administrative action for any violations of law.

1) Any arrest, charge, or conviction of Operator, its employee(s), officer(s), or agent(s) involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a BPD and/or BCED tow call, or moral turpitude shall be cause for suspension of Operator, it's employee(s), officer(s), or agent(s), or immediate termination this Agreement.

## 19. LICENSES, PERMITS, FEES & ASSESSMENTS.

Operator shall have and maintain a valid City of Banning business license during the term of this Agreement. Operator 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. Operator 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 performance of the services requested by this Agreement.

## 20. ADVERTISING.

Operator shall not display any sign or engage in any advertisement indicating an official or unofficial connection with the BPD, the BCED, or the Department of Motor Vehicles. Examples include, without limitation, "Official BPD Tow," or "Approved by BPD." The provisions under this Section shall not preclude the Contract Administrator from implementing a system to mark and identify particular tow trucks as having passed the BPD or BCED inspection.

## 21. CANCELLATION, TERMINATION AND EXEMPTIONS.

A. This Agreement may be cancelled by the Contract Administrator or Operator, for any reason or no reason, with or without cause, by giving thirty (30) calendar days' written notice to the other Party.

B. For good cause shown, the Contract Administrator may temporarily relieve a qualified Operator of compliance with a required provision of this Agreement. Any such exemption must be requested in writing, stating valid reasons for the need and justification for a temporary exemption from a requirement of this Agreement. No exemption shall be deemed to have been granted unless it is expressly received by the requesting Operator in writing from the BPD.

1) No exemption shall be granted for a period greater than six (6) months from the date of its approval. Any noncompliance with a material provision of this Agreement after the expiration of a granted exemption shall result in the immediate termination of this Agreement.

2) No exemption shall be considered or granted concerning any legal or safety requirements.

C. If it is determined that Operator had knowledge of criminal activity occurring on the property of Operator, or Operator is arrested for a crime which is a felony, then the City may be immediately terminate this Agreement.

D. If Operator refused to comply with any of the terms of this Agreement, then the City may be immediately terminate this Agreement.

**22. COMPENSATION.**

Operator agrees to perform the services herein and to receive, as full payment therefore, those fees described in Exhibit C.

**23. FEES PAYABLE TO CITY.**

A. California Vehicle Code Section 12110(b) provides that a public entity may require payment of a fee in connection with the award of a franchise for towing vehicles on behalf of that public entity; provided, that the fee does not exceed the amount necessary to reimburse the public entity for its actual and reasonable costs incurred in connection with the towing program. Operator agrees to pay to the City that amount of fees in accordance with California Vehicle Code Section 12110, which provides that "a fee in connection with the award of a franchise for towing vehicles on behalf of that public entity . . . may not exceed the amount necessary to reimburse the public entity for its actual and reasonable costs incurred in connection with the towing program."

B. The fees that Operator shall pay to the City shall be paid as follows: For each vehicle tow processed by Operator as a result of a call for service from the BPD and/or BCED, Operator shall pay $138.00 to the City ("Towing Program Fee"). This means that those tow services identified in Sections A and B of Exhibit C shall require Operator to pay the City $138.00 per tow. Tows performed at the direction of the City, which do not result in the vehicle being stored or impounded, (i.e. City vehicles and evidence tows), will be deducted from the total on a one for one basis, as structured in Exhibit C. For example, if Operator processes six (6) tows as a result of a call for service from the BPD and/or BCED, but one (1) of the tows was a BPD vehicle tow that did not result in the vehicle being stored or impounded, and another tow was an evidence

tow that did not result in the vehicle being stored or impounded, then Operator shall pay to the City $552 for four (4) tows at $138 per tow.

C. These fees payable to the City shall be calculated by the City on a quarterly basis and paid by Operator as follows:

1) Each quarterly period shall run every three (3) months as follows: January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.

2) Within fifteen (15) calendar days following the end of a quarterly period, the City shall determine the amount due from Operator for all tows performed for the City that prior quarter and give written notice of the amount due from Operator.

3) Operator shall remit payment to the City of the fees due pursuant to this Section 23 within seven (7) business days of receiving notice from the City of the amount due. Payment shall be made to the City in the form of check, money order, or wire transfer payable to the "City of Banning" and directed to the attention of "Finance Department." The obligation to pay is not contingent on any payments due or paid to Operator for the actual tow and/or storage of any vehicle.

D. It is hereby acknowledged and agreed by Operator and the City that the $138.00 per-tow sum represents a reasonable estimate of the amount necessary to reimburse the public entity for its actual and reasonable costs incurred in connection with the towing program.

**24. 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 attorneys' fees, whether or not the matter proceeds to judgment.

**25. CORPORATE AUTHORITY.**

A. The persons executing this Agreement on behalf of the Parties hereto warrant that:

1) Such Party is duly organized and existing;

2) Such Party is authorized to execute and deliver this Agreement on behalf of the Party;

3) Entering into this Agreement is not contrary to the contentions of any Party in any litigation involving the Parties hereto;

4) By so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and

5) The entering into this Agreement does not violate any provision of any other agreement to which such Party is bound.

B. Operator, and the agents and employees of Operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City, the BPD, or the BCED.

**26. NOTICE.**

Any notice, demand, request, consent, approval, or communication 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 to the address set forth immediately below as to the City, and the address following the signatures below as to Operator. 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 upon seventy-two (72) hours from the time of mailing, if mailed as provided in this Section.

To City: City of Banning
99 E Ramsey Street
Banning, CA 92220

Copy to: Richards, Watson, & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, CA 90071
Attn: Serita R. Young

Operator: Clark's Towing and Recovery
275 E. Lincoln Street
Banning, CA 92220

**27. 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.

**28. INTEGRATION; AMENDMENT.**

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. The Parties agree that, by entering into this Agreement, any and all prior rights or obligations of the Parties under any Prior Agreement of any kind are hereby extinguished, except as expressly provided therein. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing.

**29. 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 invalidated provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

**30. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES.**

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

**31. CONFLICT OF INTEREST.**

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 this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Operator 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.

**32. VENUE.**

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

**33. COVENANT AGAINST DISCRIMINATION.**

Operator 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. Operator 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.

**34. RECITALS.**

All recitals preceding the terms of this Agreement are incorporated into the terms hereof and understood as binding obligations.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement on the Effective Date stated in the introductory clause.

| CITY OF BANNING | | OPERATOR |
|---|---|---|
| | By: | |
| Douglas Schulze, City Manager | | NAME:<br>TITLE: |
| | By: | |
| | | NAME:<br>TITLE: |
| ATTEST: | | |
| | | Tax ID No. |
| Caroline Patton, Deputy City Clerk | | |
| | | Address |
| APPROVED AS TO FORM:<br>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.**

## EXHIBIT A

## CALIFORNIA VEHICLE CODE LAWS

NOTE: The laws that govern a tow truck operator's business and vehicle operations are included in, but not limited to, this Exhibit. The list of laws included herein is intended as a general guide only. It is Operator's responsibility to know and comply with all federal and state statutes and all local ordinances relating to its operations; including those that are and are not listed, any new statutes or ordinances subsequently adopted, and any amendments, repeals, or modifications of existing statutes and ordinances, including, but not limited to, those described in this Exhibit.

**1. GENERAL.**

A. Operator shall be able to properly conduct a lien sale as outlined in Division 11, Chapter 10, Article 2, beginning with Section 22851 of the California Vehicle Code.

B. Operator and/or Drivers shall be properly licensed in accordance with Section 12804.9 of the California Vehicle Code. Commercial drivers' licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes. The following shows the correct license class and endorsement for the vehicle or cargo being transported:

| VEHICLE TYPE OF CARGO | CLASS LICENSE | ENDORSEMENT CODE |
|---|---|---|
| Pulling more than one trailer | A | T |
| Transporting passenger for hire | A or B | P |
| Tank Vehicle | A or B | N |
| Hazardous Materials | A, B, or C | H |
| Tank Vehicle with Hazardous Material | A, B, or C | X |

1) Drivers shall have the proper class of license and endorsements for the vehicle and cargo being transported, as shown above.

a) Whenever tank vehicles, double trailers, and/or hazardous materials carriers are towed or driven, the Driver is required to possess the appropriate class of license and endorsement.

b) Empty buses can be towed without the passenger transport endorsement, but the Driver must have the passenger transport endorsement if the bus is driven by him/her, even without passengers.

2) Drivers may obtain a Class A driver license that is restricted to towing other vehicles. The actual driving of damaged vehicles or vehicles being serviced requires that the Class A license not be restricted to towing vehicles. Commercial vehicle operators or operators of vehicles requiring a special certificate must possess both the appropriate license and certificate, as well as possess a valid medical card.

C. Operator shall comply with the provisions contained in Division 4, Chapter 2 (Reports of Stored Vehicles) of the California Vehicle Code (commencing at Section 10650).

D. Operator shall comply with the provisions of Section 10854 of the California Vehicle Code.

E. Operator shall comply with the provisions of Section 12110 of the California Vehicle Code.

F. Operator shall comply with the provisions of Division 11, Chapter 9 of the California Vehicle Code, relating to stopping, standing, or parking, and Chapter 10, relating to the removal or parked and abandoned vehicles.

G. Tow trucks shall comply with appropriate lighting and equipment requirements for motor vehicles as contained in the California Vehicle Code.

H. Tow trucks towing disabled legal vehicles or a legal combination of vehicles shall comply with the vehicle size, weight, load limitations contained in Division 15 of the California Vehicle Code.

1) Tow operators may obtain transportation permits, which allow specific variances on these vehicle length and weight limitations, through the California Department of Transportation or local authorities with respect to highways under their respective jurisdictions.

a) The California Department of Transportation issues permits to requesting operators on an annual basis. The permit allows the movement of disabled legal vehicles under the following conditions:

(1) Disabled legal vehicles or legal combinations of vehicles may be towed on state highways to the nearest appropriate place of repair, or nearest secure storage area that is appropriate for the vehicle or load, whichever is closest and most accessible. It is not the intent of the permit to allow these combinations to be towed to their ultimate destination for convenience, unless that destination meets the foregoing criteria.

(2) Disabled legal vehicles or combination of vehicles, when connected to a tow truck, may exceed legal gross weight limitations. When the end of a truck or truck tractor of legal weight is elevated by a tow truck, the drive axles, the tow truck and/or the drive axle(s) of the disabled vehicle may exceed legal axle or axle group weight limitations. If any axle or axle group exceeds legal weight, movement will be limited to specific routes.

b) Disabled vehicles or combination of vehicles whose movement is authorized by a transportation permit, or any disabled vehicle or any combination of vehicles which, because of damage, has incurred distortion in width or height, causing the vehicle to be in excess of legal dimensions, may be moved at the direction of a peace officer or single trip permit issued by the California Department of Transportation.

c) The Driver, operating under a transportation permit, shall comply with all terms and conditions of the permit.

I. Operator shall comply with the provisions of Sections 3068 through 3074 of the California Civil Code.

J. Operator shall comply with Sections 182, 470, and 532 of the California Penal Code, relating to fraud and conspiracy to commit fraud.

K. Operator shall comply with the provisions of Sections 17200 *et seq.* and 17500 *et seq.* of the California Business and Professions Code, relating to fraudulent or unfair business practice, or false or misleading statements.

**2. SPECIFIC CALIFORNIA VEHICLE CODE REQUIREMENTS RELATING TO TOW TRUCKS, INCLUDING, BUT NOT LIMITED TO:**

A. Summarized California Vehicle Code Provisions:

Unlawful Advertising as Department; Use of Department Initials or Identity (Cal. Veh. Code, § 25)

(a) It is unlawful for any person to display or cause or permit to be displayed any sign, mark, or advertisement indicating an official connection with either the Department of Motor Vehicles or the Department of the California Highway Patrol unless such person has lawful authority, permission, or right to make such display.

(b) It is unlawful for the holder of any occupational license issued pursuant to Division 5 (commencing with Section 11100) to use the initials "DMV," the Department of Motor Vehicles logogram, or the words "Department of Motor Vehicles" in any business name or telephone number. No occupational licensee may use the initials, logogram, or words in any advertisement in a way that indicates, or could be construed to indicate, any official connection with the Department of Motor Vehicles other than as a licensee.

Tow Truck (Cal. Veh. Code, § 615(a))

A "tow truck" is a motor vehicle which has been altered or designed and equipped for, and primarily used in the business of, transporting vehicles by means of a crane, hoist, tow bar, tow line, or dolly or is otherwise primarily used to render assistance to other vehicles. A "roll-back carrier" designed to carry up to two vehicles is also a tow truck. A trailer for hire that is being used to transport a vehicle is a tow truck. "Tow truck" does not include an automobile dismantlers' tow vehicle or a repossessor's tow vehicle.

NOTE: A vehicle which is not exclusively used in the business of towing vehicles nor used to render assistance to other vehicles is not a "tow truck" as defined above and need not comply with the requirements of the California Vehicle Code sections cited in this Exhibit. Such a vehicle shall not be equipped with the flashing amber warning lights permitted on "tow trucks" and is not entitled to special parking privileges under California Vehicle Code Section 22513.

Portable Dolly (Cal. Veh. Code, § 4014)

Any portable or collapsible dolly carried in a tow truck or in a truck used by an automobile dismantler and used upon a highway exclusively for towing disabled vehicles is exempt from registration.

Mounting of Plates (Cal. Veh. Code, § 5201(a)(1))

The rear license plate on a tow truck or repossessor's tow vehicle may be mounted on the left-hand side of the mast assembly at the rear of the cab of the vehicle, not less than 12 inches nor more than 90 inches from the ground.

Compensation for Arranging or Requesting Towing Services (Cal. Veh. Code, § 12110(a))

Except as provided in subdivision (b), no towing service shall provide and no person or public entity shall accept any direct or indirect commission, gift, or any compensation whatever from a towing service in consideration of arranging or requesting the services of a tow truck. As used in this section, "arranging" does not include the activities of employees or principals of a provider of towing services in responding to a request for towing services.

Tow Trucks; Stopping at Scene of Accident or Near Disabled Vehicle; Soliciting an Engagement for Towing Services or to Remove Vehicle; Conditions; Documentation and Reporting Requirements; Fees; Misdemeanors; Exceptions (Cal. Veh. Code, § 22513(a)-(e))

(a)(1) It is a misdemeanor for a towing company or the owner or operator of a tow truck to stop or cause a person to stop at the scene of an accident or near a disabled vehicle for the purpose of soliciting an engagement for towing services, either directly or indirectly, to furnish towing services, to move a vehicle from a highway, street, or public property when the vehicle has been left unattended or when there is an injury as the result of an accident, or to accrue charges for services furnished under those circumstances, unless requested to perform that service by a law enforcement officer or public agency pursuant to that agency's procedures, or unless summoned to the scene or requested to stop by the owner or operator of a disabled vehicle.

(2)(A) A towing company or the owner or operator of a tow truck summoned, or alleging it was summoned, to the scene by the owner or operator of a disabled vehicle shall possess all of the following information in writing prior to arriving at the scene:

(i) The first and last name and working telephone number of the person who summoned it to the scene.

(ii) The make, model, year, and license plate number of the disabled vehicle.

(iii) The date and time it was summoned to the scene.

(iv) The name of the person who obtained the information in clauses (i), (ii), and (iii).

(B) A towing company or the owner or operator of a tow truck summoned, or alleging it was summoned, to the scene by a motor club, as defined by Section 12142 of the Insurance Code,

pursuant to the request of the owner or operator of a disabled vehicle is exempt from the requirements of subparagraph (A), provided it possesses all of the following information in writing prior to arriving at the scene:

(i) The business name of the motor club.

(ii) The identification number the motor club assigns to the referral.

(iii) The date and time it was summoned to the scene by the motor club.

(3) A towing company or the owner or operator of a tow truck requested, or alleging it was requested, to stop at the scene by the owner or operator of a disabled vehicle shall possess all of the following information in writing upon arriving at the scene:

(A) The first and last name and working telephone number of the person who requested the stop.

(B) The make, model, and license plate number, if one is displayed, of the disabled vehicle.

(C) The date and time it was requested to stop.

(D) The name of the person who obtained the information in subparagraphs (A), (B), and (C).

(4) A towing company or the owner or operator of a tow truck summoned or requested, or alleging it was summoned or requested, by a law enforcement officer or public agency pursuant to that agency's procedures to stop at the scene of an accident or near a disabled vehicle for the purpose of soliciting an engagement for towing services, either directly or indirectly, to furnish towing services, or that is expressly authorized to move a vehicle from a highway, street, or public property when the vehicle has been left unattended or when there is an injury as the result of an accident, shall possess all of the following in writing before leaving the scene:

(A) The identity of the law enforcement agency or public agency.

(B) The log number, call number, incident number, or dispatch number assigned to the incident by law enforcement or the public agency, or the surname and badge number of the law enforcement officer, or the surname and employee identification number of the public agency employee.

(C) The date and time of the summons, request, or express authorization.

(5) For purposes of this section, “writing” includes electronic records.

(b) The towing company or the owner or operator of a tow truck shall make the written information described in subdivision (a) available to law enforcement, upon request, from the time it appears at the scene until the time the vehicle is towed and released to a third party, and shall maintain that information for three years. The towing company or owner or operator of a tow truck shall make that information available for inspection and copying within 48 hours of a written request from any officer or agent of a police department, sheriff's department, the

Department of the California Highway Patrol, the Attorney General's office, a district attorney's office, or a city attorney's office.

(c)(1) Prior to attaching a vehicle to the tow truck, if the vehicle owner or operator is present at the time and location of the anticipated tow, the towing company or the owner or operator of the tow truck shall furnish the vehicle's owner or operator with a written itemized estimate of all charges and services to be performed. The estimate shall include all of the following:

(A) The name, address, telephone number, and motor carrier permit number of the towing company.

(B) The license plate number of the tow truck performing the tow.

(C) The first and last name of the towing operator, and if different than the towing operator, the first and last name of the person from the towing company furnishing the estimate.

(D) A description and cost for all services, including, but not limited to, charges for labor, special equipment, mileage from dispatch to return, and storage fees, expressed as a 24-hour rate.

(2) The tow truck operator shall obtain the vehicle owner or operator's signature on the itemized estimate and shall furnish a copy to the person who signed the estimate.

(3) The requirements in paragraph (1) may be completed after the vehicle is attached and removed to the nearest safe shoulder or street if done at the request of law enforcement or a public agency, provided the estimate is furnished prior to the removal of the vehicle from the nearest safe shoulder or street.

(4) The towing company or the owner or operator of a tow truck shall maintain the written documents described in this subdivision for three years, and shall make them available for inspection and copying within 48 hours of a written request from any officer or agent of a police department, sheriff's department, the Department of the California Highway Patrol, the Attorney General's office, a district attorney's office, or a city attorney's office.

(5) This subdivision does not apply to a towing company or the owner or operator of a tow truck summoned to the scene by a motor club, as defined by Section 12142 of the Insurance Code, pursuant to the request of the owner or operator of a disabled vehicle.

(6) This subdivision does not apply to a towing company or the owner or operator of a tow truck summoned to the scene by law enforcement or a public agency pursuant to that agency's procedures, and operating at the scene pursuant to a contract with that law enforcement agency or public agency.

(d)(1) Except as provided in paragraph (2), a towing company or the owner or operator of a tow truck shall not charge a fee for towing or storage, or both, of a vehicle in excess of the greater of the following:

(A) The fee that would have been charged for that towing or storage, or both, made at the request of a law enforcement agency under an agreement between a towing company and the law

enforcement agency that exercises primary jurisdiction in the city in which the vehicle was, or was attempted to be, removed, or if not located within a city, the law enforcement agency that exercises primary jurisdiction in the county in which the vehicle was, or was attempted to be, removed.

(B) The fee that would have been charged for that towing or storage, or both, under the rate approved for that towing operator by the Department of the California Highway Patrol for the jurisdiction from which the vehicle was, or was attempted to be, removed.

(2) Paragraph (1) does not apply to the towing or transportation of a vehicle or temporary storage of a vehicle in transit, if the towing or transportation is performed with the prior consent of the owner or operator of the vehicle.

(3) No charge shall be made in excess of the estimated price without the prior consent of the vehicle owner or operator.

(4) All services rendered by a tow company or tow truck operator, including any warranty or zero cost services, shall be recorded on an invoice, as described in subdivision (e) of Section 22651.07. The towing company or the owner or operator of a tow truck shall maintain the written documents described in this subdivision for three years, and shall make the documents available for inspection and copying within 48 hours of a written request from any officer or agent of a police department, sheriff's department, the Department of the California Highway Patrol, the Attorney General's office, a district attorney's office, or a city attorney's office.

(e) A person who willfully violates subdivision (b), (c), or (d) is guilty of a misdemeanor, punishable by a fine of not more than two thousand five hundred dollars ($2,500), or by imprisonment in a county jail for not more than three months, or by both that fine and imprisonment.

Freeways; stopping, parking or leaving vehicles standing; exceptions to prohibition; violation; conviction (Cal. Veh. Code, § 21718)

(a) No person shall stop, park, or leave standing any vehicle upon a freeway which has full control of access and no crossings at grade except:

(1) When necessary to avoid injury or damage to persons or property.

(2) When required by law or in obedience to a peace officer or official traffic control device.

(3) When any person is actually engaged in maintenance or construction on freeway property or any employee of a public agency is actually engaged in the performance of official duties.

(4) When any vehicle is so disabled that it is impossible to avoid temporarily stopping and another vehicle has been summoned to render assistance to the disabled vehicle or driver of the disabled vehicle. This paragraph applies when the vehicle summoned to render assistance is a vehicle owned by the donor of free emergency assistance that has been summoned by display upon or within a disabled vehicle of a placard or sign given to the driver of the disabled vehicle by the

donor for the specific purpose of summoning assistance, other than towing service, from the donor.

(5) Where stopping, standing, or parking is specifically permitted. However, buses may not stop on freeways unless sidewalks are provided with shoulders of sufficient width to permit stopping without interfering with the normal movement of traffic and without the possibility of crossing over fast lanes to reach the bus stop.

(6) Where necessary for any person to report a traffic accident or other situation or incident to a peace officer or any person specified in paragraph (3), either directly or by means of an emergency telephone or similar device.

(7) When necessary for the purpose of rapid removal of impediments to traffic by the owner or operator of a tow truck operating under an agreement with the Department of the California Highway Patrol.

(b) A conviction of a violation of this section is a conviction involving the safe operation of a motor vehicle upon the highway if a notice to appear for the violation was issued by a peace officer described in Section 830.1 or 830.2 of the Penal Code.

Towing and Service Charges; Credit Card or Cash Payment (Cal. Veh. Code, § 22651.1)

Persons operating or in charge of any storage facility where vehicles are stored pursuant to Section 22651 shall accept a valid bank credit card or cash for payment of towing and storage by the registered owner, legal owner, or the owner's agent claiming the vehicle. A credit card shall be in the name of the person presenting the card. “Credit card” means “credit card” as defined in subdivision (a) of Section 1747.02 of the Civil Code, except, for the purposes of this section, credit card does not include a credit card issued by a retail seller. A person operating or in charge of any storage facility who refuses to accept a valid bank credit card shall be liable to the owner of the vehicle or to the person who tendered the fees for four times the amount of the towing and storage charges, but not to exceed five hundred dollars ($500). In addition, persons operating or in charge of the storage facility shall have sufficient funds on the premises to accommodate and make change in a reasonable monetary transaction.

Credit charges for towing and storage services shall comply with Section 1748.1 of the Civil Code. Law enforcement agencies may include the costs of providing for payment by credit when agreeing with a towing or storage provider on rates.

Release to Owner or Person in Control on Proof of Current Registration or on Issuance of Notice to Appear for Registration Violation; Posting of Notice (Cal. Veh. Code, § 22850.3)

(a) A vehicle placed in storage pursuant to Section 22850 shall be released to the owner or person in control of the vehicle only if the owner or person furnishes, to the law enforcement agency or employee who placed the vehicle in storage, satisfactory proof of current vehicle registration. The agency which caused the vehicle to be stored may, in its discretion, issue a notice to appear for the registration violation, if the two days immediately following the day of impoundment are weekend days or holidays.

(b) At every storage facility there shall be posted in a conspicuous place a notice to the effect that a vehicle placed in storage pursuant to Section 22850 may be released only on proof of current registration or, at the discretion of the impounding agency, upon the issuance of a notice to appear for the registration violation by the local agency which caused the vehicle to be stored, specifying the name and telephone number of that local agency.

Taillamps Generally; Stoplamps; Reflectors (Cal. Veh. Code, §§ 24600(f), 24603(c), 24607(d))

Section 24600(f)

> (f) Taillamps on vehicles manufactured on or after January 1, 1969, shall be mounted not lower than 15 inches nor higher than 72 inches, except that a tow truck, in addition to being equipped with the required taillamps, may also be equipped with two taillamps which may be mounted not lower than 15 inches nor higher than the maximum allowable vehicle height and as far forward as the rearmost portion of the driver's seat in the rearmost position. The additional taillamps on a tow truck shall be lighted whenever the headlamps are lighted.

Section 24603(c)

> (c) Except as provided in subdivision (h), stoplamps on vehicles manufactured on or after January 1, 1969, shall be mounted not lower than 15 inches nor higher than 72 inches, except that a tow truck or a repossessor's tow vehicle, in addition to being equipped with the required stoplamps, may also be equipped with two stoplamps which may be mounted not lower than 15 inches nor higher than the maximum allowable vehicle height and as far forward as the rearmost portion of the driver's seat in the rearmost position.

Section 24607(d)

> (d) When more than one reflector is required, at least one shall be mounted at the left side and one at the right side, respectively, at the same level. Required reflectors shall be mounted not lower than 15 inches nor higher than 60 inches, except that a tow truck, in addition to being equipped with the required reflectors, may also be equipped with two reflectors which may be mounted not lower than 15 inches nor higher than the maximum allowable vehicle height and as far forward as the rearmost portion of the driver's seat in the rearmost position. Additional reflectors of a type meeting requirements established by the department may be mounted at any height.

Tow Trucks, Automobile Dismantler's Tow Vehicle and Towed Vehicle (Cal. Veh. Code, § 24605)

(a) A tow truck or an automobile dismantler's tow vehicle used to tow a vehicle shall be equipped with and carry a taillamp, a stoplamp, and turn signal lamps for use on the rear of a towed vehicle.

(b) Whenever a tow truck or an automobile dismantler's tow vehicle is towing a vehicle and a stoplamp and turn signal lamps cannot be lighted and displayed on the rear of the towed vehicle, the operator of the tow truck or the automobile dismantler's tow vehicle shall display to the rear a stoplamp and turn signal lamps mounted on the towed vehicle, except as provided in subdivision (c). During darkness, if a taillamp on the towed vehicle cannot be lighted, the operator of the tow

truck or the automobile dismantler's tow vehicle shall display to the rear a taillamp mounted on the towed vehicle. No other lighting equipment need be displayed on the towed vehicle.

(c) Whenever any motor vehicle is towing another motor vehicle, stoplamps and turn signal lamps are not required on the towed motor vehicle, but only if a stoplamp and a turn signal lamp on each side of the rear of the towing vehicle is plainly visible to the rear of the towed vehicle. This subdivision does not apply to driveaway-towaway operations.

Utility Flood and Loading Lamps (Cal. Veh. Code, § 25110(a)(l), (b))

(a) The following vehicles may be equipped with utility flood or loading lamps mounted on the rear, and sides, that project a white light illuminating an area to the side or rear of the vehicle for a distance not to exceed 75 feet at the level of the roadway:

(1) Tow trucks that are used to tow disabled vehicles may display utility floodlights, but only during the period of preparation for towing at the location from which a disabled vehicle is to be towed.

(b) Lamps permitted under subdivision (a) shall not be lighted during darkness, except while the vehicle is parked, nor project any glaring light into the eyes of an approaching driver.

Warning Lights on Tow Trucks Used to Tow Disabled Vehicles (Cal. Veh. Code, § 25253)

(a) Tow trucks used to tow disabled vehicles shall be equipped with flashing amber warning lamps. This subdivision does not apply to a tractor-trailer combination.

(b) Tow trucks may display flashing amber warning lamps while providing service to a disabled vehicle. A flashing amber warning lamp upon a tow truck may be displayed to the rear when the tow truck is towing a vehicle and moving at a speed slower than the normal flow of traffic.

(c) A tow truck shall not display flashing amber warning lamps on a freeway except when an unusual traffic hazard or extreme hazard exists.

Note: Vehicles used by automobile dismantlers to tow disabled vehicles may be equipped with flashing amber warning lights. Vehicles used by service stations or garages to occasionally render assistance to disabled vehicles are not tow trucks and are not permitted to be equipped with flashing amber warning lamps.

Use of Flashing Amber Warning Light (Cal. Veh. Code, § 25268)

No person shall display a flashing amber warning light on a vehicle as permitted by this code except when an unusual traffic hazard exists.

Emergency Reflectors; Emergency Warning Signs or Banners; Disabled or Parked Vehicles (Cal. Veh. Code, § 25300)

(a) Every vehicle which, if operated during darkness, would be subject to the requirements of Section 25100, and every truck tractor, irrespective of width, shall at all times be equipped with

at least three red emergency reflectors. The reflectors need be carried by only one vehicle in a combination.

All reflectors shall be maintained in good working condition.

(b) When the vehicle is disabled on the roadway during darkness, reflectors of the type specified in subdivision (a) shall be immediately placed as follows:

One at the traffic side of the disabled vehicle, not more than 10 feet to the front or rear of the vehicle.

One at a distance of approximately 100 feet to the rear of the disabled vehicle in the center of the traffic lane occupied by the vehicle.

One at a distance of approximately 100 feet to the front of the disabled vehicle in the center of the traffic lane occupied by such vehicle.

If disablement of the vehicle occurs within 500 feet of a curve, crest of a hill, or other obstruction to view, the driver shall so place the reflectors in that direction as to afford ample warning to other users of the highway, but in no case less than 100 nor more than 500 feet from the disabled vehicle.

If disablement of the vehicle occurs upon any roadway of a divided or one-way highway, the driver shall place one reflector at a distance of approximately 200 feet and one reflector at a distance of approximately 100 feet to the rear of the vehicle in the center of the lane occupied by the stopped vehicle, and one reflector at the traffic side of the vehicle not more than 10 feet to the rear of the vehicle.

(c) When the vehicle is disabled or parked off the roadway but within 10 feet thereof during darkness, warning reflectors of the type specified in subdivision (a) shall be immediately placed by the driver as follows: one at a distance of approximately 200 feet and one at a distance of approximately 100 feet to the rear of the vehicle, and one at the traffic side of the vehicle not more than 10 feet to the rear of the vehicle. The reflectors shall, if possible, be placed between the edge of the roadway and the vehicle, but in no event less than two feet to the left of the widest portion of the vehicle or load thereon.

(d) (1) Until the reflectors required by this section can be placed properly, the requirements of this section may be complied with temporarily either by placing lighted red fusees or liquid-burning flares in the required locations or by using turn signal lamps, but only if front turn signal lamps at each side are being flashed simultaneously and rear turn signal lamps at each side are being flashed simultaneously.

(2) The driver of a commercial motor vehicle equipped with fusees or liquid-burning flares shall place a lighted fusee or liquid-burning flare at each of the locations specified in subdivision (b). There shall be at least one lighted fusee or liquid-burning flare at each of the prescribed locations for as long as the commercial motor vehicle is stopped. Before the stopped commercial vehicle is moved, the driver shall properly extinguish and remove each fusee or liquid-burning flare.

(3) If gasoline or any other flammable or combustible liquid or gas seeps or leaks from a fuel container or commercial motor vehicle stopped upon a highway, an emergency warning signal producing a flame shall not be lighted or placed except at a distance from the liquid or gas as will assure the prevention of a fire or explosion.

(4)(A) A driver shall not use or permit the use of any flame-producing emergency signal for protecting any of the following:

(i) A commercial vehicle transporting Division 1.1, Division 1.2, or Division 1.3 explosives, as classified by the United States Department of Transportation.

(ii) A cargo tank motor vehicle, whether loaded or empty, used for the transportation of any Class 3 flammable liquid or Division 2.1 flammable gas, as classified by the United States Department of Transportation.

(iii) A commercial motor vehicle using compressed gas as a motor fuel.

(B) In lieu of a flame-producing emergency signal, emergency reflective triangles, red electric lanterns, or red emergency reflectors shall be used, the placement of which shall be in the same manner as prescribed in Section 392.22(b) of Title 49 of the Code of Federal Regulations.

(e) The reflectors shall be displayed continuously during darkness while the vehicle remains disabled upon the roadway or parked or disabled within 10 feet thereof.

(f) Subdivisions (b), (c), (d), and (e) do not apply to a vehicle under either of the following circumstances:

(1) Parked in a legal position within the corporate limits of any city.

(2) Parked in a legal position upon a roadway bounded by adjacent curbs.

(g) In addition to the reflectors specified in subdivision (a), an emergency warning sign or banner may be attached to a vehicle which is disabled upon the roadway or which is parked or disabled within 10 feet of a roadway.

Use of Fusees (Cal. Veh. Code, § 25305)

(a) No person shall place, deposit, or display upon or adjacent to any highway any lighted fusee, except as a warning to approaching vehicular traffic or railroad trains, or both, of an existing hazard upon or adjacent to the highway or highway-railroad crossing.

(b) It is unlawful to use any fusee which produces other than a red light. The provisions of this subdivision shall not apply to any railroad, as defined in Section 229 of the Public Utilities Code.

(c) No person shall attach or permit any person to attach a lighted fusee to any part of a vehicle.

Condition of Brakes; Control and Stopping Requirements; Power brake; Single Control (Cal. Veh. Code, §§ 26453, 26454(a)-(b), 26458)

Section 26453

All brakes and component parts thereof shall be maintained in good condition and in good working order. The brakes shall be so adjusted as to operate as equally as practicable with respect to the wheels on opposite sides of the vehicle.

Section 26454(a)-(b)

(a) The service brakes of every motor vehicle or combination of vehicles shall be adequate to control the movement of and to stop and hold the vehicle or combination of vehicles under all conditions of loading.

(b) Every motor vehicle or combination of vehicles, at any time and under all conditions of loading, shall, upon application of the service brake, be capable of stopping from an initial speed of 20 miles per hour according to the following requirements:

| | | Maximum Stopping Distance (feet) |
|---|---|---|
| (1) | Passenger-carrying vehicles with a seating capacity of 10 or fewer persons, including the driver, and built on a passenger car chassis……. | 20 |
| (2) | Passenger-carrying vehicles with a seating capacity of more than 10 persons, including the driver, and built on a passenger car chassis; vehicles built on a truck or bus chassis and having a GVWR of 10,000 pounds or less……. | 25 |
| (3) | All other passenger-carrying vehicles…… | 35 |
| (4) | Single-unit property-carrying vehicles having a GVWR of 10,000 pounds or less……... | 25 |
| (5) | Single-unit property-carrying vehicles having a GVWR of more than 10,000 pounds, except truck tractors; combinations of a 2-axle towing vehicle and trailer having a GVWR of 3,000 pounds or less; all combinations of 2 or fewer vehicles in driveaway or towaway operation……... | 35 |
| (6) | All other property-carrying vehicles and combinations of property-carrying vehicles…….. | 40 |

Section 26458

(a) The braking system on every motor vehicle used to tow another vehicle shall be so

arranged that one control on the towing vehicle shall, when applied, operate all the service brakes on the power unit and combination of vehicles when either or both of the following conditions exist:

The towing vehicle is required to be equipped with power brakes.

The towed vehicle is required to be equipped with brakes and is equipped with power brakes.

(b) Subdivision (a) shall not be construed to prohibit motor vehicles from being equipped with an additional control to be used to operate the brakes on the trailer or trailers.

(c) Subdivision (a) does not apply to any of the following combinations of vehicles, if the combination of vehicles meets the stopping distance requirements of Section 26454:

Vehicles engaged in driveaway-towaway operations.

Disabled vehicles, while being towed.

Towed motor vehicles.

Trailers equipped with inertially controlled brakes which are designed to be applied automatically upon breakaway from the towing vehicle and which are capable of stopping and holding the trailer stationary for not less than 15 minutes.

Required Equipment (Cal. Veh. Code, § 27700(a))

(a) Tow trucks shall be equipped with and carry all of the following:

(1) One or more brooms, and the driver of the tow truck engaged to remove a disabled vehicle from the scene of an accident shall remove all glass and debris deposited upon the roadway by the disabled vehicle which is to be towed.

(2) One or more shovels, and whenever practical the tow truck driver engaged to remove any disabled vehicle shall spread dirt upon that portion of the roadway where oil or grease has been deposited by the disabled vehicle;

(3) One or more fire extinguishers of the dry chemical or carbon dioxide type with an aggregate rating of at least 4-B, C units and bearing the approval of a laboratory nationally recognized as properly equipped to make the approval.

Tow Trucks, Repossessor's Tow Vehicles or Automobile Dismantler's Tow Vehicles (Cal. Veh. Code, § 27907)

There shall be displayed in a conspicuous place on both the right and left side of a tow truck, a repossessor's tow vehicle, or an automobile dismantler's tow vehicle used to tow or carry vehicles a sign showing the name of the company or the owner or operator of the tow truck or tow vehicle. The sign shall also contain the business address and telephone number of the owner or driver.

The letters and numbers of the sign shall not be less than 2 inches in height and shall be in contrast to the color of the background upon which they are placed.

A person licensed as a repossession agency pursuant to Chapter 11 (commencing with Section 7500) of Division 3 of the Business and Professions Code, or a registrant of the agency, may use the license number issued to the agency by the Department of Consumer Affairs in lieu of a name, business address, and telephone number.

NOTE: California Vehicle Code Section 25 prohibits the display of any sign, mark, or advertisement indicating an official connection with either the Department of Motor Vehicles or the Department of the California Highway Patrol unless such person has lawful authority, permission, or right to make such display.

Towing Requirements (Cal. Veh. Code, § 29004(a)-(c))

(a)(1) Except as required under paragraph (2), a towed vehicle shall be coupled to the towing vehicle by means of a safety chain, cable, or equivalent device in addition to the regular drawbar, tongue, or other connection.

(2) A vehicle towed by a tow truck shall be coupled to the tow truck by means of at least two safety chains in addition to the primary restraining system. The safety chains shall be securely affixed to the truck frame, bed, or towing equipment, independent of the towing sling, wheel lift, or under-reach towing equipment.

(3) A vehicle transported on a slide back carrier tow truck or on a trailer shall be secured by at least four tiedown chains, straps, or an equivalent device, independent of the winch or loading cable. This subdivision does not apply to vehicle bodies that are being transported in compliance with Sections 393.100 to 393.136, inclusive, of Title 49 of the Code of Federal Regulations.

(b) All safety connections and attachments shall be of sufficient strength to control the towed vehicle in the event of failure of the regular hitch, coupling device, drawbar, tongue, or other connection. All safety connections and attachments also shall have a positive means of ensuring that the safety connection or attachment does not become dislodged while in transit.

(c) No more slack may be left in a safety chain, cable, or equivalent device than is necessary to permit proper turning. When a drawbar is used as the towing connection, the safety chain, cable, or equivalent device shall be connected to the towed and towing vehicle and to the drawbar so as to prevent the drawbar from dropping to the ground if the drawbar fails.

## EXHIBIT B

## EQUIPMENT SPECIFICATIONS AND USE REQUIREMENTS

I. GENERAL EQUIPMENT SPECIFICATIONS AND USE EQUIPMENT:

a. Tow Truck and Car Carrier Classifications: Tow truck and car carrier classifications are based on the truck chassis GVWR, and the classification system used by the American Trucking Association (ATA) and truck manufacturers.

| ATA and Manufacturers Classification | CHP Classification |
|---|---|
| a. Class 3 - 10,000-14,000 lbs. GVWR | (Class A Tow Trucks) |
| b. Class 4 - 14,001-16,000 lbs. GVWR | (Class A Tow Trucks) |
| c. Class 5 - 16,001-19,500 lbs. GVWR | (Class A Tow Trucks) |
| d. Class 6 - 19,501-26,000 lbs. GVWR | (Class B Tow Trucks) |
| e. Class 7 - 26,001-33,000 lbs. GVWR | (Class B Tow Trucks) |
| f. Class 8 - 33,001-or more GVWR | (Class B Tow Trucks) |

b. Equipment Limitations. All towing equipment, recovery equipment, and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity may be limited by the capacity of the chassis and the optional equipment selected.

c. Towing Limitations.

1) The total weight of the truck, including the lifted load, shall fall within the GVWR and not exceed either the front axle weight ratings (FAWR) or rear axle weight ratings (RAWR).

2) The truck must meet all applicable state and/or federal standards.

3) The front axle load must be at least fifty percent (50%) of its normal or unladen weight after the load is lifted.

d. Identification Labels. Each piece of towing equipment shall have a label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.

e. Recovery Equipment Rating. The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30-degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).

1) The structural design of the recovery equipment must have a higher load capacity than the performance rating(s).

2) Winches shall conform to or exceed the specifications set forth by the Society of Automotive Engineers (SAE) Handbook, SAE 1706.

3) All ratings for cable and chain assemblies are for the undamaged assembly condition. All cable and chain assemblies should be the same type,

construction, and rating as specified by the original equipment manufacturer (OEM) for the equipment

f. Safety Chains. Safety chains shall be rated at no less than the rating specified by the OEM.

1) Two safety chains shall be used for vehicles being towed. The safety chains shall be securely affixed to the truck bed frame or wrecker boom, independent of the towing sling, bar or hitch, wheel lift, or under-lift towing equipment. The towed vehicle shall be secured to the towing equipment independent of the safety chains by either two chains or two straps.

2) Vehicles being transported on slide back carriers shall be secured by four tie-down chains or straps independent of the winch or loading cable.

3) All safety connections and attachments shall have a positive means of sufficient strength, to ensure that the safety connection or attachment cannot become disengaged while in transit.

g. Control/Safety Labels. All controls shall be clearly marked to indicate proper operations, as well as any special warnings or cautions.

h. Signs. All tow trucks shall display signs on both sides containing Operator's company name, business address, and telephone number. The signs shall be permanently affixed and in compliance with the requirements of Section 27907 of the California Vehicle Code.

i. Wire Rope (Cable). Wire rope shall be maintained in good condition. Only wire rope with swaged ends, wedge locks, or braided ends, with metal sleeves in the loops, shall be approved for use as approved by the CHP. Wire rope is not in good condition when it is stranded, knotted, crushed, excessively rusty, kinked, badly worn, when there are twelve (12) or more wires broken in lay length, or where there is other visible evidence of loss of strength.

II. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

a. Class A Tow Truck Minimum Equipment Specifications:

4) 10,000 pound GVWR chassis.

5) 4-ton recovery equipment rating.

6) Hydraulic or mechanical winch(es).

7) 100 ft. 3/8" x 19 cable or original equipment manufacturers (OEM) specifications.

8) Tow chains, 5/16" alloy or OEM specifications, J/T hook assembly.

9) Safety chains, 5/16" alloy or OEM specifications.

10) Tow sling rating 3,000 pounds, when equipped.

11) Wheel lift safety straps or equivalent mechanical device.

12) All required wheel safety straps, or equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.

13) Tow dolly.

14) One 3-ton snatch block.

15) Wheel lift rating - retracted 3,000 pounds.

b. Class A Car Carrier - One Car Minimum Equipment Specifications:

1) 10,000 pound GVWR chassis.

2) Hydraulic or mechanical winch.

3) 50 ft. 3/8" 6 x 19 cable or OEM specifications.

4) J/T hook loading bridle/chains.

5) Safety chains, 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported.

6) All required tie-down straps and safety chains shall be used as required during towing operations.

c. Class A Car Carrier - Two Cars Minimum Equipment Specifications:

1) 16,001 pound GVWR chassis.

2) Hydraulic or mechanical winch.

3) 50 ft. 3/8" 6 x 19 cable or OEM specifications.

4) J/T hook loading bridle/chains.

5) Safety chains 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported and two safety chains for the vehicle being towed.

6) All required tie-down straps and safety chains shall be used during towing operations.

d. Class B Tow Truck Minimum Equipment Specifications:

1) 19,501 pound GVWR chassis.

2) Air brakes or hydraulic w/air hookup package.

3) 14-ton recovery equipment rating.

4) Hydraulic or mechanical winch(es).

5) 150 ft. 7/16" 6 x 10 cable or OEM specifications.

6) Tow chains, 1/2" alloy or OEM specifications.

7) Safety chains, 1/2" alloy or OEM specifications.

8) Tow sling rating 7,000 pounds.

9) Two 8-ton snatch blocks.

10) Wheel lift safety straps or equivalent mechanical device.

11) All required wheel safety straps, or equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.

12) Wheel lift or under lift rating - retracted, 10,000 pounds.

e. Class B Car Carrier Minimum Equipment Specifications:

1) 19,501 pound GVWR chassis.

2) Hydraulic or mechanical winch.

3) 50 ft. 3/8" 6 19 cable or OEM specifications.

4) J/T hook loading bridle/chains.

5) Safety chains, 5/16" alloy or OEM specifications; four safety chains for each vehicle being transported and two safety chains for the vehicle being towed.

6) All required tie-down straps and safety chains shall be used during towing operations.

f. Class C Tow Truck Minimum Equipment Specifications:

1) 33,000 pound GVWR chassis.

2) Air brakes w/air hookup package and single control compressor.

3) 25-ton recovery equipment rating.

4) Hydraulic or mechanical winch(es).

5) 200 ft. 5/8" 6 x 19 cable or OEM specifications.

6) Tow chains, 5/8" alloy or OEM specifications.

7) Safety chains, 5/8" alloy or OEM specifications.

8) Tow sling rating 12,000 pounds.

9) Two 12-ton snatch blocks.

10) Under lift rating - retracted, 25,000 pounds.

g. Class D Tow Truck Minimum Equipment Specifications:

1) 50,000 pound GVWR chassis.

2) Air brakes w/air hookup package.

3) 30-ton recovery equipment rating.

4) Hydraulic or mechanical winch(es).

5) 250 ft. 3/4" 6 x 19 cable or OEM specifications.

6) Tow chains, 5/8" alloy or OEM specifications.

7) Safety chains, 5/8" alloy or OEM specifications.

8) Tow sling rating 20,000 pounds.

9) Two 12-ton snatch blocks.

10) Under lift rating - retracted, 32,000 pounds.

III. AUXILIARY EQUIPMENT

a. Required Equipment All Classes:

1) Extension - Brake and tail lamps.

2) Fire Extinguisher (Approved 4-B, C rating or better).

3) Flashlight.

4) Broom.

5) Shovel.

6) Wrecking bar (large pry bar).

7) Reflective triangles.

8) Equivalent of six 30-minute flares.

9) Covered trans can(s) with absorbent.

10) Shop rags and/or paper towels.

11) Shop to truck communications (C/B and cellular phones excluded).

b. Service and Other Equipment - (For service calls, each tow truck shall be equipped with the following service equipment):

1) Adequate emergency supply of fuel in an approved container.

2) Booster battery or hot box starting system.

3) Hydraulic jack capable of handling passenger cars and light trucks.

4) Metric and standard lug wrenches.

5) Rubber mallet/hub cap tool.

6) Lockout tools.

7) Motorcycle straps (Class A only).

8) Sledge hammer.

9) Tool kit may include:

a) Assorted open end wrenches; standard 1/4" - 7/8" and Metric, 6- 19 mm.

b) Assorted screwdrivers; Straight blade, Phillips and Torx.

c) Crescent wrench.

d) Ball peen hammer.

e) Pliers.

f) Battery and terminal cleaning tools.

g) Mechanic's wire.

h) Plastic electrical tape/duct tape.

i) Tire valve core tool.

j) Miscellaneous fuses.

k) Small pry bar.

l) Socket Sets; 1/4" - I" and 6-19 mm.

m) Ratchet and extensions.

c. Class A Required Equipment:

1) One 3-ton rated snatch block.

2) Towing sling - J/T hook tow chain assembly, a 4" x 4" x 48" and a 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.

3) Wheel lift - Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.

4) Car carrier - J/T Hook loading bridle, a 4" x 4" x 48" and 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, and two pairs of safety chains.

d. Class B Required Equipment:

1) Towing sling - J/T hook tow chain assembly, a 4" x 4" x 48" and a 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.

2) Wheel lift - Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.

3) Truck hitch - Tow chain assembly, 4" x 4" x 60" and 6" x 6" x 60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.

4) Under lift - Assortment of lift forks/adapters, safety tie-down chains, and safety chains.

5) Two 8-ton rated snatch blocks.

6) Air hoses and necessary fittings to provide air to the towed vehicle.

e. Classes C and D Required Equipment:

1) Towing sling - Tow chain assembly, 4" x 4" x 60" and 6" x 6" x 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, and safety chains.

2) Truck hitch - Tow chain assembly, 4" x 4" x 60" and 6" x 6" x 60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.

3) Under reach - Assortment of lift forks/adapters, safety tie-down chain(s), and safety chains.

4) Steering wheel clamp.

5) Two 12-ton rated snatch blocks.

6) Air hoses and necessary fittings to provide air to the towed vehicle.

**EXHIBIT C**

**RATES FOR TOWING AND STORAGE SERVICES REQUESTED BY THE BANNING POLICE DEPARTMENT**

The following rate structure shall apply for all towing and storage services requested by the City of Banning Police Department ("BPD") and/or the City of Banning Code Enforcement Department ("BCED").

***Operator's fees and rates charged to customers towed pursuant to City request must remain within ten percent (10%) of the amounts set forth in this Exhibit C. If rates charged to tow customers pursuant to City request exceed ten percent (10%) of these rates, the City may declare a Default.***

***With respect to all towing service rates set forth in Sections A and B below (and only Sections A and B), Operator may add-on $138.00 to recover the City's cost of service as specified in Section 23(a) of this Agreement. The rates below include the $138.00 admin costs:***

A. BASE TOWING RATE (Light Duty- Class A)

$211.69 PER HOUR

The base rate per tow shall apply to all towed passenger vehicles and trucks rated at less than 10,000 lbs. gross vehicle weight. This rate also applies to difficult removal work involving the removal of vehicles from deep ditches or flood control channels or burning apart of two entangled vehicles.

B. HEAVY DUTY HOURLY TOWING RATE:

1. TWO (2) AXLE CATEGORY (Medium Duty- Class B):

$248.66 PER HOUR

The two (2) axle category shall apply to all towed vehicles with a rate capacity of 10,000 lbs. gross vehicle weight to, but not including, vehicles with 30,000 lbs. gross vehicle weight.

2. THREE (3) AXLE CATEGORY (Heavy Duty- Class C):

$342.00 PER HOUR

The three (3) axle hourly rate shall apply to all towed vehicles with a rate capacity of 30,000 pounds' gross vehicle weight or more.

The hourly rate for heavy duty towing (two and three axle) shall commence when the tow truck arrives on the scene and includes difficult removal work involving the removal of vehicles from deep ditches or flood control channels, burning apart two entangled vehicles, up righting overturned vehicles, and the use of special equipment and preparation prior to towing.

3. THREE (3) AXLE CATEGORY (Extra Heavy Duty- Class D):

$368.00 PER HOUR

The three (3) axle extra heavy duty hourly rate shall apply to all towed vehicles with a rate capacity of 50,000 pounds' gross vehicle weight or more.

The hourly rate for extra heavy duty towing (three and four axle) shall commence when the tow truck arrives on the scene and includes difficult removal work involving the removal of vehicles from deep ditches or flood control channels, burning apart two entangled vehicles, up righting overturned vehicles, and the use of special equipment and preparation prior to towing.

C. CHARGES FOR RELATED SERVICES:

1. CITY VEHICLE/EVIDENCE TOWS: No Charge/No Towing Program Fee

With respect to a BPD/BCED request for a tow of a City-owned vehicle or a vehicle being towed for BPD/BCED's evidence uses, there shall be no charge for such services at a maximum distance of one hundred (100) miles round-trip, which the distance shall commence at the departure location of the tow truck. Operator shall not be required to pay a Towing Program Fee ($138.00) with respect to these tows.

D. STORAGE: (Per Day)

| | |
|---|---|
| Class A-Inside Storage | $95.00 Per Day |
| Class B-Inside Storage | $125.00 Per Day |
| Class C-Inside Storage | $150.00 Per Day |
| Class D-Inside Storage | $150.00 Per Day |
| Class A-Outside Storage | $90.00 Per Day |
| Class B-Outside Storage | $100.00 Per Day |
| Class C-Outside Storage | $120.00 Per Day |
| Class D-Outside Storage | $120.00 Per Day |

The above standard rates apply per vehicle for storage per twenty-four (24) hour period, or any portion thereof. Notwithstanding the foregoing, Operator shall not charge a storage fee to the vehicle owner or the City for the period during which a vehicle is stored by BPD or BCED on City-owned property for the processing of evidence. Operator is only entitled to charge a storage fee for the day(s) that vehicles are stored in Operator's storage facility.

E. ADDITIONAL CONDITIONS:

1. Above towing charges shall apply regardless of the location from which the tow is made or the location of the storage area or garage where the vehicle is delivered. Such towing charges shall include any and all clearing and cleanup of the accident site by the tow truck operator, as required by the BPD or BCED in its sole and absolute discretion.

2. There shall be no additional charge for righting an overturned passenger car or light pickup truck, if towing is involved.

3. There shall be no additional charge for disconnecting a drive shaft where required for towing.

4. The service of reconnecting the drive shaft, in the event such reconnecting is necessary, shall be performed without additional charge.

F. RATE SCHEDULE:

1. The rates charged by Operator for towing and storage services shall be applicable for the entire term of this Agreement. Should there be a dispute regarding the fees and charges for towing and/or storage of vehicles or other charges, the dispute shall be decided by the Contract Administrator in his or her sole discretion. Such decision by the Contract Administrator shall be final and binding upon Operator; and Operator shall not make any demand upon the owner of the vehicle for a sum in excess of the amount determined by the Contract Administrator.

2. Adjustment to Towing/Storage Rates. Towing and storage rates may be reviewed annually, and adjusted to match the local rates provided in the published report established each year by the CHP. Operator must notify the Contract Administrator in writing of a request for any tow and storage rate increase to match the CHP rates. The Banning Police Department will verify any rate increases with the CHP. Any disputes will be reconciled through a meeting between the Contract Administrator, and Operator's duly-authorized representative. If the rate increases are verified and approved, the new rates will take effect on January 1st of that following year. Operator agrees that the determination of the Contract Administrator concerning tow and storage rates shall be final.

G. COLLECTION OF FEES IMPOSED BY AND ON BEHALF OF THE CITY.

Operator understands and accepts that it is the City's obligation to collect any fees imposed by, and on behalf of, the City of Banning related to towing, storage, release of vehicles, including but not limited to, vehicles stored/impounded for State violations.

All vehicle impounds, storage, and forfeitures resulting from the City's enforcement of California Vehicle Code Sections 14602.6, 14602.7, and 14607.6, and any related statutes.

BPD may inspect copies of all lien sale transactions and/or copies of all documents related to these transactions.

## EXHIBIT D

## ACKNOWLEDGEMENT TO BE SIGNED BY ALL TOWING EMPLOYEES

1. DRIVER INFORMATION GENERALLY

   a. Drivers shall be at least eighteen (18) years old and possess the following minimum class driver license.

      1) Class A tow truck - A valid Class C license, or a valid Class A license with valid medical certificate.

      2) Class B tow truck - A valid Class C license for non-regulated vehicles, or a valid Class A license with valid medical certificate for regulated vehicles pursuant to California Vehicle Code Section 34500.

      3) Class C and D tow trucks - A valid Class A license with valid medical certificate.

   b. The Class A license must be endorsed to allow operation of special vehicle configurations and/or special cargoes as described herein.

   c. All Drivers shall be enrolled in the Employer Pull Notice Program ("EPN").

      1) Upon the addition of new drivers, an Operator will be granted a maximum of thirty (30) days to enroll drivers in the Pull Notice Program.

      2) Pull Notices shall be kept on file, signed and dated by Operator.

   d. Drivers shall wear an identifiable uniform shirt displaying the company and Driver's names while engaged in BPD or BCED rotation tow operations. They will not wear any hat, head covering, or garment that displays any logo other than the logo of Operator.

   e. Drivers shall wear a safety vest or reflectorized clothing, meeting Occupational Safety and Health Administration (OSHA) requirements.

   f. Employees shall refrain from any act(s) of misconduct, including, but not limited to, any of the following:

      1) Rude or discourteous behavior.

      2) Lack of service, selective service, or refusal to provide service which employee is or should be capable of performing.

      3) Any act of sexual harassment or sexual impropriety.

      4) Unsafe driving.

      5) Exhibiting any objective symptoms of alcohol and/or drug use.

      6) Appearing at the scene of a BPD or BCED call with the odor of an alcoholic beverage emitting from his or her breath. Drivers shall submit to a preliminary alcohol screening test upon demand of the BPD.

7) Use of radios or other music equipment or telephone ringers at levels that are excessively loud or cause disturbance to neighbors, as determined in the BPD's or BCED's sole and absolute discretion.

8) Animals on premises, except watchdogs. However, watchdogs shall be maintained within Operator's premises by a fence that is adequate to contain the dog within the premises. The BPD or BCED may require Operator to remove the dog from the premises if, in the BPD's or BCED's sole and absolute discretion, the dog barks excessively.

9) In the event of a misdemeanor traffic violation(s) by Driver(s) which is/are known by the BPD, the BPD shall advise Operator of the violation(s) Operator will be granted the opportunity to take necessary steps to ensure that such Driver(s) drive(s) in compliance with law. Any subsequent traffic violation(s) by Operator and/or the involved employee may be cause for appropriate disciplinary action against Operator and/or the involved employee(s).

10) Any traffic violation(s) involving a felony may be cause for immediate disciplinary action against Driver.

g. Any arrest, charge, or conviction of Operator, its employee(s), officer(s), or agent(s) involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a BPD and/or BCED tow call, or moral turpitude shall be cause for suspension of Operator, it's employee(s), officer(s), or agent(s), or immediate termination this Agreement.

h. All surfaces of any Operator storage facility shall be in good repair without broken parts, holes, potholes, or litter and in such a condition that ensures that no damage to vehicles will result. Employees shall prevent contamination of soil with gasoline, oil, grease, or any other contaminating substance as specified by federal, state, and local laws.

i. The BPD or BCED will complete a detailed written inventory of all personal property in any vehicle which is towed and stored or towed and impounded by Operator at their request, and the responding Driver shall complete the appropriate section on the BPD's or BCED's form and shall sign said form. A copy of said signed form shall be given to the responding Driver and shall be retained by Operator.

j. Under no circumstances may a vehicle and/or personal property located in a vehicle be released by Operator to the vehicle owner or his or her designated representative without the express written permission from the BPD and/or the BCE.

2. RATES AND TIME CHARGED FOR BPD/BCED CALLS

a. Rates charged to vehicle owners for calls originating from the City shall not exceed ten percent (10%) of the maximum rate amounts for towing and impounds chargeable to vehicle owners as determined by the California Highway Patrol ("CHP") for the Banning region. The CHP-approved rates are those contained in

Exhibit C to this Agreement. If the CHP authorizes or amends new maximum rates for towing services, then the Parties may, without further City Council authorization, amend or replace Exhibit C to be consistent with the CHP's rate structure. The City shall not unreasonably deny or withhold its approval of any amendment to Exhibit C so long as they are consistent with CHP-approved rates.

b. Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except when an operation involving the process of up righting an overturned vehicle or returning a vehicle to a normal position on the roadway that required the use of auxiliary equipment due to the size or location of the vehicle occurs ("Vehicle Recovery Operations"), thereby requiring a larger class of tow truck. This will normally be limited to operations requiring a Class B, C, or D tow truck(s).

c. The rate of towing shall be computed beginning from the time of departure from the place of business or point of dispatch whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or the completion of the call, if another call is pending, whichever is shorter. Return to place of business includes a reasonable and verifiable amount of time required to place the tow truck back into service when unusual circumstances require additional time that is not part of normal operating procedures. (Examples: (i) 4x4 recovery in the mud; reasonable to charge for cleaning mud from truck and equipment; (ii) burned car on car carrier: reasonable to charge for cleaning burn debris from carrier bed; (iii) car towed from side of road on misty night and leaves mud track on bed of carrier: not reasonable to charge for cleaning of carrier bed.) ("Portal to Portal").) Time expended shall be charged at a rate not to exceed the authorized hourly rate. Time expended in excess of the minimums shall also be at the hourly rate in no more than one (1) minute increments. There shall be no additional charges, including, without limitation, mileage or labor charges.

1) Operator may charge the registered vehicle owner up to a thirty (30) minute minimum per call for any service or tow which is performed when the vehicle operator or agent is present and the vehicle is not stored at the direction of a BPD officer or BCED officer ("Base Service").

2) Operator may charge the registered vehicle owner up to a one-(1)-hour minimum per call on public safety response calls, which means a response that results in the storage of a vehicle at the direction of a BPD officer or a BCED officer and does not include storage at the request of the vehicle operator, registered owner, or agent.

3) Operator shall base towing charges upon the class of vehicle being towed regardless of the class of truck used, except when vehicle recovery operations require a larger class truck.

3. RESPONSE TIME

a. Responsive Service. Drivers shall respond to the BPD and BCED calls twenty-four (24) hours per day, seven (7) days per week, within the maximum response time established by this Agreement. "Response time" shall mean the period of time from Operator's notification by the BPD or BCED dispatch of a call to the arrival of the

tow truck at the location requested. When Operator will be temporarily unavailable to provide services due to a preplanned or scheduled activity (e.g., vacations, maintenance, medical leave), Operator's representative shall notify the BPD and BCED at least twenty-four (24) hours prior to the date that services will be unavailable, noting the times and dates of the unavailability. Operator shall respond with a tow truck of the class required to tow the vehicle specified by the BPD and/or BCED. If, after accepting the call, Operator is unable to respond or will be delayed in responding, Operator shall immediately notify the BPD and/or BCED dispatch. In such case, the BPD and/or BCED shall have the right to use an alternative tow operator holding a towing franchise to provide the services for such call. Operator shall not assign any calls to other tow operators.

1) Response Times: Employees shall respond to BPD and BCED calls for critical tow circumstances (e.g., traffic collisions, impounds, hazards, road blockages) within twenty (20) minutes.

   a) *Response Time*. Operator's response to calls from the BPD and BCED for towing service shall not exceed twenty (20) minutes from the time Operator received the request from the BPD or BCED to the time the tow vehicle arrives at the location from which the tow is to be made.

   b) *Three Axle Tow Truck*. The maximum response time notwithstanding, when a three axle tow truck is required and Operator subcontracts for use of three (3) axle tow truck, Operator's shall not exceed thirty (30) minutes.

   c) If Operator has not arrived on the scene within the twenty-minute maximum time, the BPD or BCED may request a tow vehicle from another tow operator specified on the rotation list, and Operator may not take the tow. A failure to respond and perform required towing or service and/or repeated failure(s) to meet the maximum response time requirements shall constitute failure to comply with the terms and conditions of this Agreement. The Contract Administrator may, in his or her sole and absolute discretion, take immediate disciplinary action for and flagrant violation of the requirement to respond within the maximum response time.

   d) Upon receiving requests for tow service by the BPD or BCED, Operator shall record the time such requests are made and the time at which a tow vehicle is dispatched and maintain such record for at least six (6) months.

b. In responding to a BPD or BCED call, the Driver shall perform the towing or service required for which Operator was called. This requirement may be waived by the BPD or BCED Officer-in-Charge, if the requested equipment is inadequate for the service to be performed; provided, however, if Operator supplies the wrong equipment, the BPD and/or BCED shall have the automatic and immediate right to use an alternative tow operator holding a towing franchise with the City to provide the services for such call.

c. Drivers shall not respond to a BPD or BCED call assigned to another tow truck operator unless requested to do so by the BPD or BCED. If a tow truck operator assigned to the initial BPD or BCED call requires the assistance of an additional operator at the scene, the tow truck operator assigned to the initial call may, subject to the prior approval of the BPD or BCED Officer-in-Charge, request the assistance of Operator. If Operator, who was not called to a scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and a BPD or BCED Officer-in-Charge requests its assistance in clearing the roadway, Operator may be requested to move the vehicle to a safe location, as directed by the officer, and leave the vehicle.

d. Only the actual number and type of tow truck personnel and equipment requested by the BPD or BCED from Operator shall respond to a BPD or BCED call. Additional tow truck personnel and equipment shall be pre-approved by the BPD or BCED Officer-in-Charge. This shall not preclude the Driver from responding to an incident to ascertain if additional assistance or equipment is required. There shall be no additional charge by Operator for any personnel or equipment that is not necessary to perform the required service.

4. GENERAL EQUIPMENT SPECIFICATIONS AND USE EQUIPMENT

a. Tow Truck and Car Carrier Classifications: Tow truck and car carrier classifications are based on the truck chassis GVWR, and the classification system used by the American Trucking Association (ATA) and truck manufacturers.

| ATA and Manufacturers Classification | CHP Classification |
|---|---|
| Class 3 - 10,000-14,000 lbs. GVWR | (Class A Tow Trucks) |
| Class 4 - 14,001-16,000 lbs. GVWR | (Class A Tow Trucks) |
| Class 5 - 16,001-19,500 lbs. GVWR | (Class A Tow Trucks) |
| Class 6 - 19,501-26,000 lbs. GVWR | (Class B Tow Trucks) |
| Class 7 - 26,001-33,000 lbs. GVWR | (Class B Tow Trucks) |
| Class 8 - 33,001-or more GVWR | (Class B Tow Trucks) |

b. Equipment Limitations. All towing equipment, recovery equipment, and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity may be limited by the capacity of the chassis and the optional equipment selected.

c. Towing Limitations.

1) The total weight of the truck, including the lifted load, shall fall within the GVWR and not exceed either the front axle weight ratings (FAWR) or rear axle weight ratings (RAWR).

2) The truck must meet all applicable state and/or federal standards.

3) The front axle load must be at least fifty percent (50%) of its normal or unladen weight after the load is lifted.

d. Identification Labels. Each piece of towing equipment shall have a label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.

e. Recovery Equipment Rating. The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30-degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).

1) The structural design of the recovery equipment must have a higher load capacity than the performance rating(s).

2) Winches shall conform to or exceed the specifications set forth by the Society of Automotive Engineers (SAE) Handbook, SAE 1706.

3) All ratings for cable and chain assemblies are for the undamaged assembly condition. All cable and chain assemblies should be the same type, construction, and rating as specified by the original equipment manufacturer (OEM) for the equipment.

f. Safety Chains. Safety chains shall be rated at no less than the rating specified by the OEM.

1) Two safety chains shall be used for vehicles being towed. The safety chains shall be securely affixed to the truck bed frame or wrecker boom, independent of the towing sling, bar or hitch, wheel lift, or under-lift towing equipment. The towed vehicle shall be secured to the towing equipment independent of the safety chains by either two chains or two straps.

2) Vehicles being transported on slide back earners shall be secured by four tie-down chains or straps independent of the winch or loading cable.

3) All safety connections and attachments shall have a positive means of sufficient strength, to ensure that the safety connection or attachment cannot become disengaged while m transit.

g. Control/Safety Labels. All controls shall be clearly marked to indicate proper operations, as well as any special warnings or cautions

h. Signs. All tow trucks shall display signs on both sides containing Operator's company name, business address, and telephone number. The signs shall be permanently affixed and in compliance with the requirements of Section 27907 of the California Vehicle Code.

i. Wire Rope (Cable). Wire rope shall be maintained in good condition. Only wire rope with swaged ends, wedge locks, or braided ends, with metal sleeves in the loops, shall be approved for use as approved by the CHP. Wire rope is not in good condition when it is stranded, knotted, crushed, excessively rusty, kinked, badly worn, when there are twelve (12) or more wires broken in lay length, or where there is other visible evidence of loss of strength.

5. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

a. Class A Tow Truck Minimum Equipment Specifications:

1) 10,000 pound GVWR chassis.

2) 4-ton recovery equipment rating.

3) Hydraulic or mechanical winch(es).

4) 100 ft. 3/8" x 19 cable or original equipment manufacturers (OEM) specifications.

5) Tow chains, 5/16" alloy or OEM specifications, J/T hook assembly.

6) Safety chains, 5/16" alloy or OEM specifications.

7) Tow sling rating 3,000 pounds, when equipped.

8) Wheel lift safety straps or equivalent mechanical device.

9) All required wheel safety straps, or equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.

10) Tow dolly.

11) One 3-ton snatch block.

12) Wheel lift rating - retracted 3,000 pounds.

b. Class A Car Carrier - One Car Minimum Equipment Specifications

1) 10,000 pound GVWR chassis.

2) Hydraulic or mechanical winch.

3) 50 ft. 3/8" 6 x 19 cable or OEM specifications.

4) J/T hook loading bridle/chains.

5) Safety chains, 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported.

6) All required tie-down straps and safety chains shall be used as required during towing operations.

c. Class A Car Carrier - Two Cars Minimum Equipment Specifications

1) 16,001 pound GVWR chassis.

2) Hydraulic or mechanical winch.

3) 50 ft. 3/8" 6 x 19 cable or OEM specifications.

4) J/T hook loading bridle/chains.

5) Safety chains 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported and two safety chains for the vehicle being towed.

6) All required tie-down straps and safety chains shall be used during towing operations.

d. Class B Tow Truck Minimum Equipment Specifications

1) 19,501 pound GVWR chassis.

2) Air brakes or hydraulic w/air hookup package.

3) 14-ton recovery equipment rating.

4) Hydraulic or mechanical winch(es).

5) 150 ft. 7/16" 6 x 10 cable or OEM specifications.

6) Tow chains, 1/2" alloy or OEM specifications.

7) Safety chains, 1/2" alloy or OEM specifications.

8) Tow sling rating 7,000 pounds.

9) Two 8-ton snatch blocks.

10) Wheel lift safety straps or equivalent mechanical device.

11) All required wheel safety straps, or equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.

12) Wheel lift or under lift rating - retracted, 10,000 pounds.

e. Class B Car Carrier Minimum Equipment Specifications

1) 19,501 pound GVWR chassis

2) Hydraulic or mechanical winch.

3) 50 ft. 3/8" 6 19 cable or OEM specifications.

4) J/T hook loading bridle/chains.

5) Safety chains, 5/16" alloy or OEM specifications; four safety chains for each vehicle being transported and two safety chains for the vehicle being towed.

6) All required tie-down straps and safety champs shall be used during towing operations.

f. Class C Tow Truck Minimum Equipment Specifications

1) 33,000 pound GVWR chassis.

2) Air brakes w/air hookup package and single control compressor.

3) 25-ton recovery equipment rating.

4) Hydraulic or mechanical winch(es).

5) 200 ft. 5/8" 6 x 19 cable or OEM specifications.

6) Tow chains, 5/8" alloy or OEM specifications.

7) Safety chains, 5/8" alloy or OEM specifications

8) Tow sling rating 12,000 pounds.

9) Two 12-ton snatch blocks.

10) Under lift rating - retracted, 25,000 pounds.

g. Class D Tow Truck Minimum Equipment Specifications

1) 50,000 pound GVWR chassis.
2) Air brakes w/air hookup package.
3) 30-ton recovery equipment rating.
4) Hydraulic or mechanical winch(es).
5) 250 ft. 3/4" 6 x 19 cable or OEM specifications.
6) Tow chains, 5/8" alloy or OEM specifications.
7) Safety chains, 5/8" alloy or OEM specifications.
8) Tow sling rating 20,000 pounds.
9) Two 12-ton snatch blocks.
10) Under lift rating - retracted, 32,000 pounds.

6. AUXILIARY EQUIPMENT

a. Required Equipment All Classes

1) Extension - Brake and tail lamps.
2) Fire Extinguisher (Approved 4-B, C rating or better).
3) Flashlight.
4) Broom.
5) Shovel.
6) Wrecking bar (large pry bar).
7) Reflective triangles.
8) Equivalent of six 30-minute flares.
9) Covered trans can(s) with absorbent
10) Shop rags and/or paper towels.
11) Shop to truck communications (C/B and cellular phones excluded).

b. Service and Other Equipment - (For service calls, each tow truck shall be equipped with the following service equipment):

1) Adequate emergency supply of fuel in an approved container.
2) Booster battery or hot box starting system.
3) Hydraulic jack capable of handling passenger cars and light trucks.
4) Metric and standard lug wrenches.
5) Rubber mallet/hub cap tool.
6) Lockout tools.
7) Motorcycle straps (Class A only).
8) Sledge hammer.

9) Tool kit may include:

a) Assorted open end wrenches; standard 1/4" - 7/8" and Metric, 6- 19 mm.

b) Assorted screwdrivers; Straight blade, Phillips and Tone

c) Crescent wrench.

d) Ball peen hammer.

e) Pliers.

f) Battery and terminal cleaning tools.

g) Mechanic's wire.

h) Plastic electrical tape/duct tape.

i) Tire valve core tool.

j) Miscellaneous fuses.

k) Small pry bar.

l) Socket Sets; 1/4" - 1" and 6-19 mm.

m) Ratchet and extensions.

c. Class A Required Equipment

1) One 3-ton rated snatch block.

2) Towing sling - J/T hook tow chain assembly, a 4" x 4" x 48" and a 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.

3) Wheel lift - Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.

4) Car carrier - J/T Hook loading bridle, a 4" x 4" x 48" and 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, and two pairs of safety chains.

d. Class B Required Equipment

1) Towing sling - J/T hook tow chain assembly, a 4" x 4" x 48" and a 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.

2) Wheel lift - Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.

3) Truck hitch - Tow chain assembly, 4" x 4" x 60" and 6" x 6" x 60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.

4) Under lift - Assortment of lift forks/adapters, safety tie-down chains, and safety chains.

5) Two 8-ton rated snatch blocks.

6) Air hoses and necessary fittings to provide air to the towed vehicle.

e. Classes C and D Required Equipment

1) Towing sling - Tow chain assembly, 4” x 4” x 60” and 6” x 6” x 60” wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, and safety chains.

2) Truck hitch - Tow chain assembly, 4” x 4” x 60” and 6” x 6” x 60” wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.

3) Under reach - Assortment of lift forks/adapters, safety tie-down chain(s), and safety chains.

4) Steering wheel clamp.

5) Two 12-ton rated snatch blocks.

6) Air hoses and necessary fittings to provide air to the towed vehicle.

**TOWING & STORAGE SERVICES AGREEMENT (C01045)**
**BETWEEN THE CITY OF BANNING AND STAGECOACH TOWING, INC.**

THIS TOWING & STORAGE SERVICES AGREEMENT ("Agreement") is made and entered into this day: _____ ("Effective Date"), by and between the **CITY OF BANNING,** a municipal corporation ("City") and STAGECOACH TOWING INC., a California corporation ("Operator"). The City and Operator are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

## RECITALS

A. The City and Operator wish to enter into this Agreement for Operator to provide non-exclusive towing and storage of vehicles as requested by the City of Banning Police Department ("BPD") and the City of Banning Code Enforcement Department ("BCED") on a rotational basis. As used herein, the BPD and BCED are subsumed under the title of "City."

B. The City has the authority under California Vehicle Code Section 21100 and federal law to regulate tow franchises with a principal place of business or employment in the City, and to charge a reasonable fee to reimburse the City for the actual and reasonable costs incurred in connection with such towing programs.

C. The Parties desire to renew Operator's non-exclusive towing program privileges to be included on the City's rotational towing list to provide towing services for BPD and BCED.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, promises, and undertakings hereafter contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## AGREEMENT

### 1. TERM.

A. The initial term of this Agreement shall be for a total period of two (2) years commencing on the Effective Date and ending on June 30, 2026 with an option to extend for three (3) one-year renewals unless sooner terminated or extended in accordance with the terms of this Agreement.

B. Upon the expiration of the initial term, the City, in its sole and absolute discretion, may extend the terms of this Agreement no more than two (2) times for one (1) year each time. At the expiration of the term of this Agreement or an extended term, the City shall initiate an open bidding process by advertising a request for proposals for the award of new, non-exclusive towing service provider(s). The bidding process shall be performed pursuant to the City's standard bidding procedures, with the City only awarding so many towing and storage services contracts for so long as needed by the City at the time. The City's towing needs shall be determined by the City in its sole discretion. Nothing herein shall limit Operator from the bidding process, excepting that Operator's default of, or poor performance under, this Agreement may be a basis for the City to not award a further agreement to Operator.

## 2. ROTATION TOW SERVICES.

A. The City and Operator agree that Operator shall be added to the tow service rotation and may be called upon by the BPD and BCED to provide tow services pursuant to terms of this Agreement.

B. A call to Operator shall constitute one turn on the list and Operator shall be moved to the bottom of the list. Each call for service will be considered one turn on the rotation, regardless of the number of vehicles towed from the scene. If Operator fails to respond to a telephone call for service from the BPD or BCED for any reason, the BPD or BCED shall have the immediate and automatic right to contact an alternative tow truck operator holding a towing and storage services agreement with the City. A telephone call to Operator is deemed to occur where: (i) a City employee telephones Operator at the phone number **951-849-2346,** and (ii) Operator responds to the call, or (iii) Operator fails to answer the phone, is unable to respond, is unable to perform the required towing service, refuses to respond or provide services, or is canceled due to excessive response time.

C. If it is determined that Operator is not needed and the request for service is canceled by the BPD or BCED in their sole and absolute discretion, up to and including arrival at the scene, Operator shall not be entitled to charge for the request, as follows:

1) If Operator is canceled by the vehicle's owner or agent prior to Operator taking possession of the vehicle as "possession" is defined in Section 3068.1 of the California Civil Code (when the vehicle is removed and is in transit, or when Vehicle Recovery Operations or load salvage operations have begun), Operator shall not charge for towing. Operator shall immediately contact the BPD or BCED and advise it of the cancellation. Operator shall then be placed back at the top of the list.

D. If any additional service (e.g., a private person tow), other than towing and recovery, commences and is canceled by the vehicle's owner or agent, Operator may charge one-half of the regular hourly service charge for the time expended on the call. For purposes of "cancellation," service begins when physically securing the vehicle has begun, not the response. No lien shall arise for the service unless Operator has presented a written statement to the vehicle's owner or agent for the signed authorization of services to be performed.

E. The Parties agree that the terms used in this Agreement are used as defined in Exhibit A unless otherwise defined.

F. Nothing in this Agreement shall prohibit the City of Banning Chief of Police ("Chief of Police"), or his or her designee, (collectively, the "Contract Administrator") from requesting a specific tow company when, in his or her opinion, the necessary resources to clear a hazard as expeditiously as possible are not available from the tow company currently at the top of the rotation tow list. In such an instance, the tow company selected would be the next tow company on the list that has the qualifications (equipment, skills, timeliness, etc.) to provide the required service. After the request, the selected company would then go to the bottom of the rotation tow. Tow companies on the same list that were bypassed would remain in the same order until their selection for a rotation tow for which they are qualified.

G. Nothing shall prohibit a Class B, C, or D tow company from maintaining a place on a lighter class rotation tow list, provided the tow truck meets the equipment specifications for that class of operation.

H. Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except where Vehicle Recovery Operations require a larger class of tow truck.

I. Operator warrants and represents that it is a Class A, B, and C operator, as defined in Exhibit B of this Agreement, and that its tow trucks meet the equipment specifications for that class of operation as set forth in Exhibit B.

J. It shall be Operator's responsibility to tow and store vehicles as requested by the BPD or BCED, including, but not limited to:

1) Vehicles impounded for evidence or taken into custody by the BPD or BCED;

2) Vehicles involved in accidents or disabled for other causes (when alternative towing is either not appropriate or not requested by the owner or operator of the vehicle);

3) Abandoned vehicles, including those towed in connection with the City's abandoned vehicle abatement program; and

4) Vehicles that are within the jurisdiction of the BPD or BCED, including City-owned vehicles up to one hundred (100) miles round-trip beginning at the departure location of the tow truck.

K. Operator shall further be responsible for the removal of debris resulting from accidents and the necessary work preliminary to towing, such as removal of vehicles from ditches, righting the vehicles, separating entangled vehicles, disconnecting drive shafts, and other such work as shall be required in connection with the towing operations. Operator shall not leave any tow site without cleaning the location sufficient to restore normal traffic patterns, except upon the written approval of the BPD or BCED member present at the incident site ("BPD or BCED Officer-in-Charge").

L. Operator shall perform all necessary work preliminary to towing vehicles, such as removing vehicles from ditches, righting vehicles, separating entangled vehicles, disconnecting drive shafts, and other such work as shall be required to enable the towing of the vehicles.

M. This Section does not cover tows at the request of the public in either emergency or non-emergency situations.

N. Operator shall not attempt to take possession of any vehicle in order to establish a lien for any non-towing services performed, or begun and subsequently canceled, when not entitled to such lien as provided by California Civil Code Section 3068.1.

O. The Contract Administrator may establish a policy that allows Operator to dispatch more than one tow truck to a multi-vehicle collision scene in response to a tow call.

P. The BPD or BCED Officer-in-Charge may direct an Operator to move vehicles to help clear a roadway or for lifesaving operations. Operator shall provide the assistance as directed, at a maximum charge, as set forth in Exhibit C.

Q. Operator shall maintain a business office and storage facility located within the established boundaries of the City and must be licensed in accordance with the Banning Municipal Code, Chapter 5.04, entitled "Licenses Generally," as may be amended from time to time, and must comply with all other federal, state and local laws, ordinances and regulations.

R. Operator warrants and represents that it has a minimum of five (5) years verifiable for-hire towing experience, or equivalent experience in providing emergency service in a dispatched twenty-four (24) hours a day, seven (7) days a week, emergency response service, as an owner or principal. Upon request by the City, Operator shall provide the City with written verification and evidence certifying ownership of a company performing for-hire towing experience.

S. Operator shall retain an adequate number of trained and properly licensed personnel assigned to successfully perform the Operator's duties and responsibilities under this Agreement. Nothing in this Agreement shall preclude Operator from conducting a lien sale pursuant to California Vehicle Code Section 22851.1.

## 3. TOW TRUCK CLASSIFICATIONS.

A. There will be four classes of tow trucks covered under this Agreement. Operator shall maintain a minimum of three (3) tow trucks, and shall have at least one of each Class A, Class B, and Class C tow trucks as described below. Operator shall have the right to subcontract with another tow truck operator for use of a Class D tow truck or other truck that meets the requirements set forth below in performing the services herein. In no case shall any tow truck be rated less than one-ton capacity. The equipment specifications for each Class of tow truck are listed in Exhibit B.

B. Operator shall equip, repair and maintain all tow trucks covered in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations, including, without limitation, Exhibit B, and consistent with industry standards and practices.

C. Notwithstanding California Vehicle Code Section 615, all tow trucks used by Operator shall have recovery capabilities, wheel lift capabilities, and a boom meeting the specifications contained in this Agreement. For the purpose of this Agreement, "a trailer for hire that is being used to transport a vehicle" shall not qualify as a primary tow truck for use. At the discretion of the Contract Administrator, an Operator who has a car carrier may be exempted from the recovery, wheel lift, and boom capability requirements. However, the car carrier must be an additional unit.

D. A violation of the Gross Vehicle Weight Rating ("GVWR") and safe loading requirements of a tow truck shall be deemed a major violation and cause for immediate suspension of this Agreement. This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining fifty percent (50%) of the tow truck's unladen weight on the front axle when lifting/carrying a load.

E. To properly and safely tow and service the wide variety of vehicles being operated on the roads and highways within the City, a towing procedure may require the use of auxiliary equipment specifically designed for a specialized purpose. This auxiliary equipment should be used when appropriate. A listing of service and auxiliary equipment for each classification can be found in Exhibit B.

F. Operator must maintain an operable tow motor for moving vehicles in areas where towed vehicles are stored at Operator's premises.

G. Operator must maintain an inspection lift with a minimum 9,000-pound lift capacity.

**4. TOW TRUCK DRIVERS.**

A. Operator shall ensure that all employees, including tow truck drivers ("Drivers") and/or independent contractors responding to calls initiated by the BPD or BCED, having contact or access with vehicles towed, or having contact or access to administrative records, are qualified and competent employees of Operator. Operator shall ensure that Drivers are trained and proficient in the use of the tow trucks and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles providing services. Drivers shall perform all towing and recovery operations in the safest and most expedient manner possible. Operator shall ensure Drivers responding to a call initiated by the BPD or BCED have one of the following:

1) A minimum of five (5) years or more of tow truck driver experience verified in writing by Operator and the Driver; or

2) The Driver has completed a tow truck driver training program within the last five (5) years verified in writing by Operator and the Driver.

B. Drivers shall be at least eighteen (18) years old and possess the following minimum class driver license.

1) Class A tow truck - A valid Class C license, or a valid Class A license with valid medical certificate.

2) Class B tow truck - A valid Class C license for non-regulated vehicles, or a valid Class A license with valid medical certificate for regulated vehicles pursuant to California Vehicle Code Section 34500.

3) Class C and D tow trucks - A valid Class A license with valid medical certificate.

C. The Class A license must be endorsed to allow operation of special vehicle configurations and/or special cargoes as described in Exhibit B of this Agreement.

D. Operator shall maintain a current list of Drivers.

1) Operator shall provide a current list of its Drivers and employees available for inspection by the BPD and BCED. Operator shall update the list upon any change in Driver status, including the addition of any new Driver(s), the deletion of any Driver(s), and revocation or suspension of a driver's license. Operator shall notify the BPD and BCED upon any such change in Driver status or employee status.

2) Operator shall, at a minimum, maintain the following information for each Driver and employee:

a) Full name.

b) Date of Birth.

c) California driver's license number and expiration date.

d) Copy of valid medical certificate (if required).

e) Job title/description.

f) Current home address.

g) Current home phone number.

h) Type(s) of truck(s) Driver has been trained and instructed to operate.

i) Certificate showing Driver is trained and certified with California Tow Truck Association (CTTA), Towing & Recovery Association of America (TRAA), or Wreckmaster (private).

E. All Drivers shall be enrolled in the Employer Pull Notice Program ("EPN").

1) Upon the addition of new Drivers, Operator will be granted a maximum of thirty (30) calendar days to enroll Drivers in the EPN.

2) Pull Notices shall be kept on file, signed and dated by Operator.

F. Drivers shall wear an identifiable uniform shirt displaying Operator's and Drivers' names while engaged in BPD or BCED rotation tow operations. They will not wear any hat, head covering, or garment that displays any logo other than Operator's logo.

G. Drivers shall wear a safety vest or reflectorized clothing, meeting Occupational Safety and Health Administration requirements.

**5. DEMEANOR AND CONDUCT.**

A. While involved in the Banning rotation tow operations, Operator and/or its employees shall refrain from any act(s) of misconduct, including, but not limited to, any of the following:

1) Rude or discourteous behavior.

2) Lack of service, selective service, or refusal to provide service which Operator is, or should be, capable of performing.

3) Any act of sexual harassment or sexual impropriety.

4) Unsafe driving.

5) Exhibiting any objective symptoms of alcohol and/or drug use.

6) Appearing at the scene of a BPD or BCED call with the odor of an alcoholic beverage emitting from his or her breath. Operator/Driver shall submit to a preliminary alcohol screening test upon demand of the BPD.

7) Use of radios or other music equipment or telephone ringers at levels that are excessively loud or cause disturbance to neighbors, as determined in the BPD's or BCED's sole and absolute discretion.

8) Animals on premises, except watchdogs. However, watchdogs shall be maintained within Operator's premises by a fence that is adequate to contain the dogs within the premises. The BPD or BCED may require Operator to remove the dog(s) from the premises if, in the BPD's or BCED's sole and absolute discretion, a dog barks excessively.

B. All BPD-related and BCED-related tow service complaints received by the BPD or BCED against Operator, its employees, or agents will be accepted and investigated in a fair and impartial manner. As a result of the investigation, the BPD or BCED may suspend this Agreement. In any event, Operator will be notified of the results of any investigation.

C. Operator shall agree to the review of each of Operator's employees and execute the disclosure and acknowledgment attached hereto at Exhibit D. Operator shall retain all employee-executed copies of Exhibit D and provide the same to the City upon request.

D. Operator shall post a notice in a conspicuous place at Operator's place of business of a size that is at least 8 1/2" x 11" informing the public of the right to make complaints regarding service provided by Operator within the City, and shall include the name and location where complaints can be made to the City. Operator shall notify the BPD, in writing, within seventy-two (72) hours of any complaints made to Operator regarding the performance of service in connection with towing or storage, or concerning rates, charges of fees, or any claims, or any legal actions filed, delivered, or served upon, or instituted against, Operator or any of its agents, officers, or employees.

## 6. RATES CHARGEABLE TO VEHICLE OWNERS.

A. Any and all proposed adjustments in fees, rates, and service charges must be approved by the City of Banning City Council.

B. Rates charged to vehicle owners for calls originating from the City shall not exceed ten percent (10%) of the maximum rate amounts for towing and impounds chargeable to vehicle owners as determined by the California Highway Patrol ("CHP") for the Banning region. The CHP-approved rates are those contained in Exhibit C, attached hereto and incorporated herein by reference. If the CHP authorizes or amends new maximum rates for towing services, then the Parties may, without further City Council authorization, amend or replace Exhibit C to be consistent with the CHP's rate structure. The City shall not unreasonably deny or withhold its approval of any amendment to Exhibit C so long as they are consistent with CHP-approved rates.

C. Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except when an operation involving the process of up righting an overturned vehicle or returning a vehicle to a normal position on the roadway that required the use of auxiliary equipment due to the size or location of the vehicle occurs ("Vehicle Recovery Operations"), thereby requiring a larger class of tow truck. This will normally be limited to operations requiring a Class B, C, or D tow truck(s).

D. The rate of towing shall be computed beginning from the time of departure from the place of business or point of dispatch, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or the completion of the call, if another call is pending, whichever is shorter. Return to place of business includes a reasonable and verifiable amount of time required to place the tow truck back into service when unusual circumstances require additional time that is not part of normal operating procedures. (Examples: (i) 4x4 recovery in the mud; reasonable to charge for cleaning mud from truck and equipment; (ii) burned car on car carrier: reasonable to charge for cleaning burn debris from carrier bed; (iii) car towed from side of road on misty night and leaves mud track on bed of carrier: not reasonable to charge for cleaning of carrier bed.) Time expended shall be charged at a rate not to exceed the authorized hourly rate. Time expended in excess of the minimums shall also be at the hourly rate in no more than one (1) minute increments. There shall be no additional charges, including, without limitation, mileage or labor charges.

1) Operator may charge the registered vehicle owner up to a 30-minute minimum per call for any service or tow that is performed when the vehicle operator or agent is present and the vehicle is not stored at the direction of the BPD officer or BCED Officer-in-Charge.

2) Operator may charge the registered vehicle owner up to a one-hour minimum per call on public safety response calls, which means a response that results in the storage of a vehicle at the direction of the BPD or BCED Officer-in-Charge and does not include storage at the request of the vehicle operator, registered owner, or agent.

3) Operator shall base towing charges upon the class of vehicle being towed regardless of the class of truck used, except when Vehicle Recovery Operations require a larger class truck.

## 7. COLLUSION.

A. An Operator and/or proposer shall not conspire, attempt to conspire, or commit any other act of collusion, with any other Operator or proposer for the purpose of secretly, or otherwise, establishing an unfair understanding regarding rates or conditions to this Agreement that would bring about any unfair condition that could be prejudicial to the BPD or BCED, the motoring public, or other tow truck companies.

B. Examples of "collusion" include, but are not limited to conspiracy by Operator to establish artificially high or low rate(s) for services performed pursuant to this Agreement, and the like.

C. A finding by the BPD or BCED that Operator or a proposer have been involved in collusion shall be cause for rejection of the proposal or shall nullify this Agreement. Operator or proposers found to be involved in any act, or attempted act of collusion, shall be disqualified from participation on the BPD or BCED rotation tow list for the term of this Agreement, plus three (3) years, in all jurisdictions policed by the BPD or BCED.

## 8. OPERATOR RESPONSE TO CALLS.

A. Responsive Service. Operator shall respond to the BPD and BCED calls twenty-four (24) hours per day, seven (7) days per week, within the maximum response time established by this Agreement. "Response time" shall mean the period of time from Operator's notification by the BPD or BCED dispatch of a call to the arrival of the tow truck at the location requested. When Operator will be temporarily unavailable to provide services due to a preplanned or scheduled activity (e.g., vacations, maintenance, medical leave), Operator's representative shall notify the BPD and BCED at least twenty-four (24) hours prior to the date that services will be unavailable, noting the times and dates of the unavailability. Operator shall respond with a tow truck of the class required to tow the vehicle specified by the BPD and/or BCED. If, after accepting the call, Operator is unable to respond or will be delayed in responding, Operator shall immediately notify the BPD and/or BCED dispatch. In such case, the BPD and/or BCED shall have the right to use an alternative tow truck operator holding a towing and storage services agreement to provide the services for such call. Operator shall not assign any calls to other tow truck companies.

1) Operator's maximum response time for critical tow circumstances (e.g., traffic collisions, impounds, hazards, road blockages) is twenty (20) minutes.

a) *Response Time.* Operator's response to calls from the BPD and BCED for towing service shall not exceed twenty (20) minutes from the time Operator received the request from the BPD or BCED to the time the tow vehicle arrives at the location from which the tow is to be made.

b) *Three Axle Tow Truck.* The maximum response time notwithstanding, when the tow requires a three axle tow truck and Operator subcontracts for use of three (3) axle tow truck, Operator's response time shall not exceed thirty (30) minutes.

2) If Operator has not arrived on the scene within the 20-minute maximum time, the BPD or BCED may request a tow vehicle from another tow truck operator

specified on the rotation list, and Operator may not take the tow. A failure to respond and perform required towing or service, and/or repeated failure(s) to meet the maximum response time requirements, shall constitute failure to comply with the terms and conditions of this Agreement.

a) The Contract Administrator may, in his or her sole and absolute discretion, take immediate disciplinary action for any flagrant violation of the requirement to respond within the maximum response time.

b) The Contract Administrator may, in his or her sole discretion, excuse any delay or may extend Operator's response time to any call if Operator calls the BPD or BCED within the 20-minute response time to notify them of a delay and states the reason for the delay. After consideration of the specific circumstances, the Contract Administrator shall determine whether the delay and extension is justified. Factors under such consideration include, but are not limited to, unforeseen causes beyond the control and without the fault or negligence of Operator, including, but not limited to, acts of God or the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, material shortages beyond the Parties' control, wars, litigation, and/or acts of any governmental agency.

c) Upon receiving requests for tow service by the BPD or BCED, Operator shall record the time such requests are made and the time at which a tow vehicle is dispatched and maintain such record for at least six (6) months.

d) Failure of Operator to respond within the maximum response time, on five (5) or more occasions within any 365-day period, shall be a material default, constituting grounds for termination of this Agreement.

B. In responding to a BPD or BCED call, Operator shall perform the towing or service required for which Operator was called. This requirement may be waived by the BPD or BCED Officer-in-Charge, if the requested equipment is inadequate for the service to be performed; provided, however, if Operator supplies the wrong equipment, the BPD and/or BCED shall have the automatic and immediate right to use an alternative tow truck operator holding a towing and storage services agreement with the City to provide the services for such call.

C. Operator shall not respond to a BPD or BCED call assigned to another tow truck operator unless requested to do so by the BPD or BCED. If a tow truck operator assigned to the initial BPD or BCED call requires the assistance of an additional operator at the scene, the tow truck operator assigned to the initial call may, subject to the prior approval of the BPD or BCED Officer-in-Charge, request the assistance of Operator. If Operator, who was not called to a scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and a BPD or BCED Officer-in-Charge requests its assistance in clearing the roadway, Operator may be requested to move the vehicle to a safe location, as directed by the officer, and leave the vehicle.

D. Only the actual number and type of tow truck personnel and equipment requested by the BPD or BCED from Operator shall respond to a BPD or BCED call. Additional tow truck personnel and equipment shall be pre-approved by the BPD or BCED Officer-in-Charge. This shall not preclude Operator from responding to an incident to ascertain if additional assistance

or equipment is required. There shall be no additional charge by Operator for any personnel or equipment that is not necessary to perform the required service.

**9. STORAGE OPERATIONS.**

A. Operator's Responsibilities.

1) Operator shall be responsible for the care, custody, and control of all vehicles stored by it, together with all accessories and equipment on each vehicle and all personal property in each vehicle.

2) It shall be Operator's responsibility to protect the stored equipment and property against loss or damage by fire, theft, weather, or other causes. In the event of loss or damage to a stored vehicle, its accessories or equipment, or personal property contained in the vehicle, Operator shall be responsible to the owner for all losses and/or damages. Personal property in vehicles stored by Operator shall not be disposed of to defray any charges for the towing or storing of a vehicle; and, if not called for by the owner within thirty (30) calendar days after date of notice by BPD or BCED of impound or storage, all such property shall be disposed of in accordance with all federal, state, and local laws, including without limitation, California Vehicle Code Section 10652.

3) Operator shall take all reasonable precautions required by the BPD and BCED to avoid damage to any evidence, such as fingerprints or stains. Vehicles taken into custody for evidence shall be stored at a location designated by the BPD. Operator shall take whatever actions and precautions necessary to protect the engines, trunks, and interior areas of all stored or impounded vehicles against the elements by rolling up windows, closing doors, trunk lids, and hoods, and, if necessary, covering the vehicle or parts thereof exposed to the weather with plastic, canvas, or other waterproof covering. Operator shall park all stored or impounded vehicles in such a manner as to prevent any damage while other vehicles are being moved or parked in the vicinity of the vehicles.

4) Whenever possible, vehicles held for a 30-day hold must be placed in a secured, enclosed, inside storage area.

5) The BPD or BCED will complete a detailed written inventory of all personal property in any vehicle that is towed and stored, or towed and impounded, by Operator at their request, and the responding Driver shall complete the appropriate section on the BPD's or BCED's form and shall sign the form. A copy of the signed form shall be given to the responding Driver and shall be retained by Operator.

6) Under no circumstances may a vehicle and/or personal property located in a vehicle be released by Operator to the vehicle owner, or his or her designated representative, without the express written permission from the BPD and/or the BCE.

7) Operator shall obtain written approval from the BPD or BCED prior to the removal of any personal property from a stored or impounded vehicle and shall provide a receipt, with a copy placed in the stored vehicle, for all removed property. The requirement to obtain approval from the BPD or BCED prior to the removal of property may be excused by the

Contract Administrator if he or she determines that proper safeguards and procedures are utilized by Operator.

a) These requirements may not be waived in cases where a vehicle has been impounded for evidence or investigation.

b) With approval from the BPD or BCED, Operator shall release personal property from an impounded vehicle at the request of the vehicle owner, or his or her agent.

(1) Personal property includes: papers, transportable cellular telephones, portable radios and/or portable stereo equipment, clothes, luggage, tools, and all other unaffixed contents.

(2) Items of personal property in a stored vehicle that are not required as evidence shall be released upon request of the vehicle owner or his/her agent.

c) Cargo not held as evidence shall be released upon demand of the carrier or pursuant to a court order.

8) Operator shall not charge a storage fee for the time during which vehicles are stored by the BPD or BCED on City-owned property for the processing of evidence. Upon completion of the processing of evidence, BPD or BCED shall notify the registered vehicle owner that his or her vehicle is ready to be released. If the vehicle owner claims his or her vehicle directly from BPD or BCED within twenty-four (24) hours, Operator shall not be entitled to collect any storage fees from the vehicle owner or the City. If the vehicle owner fails to claim his or her vehicle within twenty-four (24) hours, the City shall contact Operator responsible for initially towing the subject vehicle, and Operator will then be responsible for towing the subject vehicle to Operator's storage facility. Upon storing the vehicle in Operator's storage facility, Operator is entitled to begin charging a storage fee. Notwithstanding the foregoing, Operator is entitled to charge towing fees at the standard towing rate for all vehicles towed in connection with the processing of evidence, as set forth in Exhibit C.

9) Operator shall post and maintain a sign or signs which have been approved by the Contract Administrator in a conspicuous place or places on Operator's premises where the vehicle owner re-claims his/her vehicle and in a location designated by the Contract Administrator that is clearly visible to the public from the street, and which gives notice of:

a) The approved "Rate Schedule" for tow and storage services;

b) The method of payment(s) that are acceptable by Operator, which shall include at a minimum credit cards and U.S. currency;

c) Notice that a written receipt shall be supplied by Operator for the amount of payment received;

d) The telephone number and address of the Contract Administrator; and

e) The address where a vehicle owner may address his or her complaints regarding Operator's tow and/or storage services.

10) For the purpose of this Agreement, "normal business hours" shall not be less than 8 a.m. to 5 p.m., Monday through Friday, and Operator's place of business shall be staffed continuously during these periods, except for the following state-recognized holidays:

a) New Year's Day, Martin Luther King Day, Lincoln Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.

11) Business hours shall be posted in plain view to the public at both the place of business and/or storage facility.

12) Employees shall be properly trained and supervised in conducting business transactions related to towing, storage and release of vehicles/property.

13) Operator shall have a responsible person(s) on-call on a twenty-four (24) hour basis, seven (7) days a week. The designated on-call person(s) shall be available to release vehicles at all times, twenty-four (24) hours per day, seven (7) days per week, including holidays.

B. Storage Facilities.

1) Operator shall maintain sufficient storage spaces, as approved by the Contract Administrator.

2) The storage yard must conform to all local zoning use requirements then in effect and have any required permits to operate at that location.

3) Operator shall maintain adequate security of vehicles and property at the place of storage in accordance with the requirements of this Agreement. All vehicles impounded or taken into custody by the BPD or BCED must be stored by Operator in areas that are enclosed by substantial wire fences or walls that have gates or doors that lock. Such fences or wall enclosures shall be not less than six (6) feet in height and shall have not less than one gate or door of a width and height that is adequate to allow vehicles to be moved freely and without creation of traffic congestion. The bottom edge of the enclosure structure shall not be more than two (2) inches above the parking surface of the enclosed area. A fence or wall enclosure shall be maintained and repaired in good condition throughout the term of this Agreement. Such fences or walls shall be repaired within twenty-four (24) hours of the time of any damage thereto to insure proper protection of the stored vehicles. The storage area must be paved with concrete or asphalt and maintained in good condition. The Contract Administrator may modify security requirements as necessary to coincide with local conditions.

C. Location and Maintenance of Storage Facility.

1) Operator shall maintain and provide a place of business and storage facilities for the vehicles stored within the established boundaries of the City, as may be modified from time to time.

2) Operator's primary storage facility shall be located at the same location as the business address. If Operator stores vehicles at a different location from the primary location, this additional location shall be located within the City's limits and Operator shall furnish to the Contract Administrator the addresses of each and every additional storage facility. Operator shall release vehicles and personal property at the primary storage facility upon request of the owner.

a) In the event any vehicles are stored at a location other than the primary storage facility, there shall be no charge for any additional distance traveled to and from a secondary location.

3) Operator shall furnish the Contract Administrator with the addresses of all storage facilities whenever there is a change. Secondary storage facilities shall be located reasonably close to the main business office.

4) All landscaped and paved areas of Operator's premises shall be maintained in a neat and orderly condition with the landscape in a healthy condition and free of weeds and litter. All storage spaces used by Operator in conjunction with its services hereunder shall be kept free of litter, debris, and other materials, substances, or any automotive parts unless the parts are stored as evidence for the BPD or BCE. Operator shall avoid contamination of soil or surface waters with gasoline, oil, grease, or any other contaminating substance as required by federal, state, county or other local regulations.

D. All surfaces of any Operator storage facility shall be in good repair without broken parts, holes, potholes, or litter, and in such a condition that ensures that no damage to vehicles will result. Any facility used for the storage of vehicles located in the City shall be landscaped as follows: any portion of a lot not paved or occupied by a structure or designed for vehicular parking shall be landscaped with a mixture of ground cover, shrubs, and trees and may include decorative rock, walkways, or other features as approved by the City's Planning Director. All parking lots facing or abutting a public street or a residential district shall be screened by a solid wall or compact evergreen hedge not less than six (6) feet in height or by landscaped planters containing shrubs not less than six (6) feet in height or by a landscaped berm not less than six (6) feet in height or by a landscaped screening approved by the City's Planning Director. Operator shall prevent contamination of soil with gasoline, oil, grease, or any other contaminating substance as specified by federal, state, and local laws.

**10. <u>ABANDONED VEHICLE ABATEMENT PROGRAM</u>.**

A. At the request of the BPD or BCED, but no more than two (2) calendar days a week and eight (8) hours a day, Operator shall provide a Driver and the specified tow truck for the removal of abandoned vehicles, as described in the City of Banning Municipal Code Chapter 10.28. Drivers are subject to a maximum response time set forth in Section 8.A. of this Agreement in their execution of this provision.

B. Operator shall not remove any abandoned vehicles without first being instructed to do so by an authorized representative of the BPD or BCED.

C. Operator shall dispose of vehicles removed by Operator pursuant to this Section 10 pursuant to City of Banning Municipal Code Section 10.28.100.

D. Refusal and/or failure by Operator to provide the services described in this Section 10 shall be grounds for termination of this Agreement.

**11. INSURANCE REQUIREMENTS.**

A. Operator 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's Risk Manager. The following policies of insurance are required:

1) COMMERCIAL GENERAL LIABILITY insurance, which shall be on 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, products and completed operations, and contractual liability (including, without limitation, indemnity obligations), and with limits of liability of not less than $2,000,000 per occurrence for bodily injury and property damage, $2,000,000 per occurrence for personal and advertising injury, $4,000,000 aggregate for products and completed operations, and $4,000,000 general aggregate.

2) GARAGE-KEEPERS LEGAL LIABILITY insurance, which shall include coverage for vehicles in the care, custody, and control of Operator with limits of liability of not less than $500,000 per occurrence for property damage.

3) COMMERCIAL AUTOMOBILE LIABILITY insurance, which shall be on 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), and with limits of not less than $1,000,000 per accident for bodily injury and property damage.

4) ON-HOOK/CARGO insurance, which shall include coverage for vehicles in tow with limits of liability based on the size of the tow truck, which are as follows:

| | | |
|---|---|---|
| a) | Class A tow truck | $50,000 |
| b) | Class B tow truck | $100,000 |
| c) | Class C tow truck | $200,000 |
| d) | Class D tow truck | $250,000 |

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

6) EMPLOYERS' LIABILITY insurance with minimum limits of $1,000,000 each accident, $1,000,000 disease policy limit, and $1,000,000 diseases each employee.

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

C. The above described policies of insurance shall be endorsed to provide an unrestricted thirty (30) calendar days' written notice in favor of the City of policy cancellation, change or reduction of coverage, except for the Workers' Compensation policy, which shall provide a ten (10) calendar days' written notice of such cancellation, change or reduction of coverage. In the event any policies are due to expire during the term of this Agreement, Operator shall provide a new certificate and all applicable endorsements evidencing renewal of such policy prior to the expiration date of the expiring policy(ies) to the Contract Administrator. Upon issuance by the insurer, broker, or agent of a notice of cancellation, change, or reduction in coverage, Operator shall file with the Contract Administrator a new certificate and all applicable endorsements for such policy(ies).

D. The General Liability, Automobile Liability, and Garagekeepers Legal Liability insurance policies shall be written on an occurrence form and shall name the City, its officers, officials, agents, employees, and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Operator's insurance shall be primary and no contribution shall be required of the City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to the City, its officers, officials, agents, employees, and volunteers. Operator shall have furnished the City with the certificate(s) and applicable endorsements for all required insurance prior to the City's execution of this Agreement.

E. The fact that insurance is obtained by Operator shall not be deemed to release or diminish the liability of Operator, including, without limitation, liability under the indemnity provisions. The City 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 Operator. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability, nor limit the liability of, Operator, its principals, officers, agents, employees, persons under the supervision of Operator, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

F. Upon request of the City, Operator shall immediately furnish the City with a complete copy of any insurance policy required, including all endorsements, with the 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.

G. If at any time during the life of this Agreement or any extension, Operator fails to maintain the required insurance in full force and effect, all work under this Agreement shall be discontinued immediately until notice is received by the 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 the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement.

H. Should Operator subcontract all or any portion of the work to be performed, Operator shall require each subcontractor to provide insurance protection in favor of the City, its officer, officials, employees, agents, and authorized volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors certificates and endorsements shall be on file with Operator and the City prior to the commencement of any work by the subcontractor.

**12. INDEMNIFICATION.**

Operator shall indemnify the City, its officers, agents, and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys' fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the performance of the work or services of Operator, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Operator hereunder, or arising from Operator's negligent performance of or failure to perform any term, provision covenant or condition of this Agreement, but excluding such claims or liabilities to the extent caused by the active negligence or willful misconduct of the City.

**13. INSPECTIONS.**

A. Operator must pass not less than one (1) annual inspection of all tow trucks of an Operator by a qualified law enforcement agency. The BPD or BCED may conduct inspections at any time (at no charge to Operator) of all tow trucks used by Operator to determine whether such tow trucks are safe and adequately equipped to perform the service required of such class level tow truck.

B. The BPD or BCED may also conduct inspections at any time (at no charge to Operator) of Operator's business premises to determine whether the premises are secured and maintained. The BPD or BCED may conduct inspections without notice during normal business hours.

C. In the event that an inspection reveals that a tow truck is not suitable for towing operations, the BPD or BCED shall notify Operator in writing that the vehicle is disapproved and cannot be dispatched by Operator. Operator shall not dispatch a disapproved tow truck (to a BPD or BCED call), until written authorization has been obtained from either the BPD or BCED that the vehicle is "approved."

**14. BUSINESS RECORDS AND GROSS RECEIPTS ACCOUNTING.**

A. Operator shall maintain written or computerized records, at its place of business relating to tow, storage, impound, or lien services furnished under this Agreement, including a description of vehicles, nature of service, Driver's name, start time, end time, location of call, and itemized costs of towing and storage.

B. Operator shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, FCC licensing, and non-BPD/BCED tows.

C. The BPD and BCED may inspect all Operator records without notice during normal business hours.

D. Operator shall permit the BPD and BCED to make copies of business records at its place of business, or to remove business records for the purpose of reproduction. The BPD and BCED shall provide a receipt for any original records removed from Operator's place of business.

E. Records shall be maintained and available for inspection for a period of two (2) years plus the current term of this Agreement.

F. Operator shall issue complete and accurate receipts to all customers.

G. Operator must notify the CHP as required by Section 10652 of the California Vehicle Code.

H. Gross Receipts Reports/Accounting. Operator shall keep accurate records of all "gross receipts" earned as a result of the business conducted, excepting therefrom all sales and excise taxes ("Gross Receipts Records"). "Gross receipts" is defined as all revenues received from towing and related services, storage, salvage sales of abandoned or unclaimed vehicles, plus incidental receipts earned by Operator as a result of business conducted under this Agreement. All charges shown on invoices and other records are to be explicit in detail, showing the reason for the amount specified therein.

I. Operator shall also keep accurate records of all lien sales completed as a result of the business conducted, excepting therefrom all sales and excise taxes ("Lien Sales Records"). In conjunction with the quarterly payment of the Towing Program Fee, Operator shall provide to the City, in a form approved by the Finance Director, a copy of its Gross Receipts Records and Lien Sales Records covering the immediately preceding six-month period during the Term. Such Gross Receipts Records must be available at all times during normal business hours and shall be subject to inspection, review, and audit by the Contract Administrator.

J. The Gross Receipts and Lien Sales Records must be supported by source documents such as receipt slips, cash register tapes, invoices or other pertinent information. All charges, fees, and receipts shall be recorded by means of cash registers, which shall be equipped with devices that lock in the totals and other records of transactions or with a counter that cannot be reset, which records transaction numbers and receipt details. Operator shall read and record the totals at the beginning and end of each calendar day.

K. At the request of the BPD or BCED, Operator shall furnish the BPD or BCED a written list of all vehicles that have been towed by Operator within five (5) business days of such request. Such list shall show the date of tow, storage location of each vehicle, dates of storage, vehicle make and model, license number, and vehicle serial number.

L. Audits. Operator must make available to the City, upon three (3) calendar days' written notice, its accounting records and books for inspection and audit. The BPD or BCED, the City, and their designated representative(s) agree to maintain the confidentiality of such accounting records and books, to the extent permitted to do so under federal and state laws, including without limitation the California Public Records Act (Cal. Gov. Code, § 6250 *et seq.*). Operator shall submit quarterly documentation detailing its operations on behalf of the City in both written and electronic formats that are acceptable to the City's Finance Director. Such documentation shall include the following information: the date, time, location, case number (if any), vehicle description (including make, model, and vehicle license number), and a brief description of the circumstances surrounding the tow (e.g., traffic collision, BPD impound, etc.). Operator shall maintain these records for a period of three (3) years. In addition, the City may request, no more than annually, that Operator undergo an audit of its accounting records and books by a professional auditor of the City's choice.

## 15. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT.

A. Except as provided by this Agreement, Operator shall not contract with any other entity not covered by this Agreement without the express, prior written approval of the City. As a condition of such an approval, the City may require any subcontractor to provide the City with Certificates of Insurance naming the City as an additional insured and other documentation of compliance with California Vehicle Code provisions applicable to a towing operation, such as current inspection reports by the CHP.

B. Neither this Agreement, nor any interest, may be transferred, assigned, conveyed, hypothecated, or encumbered either voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior express written approval of the 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 Operator, taking all transfers into account on a cumulative basis.

C. Any cause of violation of this Section, including any bankruptcy proceeding, shall be deemed a major violation and cause for suspension or termination of this Agreement. No City-approved transfer shall release Operator, or any surety of Operator, of any liability hereunder without the express consent of the City. The City's consent to one assignment shall in no way be deemed to be acceptance of any further assignment.

## 16. FINANCIAL INTEREST.

A. Operator shall not be directly involved in the towing-related business of any other tow truck operator or proposer. "Directly involved" shall mean anything in common between Operator or proposers with regard to any of the following: 1) business licenses; 2) insurance; 3) tow truck or equipment ownership; and 4) employees.

B. Facilities shared by tow truck operators shall be physically separated and secured from each other unless the Contract Administrator approves non-conforming facilities.

C. Any violation of this Section shall be deemed a major violation and cause for suspension, if deemed appropriate by the Contract Administrator.

**17. <u>DISCIPLINARY ACTIONS</u>.**

A. The Contract Administrator shall take disciplinary action against Operator for violations investigated and confirmed or sustained. Unless otherwise noted, the Contract Administrator shall determine the period of suspension. The Contract Administrator shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement.

B. Records of violations shall be retained by the BPD for at least thirty-six (36) months.

C. Disciplinary action taken against Operator by the Contract Administrator shall be honored by all BPD and BCED personnel. Likewise, any disciplinary action taken against Operator by a local CHP Commander may be honored by the BPD and BCED when the violation in question is related to a safety violation.

D. A violation of the equipment requirements related to safety shall be deemed a major violation and cause for immediate suspension of this Agreement. The Contract Administrator shall determine the period of the suspension. The suspension will remain in effect until the period of suspension is completed and the BPD has conducted an inspection and found that Operator is in compliance.

E. A violation of the Gross Vehicle Weight Rating (GVWR) and safe loading requirements of a tow truck shall be deemed a major violation and cause for immediate suspension of this Agreement. This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining fifty percent (50%) of the tow truck's unladen weight on the front axle when lifting/carrying a load.

F. A violation of intentionally overcharging, or a pattern of overcharging, shall be deemed a major violation and cause for immediate suspension or termination of this Agreement. If suspension occurs then the Contract Administrator shall determine the period of the suspension. The suspension will remain in effect until the period of suspension is completed and Operator has presented proof to the BPD that reimbursement has been made to the aggrieved customer(s).

G. Neither BPD nor BCED personnel shall be offered gratuities, and requests for gratuities shall not be honored by Operator, or its employees or associates . A violation of this Section shall be cause for suspension or termination of this Agreement.

H. A refusal to respond or to perform the required towing or service shall be cause for suspension of this Agreement.

I. Any failure to respond or repeated failures to respond within the maximum response time allowed shall be cause for suspension of this Agreement.

J. Responding to a BPD or BCED call assigned to another tow truck operator shall be cause for suspension of this Agreement.

K. Any unsatisfactory rating based on a violation of the Biennial Inspection of Terminals (BIT) Program requirements shall be deemed a major violation and cause for an immediate suspension of this Agreement. The Contract Administrator shall determine the period of the suspension. The suspension will remain in effect until the period of suspension is completed and Operator has presented proof of compliance with the BIT requirements.

L. Failure of Operator to satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss that occurred while the vehicle was in Operator's custody will result in suspension of this Agreement. The suspension will remain in effect until the period of suspension is completed and Operator has presented proof of the reimbursement.

M. Failure of Operator to comply with the inspection requirements of this Agreement will result in immediate suspension of this Agreement. The Contract Administrator shall determine the period of the suspension. The suspension will remain in effect until the period of suspension is completed and Operator has complied with the inspection requirement.

N. Sending a Driver for whom a form in substantial conformance with Exhibit D has not been submitted on a BPD or BCED call shall be cause for immediate suspension of this Agreement (this would also include those drivers dispatched by Operator's business). The suspension will remain in effect until the period of suspension is completed and Operator has submitted the Driver information, current EPN report, and documentation of the tow truck driver's experience or completed training program to the Contract Administrator.

O. Failure of Operator to maintain the minimum insurance requirements set forth in this Agreement will immediately nullify this Agreement and is deemed a major violation of this Agreement.

P. Operator will be subject to an additional suspension of this Agreement for failure to notify the Contract Administrator in advance of the insurance policy expiration or cancellation.

Q. Minor traffic violations may be deemed a minor violation of this Agreement.

R. A Driver, not under the immediate observation of Operator, while driving a tow truck, who is arrested and subsequently convicted for misdemeanor driving under the influence of alcohol and/or drugs, will be subject to immediate suspension from participating as a Driver under the provisions of this Agreement. The length of suspension will be at the Contract Administrator's discretion.

S. If Operator is serving a suspension for one (1) year or more, he or she shall be required to comply with all terms and conditions of this Agreement at the time of the

reinstatement. No equipment shall be approved that is not in compliance with the equipment specifications contained in this Agreement at the time of reinstatement. Sections of this Agreement that are commonly referred to as "grandfather clauses" shall no longer apply to any Operator who is suspended for one (1) year or more.

T. Major Violations. Violations of the terms and conditions of this Agreement that are subject to suspension for the first violation are categorized as major violations. Any subsequent or continuing major violation may be cause for termination of this Agreement.

1) Termination shall be invoked if, in the Contract Administrator's judgment, continued participation in the rotation tow program by the affected Operator may result in a hazard to public safety and/or welfare.

2) If deemed appropriate, in lieu of termination, the Contract Administrator may impose additional suspensions for longer periods.

U. Minor Violations. Except as specifically stated in this Agreement, minor violations of the terms and conditions of this Agreement may be cause for disciplinary action in the following manner:

1) 1st violation in twelve (12) months – Letter of written reprimand and mandatory meeting between the tow service owner and the Contract Administrator to discuss remediation and future avoidance of the violation.

2) 2nd violation in twelve (12) months – 1 to 30-day suspension of this Agreement.

3) 3rd violation in twelve (12) months – 60 to 90-day suspension of this Agreement.

4) 4th violation in twelve (12) months – Termination of this Agreement, or if deemed appropriate, in lieu of a termination, the Contract Administrator may impose additional suspensions for longer periods. If the suspension of Operator would take them through the expiration of the term of this Agreement, Operator may apply to be on the following year's rotation tow list, but Operator will not be reinstated until the full suspension is completed. If this Agreement is terminated, then Operator will be unable to apply for the BPD or BCED rotation tow list for the following three tow service agreements.

V. Nothing herein shall be deemed to prohibit the Contract Administrator from immediately suspending any Operator whose conduct, or that of his or her employee(s), in the discretion of the Contract Administrator, is deemed to be a danger to the motoring public or who has engaged in conduct constituting a flagrant violation of this Agreement.

**18. COMPLIANCE WITH LAWS.**

A. Operator and its employees shall, at all times, comply with all federal, state, and local laws and ordinances, which include, but are not limited to, California Vehicle Code Sections 22650. 22651.1, 22658(k)-(l), 226558.1, and 22850 and the provisions enumerated in

Exhibit A, and those laws which are applicable to Operator as promulgated by the California Department of Transportation, the CHP, and industry practices endorsed by the CTTA. To the extent the California Vehicle Code provisions in Exhibit A may be amended from time to time, such amendments shall supersede the applicable provisions in Exhibit A.

1) In the event of a misdemeanor traffic violation(s) by Driver(s) that come(s) to the attention of the BPD, the BPD shall advise Operator of the violation(s). Operator will be granted the opportunity to take necessary steps to ensure that such Driver(s) drive(s) in compliance with law. Any subsequent traffic violation(s) by Operator and/or the involved employee may be cause for appropriate disciplinary action against Operator and/or the involved Driver(s).

2) Any traffic violation(s) involving a felony may be cause for immediate disciplinary action against Operator and/or the involved Driver.

B. The provisions contained herein do not preclude the BPD and/or BCED from taking appropriate enforcement or administrative action for any violations of law.

1) Any arrest, charge, or conviction of Operator, its employee(s), officer(s), or agent(s) involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a BPD and/or BCED tow call, or moral turpitude shall be cause for suspension of Operator, it's employee(s), officer(s), or agent(s), or immediate termination this Agreement.

## 19. LICENSES, PERMITS, FEES & ASSESSMENTS.

Operator shall have and maintain a valid City of Banning business license during the term of this Agreement. Operator 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. Operator 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 performance of the services requested by this Agreement.

## 20. ADVERTISING.

Operator shall not display any sign or engage in any advertisement indicating an official or unofficial connection with the BPD, the BCED, or the Department of Motor Vehicles. Examples include, without limitation, "Official BPD Tow," or "Approved by BPD." The provisions under this Section shall not preclude the Contract Administrator from implementing a system to mark and identify particular tow trucks as having passed the BPD or BCED inspection.

## 21. CANCELLATION, TERMINATION AND EXEMPTIONS.

A. This Agreement may be cancelled by the Contract Administrator or Operator, for any reason or no reason, with or without cause, by giving thirty (30) calendar days' written notice to the other Party.

B. For good cause shown, the Contract Administrator may temporarily relieve a qualified Operator of compliance with a required provision of this Agreement. Any such exemption must be requested in writing, stating valid reasons for the need and justification for a temporary exemption from a requirement of this Agreement. No exemption shall be deemed to have been granted unless it is expressly received by the requesting Operator in writing from the BPD.

1) No exemption shall be granted for a period greater than six (6) months from the date of its approval. Any noncompliance with a material provision of this Agreement after the expiration of a granted exemption shall result in the immediate termination of this Agreement.

2) No exemption shall be considered or granted concerning any legal or safety requirements.

C. If it is determined that Operator had knowledge of criminal activity occurring on the property of Operator, or Operator is arrested for a crime which is a felony, then the City may be immediately terminate this Agreement.

D. If Operator refused to comply with any of the terms of this Agreement, then the City may be immediately terminate this Agreement.

**22. COMPENSATION.**

Operator agrees to perform the services herein and to receive, as full payment therefore, those fees described in Exhibit C.

**23. FEES PAYABLE TO CITY.**

A. California Vehicle Code Section 12110(b) provides that a public entity may require payment of a fee in connection with the award of a franchise for towing vehicles on behalf of that public entity; provided, that the fee does not exceed the amount necessary to reimburse the public entity for its actual and reasonable costs incurred in connection with the towing program. Operator agrees to pay to the City that amount of fees in accordance with California Vehicle Code Section 12110, which provides that "a fee in connection with the award of a franchise for towing vehicles on behalf of that public entity . . . may not exceed the amount necessary to reimburse the public entity for its actual and reasonable costs incurred in connection with the towing program."

B. The fees that Operator shall pay to the City shall be paid as follows: For each vehicle tow processed by Operator as a result of a call for service from the BPD and/or BCED, Operator shall pay $138.00 to the City ("Towing Program Fee"). This means that those tow services identified in Sections A and B of Exhibit C shall require Operator to pay the City $138.00 per tow. Tows performed at the direction of the City, which do not result in the vehicle being stored or impounded, (i.e. City vehicles and evidence tows), will be deducted from the total on a one for one basis, as structured in Exhibit C. For example, if Operator processes six (6) tows as a result of a call for service from the BPD and/or BCED, but one (1) of the tows was a BPD vehicle tow that did not result in the vehicle being stored or impounded, and another tow was an evidence

tow that did not result in the vehicle being stored or impounded, then Operator shall pay to the City $552 for four (4) tows at $138 per tow.

C. These fees payable to the City shall be calculated by the City on a quarterly basis and paid by Operator as follows:

1) Each quarterly period shall run every three (3) months as follows: January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.

2) Within fifteen (15) calendar days following the end of a quarterly period, the City shall determine the amount due from Operator for all tows performed for the City that prior quarter and give written notice of the amount due from Operator.

3) Operator shall remit payment to the City of the fees due pursuant to this Section 23 within seven (7) business days of receiving notice from the City of the amount due. Payment shall be made to the City in the form of check, money order, or wire transfer payable to the "City of Banning" and directed to the attention of "Finance Department." The obligation to pay is not contingent on any payments due or paid to Operator for the actual tow and/or storage of any vehicle.

D. It is hereby acknowledged and agreed by Operator and the City that the $138.00 per-tow sum represents a reasonable estimate of the amount necessary to reimburse the public entity for its actual and reasonable costs incurred in connection with the towing program.

**24. 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 attorneys' fees, whether or not the matter proceeds to judgment.

**25. CORPORATE AUTHORITY.**

A. The persons executing this Agreement on behalf of the Parties hereto warrant that:

1) Such Party is duly organized and existing;

2) Such Party is authorized to execute and deliver this Agreement on behalf of the Party;

3) Entering into this Agreement is not contrary to the contentions of any Party in any litigation involving the Parties hereto;

4) By so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and

5) The entering into this Agreement does not violate any provision of any other agreement to which such Party is bound.

B. Operator, and the agents and employees of Operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City, the BPD, or the BCED.

**26. NOTICE.**

Any notice, demand, request, consent, approval, or communication 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 to the address set forth immediately below as to the City, and the address following the signatures below as to Operator. 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 upon seventy-two (72) hours from the time of mailing, if mailed as provided in this Section.

| | |
|---|---|
| To City: | City of Banning<br>99 E Ramsey Street<br>Banning, CA 92220 |
| Copy to: | Richards, Watson, & Gershon<br>350 South Grand Avenue, 37th Floor<br>Los Angeles, CA 90071<br>Attn: Serita R. Young |
| Operator: | Stagecoach Towing, Inc.<br>724 E. Ramsey Street<br>Banning, CA 92220 |

**27. 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.

**28. INTEGRATION; AMENDMENT.**

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. The Parties agree that, by entering into this Agreement, any and all prior rights or obligations of the Parties under any Prior Agreement of any kind are hereby extinguished, except as expressly provided therein. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing.

**29. 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 invalidated provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

**30. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES.**

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

**31. CONFLICT OF INTEREST.**

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 this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Operator 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.

**32. VENUE.**

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

**33. COVENANT AGAINST DISCRIMINATION.**

Operator 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. Operator 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.

**34. RECITALS.**

All recitals preceding the terms of this Agreement are incorporated into the terms hereof and understood as binding obligations.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement on the Effective Date stated in the introductory clause.

| CITY OF BANNING | | OPERATOR |
|---|---|---|
| | By: | |
| Douglas Schulze, City Manager | | NAME:<br>TITLE: |
| | By: | |
| | | NAME:<br>TITLE: |
| ATTEST: | | |
| | | Tax ID No. |
| Caroline Patton, Deputy City Clerk | | |
| | | Address |
| APPROVED AS TO FORM:<br>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.**

## EXHIBIT A

## CALIFORNIA VEHICLE CODE LAWS

NOTE: The laws that govern a tow truck operator's business and vehicle operations are included in, but not limited to, this Exhibit. The list of laws included herein is intended as a general guide only. It is Operator's responsibility to know and comply with all federal and state statutes and all local ordinances relating to its operations; including those that are and are not listed, any new statutes or ordinances subsequently adopted, and any amendments, repeals, or modifications of existing statutes and ordinances, including, but not limited to, those described in this Exhibit.

**1. GENERAL.**

A. Operator shall be able to properly conduct a lien sale as outlined in Division 11, Chapter 10, Article 2, beginning with Section 22851 of the California Vehicle Code.

B. Operator and/or Drivers shall be properly licensed in accordance with Section 12804.9 of the California Vehicle Code. Commercial drivers' licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes. The following shows the correct license class and endorsement for the vehicle or cargo being transported:

| VEHICLE TYPE OF CARGO | CLASS LICENSE | ENDORSEMENT CODE |
|---|---|---|
| Pulling more than one trailer | A | T |
| Transporting passenger for hire | A or B | P |
| Tank Vehicle | A or B | N |
| Hazardous Materials | A, B, or C | H |
| Tank Vehicle with Hazardous Material | A, B, or C | X |

1) Drivers shall have the proper class of license and endorsements for the vehicle and cargo being transported, as shown above.

a) Whenever tank vehicles, double trailers, and/or hazardous materials carriers are towed or driven, the Driver is required to possess the appropriate class of license and endorsement.

b) Empty buses can be towed without the passenger transport endorsement, but the Driver must have the passenger transport endorsement if the bus is driven by him/her, even without passengers.

2) Drivers may obtain a Class A driver license that is restricted to towing other vehicles. The actual driving of damaged vehicles or vehicles being serviced requires that the Class A license not be restricted to towing vehicles. Commercial vehicle operators or operators of vehicles requiring a special certificate must possess both the appropriate license and certificate, as well as possess a valid medical card.

C. Operator shall comply with the provisions contained in Division 4, Chapter 2 (Reports of Stored Vehicles) of the California Vehicle Code (commencing at Section 10650).

D. Operator shall comply with the provisions of Section 10854 of the California Vehicle Code.

E. Operator shall comply with the provisions of Section 12110 of the California Vehicle Code.

F. Operator shall comply with the provisions of Division 11, Chapter 9 of the California Vehicle Code, relating to stopping, standing, or parking, and Chapter 10, relating to the removal or parked and abandoned vehicles.

G. Tow trucks shall comply with appropriate lighting and equipment requirements for motor vehicles as contained in the California Vehicle Code.

H. Tow trucks towing disabled legal vehicles or a legal combination of vehicles shall comply with the vehicle size, weight, load limitations contained in Division 15 of the California Vehicle Code.

1) Tow operators may obtain transportation permits, which allow specific variances on these vehicle length and weight limitations, through the California Department of Transportation or local authorities with respect to highways under their respective jurisdictions.

a) The California Department of Transportation issues permits to requesting operators on an annual basis. The permit allows the movement of disabled legal vehicles under the following conditions:

(1) Disabled legal vehicles or legal combinations of vehicles may be towed on state highways to the nearest appropriate place of repair, or nearest secure storage area that is appropriate for the vehicle or load, whichever is closest and most accessible. It is not the intent of the permit to allow these combinations to be towed to their ultimate destination for convenience, unless that destination meets the foregoing criteria.

(2) Disabled legal vehicles or combination of vehicles, when connected to a tow truck, may exceed legal gross weight limitations. When the end of a truck or truck tractor of legal weight is elevated by a tow truck, the drive axles, the tow truck and/or the drive axle(s) of the disabled vehicle may exceed legal axle or axle group weight limitations. If any axle or axle group exceeds legal weight, movement will be limited to specific routes.

b) Disabled vehicles or combination of vehicles whose movement is authorized by a transportation permit, or any disabled vehicle or any combination of vehicles which, because of damage, has incurred distortion in width or height, causing the vehicle to be in excess of legal dimensions, may be moved at the direction of a peace officer or single trip permit issued by the California Department of Transportation.

c) The Driver, operating under a transportation permit, shall comply with all terms and conditions of the permit.

I. Operator shall comply with the provisions of Sections 3068 through 3074 of the California Civil Code.

J. Operator shall comply with Sections 182, 470, and 532 of the California Penal Code, relating to fraud and conspiracy to commit fraud.

K. Operator shall comply with the provisions of Sections 17200 *et seq.* and 17500 *et seq.* of the California Business and Professions Code, relating to fraudulent or unfair business practice, or false or misleading statements.

**2. SPECIFIC CALIFORNIA VEHICLE CODE REQUIREMENTS RELATING TO TOW TRUCKS, INCLUDING, BUT NOT LIMITED TO:**

A. Summarized California Vehicle Code Provisions:

Unlawful Advertising as Department; Use of Department Initials or Identity (Cal. Veh. Code, § 25)

(a) It is unlawful for any person to display or cause or permit to be displayed any sign, mark, or advertisement indicating an official connection with either the Department of Motor Vehicles or the Department of the California Highway Patrol unless such person has lawful authority, permission, or right to make such display.

(b) It is unlawful for the holder of any occupational license issued pursuant to Division 5 (commencing with Section 11100) to use the initials "DMV," the Department of Motor Vehicles logogram, or the words "Department of Motor Vehicles" in any business name or telephone number. No occupational licensee may use the initials, logogram, or words in any advertisement in a way that indicates, or could be construed to indicate, any official connection with the Department of Motor Vehicles other than as a licensee.

Tow Truck (Cal. Veh. Code, § 615(a))

A "tow truck" is a motor vehicle which has been altered or designed and equipped for, and primarily used in the business of, transporting vehicles by means of a crane, hoist, tow bar, tow line, or dolly or is otherwise primarily used to render assistance to other vehicles. A "roll-back carrier" designed to carry up to two vehicles is also a tow truck. A trailer for hire that is being used to transport a vehicle is a tow truck. "Tow truck" does not include an automobile dismantlers' tow vehicle or a repossessor's tow vehicle.

NOTE: A vehicle which is not exclusively used in the business of towing vehicles nor used to render assistance to other vehicles is not a "tow truck" as defined above and need not comply with the requirements of the California Vehicle Code sections cited in this Exhibit. Such a vehicle shall not be equipped with the flashing amber warning lights permitted on "tow trucks" and is not entitled to special parking privileges under California Vehicle Code Section 22513.

Portable Dolly (Cal. Veh. Code, § 4014)

Any portable or collapsible dolly carried in a tow truck or in a truck used by an automobile dismantler and used upon a highway exclusively for towing disabled vehicles is exempt from registration.

Mounting of Plates (Cal. Veh. Code, § 5201(a)(1))

The rear license plate on a tow truck or repossessor's tow vehicle may be mounted on the left-hand side of the mast assembly at the rear of the cab of the vehicle, not less than 12 inches nor more than 90 inches from the ground.

Compensation for Arranging or Requesting Towing Services (Cal. Veh. Code, § 12110(a))

Except as provided in subdivision (b), no towing service shall provide and no person or public entity shall accept any direct or indirect commission, gift, or any compensation whatever from a towing service in consideration of arranging or requesting the services of a tow truck. As used in this section, "arranging" does not include the activities of employees or principals of a provider of towing services in responding to a request for towing services.

Tow Trucks; Stopping at Scene of Accident or Near Disabled Vehicle; Soliciting an Engagement for Towing Services or to Remove Vehicle; Conditions; Documentation and Reporting Requirements; Fees; Misdemeanors; Exceptions (Cal. Veh. Code, § 22513(a)-(e))

(a)(1) It is a misdemeanor for a towing company or the owner or operator of a tow truck to stop or cause a person to stop at the scene of an accident or near a disabled vehicle for the purpose of soliciting an engagement for towing services, either directly or indirectly, to furnish towing services, to move a vehicle from a highway, street, or public property when the vehicle has been left unattended or when there is an injury as the result of an accident, or to accrue charges for services furnished under those circumstances, unless requested to perform that service by a law enforcement officer or public agency pursuant to that agency's procedures, or unless summoned to the scene or requested to stop by the owner or operator of a disabled vehicle.

(2)(A) A towing company or the owner or operator of a tow truck summoned, or alleging it was summoned, to the scene by the owner or operator of a disabled vehicle shall possess all of the following information in writing prior to arriving at the scene:

(i) The first and last name and working telephone number of the person who summoned it to the scene.

(ii) The make, model, year, and license plate number of the disabled vehicle.

(iii) The date and time it was summoned to the scene.

(iv) The name of the person who obtained the information in clauses (i), (ii), and (iii).

(B) A towing company or the owner or operator of a tow truck summoned, or alleging it was summoned, to the scene by a motor club, as defined by Section 12142 of the Insurance Code,

pursuant to the request of the owner or operator of a disabled vehicle is exempt from the requirements of subparagraph (A), provided it possesses all of the following information in writing prior to arriving at the scene:

(i) The business name of the motor club.

(ii) The identification number the motor club assigns to the referral.

(iii) The date and time it was summoned to the scene by the motor club.

(3) A towing company or the owner or operator of a tow truck requested, or alleging it was requested, to stop at the scene by the owner or operator of a disabled vehicle shall possess all of the following information in writing upon arriving at the scene:

(A) The first and last name and working telephone number of the person who requested the stop.

(B) The make, model, and license plate number, if one is displayed, of the disabled vehicle.

(C) The date and time it was requested to stop.

(D) The name of the person who obtained the information in subparagraphs (A), (B), and (C).

(4) A towing company or the owner or operator of a tow truck summoned or requested, or alleging it was summoned or requested, by a law enforcement officer or public agency pursuant to that agency's procedures to stop at the scene of an accident or near a disabled vehicle for the purpose of soliciting an engagement for towing services, either directly or indirectly, to furnish towing services, or that is expressly authorized to move a vehicle from a highway, street, or public property when the vehicle has been left unattended or when there is an injury as the result of an accident, shall possess all of the following in writing before leaving the scene:

(A) The identity of the law enforcement agency or public agency.

(B) The log number, call number, incident number, or dispatch number assigned to the incident by law enforcement or the public agency, or the surname and badge number of the law enforcement officer, or the surname and employee identification number of the public agency employee.

(C) The date and time of the summons, request, or express authorization.

(5) For purposes of this section, “writing” includes electronic records.

(b) The towing company or the owner or operator of a tow truck shall make the written information described in subdivision (a) available to law enforcement, upon request, from the time it appears at the scene until the time the vehicle is towed and released to a third party, and shall maintain that information for three years. The towing company or owner or operator of a tow truck shall make that information available for inspection and copying within 48 hours of a written request from any officer or agent of a police department, sheriff's department, the

Department of the California Highway Patrol, the Attorney General's office, a district attorney's office, or a city attorney's office.

(c)(1) Prior to attaching a vehicle to the tow truck, if the vehicle owner or operator is present at the time and location of the anticipated tow, the towing company or the owner or operator of the tow truck shall furnish the vehicle's owner or operator with a written itemized estimate of all charges and services to be performed. The estimate shall include all of the following:

(A) The name, address, telephone number, and motor carrier permit number of the towing company.

(B) The license plate number of the tow truck performing the tow.

(C) The first and last name of the towing operator, and if different than the towing operator, the first and last name of the person from the towing company furnishing the estimate.

(D) A description and cost for all services, including, but not limited to, charges for labor, special equipment, mileage from dispatch to return, and storage fees, expressed as a 24-hour rate.

(2) The tow truck operator shall obtain the vehicle owner or operator's signature on the itemized estimate and shall furnish a copy to the person who signed the estimate.

(3) The requirements in paragraph (1) may be completed after the vehicle is attached and removed to the nearest safe shoulder or street if done at the request of law enforcement or a public agency, provided the estimate is furnished prior to the removal of the vehicle from the nearest safe shoulder or street.

(4) The towing company or the owner or operator of a tow truck shall maintain the written documents described in this subdivision for three years, and shall make them available for inspection and copying within 48 hours of a written request from any officer or agent of a police department, sheriff's department, the Department of the California Highway Patrol, the Attorney General's office, a district attorney's office, or a city attorney's office.

(5) This subdivision does not apply to a towing company or the owner or operator of a tow truck summoned to the scene by a motor club, as defined by Section 12142 of the Insurance Code, pursuant to the request of the owner or operator of a disabled vehicle.

(6) This subdivision does not apply to a towing company or the owner or operator of a tow truck summoned to the scene by law enforcement or a public agency pursuant to that agency's procedures, and operating at the scene pursuant to a contract with that law enforcement agency or public agency.

(d)(1) Except as provided in paragraph (2), a towing company or the owner or operator of a tow truck shall not charge a fee for towing or storage, or both, of a vehicle in excess of the greater of the following:

(A) The fee that would have been charged for that towing or storage, or both, made at the request of a law enforcement agency under an agreement between a towing company and the law

enforcement agency that exercises primary jurisdiction in the city in which the vehicle was, or was attempted to be, removed, or if not located within a city, the law enforcement agency that exercises primary jurisdiction in the county in which the vehicle was, or was attempted to be, removed.

(B) The fee that would have been charged for that towing or storage, or both, under the rate approved for that towing operator by the Department of the California Highway Patrol for the jurisdiction from which the vehicle was, or was attempted to be, removed.

(2) Paragraph (1) does not apply to the towing or transportation of a vehicle or temporary storage of a vehicle in transit, if the towing or transportation is performed with the prior consent of the owner or operator of the vehicle.

(3) No charge shall be made in excess of the estimated price without the prior consent of the vehicle owner or operator.

(4) All services rendered by a tow company or tow truck operator, including any warranty or zero cost services, shall be recorded on an invoice, as described in subdivision (e) of Section 22651.07. The towing company or the owner or operator of a tow truck shall maintain the written documents described in this subdivision for three years, and shall make the documents available for inspection and copying within 48 hours of a written request from any officer or agent of a police department, sheriff's department, the Department of the California Highway Patrol, the Attorney General's office, a district attorney's office, or a city attorney's office.

(e) A person who willfully violates subdivision (b), (c), or (d) is guilty of a misdemeanor, punishable by a fine of not more than two thousand five hundred dollars ($2,500), or by imprisonment in a county jail for not more than three months, or by both that fine and imprisonment.

Freeways; stopping, parking or leaving vehicles standing; exceptions to prohibition; violation; conviction (Cal. Veh. Code, § 21718)

(a) No person shall stop, park, or leave standing any vehicle upon a freeway which has full control of access and no crossings at grade except:

(1) When necessary to avoid injury or damage to persons or property.

(2) When required by law or in obedience to a peace officer or official traffic control device.

(3) When any person is actually engaged in maintenance or construction on freeway property or any employee of a public agency is actually engaged in the performance of official duties.

(4) When any vehicle is so disabled that it is impossible to avoid temporarily stopping and another vehicle has been summoned to render assistance to the disabled vehicle or driver of the disabled vehicle. This paragraph applies when the vehicle summoned to render assistance is a vehicle owned by the donor of free emergency assistance that has been summoned by display upon or within a disabled vehicle of a placard or sign given to the driver of the disabled vehicle by the

donor for the specific purpose of summoning assistance, other than towing service, from the donor.

(5) Where stopping, standing, or parking is specifically permitted. However, buses may not stop on freeways unless sidewalks are provided with shoulders of sufficient width to permit stopping without interfering with the normal movement of traffic and without the possibility of crossing over fast lanes to reach the bus stop.

(6) Where necessary for any person to report a traffic accident or other situation or incident to a peace officer or any person specified in paragraph (3), either directly or by means of an emergency telephone or similar device.

(7) When necessary for the purpose of rapid removal of impediments to traffic by the owner or operator of a tow truck operating under an agreement with the Department of the California Highway Patrol.

(b) A conviction of a violation of this section is a conviction involving the safe operation of a motor vehicle upon the highway if a notice to appear for the violation was issued by a peace officer described in Section 830.1 or 830.2 of the Penal Code.

Towing and Service Charges; Credit Card or Cash Payment (Cal. Veh. Code, § 22651.1)

Persons operating or in charge of any storage facility where vehicles are stored pursuant to Section 22651 shall accept a valid bank credit card or cash for payment of towing and storage by the registered owner, legal owner, or the owner's agent claiming the vehicle. A credit card shall be in the name of the person presenting the card. “Credit card” means “credit card” as defined in subdivision (a) of Section 1747.02 of the Civil Code, except, for the purposes of this section, credit card does not include a credit card issued by a retail seller. A person operating or in charge of any storage facility who refuses to accept a valid bank credit card shall be liable to the owner of the vehicle or to the person who tendered the fees for four times the amount of the towing and storage charges, but not to exceed five hundred dollars ($500). In addition, persons operating or in charge of the storage facility shall have sufficient funds on the premises to accommodate and make change in a reasonable monetary transaction.

Credit charges for towing and storage services shall comply with Section 1748.1 of the Civil Code. Law enforcement agencies may include the costs of providing for payment by credit when agreeing with a towing or storage provider on rates.

Release to Owner or Person in Control on Proof of Current Registration or on Issuance of Notice to Appear for Registration Violation; Posting of Notice (Cal. Veh. Code, § 22850.3)

(a) A vehicle placed in storage pursuant to Section 22850 shall be released to the owner or person in control of the vehicle only if the owner or person furnishes, to the law enforcement agency or employee who placed the vehicle in storage, satisfactory proof of current vehicle registration. The agency which caused the vehicle to be stored may, in its discretion, issue a notice to appear for the registration violation, if the two days immediately following the day of impoundment are weekend days or holidays.

(b) At every storage facility there shall be posted in a conspicuous place a notice to the effect that a vehicle placed in storage pursuant to Section 22850 may be released only on proof of current registration or, at the discretion of the impounding agency, upon the issuance of a notice to appear for the registration violation by the local agency which caused the vehicle to be stored, specifying the name and telephone number of that local agency.

Taillamps Generally; Stoplamps; Reflectors (Cal. Veh. Code, §§ 24600(f), 24603(c), 24607(d))

Section 24600(f)

> (f) Taillamps on vehicles manufactured on or after January 1, 1969, shall be mounted not lower than 15 inches nor higher than 72 inches, except that a tow truck, in addition to being equipped with the required taillamps, may also be equipped with two taillamps which may be mounted not lower than 15 inches nor higher than the maximum allowable vehicle height and as far forward as the rearmost portion of the driver's seat in the rearmost position. The additional taillamps on a tow truck shall be lighted whenever the headlamps are lighted.

Section 24603(c)

> (c) Except as provided in subdivision (h), stoplamps on vehicles manufactured on or after January 1, 1969, shall be mounted not lower than 15 inches nor higher than 72 inches, except that a tow truck or a repossessor's tow vehicle, in addition to being equipped with the required stoplamps, may also be equipped with two stoplamps which may be mounted not lower than 15 inches nor higher than the maximum allowable vehicle height and as far forward as the rearmost portion of the driver's seat in the rearmost position.

Section 24607(d)

> (d) When more than one reflector is required, at least one shall be mounted at the left side and one at the right side, respectively, at the same level. Required reflectors shall be mounted not lower than 15 inches nor higher than 60 inches, except that a tow truck, in addition to being equipped with the required reflectors, may also be equipped with two reflectors which may be mounted not lower than 15 inches nor higher than the maximum allowable vehicle height and as far forward as the rearmost portion of the driver's seat in the rearmost position. Additional reflectors of a type meeting requirements established by the department may be mounted at any height.

Tow Trucks, Automobile Dismantler's Tow Vehicle and Towed Vehicle (Cal. Veh. Code, § 24605)

(a) A tow truck or an automobile dismantler's tow vehicle used to tow a vehicle shall be equipped with and carry a taillamp, a stoplamp, and turn signal lamps for use on the rear of a towed vehicle.

(b) Whenever a tow truck or an automobile dismantler's tow vehicle is towing a vehicle and a stoplamp and turn signal lamps cannot be lighted and displayed on the rear of the towed vehicle, the operator of the tow truck or the automobile dismantler's tow vehicle shall display to the rear a stoplamp and turn signal lamps mounted on the towed vehicle, except as provided in subdivision (c). During darkness, if a taillamp on the towed vehicle cannot be lighted, the operator of the tow

truck or the automobile dismantler's tow vehicle shall display to the rear a taillamp mounted on the towed vehicle. No other lighting equipment need be displayed on the towed vehicle.

(c) Whenever any motor vehicle is towing another motor vehicle, stoplamps and turn signal lamps are not required on the towed motor vehicle, but only if a stoplamp and a turn signal lamp on each side of the rear of the towing vehicle is plainly visible to the rear of the towed vehicle. This subdivision does not apply to driveaway-towaway operations.

Utility Flood and Loading Lamps (Cal. Veh. Code, § 25110(a)(l), (b))

(a) The following vehicles may be equipped with utility flood or loading lamps mounted on the rear, and sides, that project a white light illuminating an area to the side or rear of the vehicle for a distance not to exceed 75 feet at the level of the roadway:

(1) Tow trucks that are used to tow disabled vehicles may display utility floodlights, but only during the period of preparation for towing at the location from which a disabled vehicle is to be towed.

(b) Lamps permitted under subdivision (a) shall not be lighted during darkness, except while the vehicle is parked, nor project any glaring light into the eyes of an approaching driver.

Warning Lights on Tow Trucks Used to Tow Disabled Vehicles (Cal. Veh. Code, § 25253)

(a) Tow trucks used to tow disabled vehicles shall be equipped with flashing amber warning lamps. This subdivision does not apply to a tractor-trailer combination.

(b) Tow trucks may display flashing amber warning lamps while providing service to a disabled vehicle. A flashing amber warning lamp upon a tow truck may be displayed to the rear when the tow truck is towing a vehicle and moving at a speed slower than the normal flow of traffic.

(c) A tow truck shall not display flashing amber warning lamps on a freeway except when an unusual traffic hazard or extreme hazard exists.

Note: Vehicles used by automobile dismantlers to tow disabled vehicles may be equipped with flashing amber warning lights. Vehicles used by service stations or garages to occasionally render assistance to disabled vehicles are not tow trucks and are not permitted to be equipped with flashing amber warning lamps.

Use of Flashing Amber Warning Light (Cal. Veh. Code, § 25268)

No person shall display a flashing amber warning light on a vehicle as permitted by this code except when an unusual traffic hazard exists.

Emergency Reflectors; Emergency Warning Signs or Banners; Disabled or Parked Vehicles (Cal. Veh. Code, § 25300)

(a) Every vehicle which, if operated during darkness, would be subject to the requirements of Section 25100, and every truck tractor, irrespective of width, shall at all times be equipped with

at least three red emergency reflectors. The reflectors need be carried by only one vehicle in a combination.

All reflectors shall be maintained in good working condition.

(b) When the vehicle is disabled on the roadway during darkness, reflectors of the type specified in subdivision (a) shall be immediately placed as follows:

One at the traffic side of the disabled vehicle, not more than 10 feet to the front or rear of the vehicle.

One at a distance of approximately 100 feet to the rear of the disabled vehicle in the center of the traffic lane occupied by the vehicle.

One at a distance of approximately 100 feet to the front of the disabled vehicle in the center of the traffic lane occupied by such vehicle.

If disablement of the vehicle occurs within 500 feet of a curve, crest of a hill, or other obstruction to view, the driver shall so place the reflectors in that direction as to afford ample warning to other users of the highway, but in no case less than 100 nor more than 500 feet from the disabled vehicle.

If disablement of the vehicle occurs upon any roadway of a divided or one-way highway, the driver shall place one reflector at a distance of approximately 200 feet and one reflector at a distance of approximately 100 feet to the rear of the vehicle in the center of the lane occupied by the stopped vehicle, and one reflector at the traffic side of the vehicle not more than 10 feet to the rear of the vehicle.

(c) When the vehicle is disabled or parked off the roadway but within 10 feet thereof during darkness, warning reflectors of the type specified in subdivision (a) shall be immediately placed by the driver as follows: one at a distance of approximately 200 feet and one at a distance of approximately 100 feet to the rear of the vehicle, and one at the traffic side of the vehicle not more than 10 feet to the rear of the vehicle. The reflectors shall, if possible, be placed between the edge of the roadway and the vehicle, but in no event less than two feet to the left of the widest portion of the vehicle or load thereon.

(d) (1) Until the reflectors required by this section can be placed properly, the requirements of this section may be complied with temporarily either by placing lighted red fusees or liquid-burning flares in the required locations or by using turn signal lamps, but only if front turn signal lamps at each side are being flashed simultaneously and rear turn signal lamps at each side are being flashed simultaneously.

(2) The driver of a commercial motor vehicle equipped with fusees or liquid-burning flares shall place a lighted fusee or liquid-burning flare at each of the locations specified in subdivision (b). There shall be at least one lighted fusee or liquid-burning flare at each of the prescribed locations for as long as the commercial motor vehicle is stopped. Before the stopped commercial vehicle is moved, the driver shall properly extinguish and remove each fusee or liquid-burning flare.

(3) If gasoline or any other flammable or combustible liquid or gas seeps or leaks from a fuel container or commercial motor vehicle stopped upon a highway, an emergency warning signal producing a flame shall not be lighted or placed except at a distance from the liquid or gas as will assure the prevention of a fire or explosion.

(4)(A) A driver shall not use or permit the use of any flame-producing emergency signal for protecting any of the following:

(i) A commercial vehicle transporting Division 1.1, Division 1.2, or Division 1.3 explosives, as classified by the United States Department of Transportation.

(ii) A cargo tank motor vehicle, whether loaded or empty, used for the transportation of any Class 3 flammable liquid or Division 2.1 flammable gas, as classified by the United States Department of Transportation.

(iii) A commercial motor vehicle using compressed gas as a motor fuel.

(B) In lieu of a flame-producing emergency signal, emergency reflective triangles, red electric lanterns, or red emergency reflectors shall be used, the placement of which shall be in the same manner as prescribed in Section 392.22(b) of Title 49 of the Code of Federal Regulations.

(e) The reflectors shall be displayed continuously during darkness while the vehicle remains disabled upon the roadway or parked or disabled within 10 feet thereof.

(f) Subdivisions (b), (c), (d), and (e) do not apply to a vehicle under either of the following circumstances:

(1) Parked in a legal position within the corporate limits of any city.

(2) Parked in a legal position upon a roadway bounded by adjacent curbs.

(g) In addition to the reflectors specified in subdivision (a), an emergency warning sign or banner may be attached to a vehicle which is disabled upon the roadway or which is parked or disabled within 10 feet of a roadway.

Use of Fusees (Cal. Veh. Code, § 25305)

(a) No person shall place, deposit, or display upon or adjacent to any highway any lighted fusee, except as a warning to approaching vehicular traffic or railroad trains, or both, of an existing hazard upon or adjacent to the highway or highway-railroad crossing.

(b) It is unlawful to use any fusee which produces other than a red light. The provisions of this subdivision shall not apply to any railroad, as defined in Section 229 of the Public Utilities Code.

(c) No person shall attach or permit any person to attach a lighted fusee to any part of a vehicle.

Condition of Brakes; Control and Stopping Requirements; Power brake; Single Control (Cal. Veh. Code, §§ 26453, 26454(a)-(b), 26458)

Section 26453

All brakes and component parts thereof shall be maintained in good condition and in good working order. The brakes shall be so adjusted as to operate as equally as practicable with respect to the wheels on opposite sides of the vehicle.

Section 26454(a)-(b)

(a) The service brakes of every motor vehicle or combination of vehicles shall be adequate to control the movement of and to stop and hold the vehicle or combination of vehicles under all conditions of loading.

(b) Every motor vehicle or combination of vehicles, at any time and under all conditions of loading, shall, upon application of the service brake, be capable of stopping from an initial speed of 20 miles per hour according to the following requirements:

| | | Maximum Stopping Distance (feet) |
|---|---|---|
| (1) | Passenger-carrying vehicles with a seating capacity of 10 or fewer persons, including the driver, and built on a passenger car chassis……. | 20 |
| (2) | Passenger-carrying vehicles with a seating capacity of more than 10 persons, including the driver, and built on a passenger car chassis; vehicles built on a truck or bus chassis and having a GVWR of 10,000 pounds or less……. | 25 |
| (3) | All other passenger-carrying vehicles…… | 35 |
| (4) | Single-unit property-carrying vehicles having a GVWR of 10,000 pounds or less……... | 25 |
| (5) | Single-unit property-carrying vehicles having a GVWR of more than 10,000 pounds, except truck tractors; combinations of a 2-axle towing vehicle and trailer having a GVWR of 3,000 pounds or less; all combinations of 2 or fewer vehicles in driveaway or towaway operation……... | 35 |
| (6) | All other property-carrying vehicles and combinations of property-carrying vehicles…….. | 40 |

Section 26458

(a) The braking system on every motor vehicle used to tow another vehicle shall be so

arranged that one control on the towing vehicle shall, when applied, operate all the service brakes on the power unit and combination of vehicles when either or both of the following conditions exist:

The towing vehicle is required to be equipped with power brakes.

The towed vehicle is required to be equipped with brakes and is equipped with power brakes.

(b) Subdivision (a) shall not be construed to prohibit motor vehicles from being equipped with an additional control to be used to operate the brakes on the trailer or trailers.

(c) Subdivision (a) does not apply to any of the following combinations of vehicles, if the combination of vehicles meets the stopping distance requirements of Section 26454:

Vehicles engaged in driveaway-towaway operations.

Disabled vehicles, while being towed.

Towed motor vehicles.

Trailers equipped with inertially controlled brakes which are designed to be applied automatically upon breakaway from the towing vehicle and which are capable of stopping and holding the trailer stationary for not less than 15 minutes.

Required Equipment (Cal. Veh. Code, § 27700(a))

(a) Tow trucks shall be equipped with and carry all of the following:

(1) One or more brooms, and the driver of the tow truck engaged to remove a disabled vehicle from the scene of an accident shall remove all glass and debris deposited upon the roadway by the disabled vehicle which is to be towed.

(2) One or more shovels, and whenever practical the tow truck driver engaged to remove any disabled vehicle shall spread dirt upon that portion of the roadway where oil or grease has been deposited by the disabled vehicle;

(3) One or more fire extinguishers of the dry chemical or carbon dioxide type with an aggregate rating of at least 4-B, C units and bearing the approval of a laboratory nationally recognized as properly equipped to make the approval.

Tow Trucks, Repossessor's Tow Vehicles or Automobile Dismantler's Tow Vehicles (Cal. Veh. Code, § 27907)

There shall be displayed in a conspicuous place on both the right and left side of a tow truck, a repossessor's tow vehicle, or an automobile dismantler's tow vehicle used to tow or carry vehicles a sign showing the name of the company or the owner or operator of the tow truck or tow vehicle. The sign shall also contain the business address and telephone number of the owner or driver.

The letters and numbers of the sign shall not be less than 2 inches in height and shall be in contrast to the color of the background upon which they are placed.

A person licensed as a repossession agency pursuant to Chapter 11 (commencing with Section 7500) of Division 3 of the Business and Professions Code, or a registrant of the agency, may use the license number issued to the agency by the Department of Consumer Affairs in lieu of a name, business address, and telephone number.

NOTE: California Vehicle Code Section 25 prohibits the display of any sign, mark, or advertisement indicating an official connection with either the Department of Motor Vehicles or the Department of the California Highway Patrol unless such person has lawful authority, permission, or right to make such display.

Towing Requirements (Cal. Veh. Code, § 29004(a)-(c))

(a)(1) Except as required under paragraph (2), a towed vehicle shall be coupled to the towing vehicle by means of a safety chain, cable, or equivalent device in addition to the regular drawbar, tongue, or other connection.

(2) A vehicle towed by a tow truck shall be coupled to the tow truck by means of at least two safety chains in addition to the primary restraining system. The safety chains shall be securely affixed to the truck frame, bed, or towing equipment, independent of the towing sling, wheel lift, or under-reach towing equipment.

(3) A vehicle transported on a slide back carrier tow truck or on a trailer shall be secured by at least four tiedown chains, straps, or an equivalent device, independent of the winch or loading cable. This subdivision does not apply to vehicle bodies that are being transported in compliance with Sections 393.100 to 393.136, inclusive, of Title 49 of the Code of Federal Regulations.

(b) All safety connections and attachments shall be of sufficient strength to control the towed vehicle in the event of failure of the regular hitch, coupling device, drawbar, tongue, or other connection. All safety connections and attachments also shall have a positive means of ensuring that the safety connection or attachment does not become dislodged while in transit.

(c) No more slack may be left in a safety chain, cable, or equivalent device than is necessary to permit proper turning. When a drawbar is used as the towing connection, the safety chain, cable, or equivalent device shall be connected to the towed and towing vehicle and to the drawbar so as to prevent the drawbar from dropping to the ground if the drawbar fails.

## EXHIBIT B

## EQUIPMENT SPECIFICATIONS AND USE REQUIREMENTS

I. GENERAL EQUIPMENT SPECIFICATIONS AND USE EQUIPMENT:

a. Tow Truck and Car Carrier Classifications: Tow truck and car carrier classifications are based on the truck chassis GVWR, and the classification system used by the American Trucking Association (ATA) and truck manufacturers.

| ATA and Manufacturers Classification | CHP Classification |
|---|---|
| a. Class 3 - 10,000-14,000 lbs. GVWR | (Class A Tow Trucks) |
| b. Class 4 - 14,001-16,000 lbs. GVWR | (Class A Tow Trucks) |
| c. Class 5 - 16,001-19,500 lbs. GVWR | (Class A Tow Trucks) |
| d. Class 6 - 19,501-26,000 lbs. GVWR | (Class B Tow Trucks) |
| e. Class 7 - 26,001-33,000 lbs. GVWR | (Class B Tow Trucks) |
| f. Class 8 - 33,001-or more GVWR | (Class B Tow Trucks) |

b. Equipment Limitations. All towing equipment, recovery equipment, and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity may be limited by the capacity of the chassis and the optional equipment selected.

c. Towing Limitations.

1) The total weight of the truck, including the lifted load, shall fall within the GVWR and not exceed either the front axle weight ratings (FAWR) or rear axle weight ratings (RAWR).

2) The truck must meet all applicable state and/or federal standards.

3) The front axle load must be at least fifty percent (50%) of its normal or unladen weight after the load is lifted.

d. Identification Labels. Each piece of towing equipment shall have a label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.

e. Recovery Equipment Rating. The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30-degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).

1) The structural design of the recovery equipment must have a higher load capacity than the performance rating(s).

2) Winches shall conform to or exceed the specifications set forth by the Society of Automotive Engineers (SAE) Handbook, SAE 1706.

3) All ratings for cable and chain assemblies are for the undamaged assembly condition. All cable and chain assemblies should be the same type,

construction, and rating as specified by the original equipment manufacturer (OEM) for the equipment

f. Safety Chains. Safety chains shall be rated at no less than the rating specified by the OEM.

1) Two safety chains shall be used for vehicles being towed. The safety chains shall be securely affixed to the truck bed frame or wrecker boom, independent of the towing sling, bar or hitch, wheel lift, or under-lift towing equipment. The towed vehicle shall be secured to the towing equipment independent of the safety chains by either two chains or two straps.

2) Vehicles being transported on slide back carriers shall be secured by four tie-down chains or straps independent of the winch or loading cable.

3) All safety connections and attachments shall have a positive means of sufficient strength, to ensure that the safety connection or attachment cannot become disengaged while in transit.

g. Control/Safety Labels. All controls shall be clearly marked to indicate proper operations, as well as any special warnings or cautions.

h. Signs. All tow trucks shall display signs on both sides containing Operator's company name, business address, and telephone number. The signs shall be permanently affixed and in compliance with the requirements of Section 27907 of the California Vehicle Code.

i. Wire Rope (Cable). Wire rope shall be maintained in good condition. Only wire rope with swaged ends, wedge locks, or braided ends, with metal sleeves in the loops, shall be approved for use as approved by the CHP. Wire rope is not in good condition when it is stranded, knotted, crushed, excessively rusty, kinked, badly worn, when there are twelve (12) or more wires broken in lay length, or where there is other visible evidence of loss of strength.

II. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

a. Class A Tow Truck Minimum Equipment Specifications:

4) 10,000 pound GVWR chassis.

5) 4-ton recovery equipment rating.

6) Hydraulic or mechanical winch(es).

7) 100 ft. 3/8" x 19 cable or original equipment manufacturers (OEM) specifications.

8) Tow chains, 5/16" alloy or OEM specifications, J/T hook assembly.

9) Safety chains, 5/16" alloy or OEM specifications.

10) Tow sling rating 3,000 pounds, when equipped.

11) Wheel lift safety straps or equivalent mechanical device.

12) All required wheel safety straps, or equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.

13) Tow dolly.

14) One 3-ton snatch block.

15) Wheel lift rating - retracted 3,000 pounds.

b. Class A Car Carrier - One Car Minimum Equipment Specifications:

1) 10,000 pound GVWR chassis.

2) Hydraulic or mechanical winch.

3) 50 ft. 3/8" 6 x 19 cable or OEM specifications.

4) J/T hook loading bridle/chains.

5) Safety chains, 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported.

6) All required tie-down straps and safety chains shall be used as required during towing operations.

c. Class A Car Carrier - Two Cars Minimum Equipment Specifications:

1) 16,001 pound GVWR chassis.

2) Hydraulic or mechanical winch.

3) 50 ft. 3/8" 6 x 19 cable or OEM specifications.

4) J/T hook loading bridle/chains.

5) Safety chains 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported and two safety chains for the vehicle being towed.

6) All required tie-down straps and safety chains shall be used during towing operations.

d. Class B Tow Truck Minimum Equipment Specifications:

1) 19,501 pound GVWR chassis.

2) Air brakes or hydraulic w/air hookup package.

3) 14-ton recovery equipment rating.

4) Hydraulic or mechanical winch(es).

5) 150 ft. 7/16" 6 x 10 cable or OEM specifications.

6) Tow chains, 1/2" alloy or OEM specifications.

7) Safety chains, 1/2" alloy or OEM specifications.

8) Tow sling rating 7,000 pounds.

9) Two 8-ton snatch blocks.

10) Wheel lift safety straps or equivalent mechanical device.

11) All required wheel safety straps, or equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.

12) Wheel lift or under lift rating - retracted, 10,000 pounds.

e. Class B Car Carrier Minimum Equipment Specifications:

1) 19,501 pound GVWR chassis.

2) Hydraulic or mechanical winch.

3) 50 ft. 3/8" 6 19 cable or OEM specifications.

4) J/T hook loading bridle/chains.

5) Safety chains, 5/16" alloy or OEM specifications; four safety chains for each vehicle being transported and two safety chains for the vehicle being towed.

6) All required tie-down straps and safety chains shall be used during towing operations.

f. Class C Tow Truck Minimum Equipment Specifications:

1) 33,000 pound GVWR chassis.

2) Air brakes w/air hookup package and single control compressor.

3) 25-ton recovery equipment rating.

4) Hydraulic or mechanical winch(es).

5) 200 ft. 5/8" 6 x 19 cable or OEM specifications.

6) Tow chains, 5/8" alloy or OEM specifications.

7) Safety chains, 5/8" alloy or OEM specifications.

8) Tow sling rating 12,000 pounds.

9) Two 12-ton snatch blocks.

10) Under lift rating - retracted, 25,000 pounds.

g. Class D Tow Truck Minimum Equipment Specifications:

1) 50,000 pound GVWR chassis.

2) Air brakes w/air hookup package.

3) 30-ton recovery equipment rating.

4) Hydraulic or mechanical winch(es).

5) 250 ft. 3/4" 6 x 19 cable or OEM specifications.

6) Tow chains, 5/8" alloy or OEM specifications.

7) Safety chains, 5/8" alloy or OEM specifications.

8) Tow sling rating 20,000 pounds.

9) Two 12-ton snatch blocks.

10) Under lift rating - retracted, 32,000 pounds.

III. AUXILIARY EQUIPMENT

a. Required Equipment All Classes:

1) Extension - Brake and tail lamps.

2) Fire Extinguisher (Approved 4-B, C rating or better).

3) Flashlight.

4) Broom.

5) Shovel.

6) Wrecking bar (large pry bar).

7) Reflective triangles.

8) Equivalent of six 30-minute flares.

9) Covered trans can(s) with absorbent.

10) Shop rags and/or paper towels.

11) Shop to truck communications (C/B and cellular phones excluded).

b. Service and Other Equipment - (For service calls, each tow truck shall be equipped with the following service equipment):

1) Adequate emergency supply of fuel in an approved container.

2) Booster battery or hot box starting system.

3) Hydraulic jack capable of handling passenger cars and light trucks.

4) Metric and standard lug wrenches.

5) Rubber mallet/hub cap tool.

6) Lockout tools.

7) Motorcycle straps (Class A only).

8) Sledge hammer.

9) Tool kit may include:

a) Assorted open end wrenches; standard 1/4” - 7/8” and Metric, 6- 19 mm.

b) Assorted screwdrivers; Straight blade, Phillips and Torx.

c) Crescent wrench.

d) Ball peen hammer.

e) Pliers.

f) Battery and terminal cleaning tools.

g) Mechanic’s wire.

h) Plastic electrical tape/duct tape.

i) Tire valve core tool.

j) Miscellaneous fuses.

k) Small pry bar.

l) Socket Sets; 1/4" - I" and 6-19 mm.

m) Ratchet and extensions.

c. Class A Required Equipment:

1) One 3-ton rated snatch block.

2) Towing sling - J/T hook tow chain assembly, a 4" x 4" x 48" and a 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.

3) Wheel lift - Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.

4) Car carrier - J/T Hook loading bridle, a 4" x 4" x 48" and 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, and two pairs of safety chains.

d. Class B Required Equipment:

1) Towing sling - J/T hook tow chain assembly, a 4" x 4" x 48" and a 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.

2) Wheel lift - Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.

3) Truck hitch - Tow chain assembly, 4" x 4" x 60" and 6" x 6" x 60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.

4) Under lift - Assortment of lift forks/adapters, safety tie-down chains, and safety chains.

5) Two 8-ton rated snatch blocks.

6) Air hoses and necessary fittings to provide air to the towed vehicle.

e. Classes C and D Required Equipment:

1) Towing sling - Tow chain assembly, 4" x 4" x 60" and 6" x 6" x 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, and safety chains.

2) Truck hitch - Tow chain assembly, 4" x 4" x 60" and 6" x 6" x 60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.

3) Under reach - Assortment of lift forks/adapters, safety tie-down chain(s), and safety chains.

4) Steering wheel clamp.

5) Two 12-ton rated snatch blocks.

6) Air hoses and necessary fittings to provide air to the towed vehicle.

**EXHIBIT C**

**RATES FOR TOWING AND STORAGE SERVICES REQUESTED BY THE BANNING POLICE DEPARTMENT**

The following rate structure shall apply for all towing and storage services requested by the City of Banning Police Department ("BPD") and/or the City of Banning Code Enforcement Department ("BCED").

***Operator's fees and rates charged to customers towed pursuant to City request must remain within ten percent (10%) of the amounts set forth in this Exhibit C. If rates charged to tow customers pursuant to City request exceed ten percent (10%) of these rates, the City may declare a Default.***

***With respect to all towing service rates set forth in Sections A and B below (and only Sections A and B), Operator may add-on $138.00 to recover the City's cost of service as specified in Section 23(a) of this Agreement. Rates below include the $138 admin charge:***

A. BASE TOWING RATE (Light Duty- Class A)

$280.00 PER HOUR

The base rate per tow shall apply to all towed passenger vehicles and trucks rated at less than 10,000 lbs. gross vehicle weight. This rate also applies to difficult removal work involving the removal of vehicles from deep ditches or flood control channels or burning apart of two entangled vehicles.

B. HEAVY DUTY HOURLY TOWING RATE:

1. TWO (2) AXLE CATEGORY (Medium Duty- Class B):

$350.00 PER HOUR

The two (2) axle category shall apply to all towed vehicles with a rate capacity of 10,000 lbs. gross vehicle weight to, but not including, vehicles with 30,000 lbs. gross vehicle weight.

2. THREE (3) AXLE CATEGORY (Heavy Duty- Class C):

$400.00 PER HOUR

The three (3) axle hourly rate shall apply to all towed vehicles with a rate capacity of 30,000 pounds' gross vehicle weight or more.

The hourly rate for heavy duty towing (two and three axle) shall commence when the tow truck arrives on the scene and includes difficult removal work involving the removal of vehicles from deep ditches or flood control channels, burning apart two entangled vehicles, up righting overturned vehicles, and the use of special equipment and preparation prior to towing.

3. THREE (3) AXLE CATEGORY (Extra Heavy Duty- Class D):

PER HOUR TBD (not available service, subcontractor option)

The three (3) axle extra heavy duty hourly rate shall apply to all towed vehicles with a rate capacity of 50,000 pounds' gross vehicle weight or more.

The hourly rate for extra heavy duty towing (three and four axle) shall commence when the tow truck arrives on the scene and includes difficult removal work involving the removal of vehicles from deep ditches or flood control channels, burning apart two entangled vehicles, up righting overturned vehicles, and the use of special equipment and preparation prior to towing.

C. CHARGES FOR RELATED SERVICES:

1. CITY VEHICLE/EVIDENCE TOWS: No Charge/No Towing Program Fee

With respect to a BPD/BCED request for a tow of a City-owned vehicle or a vehicle being towed for BPD/BCED's evidence uses, there shall be no charge for such services at a maximum distance of one hundred (100) miles round-trip, which the distance shall commence at the departure location of the tow truck. Operator shall not be required to pay a Towing Program Fee ($138.00) with respect to these tows.

D. STORAGE: (Per Day)

| | |
|---|---|
| Class A-Inside Storage | $100.00 Per Day (reserved for High Value Vehicles only |
| Class B-Inside Storage | Not available |
| Class C-Inside Storage | Not available |
| Class D-Inside Storage | Not available |
| Class A-Outside Storage | $95.00 Per Day |
| Class B-Outside Storage | $100.00 Per Day |
| Class C-Outside Storage | $100.00 Per Day |
| Class D-Outside Storage | $100.00 Per Day |

The above standard rates apply per vehicle for storage per twenty-four (24) hour period, or any portion thereof. Notwithstanding the foregoing, Operator shall not charge a storage fee to the vehicle owner or the City for the period during which a vehicle is stored by BPD or BCED on City-owned property for the processing of evidence. Operator is only entitled to charge a storage fee for the day(s) that vehicles are stored in Operator's storage facility.

E. ADDITIONAL CONDITIONS:

1. Above towing charges shall apply regardless of the location from which the tow is made or the location of the storage area or garage where the vehicle is delivered. Such towing charges shall include any and all clearing and cleanup of the accident site by the tow truck operator, as required by the BPD or BCED in its sole and absolute discretion.

2. There shall be no additional charge for righting an overturned passenger car or light pickup truck, if towing is involved.

3. There shall be no additional charge for disconnecting a drive shaft where required for towing.

4. The service of reconnecting the drive shaft, in the event such reconnecting is necessary, shall be performed without additional charge.

F. RATE SCHEDULE:

1. The rates charged by Operator for towing and storage services shall be applicable for the entire term of this Agreement. Should there be a dispute regarding the fees and charges for towing and/or storage of vehicles or other charges, the dispute shall be decided by the Contract Administrator in his or her sole discretion. Such decision by the Contract Administrator shall be final and binding upon Operator; and Operator shall not make any demand upon the owner of the vehicle for a sum in excess of the amount determined by the Contract Administrator.

2. Adjustment to Towing/Storage Rates. Towing and storage rates may be reviewed annually, and adjusted to match the local rates provided in the published report established each year by the CHP. Operator must notify the Contract Administrator in writing of a request for any tow and storage rate increase to match the CHP rates. The Banning Police Department will verify any rate increases with the CHP. Any disputes will be reconciled through a meeting between the Contract Administrator, and Operator's duly-authorized representative. If the rate increases are verified and approved, the new rates will take effect on January 1st of that following year. Operator agrees that the determination of the Contract Administrator concerning tow and storage rates shall be final.

G. COLLECTION OF FEES IMPOSED BY AND ON BEHALF OF THE CITY.

Operator understands and accepts that it is the City's obligation to collect any fees imposed by, and on behalf of, the City of Banning related to towing, storage, release of vehicles, including but not limited to, vehicles stored/impounded for State violations.

All vehicle impounds, storage, and forfeitures resulting from the City's enforcement of California Vehicle Code Sections 14602.6, 14602.7, and 14607.6, and any related statutes.

BPD may inspect copies of all lien sale transactions and/or copies of all documents related to these transactions.

## EXHIBIT D

## ACKNOWLEDGEMENT TO BE SIGNED BY ALL TOWING EMPLOYEES

1. DRIVER INFORMATION GENERALLY

   a. Drivers shall be at least eighteen (18) years old and possess the following minimum class driver license.

      1) Class A tow truck - A valid Class C license, or a valid Class A license with valid medical certificate.

      2) Class B tow truck - A valid Class C license for non-regulated vehicles, or a valid Class A license with valid medical certificate for regulated vehicles pursuant to California Vehicle Code Section 34500.

      3) Class C and D tow trucks - A valid Class A license with valid medical certificate.

   b. The Class A license must be endorsed to allow operation of special vehicle configurations and/or special cargoes as described herein.

   c. All Drivers shall be enrolled in the Employer Pull Notice Program ("EPN").

      1) Upon the addition of new drivers, an Operator will be granted a maximum of thirty (30) days to enroll drivers in the Pull Notice Program.

      2) Pull Notices shall be kept on file, signed and dated by Operator.

   d. Drivers shall wear an identifiable uniform shirt displaying the company and Driver's names while engaged in BPD or BCED rotation tow operations. They will not wear any hat, head covering, or garment that displays any logo other than the logo of Operator.

   e. Drivers shall wear a safety vest or reflectorized clothing, meeting Occupational Safety and Health Administration (OSHA) requirements.

   f. Employees shall refrain from any act(s) of misconduct, including, but not limited to, any of the following:

      1) Rude or discourteous behavior.

      2) Lack of service, selective service, or refusal to provide service which employee is or should be capable of performing.

      3) Any act of sexual harassment or sexual impropriety.

      4) Unsafe driving.

      5) Exhibiting any objective symptoms of alcohol and/or drug use.

      6) Appearing at the scene of a BPD or BCED call with the odor of an alcoholic beverage emitting from his or her breath. Drivers shall submit to a preliminary alcohol screening test upon demand of the BPD.

7) Use of radios or other music equipment or telephone ringers at levels that are excessively loud or cause disturbance to neighbors, as determined in the BPD's or BCED's sole and absolute discretion.

8) Animals on premises, except watchdogs. However, watchdogs shall be maintained within Operator's premises by a fence that is adequate to contain the dog within the premises. The BPD or BCED may require Operator to remove the dog from the premises if, in the BPD's or BCED's sole and absolute discretion, the dog barks excessively.

9) In the event of a misdemeanor traffic violation(s) by Driver(s) which is/are known by the BPD, the BPD shall advise Operator of the violation(s) Operator will be granted the opportunity to take necessary steps to ensure that such Driver(s) drive(s) in compliance with law. Any subsequent traffic violation(s) by Operator and/or the involved employee may be cause for appropriate disciplinary action against Operator and/or the involved employee(s).

10) Any traffic violation(s) involving a felony may be cause for immediate disciplinary action against Driver.

g. Any arrest, charge, or conviction of Operator, its employee(s), officer(s), or agent(s) involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a BPD and/or BCED tow call, or moral turpitude shall be cause for suspension of Operator, it's employee(s), officer(s), or agent(s), or immediate termination this Agreement.

h. All surfaces of any Operator storage facility shall be in good repair without broken parts, holes, potholes, or litter and in such a condition that ensures that no damage to vehicles will result. Employees shall prevent contamination of soil with gasoline, oil, grease, or any other contaminating substance as specified by federal, state, and local laws.

i. The BPD or BCED will complete a detailed written inventory of all personal property in any vehicle which is towed and stored or towed and impounded by Operator at their request, and the responding Driver shall complete the appropriate section on the BPD's or BCED's form and shall sign said form. A copy of said signed form shall be given to the responding Driver and shall be retained by Operator.

j. Under no circumstances may a vehicle and/or personal property located in a vehicle be released by Operator to the vehicle owner or his or her designated representative without the express written permission from the BPD and/or the BCE.

2. RATES AND TIME CHARGED FOR BPD/BCED CALLS

a. Rates charged to vehicle owners for calls originating from the City shall not exceed ten percent (10%) of the maximum rate amounts for towing and impounds chargeable to vehicle owners as determined by the California Highway Patrol ("CHP") for the Banning region. The CHP-approved rates are those contained in

Exhibit C to this Agreement. If the CHP authorizes or amends new maximum rates for towing services, then the Parties may, without further City Council authorization, amend or replace Exhibit C to be consistent with the CHP's rate structure. The City shall not unreasonably deny or withhold its approval of any amendment to Exhibit C so long as they are consistent with CHP-approved rates.

b. Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except when an operation involving the process of up righting an overturned vehicle or returning a vehicle to a normal position on the roadway that required the use of auxiliary equipment due to the size or location of the vehicle occurs ("Vehicle Recovery Operations"), thereby requiring a larger class of tow truck. This will normally be limited to operations requiring a Class B, C, or D tow truck(s).

c. The rate of towing shall be computed beginning from the time of departure from the place of business or point of dispatch whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or the completion of the call, if another call is pending, whichever is shorter. Return to place of business includes a reasonable and verifiable amount of time required to place the tow truck back into service when unusual circumstances require additional time that is not part of normal operating procedures. (Examples: (i) 4x4 recovery in the mud; reasonable to charge for cleaning mud from truck and equipment; (ii) burned car on car carrier: reasonable to charge for cleaning burn debris from carrier bed; (iii) car towed from side of road on misty night and leaves mud track on bed of carrier: not reasonable to charge for cleaning of carrier bed.) ("Portal to Portal").) Time expended shall be charged at a rate not to exceed the authorized hourly rate. Time expended in excess of the minimums shall also be at the hourly rate in no more than one (1) minute increments. There shall be no additional charges, including, without limitation, mileage or labor charges.

1) Operator may charge the registered vehicle owner up to a thirty (30) minute minimum per call for any service or tow which is performed when the vehicle operator or agent is present and the vehicle is not stored at the direction of a BPD officer or BCED officer ("Base Service").

2) Operator may charge the registered vehicle owner up to a one-(1)-hour minimum per call on public safety response calls, which means a response that results in the storage of a vehicle at the direction of a BPD officer or a BCED officer and does not include storage at the request of the vehicle operator, registered owner, or agent.

3) Operator shall base towing charges upon the class of vehicle being towed regardless of the class of truck used, except when vehicle recovery operations require a larger class truck.

3. RESPONSE TIME

a. Responsive Service. Drivers shall respond to the BPD and BCED calls twenty-four (24) hours per day, seven (7) days per week, within the maximum response time established by this Agreement. "Response time" shall mean the period of time from Operator's notification by the BPD or BCED dispatch of a call to the arrival of the

tow truck at the location requested. When Operator will be temporarily unavailable to provide services due to a preplanned or scheduled activity (e.g., vacations, maintenance, medical leave), Operator's representative shall notify the BPD and BCED at least twenty-four (24) hours prior to the date that services will be unavailable, noting the times and dates of the unavailability. Operator shall respond with a tow truck of the class required to tow the vehicle specified by the BPD and/or BCED. If, after accepting the call, Operator is unable to respond or will be delayed in responding, Operator shall immediately notify the BPD and/or BCED dispatch. In such case, the BPD and/or BCED shall have the right to use an alternative tow operator holding a towing franchise to provide the services for such call. Operator shall not assign any calls to other tow operators.

1) Response Times: Employees shall respond to BPD and BCED calls for critical tow circumstances (e.g., traffic collisions, impounds, hazards, road blockages) within twenty (20) minutes.

   a) *Response Time*. Operator's response to calls from the BPD and BCED for towing service shall not exceed twenty (20) minutes from the time Operator received the request from the BPD or BCED to the time the tow vehicle arrives at the location from which the tow is to be made.

   b) *Three Axle Tow Truck*. The maximum response time notwithstanding, when a three axle tow truck is required and Operator subcontracts for use of three (3) axle tow truck, Operator's shall not exceed thirty (30) minutes.

   c) If Operator has not arrived on the scene within the twenty-minute maximum time, the BPD or BCED may request a tow vehicle from another tow operator specified on the rotation list, and Operator may not take the tow. A failure to respond and perform required towing or service and/or repeated failure(s) to meet the maximum response time requirements shall constitute failure to comply with the terms and conditions of this Agreement. The Contract Administrator may, in his or her sole and absolute discretion, take immediate disciplinary action for and flagrant violation of the requirement to respond within the maximum response time.

   d) Upon receiving requests for tow service by the BPD or BCED, Operator shall record the time such requests are made and the time at which a tow vehicle is dispatched and maintain such record for at least six (6) months.

b. In responding to a BPD or BCED call, the Driver shall perform the towing or service required for which Operator was called. This requirement may be waived by the BPD or BCED Officer-in-Charge, if the requested equipment is inadequate for the service to be performed; provided, however, if Operator supplies the wrong equipment, the BPD and/or BCED shall have the automatic and immediate right to use an alternative tow operator holding a towing franchise with the City to provide the services for such call.

c. Drivers shall not respond to a BPD or BCED call assigned to another tow truck operator unless requested to do so by the BPD or BCED. If a tow truck operator assigned to the initial BPD or BCED call requires the assistance of an additional operator at the scene, the tow truck operator assigned to the initial call may, subject to the prior approval of the BPD or BCED Officer-in-Charge, request the assistance of Operator. If Operator, who was not called to a scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and a BPD or BCED Officer-in-Charge requests its assistance in clearing the roadway, Operator may be requested to move the vehicle to a safe location, as directed by the officer, and leave the vehicle.

d. Only the actual number and type of tow truck personnel and equipment requested by the BPD or BCED from Operator shall respond to a BPD or BCED call. Additional tow truck personnel and equipment shall be pre-approved by the BPD or BCED Officer-in-Charge. This shall not preclude the Driver from responding to an incident to ascertain if additional assistance or equipment is required. There shall be no additional charge by Operator for any personnel or equipment that is not necessary to perform the required service.

4. GENERAL EQUIPMENT SPECIFICATIONS AND USE EQUIPMENT

a. Tow Truck and Car Carrier Classifications: Tow truck and car carrier classifications are based on the truck chassis GVWR, and the classification system used by the American Trucking Association (ATA) and truck manufacturers.

| ATA and Manufacturers Classification | CHP Classification |
|---|---|
| Class 3 - 10,000-14,000 lbs. GVWR | (Class A Tow Trucks) |
| Class 4 - 14,001-16,000 lbs. GVWR | (Class A Tow Trucks) |
| Class 5 - 16,001-19,500 lbs. GVWR | (Class A Tow Trucks) |
| Class 6 - 19,501-26,000 lbs. GVWR | (Class B Tow Trucks) |
| Class 7 - 26,001-33,000 lbs. GVWR | (Class B Tow Trucks) |
| Class 8 - 33,001-or more GVWR | (Class B Tow Trucks) |

b. Equipment Limitations. All towing equipment, recovery equipment, and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity may be limited by the capacity of the chassis and the optional equipment selected.

c. Towing Limitations.

1) The total weight of the truck, including the lifted load, shall fall within the GVWR and not exceed either the front axle weight ratings (FAWR) or rear axle weight ratings (RAWR).

2) The truck must meet all applicable state and/or federal standards.

3) The front axle load must be at least fifty percent (50%) of its normal or unladen weight after the load is lifted.

d. Identification Labels. Each piece of towing equipment shall have a label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.

e. Recovery Equipment Rating. The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30-degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).

1) The structural design of the recovery equipment must have a higher load capacity than the performance rating(s).

2) Winches shall conform to or exceed the specifications set forth by the Society of Automotive Engineers (SAE) Handbook, SAE 1706.

3) All ratings for cable and chain assemblies are for the undamaged assembly condition. All cable and chain assemblies should be the same type, construction, and rating as specified by the original equipment manufacturer (OEM) for the equipment.

f. Safety Chains. Safety chains shall be rated at no less than the rating specified by the OEM.

1) Two safety chains shall be used for vehicles being towed. The safety chains shall be securely affixed to the truck bed frame or wrecker boom, independent of the towing sling, bar or hitch, wheel lift, or under-lift towing equipment. The towed vehicle shall be secured to the towing equipment independent of the safety chains by either two chains or two straps.

2) Vehicles being transported on slide back earners shall be secured by four tie-down chains or straps independent of the winch or loading cable.

3) All safety connections and attachments shall have a positive means of sufficient strength, to ensure that the safety connection or attachment cannot become disengaged while m transit.

g. Control/Safety Labels. All controls shall be clearly marked to indicate proper operations, as well as any special warnings or cautions

h. Signs. All tow trucks shall display signs on both sides containing Operator's company name, business address, and telephone number. The signs shall be permanently affixed and in compliance with the requirements of Section 27907 of the California Vehicle Code.

i. Wire Rope (Cable). Wire rope shall be maintained in good condition. Only wire rope with swaged ends, wedge locks, or braided ends, with metal sleeves in the loops, shall be approved for use as approved by the CHP. Wire rope is not in good condition when it is stranded, knotted, crushed, excessively rusty, kinked, badly worn, when there are twelve (12) or more wires broken in lay length, or where there is other visible evidence of loss of strength.

5. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

a. Class A Tow Truck Minimum Equipment Specifications:

1) 10,000 pound GVWR chassis.

2) 4-ton recovery equipment rating.

3) Hydraulic or mechanical winch(es).

4) 100 ft. 3/8" x 19 cable or original equipment manufacturers (OEM) specifications.

5) Tow chains, 5/16" alloy or OEM specifications, J/T hook assembly.

6) Safety chains, 5/16" alloy or OEM specifications.

7) Tow sling rating 3,000 pounds, when equipped.

8) Wheel lift safety straps or equivalent mechanical device.

9) All required wheel safety straps, or equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.

10) Tow dolly.

11) One 3-ton snatch block.

12) Wheel lift rating - retracted 3,000 pounds.

b. Class A Car Carrier - One Car Minimum Equipment Specifications

1) 10,000 pound GVWR chassis.

2) Hydraulic or mechanical winch.

3) 50 ft. 3/8" 6 x 19 cable or OEM specifications.

4) J/T hook loading bridle/chains.

5) Safety chains, 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported.

6) All required tie-down straps and safety chains shall be used as required during towing operations.

c. Class A Car Carrier - Two Cars Minimum Equipment Specifications

1) 16,001 pound GVWR chassis.

2) Hydraulic or mechanical winch.

3) 50 ft. 3/8" 6 x 19 cable or OEM specifications.

4) J/T hook loading bridle/chains.

5) Safety chains 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported and two safety chains for the vehicle being towed.

6) All required tie-down straps and safety chains shall be used during towing operations.

d. Class B Tow Truck Minimum Equipment Specifications

1) 19,501 pound GVWR chassis.

2) Air brakes or hydraulic w/air hookup package.

3) 14-ton recovery equipment rating.

4) Hydraulic or mechanical winch(es).

5) 150 ft. 7/16” 6 x 10 cable or OEM specifications.

6) Tow chains, 1/2” alloy or OEM specifications.

7) Safety chains, 1/2” alloy or OEM specifications.

8) Tow sling rating 7,000 pounds.

9) Two 8-ton snatch blocks.

10) Wheel lift safety straps or equivalent mechanical device.

11) All required wheel safety straps, or equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.

12) Wheel lift or under lift rating - retracted, 10,000 pounds.

e. Class B Car Carrier Minimum Equipment Specifications

1) 19,501 pound GVWR chassis

2) Hydraulic or mechanical winch.

3) 50 ft. 3/8” 6 19 cable or OEM specifications.

4) J/T hook loading bridle/chains.

5) Safety chains, 5/16” alloy or OEM specifications; four safety chains for each vehicle being transported and two safety chains for the vehicle being towed.

6) All required tie-down straps and safety champs shall be used during towing operations.

f. Class C Tow Truck Minimum Equipment Specifications

1) 33,000 pound GVWR chassis.

2) Air brakes w/air hookup package and single control compressor.

3) 25-ton recovery equipment rating.

4) Hydraulic or mechanical winch(es).

5) 200 ft. 5/8” 6 x 19 cable or OEM specifications.

6) Tow chains, 5/8” alloy or OEM specifications.

7) Safety chains, 5/8” alloy or OEM specifications

8) Tow sling rating 12,000 pounds.

9) Two 12-ton snatch blocks.

10) Under lift rating - retracted, 25,000 pounds.

g. Class D Tow Truck Minimum Equipment Specifications

1) 50,000 pound GVWR chassis.
2) Air brakes w/air hookup package.
3) 30-ton recovery equipment rating.
4) Hydraulic or mechanical winch(es).
5) 250 ft. 3/4” 6 x 19 cable or OEM specifications.
6) Tow chains, 5/8” alloy or OEM specifications.
7) Safety chains, 5/8” alloy or OEM specifications.
8) Tow sling rating 20,000 pounds.
9) Two 12-ton snatch blocks.
10) Under lift rating - retracted, 32,000 pounds.

6. AUXILIARY EQUIPMENT

a. Required Equipment All Classes

1) Extension - Brake and tail lamps.
2) Fire Extinguisher (Approved 4-B, C rating or better).
3) Flashlight.
4) Broom.
5) Shovel.
6) Wrecking bar (large pry bar).
7) Reflective triangles.
8) Equivalent of six 30-minute flares.
9) Covered trans can(s) with absorbent
10) Shop rags and/or paper towels.
11) Shop to truck communications (C/B and cellular phones excluded).

b. Service and Other Equipment - (For service calls, each tow truck shall be equipped with the following service equipment):

1) Adequate emergency supply of fuel in an approved container.
2) Booster battery or hot box starting system.
3) Hydraulic jack capable of handling passenger cars and light trucks.
4) Metric and standard lug wrenches.
5) Rubber mallet/hub cap tool.
6) Lockout tools.
7) Motorcycle straps (Class A only).
8) Sledge hammer.

9) Tool kit may include:

a) Assorted open end wrenches; standard 1/4" - 7/8" and Metric, 6- 19 mm.

b) Assorted screwdrivers; Straight blade, Phillips and Tone

c) Crescent wrench.

d) Ball peen hammer.

e) Pliers.

f) Battery and terminal cleaning tools.

g) Mechanic's wire.

h) Plastic electrical tape/duct tape.

i) Tire valve core tool.

j) Miscellaneous fuses.

k) Small pry bar.

l) Socket Sets; 1/4" - 1" and 6-19 mm.

m) Ratchet and extensions.

c. Class A Required Equipment

1) One 3-ton rated snatch block.

2) Towing sling - J/T hook tow chain assembly, a 4" x 4" x 48" and a 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.

3) Wheel lift - Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.

4) Car carrier - J/T Hook loading bridle, a 4" x 4" x 48" and 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, and two pairs of safety chains.

d. Class B Required Equipment

1) Towing sling - J/T hook tow chain assembly, a 4" x 4" x 48" and a 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.

2) Wheel lift - Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.

3) Truck hitch - Tow chain assembly, 4" x 4" x 60" and 6" x 6" x 60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.

4) Under lift - Assortment of lift forks/adapters, safety tie-down chains, and safety chains.

5) Two 8-ton rated snatch blocks.

6) Air hoses and necessary fittings to provide air to the towed vehicle.

e. Classes C and D Required Equipment

1) Towing sling - Tow chain assembly, 4” x 4” x 60” and 6” x 6” x 60” wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, and safety chains.

2) Truck hitch - Tow chain assembly, 4” x 4” x 60” and 6” x 6” x 60” wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.

3) Under reach - Assortment of lift forks/adapters, safety tie-down chain(s), and safety chains.

4) Steering wheel clamp.

5) Two 12-ton rated snatch blocks.

6) Air hoses and necessary fittings to provide air to the towed vehicle.

**TOWING & STORAGE SERVICES AGREEMENT (C01046)**
**BETWEEN THE CITY OF BANNING AND STATEWIDE ROAD SOLUTIONS LLC**

THIS TOWING & STORAGE SERVICES AGREEMENT ("Agreement") is made and entered into this day: _____ ("Effective Date"), by and between the **CITY OF BANNING,** a municipal corporation ("City") and STATEWIDE ROAD SOLUTIONS, LLC, a Delaware corporation ("Operator"). The City and Operator are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

## RECITALS

A. The City and Operator wish to enter into this Agreement for Operator to provide non-exclusive towing and storage of vehicles as requested by the City of Banning Police Department ("BPD") and the City of Banning Code Enforcement Department ("BCED") on a rotational basis. As used herein, the BPD and BCED are subsumed under the title of "City."

B. The City has the authority under California Vehicle Code Section 21100 and federal law to regulate tow franchises with a principal place of business or employment in the City, and to charge a reasonable fee to reimburse the City for the actual and reasonable costs incurred in connection with such towing programs.

C. The Parties desire to renew Operator's non-exclusive towing program privileges to be included on the City's rotational towing list to provide towing services for BPD and BCED.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, promises, and undertakings hereafter contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## AGREEMENT

### 1. TERM.

A. The initial term of this Agreement shall be for a total period of two (2) years commencing on the Effective Date and ending on June 30, 2026 with an option to extend for three (3) one-year renewals unless sooner terminated or extended in accordance with the terms of this Agreement.

B. Upon the expiration of the initial term, the City, in its sole and absolute discretion, may extend the terms of this Agreement no more than two (2) times for one (1) year each time. At the expiration of the term of this Agreement or an extended term, the City shall initiate an open bidding process by advertising a request for proposals for the award of new, non-exclusive towing service provider(s). The bidding process shall be performed pursuant to the City's standard bidding procedures, with the City only awarding so many towing and storage services contracts for so long as needed by the City at the time. The City's towing needs shall be determined by the City in its sole discretion. Nothing herein shall limit Operator from the bidding process, excepting that Operator's default of, or poor performance under, this Agreement may be a basis for the City to not award a further agreement to Operator.

## 2. ROTATION TOW SERVICES.

A. The City and Operator agree that Operator shall be added to the tow service rotation and may be called upon by the BPD and BCED to provide tow services pursuant to terms of this Agreement.

B. A call to Operator shall constitute one turn on the list and Operator shall be moved to the bottom of the list. Each call for service will be considered one turn on the rotation, regardless of the number of vehicles towed from the scene. If Operator fails to respond to a telephone call for service from the BPD or BCED for any reason, the BPD or BCED shall have the immediate and automatic right to contact an alternative tow truck operator holding a towing and storage services agreement with the City. A telephone call to Operator is deemed to occur where: (i) a City employee telephones Operator at the phone number **951-849-9555,** and (ii) Operator responds to the call, or (iii) Operator fails to answer the phone, is unable to respond, is unable to perform the required towing service, refuses to respond or provide services, or is canceled due to excessive response time.

C. If it is determined that Operator is not needed and the request for service is canceled by the BPD or BCED in their sole and absolute discretion, up to and including arrival at the scene, Operator shall not be entitled to charge for the request, as follows:

1) If Operator is canceled by the vehicle's owner or agent prior to Operator taking possession of the vehicle as "possession" is defined in Section 3068.1 of the California Civil Code (when the vehicle is removed and is in transit, or when Vehicle Recovery Operations or load salvage operations have begun), Operator shall not charge for towing. Operator shall immediately contact the BPD or BCED and advise it of the cancellation. Operator shall then be placed back at the top of the list.

D. If any additional service (e.g., a private person tow), other than towing and recovery, commences and is canceled by the vehicle's owner or agent, Operator may charge one-half of the regular hourly service charge for the time expended on the call. For purposes of "cancellation," service begins when physically securing the vehicle has begun, not the response. No lien shall arise for the service unless Operator has presented a written statement to the vehicle's owner or agent for the signed authorization of services to be performed.

E. The Parties agree that the terms used in this Agreement are used as defined in Exhibit A unless otherwise defined.

F. Nothing in this Agreement shall prohibit the City of Banning Chief of Police ("Chief of Police"), or his or her designee, (collectively, the "Contract Administrator") from requesting a specific tow company when, in his or her opinion, the necessary resources to clear a hazard as expeditiously as possible are not available from the tow company currently at the top of the rotation tow list. In such an instance, the tow company selected would be the next tow company on the list that has the qualifications (equipment, skills, timeliness, etc.) to provide the required service. After the request, the selected company would then go to the bottom of the rotation tow. Tow companies on the same list that were bypassed would remain in the same order until their selection for a rotation tow for which they are qualified.

G. Nothing shall prohibit a Class B, C, or D tow company from maintaining a place on a lighter class rotation tow list, provided the tow truck meets the equipment specifications for that class of operation.

H. Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except where Vehicle Recovery Operations require a larger class of tow truck.

I. Operator warrants and represents that it is a Class A, B, and C operator, as defined in Exhibit B of this Agreement, and that its tow trucks meet the equipment specifications for that class of operation as set forth in Exhibit B.

J. It shall be Operator's responsibility to tow and store vehicles as requested by the BPD or BCED, including, but not limited to:

1) Vehicles impounded for evidence or taken into custody by the BPD or BCED;

2) Vehicles involved in accidents or disabled for other causes (when alternative towing is either not appropriate or not requested by the owner or operator of the vehicle);

3) Abandoned vehicles, including those towed in connection with the City's abandoned vehicle abatement program; and

4) Vehicles that are within the jurisdiction of the BPD or BCED, including City-owned vehicles up to one hundred (100) miles round-trip beginning at the departure location of the tow truck.

K. Operator shall further be responsible for the removal of debris resulting from accidents and the necessary work preliminary to towing, such as removal of vehicles from ditches, righting the vehicles, separating entangled vehicles, disconnecting drive shafts, and other such work as shall be required in connection with the towing operations. Operator shall not leave any tow site without cleaning the location sufficient to restore normal traffic patterns, except upon the written approval of the BPD or BCED member present at the incident site ("BPD or BCED Officer-in-Charge").

L. Operator shall perform all necessary work preliminary to towing vehicles, such as removing vehicles from ditches, righting vehicles, separating entangled vehicles, disconnecting drive shafts, and other such work as shall be required to enable the towing of the vehicles.

M. This Section does not cover tows at the request of the public in either emergency or non-emergency situations.

N. Operator shall not attempt to take possession of any vehicle in order to establish a lien for any non-towing services performed, or begun and subsequently canceled, when not entitled to such lien as provided by California Civil Code Section 3068.1.

O. The Contract Administrator may establish a policy that allows Operator to dispatch more than one tow truck to a multi-vehicle collision scene in response to a tow call.

P. The BPD or BCED Officer-in-Charge may direct an Operator to move vehicles to help clear a roadway or for lifesaving operations. Operator shall provide the assistance as directed, at a maximum charge, as set forth in Exhibit C.

Q. Operator shall maintain a business office and storage facility located within the established boundaries of the City and must be licensed in accordance with the Banning Municipal Code, Chapter 5.04, entitled "Licenses Generally," as may be amended from time to time, and must comply with all other federal, state and local laws, ordinances and regulations.

R. Operator warrants and represents that it has a minimum of five (5) years verifiable for-hire towing experience, or equivalent experience in providing emergency service in a dispatched twenty-four (24) hours a day, seven (7) days a week, emergency response service, as an owner or principal. Upon request by the City, Operator shall provide the City with written verification and evidence certifying ownership of a company performing for-hire towing experience.

S. Operator shall retain an adequate number of trained and properly licensed personnel assigned to successfully perform the Operator's duties and responsibilities under this Agreement. Nothing in this Agreement shall preclude Operator from conducting a lien sale pursuant to California Vehicle Code Section 22851.1.

## 3. TOW TRUCK CLASSIFICATIONS.

A. There will be four classes of tow trucks covered under this Agreement. Operator shall maintain a minimum of three (3) tow trucks, and shall have at least one of each Class A, Class B, and Class C tow trucks as described below. Operator shall have the right to subcontract with another tow truck operator for use of a Class D tow truck or other truck that meets the requirements set forth below in performing the services herein. In no case shall any tow truck be rated less than one-ton capacity. The equipment specifications for each Class of tow truck are listed in Exhibit B.

B. Operator shall equip, repair and maintain all tow trucks covered in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations, including, without limitation, Exhibit B, and consistent with industry standards and practices.

C. Notwithstanding California Vehicle Code Section 615, all tow trucks used by Operator shall have recovery capabilities, wheel lift capabilities, and a boom meeting the specifications contained in this Agreement. For the purpose of this Agreement, "a trailer for hire that is being used to transport a vehicle" shall not qualify as a primary tow truck for use. At the discretion of the Contract Administrator, an Operator who has a car carrier may be exempted from the recovery, wheel lift, and boom capability requirements. However, the car carrier must be an additional unit.

D. A violation of the Gross Vehicle Weight Rating ("GVWR") and safe loading requirements of a tow truck shall be deemed a major violation and cause for immediate suspension of this Agreement. This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining fifty percent (50%) of the tow truck's unladen weight on the front axle when lifting/carrying a load.

E. To properly and safely tow and service the wide variety of vehicles being operated on the roads and highways within the City, a towing procedure may require the use of auxiliary equipment specifically designed for a specialized purpose. This auxiliary equipment should be used when appropriate. A listing of service and auxiliary equipment for each classification can be found in Exhibit B.

F. Operator must maintain an operable tow motor for moving vehicles in areas where towed vehicles are stored at Operator's premises.

G. Operator must maintain an inspection lift with a minimum 9,000-pound lift capacity.

**4. TOW TRUCK DRIVERS.**

A. Operator shall ensure that all employees, including tow truck drivers ("Drivers") and/or independent contractors responding to calls initiated by the BPD or BCED, having contact or access with vehicles towed, or having contact or access to administrative records, are qualified and competent employees of Operator. Operator shall ensure that Drivers are trained and proficient in the use of the tow trucks and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles providing services. Drivers shall perform all towing and recovery operations in the safest and most expedient manner possible. Operator shall ensure Drivers responding to a call initiated by the BPD or BCED have one of the following:

1) A minimum of five (5) years or more of tow truck driver experience verified in writing by Operator and the Driver; or

2) The Driver has completed a tow truck driver training program within the last five (5) years verified in writing by Operator and the Driver.

B. Drivers shall be at least eighteen (18) years old and possess the following minimum class driver license.

1) Class A tow truck - A valid Class C license, or a valid Class A license with valid medical certificate.

2) Class B tow truck - A valid Class C license for non-regulated vehicles, or a valid Class A license with valid medical certificate for regulated vehicles pursuant to California Vehicle Code Section 34500.

3) Class C and D tow trucks - A valid Class A license with valid medical certificate.

C. The Class A license must be endorsed to allow operation of special vehicle configurations and/or special cargoes as described in Exhibit B of this Agreement.

D. Operator shall maintain a current list of Drivers.

1) Operator shall provide a current list of its Drivers and employees available for inspection by the BPD and BCED. Operator shall update the list upon any change in Driver status, including the addition of any new Driver(s), the deletion of any Driver(s), and revocation or suspension of a driver's license. Operator shall notify the BPD and BCED upon any such change in Driver status or employee status.

2) Operator shall, at a minimum, maintain the following information for each Driver and employee:

a) Full name.

b) Date of Birth.

c) California driver's license number and expiration date.

d) Copy of valid medical certificate (if required).

e) Job title/description.

f) Current home address.

g) Current home phone number.

h) Type(s) of truck(s) Driver has been trained and instructed to operate.

i) Certificate showing Driver is trained and certified with California Tow Truck Association (CTTA), Towing & Recovery Association of America (TRAA), or Wreckmaster (private).

E. All Drivers shall be enrolled in the Employer Pull Notice Program ("EPN").

1) Upon the addition of new Drivers, Operator will be granted a maximum of thirty (30) calendar days to enroll Drivers in the EPN.

2) Pull Notices shall be kept on file, signed and dated by Operator.

F. Drivers shall wear an identifiable uniform shirt displaying Operator's and Drivers' names while engaged in BPD or BCED rotation tow operations. They will not wear any hat, head covering, or garment that displays any logo other than Operator's logo.

G. Drivers shall wear a safety vest or reflectorized clothing, meeting Occupational Safety and Health Administration requirements.

## 5. DEMEANOR AND CONDUCT.

A. While involved in the Banning rotation tow operations, Operator and/or its employees shall refrain from any act(s) of misconduct, including, but not limited to, any of the following:

1) Rude or discourteous behavior.

2) Lack of service, selective service, or refusal to provide service which Operator is, or should be, capable of performing.

3) Any act of sexual harassment or sexual impropriety.

4) Unsafe driving.

5) Exhibiting any objective symptoms of alcohol and/or drug use.

6) Appearing at the scene of a BPD or BCED call with the odor of an alcoholic beverage emitting from his or her breath. Operator/Driver shall submit to a preliminary alcohol screening test upon demand of the BPD.

7) Use of radios or other music equipment or telephone ringers at levels that are excessively loud or cause disturbance to neighbors, as determined in the BPD's or BCED's sole and absolute discretion.

8) Animals on premises, except watchdogs. However, watchdogs shall be maintained within Operator's premises by a fence that is adequate to contain the dogs within the premises. The BPD or BCED may require Operator to remove the dog(s) from the premises if, in the BPD's or BCED's sole and absolute discretion, a dog barks excessively.

B. All BPD-related and BCED-related tow service complaints received by the BPD or BCED against Operator, its employees, or agents will be accepted and investigated in a fair and impartial manner. As a result of the investigation, the BPD or BCED may suspend this Agreement. In any event, Operator will be notified of the results of any investigation.

C. Operator shall agree to the review of each of Operator's employees and execute the disclosure and acknowledgment attached hereto at Exhibit D. Operator shall retain all employee-executed copies of Exhibit D and provide the same to the City upon request.

D. Operator shall post a notice in a conspicuous place at Operator's place of business of a size that is at least 8 1/2" x 11" informing the public of the right to make complaints regarding service provided by Operator within the City, and shall include the name and location where complaints can be made to the City. Operator shall notify the BPD, in writing, within seventy-two (72) hours of any complaints made to Operator regarding the performance of service in connection with towing or storage, or concerning rates, charges of fees, or any claims, or any legal actions filed, delivered, or served upon, or instituted against, Operator or any of its agents, officers, or employees.

## 6. RATES CHARGEABLE TO VEHICLE OWNERS.

A. Any and all proposed adjustments in fees, rates, and service charges must be approved by the City of Banning City Council.

B. Rates charged to vehicle owners for calls originating from the City shall not exceed ten percent (10%) of the maximum rate amounts for towing and impounds chargeable to vehicle owners as determined by the California Highway Patrol ("CHP") for the Banning region. The CHP-approved rates are those contained in Exhibit C, attached hereto and incorporated herein by reference. If the CHP authorizes or amends new maximum rates for towing services, then the Parties may, without further City Council authorization, amend or replace Exhibit C to be consistent with the CHP's rate structure. The City shall not unreasonably deny or withhold its approval of any amendment to Exhibit C so long as they are consistent with CHP-approved rates.

C. Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except when an operation involving the process of up righting an overturned vehicle or returning a vehicle to a normal position on the roadway that required the use of auxiliary equipment due to the size or location of the vehicle occurs ("Vehicle Recovery Operations"), thereby requiring a larger class of tow truck. This will normally be limited to operations requiring a Class B, C, or D tow truck(s).

D. The rate of towing shall be computed beginning from the time of departure from the place of business or point of dispatch, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or the completion of the call, if another call is pending, whichever is shorter. Return to place of business includes a reasonable and verifiable amount of time required to place the tow truck back into service when unusual circumstances require additional time that is not part of normal operating procedures. (Examples: (i) 4x4 recovery in the mud; reasonable to charge for cleaning mud from truck and equipment; (ii) burned car on car carrier: reasonable to charge for cleaning burn debris from carrier bed; (iii) car towed from side of road on misty night and leaves mud track on bed of carrier: not reasonable to charge for cleaning of carrier bed.) Time expended shall be charged at a rate not to exceed the authorized hourly rate. Time expended in excess of the minimums shall also be at the hourly rate in no more than one (1) minute increments. There shall be no additional charges, including, without limitation, mileage or labor charges.

1) Operator may charge the registered vehicle owner up to a 30-minute minimum per call for any service or tow that is performed when the vehicle operator or agent is present and the vehicle is not stored at the direction of the BPD officer or BCED Officer-in-Charge.

2) Operator may charge the registered vehicle owner up to a one-hour minimum per call on public safety response calls, which means a response that results in the storage of a vehicle at the direction of the BPD or BCED Officer-in-Charge and does not include storage at the request of the vehicle operator, registered owner, or agent.

3) Operator shall base towing charges upon the class of vehicle being towed regardless of the class of truck used, except when Vehicle Recovery Operations require a larger class truck.

## 7. COLLUSION.

A. An Operator and/or proposer shall not conspire, attempt to conspire, or commit any other act of collusion, with any other Operator or proposer for the purpose of secretly, or otherwise, establishing an unfair understanding regarding rates or conditions to this Agreement that would bring about any unfair condition that could be prejudicial to the BPD or BCED, the motoring public, or other tow truck companies.

B. Examples of "collusion" include, but are not limited to conspiracy by Operator to establish artificially high or low rate(s) for services performed pursuant to this Agreement, and the like.

C. A finding by the BPD or BCED that Operator or a proposer have been involved in collusion shall be cause for rejection of the proposal or shall nullify this Agreement. Operator or proposers found to be involved in any act, or attempted act of collusion, shall be disqualified from participation on the BPD or BCED rotation tow list for the term of this Agreement, plus three (3) years, in all jurisdictions policed by the BPD or BCED.

## 8. OPERATOR RESPONSE TO CALLS.

A. Responsive Service. Operator shall respond to the BPD and BCED calls twenty-four (24) hours per day, seven (7) days per week, within the maximum response time established by this Agreement. "Response time" shall mean the period of time from Operator's notification by the BPD or BCED dispatch of a call to the arrival of the tow truck at the location requested. When Operator will be temporarily unavailable to provide services due to a preplanned or scheduled activity (e.g., vacations, maintenance, medical leave), Operator's representative shall notify the BPD and BCED at least twenty-four (24) hours prior to the date that services will be unavailable, noting the times and dates of the unavailability. Operator shall respond with a tow truck of the class required to tow the vehicle specified by the BPD and/or BCED. If, after accepting the call, Operator is unable to respond or will be delayed in responding, Operator shall immediately notify the BPD and/or BCED dispatch. In such case, the BPD and/or BCED shall have the right to use an alternative tow truck operator holding a towing and storage services agreement to provide the services for such call. Operator shall not assign any calls to other tow truck companies.

1) Operator's maximum response time for critical tow circumstances (e.g., traffic collisions, impounds, hazards, road blockages) is twenty (20) minutes.

a) *Response Time.* Operator's response to calls from the BPD and BCED for towing service shall not exceed twenty (20) minutes from the time Operator received the request from the BPD or BCED to the time the tow vehicle arrives at the location from which the tow is to be made.

b) *Three Axle Tow Truck.* The maximum response time notwithstanding, when the tow requires a three axle tow truck and Operator subcontracts for use of three (3) axle tow truck, Operator's response time shall not exceed thirty (30) minutes.

2) If Operator has not arrived on the scene within the 20-minute maximum time, the BPD or BCED may request a tow vehicle from another tow truck operator

specified on the rotation list, and Operator may not take the tow. A failure to respond and perform required towing or service, and/or repeated failure(s) to meet the maximum response time requirements, shall constitute failure to comply with the terms and conditions of this Agreement.

a) The Contract Administrator may, in his or her sole and absolute discretion, take immediate disciplinary action for any flagrant violation of the requirement to respond within the maximum response time.

b) The Contract Administrator may, in his or her sole discretion, excuse any delay or may extend Operator's response time to any call if Operator calls the BPD or BCED within the 20-minute response time to notify them of a delay and states the reason for the delay. After consideration of the specific circumstances, the Contract Administrator shall determine whether the delay and extension is justified. Factors under such consideration include, but are not limited to, unforeseen causes beyond the control and without the fault or negligence of Operator, including, but not limited to, acts of God or the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, material shortages beyond the Parties' control, wars, litigation, and/or acts of any governmental agency.

c) Upon receiving requests for tow service by the BPD or BCED, Operator shall record the time such requests are made and the time at which a tow vehicle is dispatched and maintain such record for at least six (6) months.

d) Failure of Operator to respond within the maximum response time, on five (5) or more occasions within any 365-day period, shall be a material default, constituting grounds for termination of this Agreement.

B. In responding to a BPD or BCED call, Operator shall perform the towing or service required for which Operator was called. This requirement may be waived by the BPD or BCED Officer-in-Charge, if the requested equipment is inadequate for the service to be performed; provided, however, if Operator supplies the wrong equipment, the BPD and/or BCED shall have the automatic and immediate right to use an alternative tow truck operator holding a towing and storage services agreement with the City to provide the services for such call.

C. Operator shall not respond to a BPD or BCED call assigned to another tow truck operator unless requested to do so by the BPD or BCED. If a tow truck operator assigned to the initial BPD or BCED call requires the assistance of an additional operator at the scene, the tow truck operator assigned to the initial call may, subject to the prior approval of the BPD or BCED Officer-in-Charge, request the assistance of Operator. If Operator, who was not called to a scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and a BPD or BCED Officer-in-Charge requests its assistance in clearing the roadway, Operator may be requested to move the vehicle to a safe location, as directed by the officer, and leave the vehicle.

D. Only the actual number and type of tow truck personnel and equipment requested by the BPD or BCED from Operator shall respond to a BPD or BCED call. Additional tow truck personnel and equipment shall be pre-approved by the BPD or BCED Officer-in-Charge. This shall not preclude Operator from responding to an incident to ascertain if additional assistance

or equipment is required. There shall be no additional charge by Operator for any personnel or equipment that is not necessary to perform the required service.

**9. STORAGE OPERATIONS.**

A. Operator's Responsibilities.

1) Operator shall be responsible for the care, custody, and control of all vehicles stored by it, together with all accessories and equipment on each vehicle and all personal property in each vehicle.

2) It shall be Operator's responsibility to protect the stored equipment and property against loss or damage by fire, theft, weather, or other causes. In the event of loss or damage to a stored vehicle, its accessories or equipment, or personal property contained in the vehicle, Operator shall be responsible to the owner for all losses and/or damages. Personal property in vehicles stored by Operator shall not be disposed of to defray any charges for the towing or storing of a vehicle; and, if not called for by the owner within thirty (30) calendar days after date of notice by BPD or BCED of impound or storage, all such property shall be disposed of in accordance with all federal, state, and local laws, including without limitation, California Vehicle Code Section 10652.

3) Operator shall take all reasonable precautions required by the BPD and BCED to avoid damage to any evidence, such as fingerprints or stains. Vehicles taken into custody for evidence shall be stored at a location designated by the BPD. Operator shall take whatever actions and precautions necessary to protect the engines, trunks, and interior areas of all stored or impounded vehicles against the elements by rolling up windows, closing doors, trunk lids, and hoods, and, if necessary, covering the vehicle or parts thereof exposed to the weather with plastic, canvas, or other waterproof covering. Operator shall park all stored or impounded vehicles in such a manner as to prevent any damage while other vehicles are being moved or parked in the vicinity of the vehicles.

4) Whenever possible, vehicles held for a 30-day hold must be placed in a secured, enclosed, inside storage area.

5) The BPD or BCED will complete a detailed written inventory of all personal property in any vehicle that is towed and stored, or towed and impounded, by Operator at their request, and the responding Driver shall complete the appropriate section on the BPD's or BCED's form and shall sign the form. A copy of the signed form shall be given to the responding Driver and shall be retained by Operator.

6) Under no circumstances may a vehicle and/or personal property located in a vehicle be released by Operator to the vehicle owner, or his or her designated representative, without the express written permission from the BPD and/or the BCE.

7) Operator shall obtain written approval from the BPD or BCED prior to the removal of any personal property from a stored or impounded vehicle and shall provide a receipt, with a copy placed in the stored vehicle, for all removed property. The requirement to obtain approval from the BPD or BCED prior to the removal of property may be excused by the

Contract Administrator if he or she determines that proper safeguards and procedures are utilized by Operator.

a) This requirements may not be waived in cases where a vehicle has been impounded for evidence or investigation.

b) With approval from the BPD or BCED, Operator shall release personal property from an impounded vehicle at the request of the vehicle owner, or his or her agent.

(1) Personal property includes: papers, transportable cellular telephones, portable radios and/or portable stereo equipment, clothes, luggage, tools, and all other unaffixed contents.

(2) Items of personal property in a stored vehicle that are not required as evidence shall be released upon request of the vehicle owner or his/her agent.

c) Cargo not held as evidence shall be released upon demand of the carrier or pursuant to a court order.

8) Operator shall not charge a storage fee for the time during which vehicles are stored by the BPD or BCED on City-owned property for the processing of evidence. Upon completion of the processing of evidence, BPD or BCED shall notify the registered vehicle owner that his or her vehicle is ready to be released. If the vehicle owner claims his or her vehicle directly from BPD or BCED within twenty-four (24) hours, Operator shall not be entitled to collect any storage fees from the vehicle owner or the City. If the vehicle owner fails to claim his or her vehicle within twenty-four (24) hours, the City shall contact Operator responsible for initially towing the subject vehicle, and Operator will then be responsible for towing the subject vehicle to Operator's storage facility. Upon storing the vehicle in Operator's storage facility, Operator is entitled to begin charging a storage fee. Notwithstanding the foregoing, Operator is entitled to charge towing fees at the standard towing rate for all vehicles towed in connection with the processing of evidence, as set forth in Exhibit C.

9) Operator shall post and maintain a sign or signs which have been approved by the Contract Administrator in a conspicuous place or places on Operator's premises where the vehicle owner re-claims his/her vehicle and in a location designated by the Contract Administrator that is clearly visible to the public from the street, and which gives notice of:

a) The approved "Rate Schedule" for tow and storage services;

b) The method of payment(s) that are acceptable by Operator, which shall include at a minimum credit cards and U.S. currency;

c) Notice that a written receipt shall be supplied by Operator for the amount of payment received;

d) The telephone number and address of the Contract Administrator; and

e) The address where a vehicle owner may address his or her complaints regarding Operator's tow and/or storage services.

10) For the purpose of this Agreement, "normal business hours" shall not be less than 8 a.m. to 5 p.m., Monday through Friday, and Operator's place of business shall be staffed continuously during these periods, except for the following state-recognized holidays:

a) New Year's Day, Martin Luther King Day, Lincoln Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.

11) Business hours shall be posted in plain view to the public at both the place of business and/or storage facility.

12) Employees shall be properly trained and supervised in conducting business transactions related to towing, storage and release of vehicles/property.

13) Operator shall have a responsible person(s) on-call on a twenty-four (24) hour basis, seven (7) days a week. The designated on-call person(s) shall be available to release vehicles at all times, twenty-four (24) hours per day, seven (7) days per week, including holidays.

B. Storage Facilities.

1) Operator shall maintain sufficient storage spaces, as approved by the Contract Administrator.

2) The storage yard must conform to all local zoning use requirements then in effect and have any required permits to operate at that location.

3) Operator shall maintain adequate security of vehicles and property at the place of storage in accordance with the requirements of this Agreement. All vehicles impounded or taken into custody by the BPD or BCED must be stored by Operator in areas that are enclosed by substantial wire fences or walls that have gates or doors that lock. Such fences or wall enclosures shall be not less than six (6) feet in height and shall have not less than one gate or door of a width and height that is adequate to allow vehicles to be moved freely and without creation of traffic congestion. The bottom edge of the enclosure structure shall not be more than two (2) inches above the parking surface of the enclosed area. A fence or wall enclosure shall be maintained and repaired in good condition throughout the term of this Agreement. Such fences or walls shall be repaired within twenty-four (24) hours of the time of any damage thereto to insure proper protection of the stored vehicles. The storage area must be paved with concrete or asphalt and maintained in good condition. The Contract Administrator may modify security requirements as necessary to coincide with local conditions.

C. Location and Maintenance of Storage Facility.

1) Operator shall maintain and provide a place of business and storage facilities for the vehicles stored within the established boundaries of the City, as may be modified from time to time.

2) Operator's primary storage facility shall be located at the same location as the business address. If Operator stores vehicles at a different location from the primary location, this additional location shall be located within the City's limits and Operator shall furnish to the Contract Administrator the addresses of each and every additional storage facility. Operator shall release vehicles and personal property at the primary storage facility upon request of the owner.

a) In the event any vehicles are stored at a location other than the primary storage facility, there shall be no charge for any additional distance traveled to and from a secondary location.

3) Operator shall furnish the Contract Administrator with the addresses of all storage facilities whenever there is a change. Secondary storage facilities shall be located reasonably close to the main business office.

4) All landscaped and paved areas of Operator's premises shall be maintained in a neat and orderly condition with the landscape in a healthy condition and free of weeds and litter. All storage spaces used by Operator in conjunction with its services hereunder shall be kept free of litter, debris, and other materials, substances, or any automotive parts unless the parts are stored as evidence for the BPD or BCE. Operator shall avoid contamination of soil or surface waters with gasoline, oil, grease, or any other contaminating substance as required by federal, state, county or other local regulations.

D. All surfaces of any Operator storage facility shall be in good repair without broken parts, holes, potholes, or litter, and in such a condition that ensures that no damage to vehicles will result. Any facility used for the storage of vehicles located in the City shall be landscaped as follows: any portion of a lot not paved or occupied by a structure or designed for vehicular parking shall be landscaped with a mixture of ground cover, shrubs, and trees and may include decorative rock, walkways, or other features as approved by the City's Planning Director. All parking lots facing or abutting a public street or a residential district shall be screened by a solid wall or compact evergreen hedge not less than six (6) feet in height or by landscaped planters containing shrubs not less than six (6) feet in height or by a landscaped berm not less than six (6) feet in height or by a landscaped screening approved by the City's Planning Director. Operator shall prevent contamination of soil with gasoline, oil, grease, or any other contaminating substance as specified by federal, state, and local laws.

## 10. ABANDONED VEHICLE ABATEMENT PROGRAM.

A. At the request of the BPD or BCED, but no more than two (2) calendar days a week and eight (8) hours a day, Operator shall provide a Driver and the specified tow truck for the removal of abandoned vehicles, as described in the City of Banning Municipal Code Chapter 10.28. Drivers are subject to a maximum response time set forth in Section 8.A. of this Agreement in their execution of this provision.

B. Operator shall not remove any abandoned vehicles without first being instructed to do so by an authorized representative of the BPD or BCED.

C. Operator shall dispose of vehicles removed by Operator pursuant to this Section 10 pursuant to City of Banning Municipal Code Section 10.28.100.

D. Refusal and/or failure by Operator to provide the services described in this Section 10 shall be grounds for termination of this Agreement.

**11. INSURANCE REQUIREMENTS.**

A. Operator 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's Risk Manager. The following policies of insurance are required:

1) COMMERCIAL GENERAL LIABILITY insurance, which shall be on 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, products and completed operations, and contractual liability (including, without limitation, indemnity obligations), and with limits of liability of not less than $2,000,000 per occurrence for bodily injury and property damage, $2,000,000 per occurrence for personal and advertising injury, $4,000,000 aggregate for products and completed operations, and $4,000,000 general aggregate.

2) GARAGE-KEEPERS LEGAL LIABILITY insurance, which shall include coverage for vehicles in the care, custody, and control of Operator with limits of liability of not less than $500,000 per occurrence for property damage.

3) COMMERCIAL AUTOMOBILE LIABILITY insurance, which shall be on 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), and with limits of not less than $1,000,000 per accident for bodily injury and property damage.

4) ON-HOOK/CARGO insurance, which shall include coverage for vehicles in tow with limits of liability based on the size of the tow truck, which are as follows:

| | | |
|---|---|---|
| a) | Class A tow truck | $50,000 |
| b) | Class B tow truck | $100,000 |
| c) | Class C tow truck | $200,000 |
| d) | Class D tow truck | $250,000 |

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

6) EMPLOYERS' LIABILITY insurance with minimum limits of $1,000,000 each accident, $1,000,000 disease policy limit, and $1,000,000 diseases each employee.

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

C. The above described policies of insurance shall be endorsed to provide an unrestricted thirty (30) calendar days' written notice in favor of the City of policy cancellation, change or reduction of coverage, except for the Workers' Compensation policy, which shall provide a ten (10) calendar days' written notice of such cancellation, change or reduction of coverage. In the event any policies are due to expire during the term of this Agreement, Operator shall provide a new certificate and all applicable endorsements evidencing renewal of such policy prior to the expiration date of the expiring policy(ies) to the Contract Administrator. Upon issuance by the insurer, broker, or agent of a notice of cancellation, change, or reduction in coverage, Operator shall file with the Contract Administrator a new certificate and all applicable endorsements for such policy(ies).

D. The General Liability, Automobile Liability, and Garagekeepers Legal Liability insurance policies shall be written on an occurrence form and shall name the City, its officers, officials, agents, employees, and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Operator's insurance shall be primary and no contribution shall be required of the City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to the City, its officers, officials, agents, employees, and volunteers. Operator shall have furnished the City with the certificate(s) and applicable endorsements for all required insurance prior to the City's execution of this Agreement.

E. The fact that insurance is obtained by Operator shall not be deemed to release or diminish the liability of Operator, including, without limitation, liability under the indemnity provisions. The City 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 Operator. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability, nor limit the liability of, Operator, its principals, officers, agents, employees, persons under the supervision of Operator, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

F. Upon request of the City, Operator shall immediately furnish the City with a complete copy of any insurance policy required, including all endorsements, with the 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.

G. If at any time during the life of this Agreement or any extension, Operator fails to maintain the required insurance in full force and effect, all work under this Agreement shall be discontinued immediately until notice is received by the 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 the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement.

H. Should Operator subcontract all or any portion of the work to be performed, Operator shall require each subcontractor to provide insurance protection in favor of the City, its officer, officials, employees, agents, and authorized volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors certificates and endorsements shall be on file with Operator and the City prior to the commencement of any work by the subcontractor.

**12. INDEMNIFICATION.**

Operator shall indemnify the City, its officers, agents, and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys' fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the performance of the work or services of Operator, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Operator hereunder, or arising from Operator's negligent performance of or failure to perform any term, provision covenant or condition of this Agreement, but excluding such claims or liabilities to the extent caused by the active negligence or willful misconduct of the City.

**13. INSPECTIONS.**

A. Operator must pass not less than one (1) annual inspection of all tow trucks of an Operator by a qualified law enforcement agency. The BPD or BCED may conduct inspections at any time (at no charge to Operator) of all tow trucks used by Operator to determine whether such tow trucks are safe and adequately equipped to perform the service required of such class level tow truck.

B. The BPD or BCED may also conduct inspections at any time (at no charge to Operator) of Operator's business premises to determine whether the premises are secured and maintained. The BPD or BCED may conduct inspections without notice during normal business hours.

C. In the event that an inspection reveals that a tow truck is not suitable for towing operations, the BPD or BCED shall notify Operator in writing that the vehicle is disapproved and cannot be dispatched by Operator. Operator shall not dispatch a disapproved tow truck (to a BPD or BCED call), until written authorization has been obtained from either the BPD or BCED that the vehicle is "approved."

**14. BUSINESS RECORDS AND GROSS RECEIPTS ACCOUNTING.**

A. Operator shall maintain written or computerized records, at its place of business relating to tow, storage, impound, or lien services furnished under this Agreement, including a description of vehicles, nature of service, Driver's name, start time, end time, location of call, and itemized costs of towing and storage.

B. Operator shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, FCC licensing, and non-BPD/BCED tows.

C. The BPD and BCED may inspect all Operator records without notice during normal business hours.

D. Operator shall permit the BPD and BCED to make copies of business records at its place of business, or to remove business records for the purpose of reproduction. The BPD and BCED shall provide a receipt for any original records removed from Operator's place of business.

E. Records shall be maintained and available for inspection for a period of two (2) years plus the current term of this Agreement.

F. Operator shall issue complete and accurate receipts to all customers.

G. Operator must notify the CHP as required by Section 10652 of the California Vehicle Code.

H. Gross Receipts Reports/Accounting. Operator shall keep accurate records of all "gross receipts" earned as a result of the business conducted, excepting therefrom all sales and excise taxes ("Gross Receipts Records"). "Gross receipts" is defined as all revenues received from towing and related services, storage, salvage sales of abandoned or unclaimed vehicles, plus incidental receipts earned by Operator as a result of business conducted under this Agreement. All charges shown on invoices and other records are to be explicit in detail, showing the reason for the amount specified therein.

I. Operator shall also keep accurate records of all lien sales completed as a result of the business conducted, excepting therefrom all sales and excise taxes ("Lien Sales Records"). In conjunction with the quarterly payment of the Towing Program Fee, Operator shall provide to the City, in a form approved by the Finance Director, a copy of its Gross Receipts Records and Lien Sales Records covering the immediately preceding six-month period during the Term. Such Gross Receipts Records must be available at all times during normal business hours and shall be subject to inspection, review, and audit by the Contract Administrator.

J. The Gross Receipts and Lien Sales Records must be supported by source documents such as receipt slips, cash register tapes, invoices or other pertinent information. All charges, fees, and receipts shall be recorded by means of cash registers, which shall be equipped with devices that lock in the totals and other records of transactions or with a counter that cannot be reset, which records transaction numbers and receipt details. Operator shall read and record the totals at the beginning and end of each calendar day.

K. At the request of the BPD or BCED, Operator shall furnish the BPD or BCED a written list of all vehicles that have been towed by Operator within five (5) business days of such request. Such list shall show the date of tow, storage location of each vehicle, dates of storage, vehicle make and model, license number, and vehicle serial number.

L. Audits. Operator must make available to the City, upon three (3) calendar days' written notice, its accounting records and books for inspection and audit. The BPD or BCED, the City, and their designated representative(s) agree to maintain the confidentiality of such accounting records and books, to the extent permitted to do so under federal and state laws, including without limitation the California Public Records Act (Cal. Gov. Code, § 6250 *et seq.*). Operator shall submit quarterly documentation detailing its operations on behalf of the City in both written and electronic formats that are acceptable to the City's Finance Director. Such documentation shall include the following information: the date, time, location, case number (if any), vehicle description (including make, model, and vehicle license number), and a brief description of the circumstances surrounding the tow (e.g., traffic collision, BPD impound, etc.). Operator shall maintain these records for a period of three (3) years. In addition, the City may request, no more than annually, that Operator undergo an audit of its accounting records and books by a professional auditor of the City's choice.

## 15. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT.

A. Except as provided by this Agreement, Operator shall not contract with any other entity not covered by this Agreement without the express, prior written approval of the City. As a condition of such an approval, the City may require any subcontractor to provide the City with Certificates of Insurance naming the City as an additional insured and other documentation of compliance with California Vehicle Code provisions applicable to a towing operation, such as current inspection reports by the CHP.

B. Neither this Agreement, nor any interest, may be transferred, assigned, conveyed, hypothecated, or encumbered either voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior express written approval of the 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 Operator, taking all transfers into account on a cumulative basis.

C. Any cause of violation of this Section, including any bankruptcy proceeding, shall be deemed a major violation and cause for suspension or termination of this Agreement. No City-approved transfer shall release Operator, or any surety of Operator, of any liability hereunder without the express consent of the City. The City's consent to one assignment shall in no way be deemed to be acceptance of any further assignment.

## 16. FINANCIAL INTEREST.

A. Operator shall not be directly involved in the towing-related business of any other tow truck operator or proposer. "Directly involved" shall mean anything in common between Operator or proposers with regard to any of the following: 1) business licenses; 2) insurance; 3) tow truck or equipment ownership; and 4) employees.

B. Facilities shared by tow truck operators shall be physically separated and secured from each other unless the Contract Administrator approves non-conforming facilities.

C. Any violation of this Section shall be deemed a major violation and cause for suspension, if deemed appropriate by the Contract Administrator.

**17. <u>DISCIPLINARY ACTIONS</u>.**

A. The Contract Administrator shall take disciplinary action against Operator for violations investigated and confirmed or sustained. Unless otherwise noted, the Contract Administrator shall determine the period of suspension. The Contract Administrator shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement.

B. Records of violations shall be retained by the BPD for at least thirty-six (36) months.

C. Disciplinary action taken against Operator by the Contract Administrator shall be honored by all BPD and BCED personnel. Likewise, any disciplinary action taken against Operator by a local CHP Commander may be honored by the BPD and BCED when the violation in question is related to a safety violation.

D. A violation of the equipment requirements related to safety shall be deemed a major violation and cause for immediate suspension of this Agreement. The Contract Administrator shall determine the period of the suspension. The suspension will remain in effect until the period of suspension is completed and the BPD has conducted an inspection and found that Operator is in compliance.

E. A violation of the Gross Vehicle Weight Rating (GVWR) and safe loading requirements of a tow truck shall be deemed a major violation and cause for immediate suspension of this Agreement. This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining fifty percent (50%) of the tow truck's unladen weight on the front axle when lifting/carrying a load.

F. A violation of intentionally overcharging, or a pattern of overcharging, shall be deemed a major violation and cause for immediate suspension or termination of this Agreement. If suspension occurs then the Contract Administrator shall determine the period of the suspension. The suspension will remain in effect until the period of suspension is completed and Operator has presented proof to the BPD that reimbursement has been made to the aggrieved customer(s).

G. Neither BPD nor BCED personnel shall be offered gratuities, and requests for gratuities shall not be honored by Operator, or its employees or associates . A violation of this Section shall be cause for suspension or termination of this Agreement.

H. A refusal to respond or to perform the required towing or service shall be cause for suspension of this Agreement.

I. Any failure to respond or repeated failures to respond within the maximum response time allowed shall be cause for suspension of this Agreement.

J. Responding to a BPD or BCED call assigned to another tow truck operator shall be cause for suspension of this Agreement.

K. Any unsatisfactory rating based on a violation of the Biennial Inspection of Terminals (BIT) Program requirements shall be deemed a major violation and cause for an immediate suspension of this Agreement. The Contract Administrator shall determine the period of the suspension. The suspension will remain in effect until the period of suspension is completed and Operator has presented proof of compliance with the BIT requirements.

L. Failure of Operator to satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss that occurred while the vehicle was in Operator's custody will result in suspension of this Agreement. The suspension will remain in effect until the period of suspension is completed and Operator has presented proof of the reimbursement.

M. Failure of Operator to comply with the inspection requirements of this Agreement will result in immediate suspension of this Agreement. The Contract Administrator shall determine the period of the suspension. The suspension will remain in effect until the period of suspension is completed and Operator has complied with the inspection requirement.

N. Sending a Driver for whom a form in substantial conformance with Exhibit D has not been submitted on a BPD or BCED call shall be cause for immediate suspension of this Agreement (this would also include those drivers dispatched by Operator's business). The suspension will remain in effect until the period of suspension is completed and Operator has submitted the Driver information, current EPN report, and documentation of the tow truck driver's experience or completed training program to the Contract Administrator.

O. Failure of Operator to maintain the minimum insurance requirements set forth in this Agreement will immediately nullify this Agreement and is deemed a major violation of this Agreement.

P. Operator will be subject to an additional suspension of this Agreement for failure to notify the Contract Administrator in advance of the insurance policy expiration or cancellation.

Q. Minor traffic violations may be deemed a minor violation of this Agreement.

R. A Driver, not under the immediate observation of Operator, while driving a tow truck, who is arrested and subsequently convicted for misdemeanor driving under the influence of alcohol and/or drugs, will be subject to immediate suspension from participating as a Driver under the provisions of this Agreement. The length of suspension will be at the Contract Administrator's discretion.

S. If Operator is serving a suspension for one (1) year or more, he or she shall be required to comply with all terms and conditions of this Agreement at the time of the

reinstatement. No equipment shall be approved that is not in compliance with the equipment specifications contained in this Agreement at the time of reinstatement. Sections of this Agreement that are commonly referred to as "grandfather clauses" shall no longer apply to any Operator who is suspended for one (1) year or more.

T. Major Violations. Violations of the terms and conditions of this Agreement that are subject to suspension for the first violation are categorized as major violations. Any subsequent or continuing major violation may be cause for termination of this Agreement.

1) Termination shall be invoked if, in the Contract Administrator's judgment, continued participation in the rotation tow program by the affected Operator may result in a hazard to public safety and/or welfare.

2) If deemed appropriate, in lieu of termination, the Contract Administrator may impose additional suspensions for longer periods.

U. Minor Violations. Except as specifically stated in this Agreement, minor violations of the terms and conditions of this Agreement may be cause for disciplinary action in the following manner:

1) 1st violation in twelve (12) months – Letter of written reprimand and mandatory meeting between the tow service owner and the Contract Administrator to discuss remediation and future avoidance of the violation.

2) 2nd violation in twelve (12) months – 1 to 30-day suspension of this Agreement.

3) 3rd violation in twelve (12) months – 60 to 90-day suspension of this Agreement.

4) 4th violation in twelve (12) months – Termination of this Agreement, or if deemed appropriate, in lieu of a termination, the Contract Administrator may impose additional suspensions for longer periods. If the suspension of Operator would take them through the expiration of the term of this Agreement, Operator may apply to be on the following year's rotation tow list, but Operator will not be reinstated until the full suspension is completed. If this Agreement is terminated, then Operator will be unable to apply for the BPD or BCED rotation tow list for the following three tow service agreements.

V. Nothing herein shall be deemed to prohibit the Contract Administrator from immediately suspending any Operator whose conduct, or that of his or her employee(s), in the discretion of the Contract Administrator, is deemed to be a danger to the motoring public or who has engaged in conduct constituting a flagrant violation of this Agreement.

**18. COMPLIANCE WITH LAWS.**

A. Operator and its employees shall, at all times, comply with all federal, state, and local laws and ordinances, which include, but are not limited to, California Vehicle Code Sections 22650. 22651.1, 22658(k)-(l), 226558.1, and 22850 and the provisions enumerated in

Exhibit A, and those laws which are applicable to Operator as promulgated by the California Department of Transportation, the CHP, and industry practices endorsed by the CTTA. To the extent the California Vehicle Code provisions in Exhibit A may be amended from time to time, such amendments shall supersede the applicable provisions in Exhibit A.

1) In the event of a misdemeanor traffic violation(s) by Driver(s) that come(s) to the attention of the BPD, the BPD shall advise Operator of the violation(s). Operator will be granted the opportunity to take necessary steps to ensure that such Driver(s) drive(s) in compliance with law. Any subsequent traffic violation(s) by Operator and/or the involved employee may be cause for appropriate disciplinary action against Operator and/or the involved Driver(s).

2) Any traffic violation(s) involving a felony may be cause for immediate disciplinary action against Operator and/or the involved Driver.

B. The provisions contained herein do not preclude the BPD and/or BCED from taking appropriate enforcement or administrative action for any violations of law.

1) Any arrest, charge, or conviction of Operator, its employee(s), officer(s), or agent(s) involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a BPD and/or BCED tow call, or moral turpitude shall be cause for suspension of Operator, it's employee(s), officer(s), or agent(s), or immediate termination this Agreement.

## 19. LICENSES, PERMITS, FEES & ASSESSMENTS.

Operator shall have and maintain a valid City of Banning business license during the term of this Agreement. Operator 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. Operator 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 performance of the services requested by this Agreement.

## 20. ADVERTISING.

Operator shall not display any sign or engage in any advertisement indicating an official or unofficial connection with the BPD, the BCED, or the Department of Motor Vehicles. Examples include, without limitation, "Official BPD Tow," or "Approved by BPD." The provisions under this Section shall not preclude the Contract Administrator from implementing a system to mark and identify particular tow trucks as having passed the BPD or BCED inspection.

## 21. CANCELLATION, TERMINATION AND EXEMPTIONS.

A. This Agreement may be cancelled by the Contract Administrator or Operator, for any reason or no reason, with or without cause, by giving thirty (30) calendar days' written notice to the other Party.

B. For good cause shown, the Contract Administrator may temporarily relieve a qualified Operator of compliance with a required provision of this Agreement. Any such exemption must be requested in writing, stating valid reasons for the need and justification for a temporary exemption from a requirement of this Agreement. No exemption shall be deemed to have been granted unless it is expressly received by the requesting Operator in writing from the BPD.

1) No exemption shall be granted for a period greater than six (6) months from the date of its approval. Any noncompliance with a material provision of this Agreement after the expiration of a granted exemption shall result in the immediate termination of this Agreement.

2) No exemption shall be considered or granted concerning any legal or safety requirements.

C. If it is determined that Operator had knowledge of criminal activity occurring on the property of Operator, or Operator is arrested for a crime which is a felony, then the City may be immediately terminate this Agreement.

D. If Operator refused to comply with any of the terms of this Agreement, then the City may be immediately terminate this Agreement.

**22. COMPENSATION.**

Operator agrees to perform the services herein and to receive, as full payment therefore, those fees described in Exhibit C.

**23. FEES PAYABLE TO CITY.**

A. California Vehicle Code Section 12110(b) provides that a public entity may require payment of a fee in connection with the award of a franchise for towing vehicles on behalf of that public entity; provided, that the fee does not exceed the amount necessary to reimburse the public entity for its actual and reasonable costs incurred in connection with the towing program. Operator agrees to pay to the City that amount of fees in accordance with California Vehicle Code Section 12110, which provides that "a fee in connection with the award of a franchise for towing vehicles on behalf of that public entity . . . may not exceed the amount necessary to reimburse the public entity for its actual and reasonable costs incurred in connection with the towing program."

B. The fees that Operator shall pay to the City shall be paid as follows: For each vehicle tow processed by Operator as a result of a call for service from the BPD and/or BCED, Operator shall pay $138.00 to the City ("Towing Program Fee"). This means that those tow services identified in Sections A and B of Exhibit C shall require Operator to pay the City $138.00 per tow. Tows performed at the direction of the City, which do not result in the vehicle being stored or impounded, (i.e. City vehicles and evidence tows), will be deducted from the total on a one for one basis, as structured in Exhibit C. For example, if Operator processes six (6) tows as a result of a call for service from the BPD and/or BCED, but one (1) of the tows was a BPD vehicle tow that did not result in the vehicle being stored or impounded, and another tow was an evidence

tow that did not result in the vehicle being stored or impounded, then Operator shall pay to the City $552 for four (4) tows at $138 per tow.

C. These fees payable to the City shall be calculated by the City on a quarterly basis and paid by Operator as follows:

1) Each quarterly period shall run every three (3) months as follows: January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.

2) Within fifteen (15) calendar days following the end of a quarterly period, the City shall determine the amount due from Operator for all tows performed for the City that prior quarter and give written notice of the amount due from Operator.

3) Operator shall remit payment to the City of the fees due pursuant to this Section 23 within seven (7) business days of receiving notice from the City of the amount due. Payment shall be made to the City in the form of check, money order, or wire transfer payable to the "City of Banning" and directed to the attention of "Finance Department." The obligation to pay is not contingent on any payments due or paid to Operator for the actual tow and/or storage of any vehicle.

D. It is hereby acknowledged and agreed by Operator and the City that the $138.00 per-tow sum represents a reasonable estimate of the amount necessary to reimburse the public entity for its actual and reasonable costs incurred in connection with the towing program.

**24. 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 attorneys' fees, whether or not the matter proceeds to judgment.

**25. CORPORATE AUTHORITY.**

A. The persons executing this Agreement on behalf of the Parties hereto warrant that:

1) Such Party is duly organized and existing;

2) Such Party is authorized to execute and deliver this Agreement on behalf of the Party;

3) Entering into this Agreement is not contrary to the contentions of any Party in any litigation involving the Parties hereto;

4) By so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and

5) The entering into this Agreement does not violate any provision of any other agreement to which such Party is bound.

B. Operator, and the agents and employees of Operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City, the BPD, or the BCED.

**26. NOTICE.**

Any notice, demand, request, consent, approval, or communication 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 to the address set forth immediately below as to the City, and the address following the signatures below as to Operator. 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 upon seventy-two (72) hours from the time of mailing, if mailed as provided in this Section.

To City: City of Banning
99 E Ramsey Street
Banning, CA 92220

Copy to: Richards, Watson, & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, CA 90071
Attn: Serita R. Young

Operator: Statewide Road Solutions LLC
190 N. Main Street
Riverside, CA 92501
Attn: James Kirk
Email: James.kirk@firstlineroad.com

**27. 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.

**28. INTEGRATION; AMENDMENT.**

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. The Parties agree that, by entering into this Agreement, any and all prior rights or obligations of the Parties under any Prior Agreement of any kind are hereby extinguished, except as expressly provided therein. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing.

**29. 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 invalidated provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

**30. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES.**

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

**31. CONFLICT OF INTEREST.**

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 this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Operator 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.

**32. VENUE.**

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

**33. COVENANT AGAINST DISCRIMINATION.**

Operator 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. Operator 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.

**34. RECITALS.**

All recitals preceding the terms of this Agreement are incorporated into the terms hereof and understood as binding obligations.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement on the Effective Date stated in the introductory clause.

| | |
|---|---|
| CITY OF BANNING | OPERATOR |
| By: _____ | _____ |
| Douglas Schulze, City Manager | NAME:<br>TITLE: |
| By: | _____ |
| | NAME:<br>TITLE: |
| ATTEST: | |
| | _____ |
| | Tax ID No. |
| _____ | |
| Caroline Patton, Deputy City Clerk | |
| | _____ |
| | Address |
| APPROVED AS TO FORM:<br>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.**

## EXHIBIT A

## CALIFORNIA VEHICLE CODE LAWS

NOTE: The laws that govern a tow truck operator's business and vehicle operations are included in, but not limited to, this Exhibit. The list of laws included herein is intended as a general guide only. It is Operator's responsibility to know and comply with all federal and state statutes and all local ordinances relating to its operations; including those that are and are not listed, any new statutes or ordinances subsequently adopted, and any amendments, repeals, or modifications of existing statutes and ordinances, including, but not limited to, those described in this Exhibit.

**1. GENERAL.**

A. Operator shall be able to properly conduct a lien sale as outlined in Division 11, Chapter 10, Article 2, beginning with Section 22851 of the California Vehicle Code.

B. Operator and/or Drivers shall be properly licensed in accordance with Section 12804.9 of the California Vehicle Code. Commercial drivers' licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes. The following shows the correct license class and endorsement for the vehicle or cargo being transported:

| VEHICLE TYPE OF CARGO | CLASS LICENSE | ENDORSEMENT CODE |
|---|---|---|
| Pulling more than one trailer | A | T |
| Transporting passenger for hire | A or B | P |
| Tank Vehicle | A or B | N |
| Hazardous Materials | A, B, or C | H |
| Tank Vehicle with Hazardous Material | A, B, or C | X |

1) Drivers shall have the proper class of license and endorsements for the vehicle and cargo being transported, as shown above.

a) Whenever tank vehicles, double trailers, and/or hazardous materials carriers are towed or driven, the Driver is required to possess the appropriate class of license and endorsement.

b) Empty buses can be towed without the passenger transport endorsement, but the Driver must have the passenger transport endorsement if the bus is driven by him/her, even without passengers.

2) Drivers may obtain a Class A driver license that is restricted to towing other vehicles. The actual driving of damaged vehicles or vehicles being serviced requires that the Class A license not be restricted to towing vehicles. Commercial vehicle operators or operators of vehicles requiring a special certificate must possess both the appropriate license and certificate, as well as possess a valid medical card.

C. Operator shall comply with the provisions contained in Division 4, Chapter 2 (Reports of Stored Vehicles) of the California Vehicle Code (commencing at Section 10650).

D. Operator shall comply with the provisions of Section 10854 of the California Vehicle Code.

E. Operator shall comply with the provisions of Section 12110 of the California Vehicle Code.

F. Operator shall comply with the provisions of Division 11, Chapter 9 of the California Vehicle Code, relating to stopping, standing, or parking, and Chapter 10, relating to the removal or parked and abandoned vehicles.

G. Tow trucks shall comply with appropriate lighting and equipment requirements for motor vehicles as contained in the California Vehicle Code.

H. Tow trucks towing disabled legal vehicles or a legal combination of vehicles shall comply with the vehicle size, weight, load limitations contained in Division 15 of the California Vehicle Code.

1) Tow operators may obtain transportation permits, which allow specific variances on these vehicle length and weight limitations, through the California Department of Transportation or local authorities with respect to highways under their respective jurisdictions.

a) The California Department of Transportation issues permits to requesting operators on an annual basis. The permit allows the movement of disabled legal vehicles under the following conditions:

(1) Disabled legal vehicles or legal combinations of vehicles may be towed on state highways to the nearest appropriate place of repair, or nearest secure storage area that is appropriate for the vehicle or load, whichever is closest and most accessible. It is not the intent of the permit to allow these combinations to be towed to their ultimate destination for convenience, unless that destination meets the foregoing criteria.

(2) Disabled legal vehicles or combination of vehicles, when connected to a tow truck, may exceed legal gross weight limitations. When the end of a truck or truck tractor of legal weight is elevated by a tow truck, the drive axles, the tow truck and/or the drive axle(s) of the disabled vehicle may exceed legal axle or axle group weight limitations. If any axle or axle group exceeds legal weight, movement will be limited to specific routes.

b) Disabled vehicles or combination of vehicles whose movement is authorized by a transportation permit, or any disabled vehicle or any combination of vehicles which, because of damage, has incurred distortion in width or height, causing the vehicle to be in excess of legal dimensions, may be moved at the direction of a peace officer or single trip permit issued by the California Department of Transportation.

c) The Driver, operating under a transportation permit, shall comply with all terms and conditions of the permit.

I. Operator shall comply with the provisions of Sections 3068 through 3074 of the California Civil Code.

J. Operator shall comply with Sections 182, 470, and 532 of the California Penal Code, relating to fraud and conspiracy to commit fraud.

K. Operator shall comply with the provisions of Sections 17200 *et seq.* and 17500 *et seq.* of the California Business and Professions Code, relating to fraudulent or unfair business practice, or false or misleading statements.

**2. SPECIFIC CALIFORNIA VEHICLE CODE REQUIREMENTS RELATING TO TOW TRUCKS, INCLUDING, BUT NOT LIMITED TO:**

A. Summarized California Vehicle Code Provisions:

Unlawful Advertising as Department; Use of Department Initials or Identity (Cal. Veh. Code, § 25)

(a) It is unlawful for any person to display or cause or permit to be displayed any sign, mark, or advertisement indicating an official connection with either the Department of Motor Vehicles or the Department of the California Highway Patrol unless such person has lawful authority, permission, or right to make such display.

(b) It is unlawful for the holder of any occupational license issued pursuant to Division 5 (commencing with Section 11100) to use the initials "DMV," the Department of Motor Vehicles logogram, or the words "Department of Motor Vehicles" in any business name or telephone number. No occupational licensee may use the initials, logogram, or words in any advertisement in a way that indicates, or could be construed to indicate, any official connection with the Department of Motor Vehicles other than as a licensee.

Tow Truck (Cal. Veh. Code, § 615(a))

A "tow truck" is a motor vehicle which has been altered or designed and equipped for, and primarily used in the business of, transporting vehicles by means of a crane, hoist, tow bar, tow line, or dolly or is otherwise primarily used to render assistance to other vehicles. A "roll-back carrier" designed to carry up to two vehicles is also a tow truck. A trailer for hire that is being used to transport a vehicle is a tow truck. "Tow truck" does not include an automobile dismantlers' tow vehicle or a repossessor's tow vehicle.

NOTE: A vehicle which is not exclusively used in the business of towing vehicles nor used to render assistance to other vehicles is not a "tow truck" as defined above and need not comply with the requirements of the California Vehicle Code sections cited in this Exhibit. Such a vehicle shall not be equipped with the flashing amber warning lights permitted on "tow trucks" and is not entitled to special parking privileges under California Vehicle Code Section 22513.

Portable Dolly (Cal. Veh. Code, § 4014)

Any portable or collapsible dolly carried in a tow truck or in a truck used by an automobile dismantler and used upon a highway exclusively for towing disabled vehicles is exempt from registration.

Mounting of Plates (Cal. Veh. Code, § 5201(a)(1))

The rear license plate on a tow truck or repossessor's tow vehicle may be mounted on the left-hand side of the mast assembly at the rear of the cab of the vehicle, not less than 12 inches nor more than 90 inches from the ground.

Compensation for Arranging or Requesting Towing Services (Cal. Veh. Code, § 12110(a))

Except as provided in subdivision (b), no towing service shall provide and no person or public entity shall accept any direct or indirect commission, gift, or any compensation whatever from a towing service in consideration of arranging or requesting the services of a tow truck. As used in this section, "arranging" does not include the activities of employees or principals of a provider of towing services in responding to a request for towing services.

Tow Trucks; Stopping at Scene of Accident or Near Disabled Vehicle; Soliciting an Engagement for Towing Services or to Remove Vehicle; Conditions; Documentation and Reporting Requirements; Fees; Misdemeanors; Exceptions (Cal. Veh. Code, § 22513(a)-(e))

(a)(1) It is a misdemeanor for a towing company or the owner or operator of a tow truck to stop or cause a person to stop at the scene of an accident or near a disabled vehicle for the purpose of soliciting an engagement for towing services, either directly or indirectly, to furnish towing services, to move a vehicle from a highway, street, or public property when the vehicle has been left unattended or when there is an injury as the result of an accident, or to accrue charges for services furnished under those circumstances, unless requested to perform that service by a law enforcement officer or public agency pursuant to that agency's procedures, or unless summoned to the scene or requested to stop by the owner or operator of a disabled vehicle.

(2)(A) A towing company or the owner or operator of a tow truck summoned, or alleging it was summoned, to the scene by the owner or operator of a disabled vehicle shall possess all of the following information in writing prior to arriving at the scene:

(i) The first and last name and working telephone number of the person who summoned it to the scene.

(ii) The make, model, year, and license plate number of the disabled vehicle.

(iii) The date and time it was summoned to the scene.

(iv) The name of the person who obtained the information in clauses (i), (ii), and (iii).

(B) A towing company or the owner or operator of a tow truck summoned, or alleging it was summoned, to the scene by a motor club, as defined by Section 12142 of the Insurance Code,

pursuant to the request of the owner or operator of a disabled vehicle is exempt from the requirements of subparagraph (A), provided it possesses all of the following information in writing prior to arriving at the scene:

(i) The business name of the motor club.

(ii) The identification number the motor club assigns to the referral.

(iii) The date and time it was summoned to the scene by the motor club.

(3) A towing company or the owner or operator of a tow truck requested, or alleging it was requested, to stop at the scene by the owner or operator of a disabled vehicle shall possess all of the following information in writing upon arriving at the scene:

(A) The first and last name and working telephone number of the person who requested the stop.

(B) The make, model, and license plate number, if one is displayed, of the disabled vehicle.

(C) The date and time it was requested to stop.

(D) The name of the person who obtained the information in subparagraphs (A), (B), and (C).

(4) A towing company or the owner or operator of a tow truck summoned or requested, or alleging it was summoned or requested, by a law enforcement officer or public agency pursuant to that agency's procedures to stop at the scene of an accident or near a disabled vehicle for the purpose of soliciting an engagement for towing services, either directly or indirectly, to furnish towing services, or that is expressly authorized to move a vehicle from a highway, street, or public property when the vehicle has been left unattended or when there is an injury as the result of an accident, shall possess all of the following in writing before leaving the scene:

(A) The identity of the law enforcement agency or public agency.

(B) The log number, call number, incident number, or dispatch number assigned to the incident by law enforcement or the public agency, or the surname and badge number of the law enforcement officer, or the surname and employee identification number of the public agency employee.

(C) The date and time of the summons, request, or express authorization.

(5) For purposes of this section, “writing” includes electronic records.

(b) The towing company or the owner or operator of a tow truck shall make the written information described in subdivision (a) available to law enforcement, upon request, from the time it appears at the scene until the time the vehicle is towed and released to a third party, and shall maintain that information for three years. The towing company or owner or operator of a tow truck shall make that information available for inspection and copying within 48 hours of a written request from any officer or agent of a police department, sheriff's department, the

Department of the California Highway Patrol, the Attorney General's office, a district attorney's office, or a city attorney's office.

(c)(1) Prior to attaching a vehicle to the tow truck, if the vehicle owner or operator is present at the time and location of the anticipated tow, the towing company or the owner or operator of the tow truck shall furnish the vehicle's owner or operator with a written itemized estimate of all charges and services to be performed. The estimate shall include all of the following:

(A) The name, address, telephone number, and motor carrier permit number of the towing company.

(B) The license plate number of the tow truck performing the tow.

(C) The first and last name of the towing operator, and if different than the towing operator, the first and last name of the person from the towing company furnishing the estimate.

(D) A description and cost for all services, including, but not limited to, charges for labor, special equipment, mileage from dispatch to return, and storage fees, expressed as a 24-hour rate.

(2) The tow truck operator shall obtain the vehicle owner or operator's signature on the itemized estimate and shall furnish a copy to the person who signed the estimate.

(3) The requirements in paragraph (1) may be completed after the vehicle is attached and removed to the nearest safe shoulder or street if done at the request of law enforcement or a public agency, provided the estimate is furnished prior to the removal of the vehicle from the nearest safe shoulder or street.

(4) The towing company or the owner or operator of a tow truck shall maintain the written documents described in this subdivision for three years, and shall make them available for inspection and copying within 48 hours of a written request from any officer or agent of a police department, sheriff's department, the Department of the California Highway Patrol, the Attorney General's office, a district attorney's office, or a city attorney's office.

(5) This subdivision does not apply to a towing company or the owner or operator of a tow truck summoned to the scene by a motor club, as defined by Section 12142 of the Insurance Code, pursuant to the request of the owner or operator of a disabled vehicle.

(6) This subdivision does not apply to a towing company or the owner or operator of a tow truck summoned to the scene by law enforcement or a public agency pursuant to that agency's procedures, and operating at the scene pursuant to a contract with that law enforcement agency or public agency.

(d)(1) Except as provided in paragraph (2), a towing company or the owner or operator of a tow truck shall not charge a fee for towing or storage, or both, of a vehicle in excess of the greater of the following:

(A) The fee that would have been charged for that towing or storage, or both, made at the request of a law enforcement agency under an agreement between a towing company and the law

enforcement agency that exercises primary jurisdiction in the city in which the vehicle was, or was attempted to be, removed, or if not located within a city, the law enforcement agency that exercises primary jurisdiction in the county in which the vehicle was, or was attempted to be, removed.

(B) The fee that would have been charged for that towing or storage, or both, under the rate approved for that towing operator by the Department of the California Highway Patrol for the jurisdiction from which the vehicle was, or was attempted to be, removed.

(2) Paragraph (1) does not apply to the towing or transportation of a vehicle or temporary storage of a vehicle in transit, if the towing or transportation is performed with the prior consent of the owner or operator of the vehicle.

(3) No charge shall be made in excess of the estimated price without the prior consent of the vehicle owner or operator.

(4) All services rendered by a tow company or tow truck operator, including any warranty or zero cost services, shall be recorded on an invoice, as described in subdivision (e) of Section 22651.07. The towing company or the owner or operator of a tow truck shall maintain the written documents described in this subdivision for three years, and shall make the documents available for inspection and copying within 48 hours of a written request from any officer or agent of a police department, sheriff's department, the Department of the California Highway Patrol, the Attorney General's office, a district attorney's office, or a city attorney's office.

(e) A person who willfully violates subdivision (b), (c), or (d) is guilty of a misdemeanor, punishable by a fine of not more than two thousand five hundred dollars ($2,500), or by imprisonment in a county jail for not more than three months, or by both that fine and imprisonment.

Freeways; stopping, parking or leaving vehicles standing; exceptions to prohibition; violation; conviction (Cal. Veh. Code, § 21718)

(a) No person shall stop, park, or leave standing any vehicle upon a freeway which has full control of access and no crossings at grade except:

(1) When necessary to avoid injury or damage to persons or property.

(2) When required by law or in obedience to a peace officer or official traffic control device.

(3) When any person is actually engaged in maintenance or construction on freeway property or any employee of a public agency is actually engaged in the performance of official duties.

(4) When any vehicle is so disabled that it is impossible to avoid temporarily stopping and another vehicle has been summoned to render assistance to the disabled vehicle or driver of the disabled vehicle. This paragraph applies when the vehicle summoned to render assistance is a vehicle owned by the donor of free emergency assistance that has been summoned by display upon or within a disabled vehicle of a placard or sign given to the driver of the disabled vehicle by the

donor for the specific purpose of summoning assistance, other than towing service, from the donor.

(5) Where stopping, standing, or parking is specifically permitted. However, buses may not stop on freeways unless sidewalks are provided with shoulders of sufficient width to permit stopping without interfering with the normal movement of traffic and without the possibility of crossing over fast lanes to reach the bus stop.

(6) Where necessary for any person to report a traffic accident or other situation or incident to a peace officer or any person specified in paragraph (3), either directly or by means of an emergency telephone or similar device.

(7) When necessary for the purpose of rapid removal of impediments to traffic by the owner or operator of a tow truck operating under an agreement with the Department of the California Highway Patrol.

(b) A conviction of a violation of this section is a conviction involving the safe operation of a motor vehicle upon the highway if a notice to appear for the violation was issued by a peace officer described in Section 830.1 or 830.2 of the Penal Code.

Towing and Service Charges; Credit Card or Cash Payment (Cal. Veh. Code, § 22651.1)

Persons operating or in charge of any storage facility where vehicles are stored pursuant to Section 22651 shall accept a valid bank credit card or cash for payment of towing and storage by the registered owner, legal owner, or the owner's agent claiming the vehicle. A credit card shall be in the name of the person presenting the card. “Credit card” means “credit card” as defined in subdivision (a) of Section 1747.02 of the Civil Code, except, for the purposes of this section, credit card does not include a credit card issued by a retail seller. A person operating or in charge of any storage facility who refuses to accept a valid bank credit card shall be liable to the owner of the vehicle or to the person who tendered the fees for four times the amount of the towing and storage charges, but not to exceed five hundred dollars ($500). In addition, persons operating or in charge of the storage facility shall have sufficient funds on the premises to accommodate and make change in a reasonable monetary transaction.

Credit charges for towing and storage services shall comply with Section 1748.1 of the Civil Code. Law enforcement agencies may include the costs of providing for payment by credit when agreeing with a towing or storage provider on rates.

Release to Owner or Person in Control on Proof of Current Registration or on Issuance of Notice to Appear for Registration Violation; Posting of Notice (Cal. Veh. Code, § 22850.3)

(a) A vehicle placed in storage pursuant to Section 22850 shall be released to the owner or person in control of the vehicle only if the owner or person furnishes, to the law enforcement agency or employee who placed the vehicle in storage, satisfactory proof of current vehicle registration. The agency which caused the vehicle to be stored may, in its discretion, issue a notice to appear for the registration violation, if the two days immediately following the day of impoundment are weekend days or holidays.

(b) At every storage facility there shall be posted in a conspicuous place a notice to the effect that a vehicle placed in storage pursuant to Section 22850 may be released only on proof of current registration or, at the discretion of the impounding agency, upon the issuance of a notice to appear for the registration violation by the local agency which caused the vehicle to be stored, specifying the name and telephone number of that local agency.

Taillamps Generally; Stoplamps; Reflectors (Cal. Veh. Code, §§ 24600(f), 24603(c), 24607(d))

Section 24600(f)

> (f) Taillamps on vehicles manufactured on or after January 1, 1969, shall be mounted not lower than 15 inches nor higher than 72 inches, except that a tow truck, in addition to being equipped with the required taillamps, may also be equipped with two taillamps which may be mounted not lower than 15 inches nor higher than the maximum allowable vehicle height and as far forward as the rearmost portion of the driver's seat in the rearmost position. The additional taillamps on a tow truck shall be lighted whenever the headlamps are lighted.

Section 24603(c)

> (c) Except as provided in subdivision (h), stoplamps on vehicles manufactured on or after January 1, 1969, shall be mounted not lower than 15 inches nor higher than 72 inches, except that a tow truck or a repossessor's tow vehicle, in addition to being equipped with the required stoplamps, may also be equipped with two stoplamps which may be mounted not lower than 15 inches nor higher than the maximum allowable vehicle height and as far forward as the rearmost portion of the driver's seat in the rearmost position.

Section 24607(d)

> (d) When more than one reflector is required, at least one shall be mounted at the left side and one at the right side, respectively, at the same level. Required reflectors shall be mounted not lower than 15 inches nor higher than 60 inches, except that a tow truck, in addition to being equipped with the required reflectors, may also be equipped with two reflectors which may be mounted not lower than 15 inches nor higher than the maximum allowable vehicle height and as far forward as the rearmost portion of the driver's seat in the rearmost position. Additional reflectors of a type meeting requirements established by the department may be mounted at any height.

Tow Trucks, Automobile Dismantler's Tow Vehicle and Towed Vehicle (Cal. Veh. Code, § 24605)

(a) A tow truck or an automobile dismantler's tow vehicle used to tow a vehicle shall be equipped with and carry a taillamp, a stoplamp, and turn signal lamps for use on the rear of a towed vehicle.

(b) Whenever a tow truck or an automobile dismantler's tow vehicle is towing a vehicle and a stoplamp and turn signal lamps cannot be lighted and displayed on the rear of the towed vehicle, the operator of the tow truck or the automobile dismantler's tow vehicle shall display to the rear a stoplamp and turn signal lamps mounted on the towed vehicle, except as provided in subdivision (c). During darkness, if a taillamp on the towed vehicle cannot be lighted, the operator of the tow

truck or the automobile dismantler's tow vehicle shall display to the rear a taillamp mounted on the towed vehicle. No other lighting equipment need be displayed on the towed vehicle.

(c) Whenever any motor vehicle is towing another motor vehicle, stoplamps and turn signal lamps are not required on the towed motor vehicle, but only if a stoplamp and a turn signal lamp on each side of the rear of the towing vehicle is plainly visible to the rear of the towed vehicle. This subdivision does not apply to driveaway-towaway operations.

Utility Flood and Loading Lamps (Cal. Veh. Code, § 25110(a)(l), (b))

(a) The following vehicles may be equipped with utility flood or loading lamps mounted on the rear, and sides, that project a white light illuminating an area to the side or rear of the vehicle for a distance not to exceed 75 feet at the level of the roadway:

(1) Tow trucks that are used to tow disabled vehicles may display utility floodlights, but only during the period of preparation for towing at the location from which a disabled vehicle is to be towed.

(b) Lamps permitted under subdivision (a) shall not be lighted during darkness, except while the vehicle is parked, nor project any glaring light into the eyes of an approaching driver.

Warning Lights on Tow Trucks Used to Tow Disabled Vehicles (Cal. Veh. Code, § 25253)

(a) Tow trucks used to tow disabled vehicles shall be equipped with flashing amber warning lamps. This subdivision does not apply to a tractor-trailer combination.

(b) Tow trucks may display flashing amber warning lamps while providing service to a disabled vehicle. A flashing amber warning lamp upon a tow truck may be displayed to the rear when the tow truck is towing a vehicle and moving at a speed slower than the normal flow of traffic.

(c) A tow truck shall not display flashing amber warning lamps on a freeway except when an unusual traffic hazard or extreme hazard exists.

Note: Vehicles used by automobile dismantlers to tow disabled vehicles may be equipped with flashing amber warning lights. Vehicles used by service stations or garages to occasionally render assistance to disabled vehicles are not tow trucks and are not permitted to be equipped with flashing amber warning lamps.

Use of Flashing Amber Warning Light (Cal. Veh. Code, § 25268)

No person shall display a flashing amber warning light on a vehicle as permitted by this code except when an unusual traffic hazard exists.

Emergency Reflectors; Emergency Warning Signs or Banners; Disabled or Parked Vehicles (Cal. Veh. Code, § 25300)

(a) Every vehicle which, if operated during darkness, would be subject to the requirements of Section 25100, and every truck tractor, irrespective of width, shall at all times be equipped with

at least three red emergency reflectors. The reflectors need be carried by only one vehicle in a combination.

All reflectors shall be maintained in good working condition.

(b) When the vehicle is disabled on the roadway during darkness, reflectors of the type specified in subdivision (a) shall be immediately placed as follows:

One at the traffic side of the disabled vehicle, not more than 10 feet to the front or rear of the vehicle.

One at a distance of approximately 100 feet to the rear of the disabled vehicle in the center of the traffic lane occupied by the vehicle.

One at a distance of approximately 100 feet to the front of the disabled vehicle in the center of the traffic lane occupied by such vehicle.

If disablement of the vehicle occurs within 500 feet of a curve, crest of a hill, or other obstruction to view, the driver shall so place the reflectors in that direction as to afford ample warning to other users of the highway, but in no case less than 100 nor more than 500 feet from the disabled vehicle.

If disablement of the vehicle occurs upon any roadway of a divided or one-way highway, the driver shall place one reflector at a distance of approximately 200 feet and one reflector at a distance of approximately 100 feet to the rear of the vehicle in the center of the lane occupied by the stopped vehicle, and one reflector at the traffic side of the vehicle not more than 10 feet to the rear of the vehicle.

(c) When the vehicle is disabled or parked off the roadway but within 10 feet thereof during darkness, warning reflectors of the type specified in subdivision (a) shall be immediately placed by the driver as follows: one at a distance of approximately 200 feet and one at a distance of approximately 100 feet to the rear of the vehicle, and one at the traffic side of the vehicle not more than 10 feet to the rear of the vehicle. The reflectors shall, if possible, be placed between the edge of the roadway and the vehicle, but in no event less than two feet to the left of the widest portion of the vehicle or load thereon.

(d) (1) Until the reflectors required by this section can be placed properly, the requirements of this section may be complied with temporarily either by placing lighted red fusees or liquid-burning flares in the required locations or by using turn signal lamps, but only if front turn signal lamps at each side are being flashed simultaneously and rear turn signal lamps at each side are being flashed simultaneously.

(2) The driver of a commercial motor vehicle equipped with fusees or liquid-burning flares shall place a lighted fusee or liquid-burning flare at each of the locations specified in subdivision (b). There shall be at least one lighted fusee or liquid-burning flare at each of the prescribed locations for as long as the commercial motor vehicle is stopped. Before the stopped commercial vehicle is moved, the driver shall properly extinguish and remove each fusee or liquid-burning flare.

(3) If gasoline or any other flammable or combustible liquid or gas seeps or leaks from a fuel container or commercial motor vehicle stopped upon a highway, an emergency warning signal producing a flame shall not be lighted or placed except at a distance from the liquid or gas as will assure the prevention of a fire or explosion.

(4)(A) A driver shall not use or permit the use of any flame-producing emergency signal for protecting any of the following:

(i) A commercial vehicle transporting Division 1.1, Division 1.2, or Division 1.3 explosives, as classified by the United States Department of Transportation.

(ii) A cargo tank motor vehicle, whether loaded or empty, used for the transportation of any Class 3 flammable liquid or Division 2.1 flammable gas, as classified by the United States Department of Transportation.

(iii) A commercial motor vehicle using compressed gas as a motor fuel.

(B) In lieu of a flame-producing emergency signal, emergency reflective triangles, red electric lanterns, or red emergency reflectors shall be used, the placement of which shall be in the same manner as prescribed in Section 392.22(b) of Title 49 of the Code of Federal Regulations.

(e) The reflectors shall be displayed continuously during darkness while the vehicle remains disabled upon the roadway or parked or disabled within 10 feet thereof.

(f) Subdivisions (b), (c), (d), and (e) do not apply to a vehicle under either of the following circumstances:

(1) Parked in a legal position within the corporate limits of any city.

(2) Parked in a legal position upon a roadway bounded by adjacent curbs.

(g) In addition to the reflectors specified in subdivision (a), an emergency warning sign or banner may be attached to a vehicle which is disabled upon the roadway or which is parked or disabled within 10 feet of a roadway.

Use of Fusees (Cal. Veh. Code, § 25305)

(a) No person shall place, deposit, or display upon or adjacent to any highway any lighted fusee, except as a warning to approaching vehicular traffic or railroad trains, or both, of an existing hazard upon or adjacent to the highway or highway-railroad crossing.

(b) It is unlawful to use any fusee which produces other than a red light. The provisions of this subdivision shall not apply to any railroad, as defined in Section 229 of the Public Utilities Code.

(c) No person shall attach or permit any person to attach a lighted fusee to any part of a vehicle.

Condition of Brakes; Control and Stopping Requirements; Power brake; Single Control (Cal. Veh. Code, §§ 26453, 26454(a)-(b), 26458)

Section 26453

All brakes and component parts thereof shall be maintained in good condition and in good working order. The brakes shall be so adjusted as to operate as equally as practicable with respect to the wheels on opposite sides of the vehicle.

Section 26454(a)-(b)

(a) The service brakes of every motor vehicle or combination of vehicles shall be adequate to control the movement of and to stop and hold the vehicle or combination of vehicles under all conditions of loading.

(b) Every motor vehicle or combination of vehicles, at any time and under all conditions of loading, shall, upon application of the service brake, be capable of stopping from an initial speed of 20 miles per hour according to the following requirements:

| | | Maximum Stopping Distance (feet) |
|---|---|---|
| (1) | Passenger-carrying vehicles with a seating capacity of 10 or fewer persons, including the driver, and built on a passenger car chassis……. | 20 |
| (2) | Passenger-carrying vehicles with a seating capacity of more than 10 persons, including the driver, and built on a passenger car chassis; vehicles built on a truck or bus chassis and having a GVWR of 10,000 pounds or less……. | 25 |
| (3) | All other passenger-carrying vehicles…… | 35 |
| (4) | Single-unit property-carrying vehicles having a GVWR of 10,000 pounds or less……... | 25 |
| (5) | Single-unit property-carrying vehicles having a GVWR of more than 10,000 pounds, except truck tractors; combinations of a 2-axle towing vehicle and trailer having a GVWR of 3,000 pounds or less; all combinations of 2 or fewer vehicles in driveaway or towaway operation……... | 35 |
| (6) | All other property-carrying vehicles and combinations of property-carrying vehicles…….. | 40 |

Section 26458

(a) The braking system on every motor vehicle used to tow another vehicle shall be so

arranged that one control on the towing vehicle shall, when applied, operate all the service brakes on the power unit and combination of vehicles when either or both of the following conditions exist:

The towing vehicle is required to be equipped with power brakes.

The towed vehicle is required to be equipped with brakes and is equipped with power brakes.

(b) Subdivision (a) shall not be construed to prohibit motor vehicles from being equipped with an additional control to be used to operate the brakes on the trailer or trailers.

(c) Subdivision (a) does not apply to any of the following combinations of vehicles, if the combination of vehicles meets the stopping distance requirements of Section 26454:

Vehicles engaged in driveaway-towaway operations.

Disabled vehicles, while being towed.

Towed motor vehicles.

Trailers equipped with inertially controlled brakes which are designed to be applied automatically upon breakaway from the towing vehicle and which are capable of stopping and holding the trailer stationary for not less than 15 minutes.

Required Equipment (Cal. Veh. Code, § 27700(a))

(a) Tow trucks shall be equipped with and carry all of the following:

(1) One or more brooms, and the driver of the tow truck engaged to remove a disabled vehicle from the scene of an accident shall remove all glass and debris deposited upon the roadway by the disabled vehicle which is to be towed.

(2) One or more shovels, and whenever practical the tow truck driver engaged to remove any disabled vehicle shall spread dirt upon that portion of the roadway where oil or grease has been deposited by the disabled vehicle;

(3) One or more fire extinguishers of the dry chemical or carbon dioxide type with an aggregate rating of at least 4-B, C units and bearing the approval of a laboratory nationally recognized as properly equipped to make the approval.

Tow Trucks, Repossessor's Tow Vehicles or Automobile Dismantler's Tow Vehicles (Cal. Veh. Code, § 27907)

There shall be displayed in a conspicuous place on both the right and left side of a tow truck, a repossessor's tow vehicle, or an automobile dismantler's tow vehicle used to tow or carry vehicles a sign showing the name of the company or the owner or operator of the tow truck or tow vehicle. The sign shall also contain the business address and telephone number of the owner or driver.

The letters and numbers of the sign shall not be less than 2 inches in height and shall be in contrast to the color of the background upon which they are placed.

A person licensed as a repossession agency pursuant to Chapter 11 (commencing with Section 7500) of Division 3 of the Business and Professions Code, or a registrant of the agency, may use the license number issued to the agency by the Department of Consumer Affairs in lieu of a name, business address, and telephone number.

NOTE: California Vehicle Code Section 25 prohibits the display of any sign, mark, or advertisement indicating an official connection with either the Department of Motor Vehicles or the Department of the California Highway Patrol unless such person has lawful authority, permission, or right to make such display.

Towing Requirements (Cal. Veh. Code, § 29004(a)-(c))

(a)(1) Except as required under paragraph (2), a towed vehicle shall be coupled to the towing vehicle by means of a safety chain, cable, or equivalent device in addition to the regular drawbar, tongue, or other connection.

(2) A vehicle towed by a tow truck shall be coupled to the tow truck by means of at least two safety chains in addition to the primary restraining system. The safety chains shall be securely affixed to the truck frame, bed, or towing equipment, independent of the towing sling, wheel lift, or under-reach towing equipment.

(3) A vehicle transported on a slide back carrier tow truck or on a trailer shall be secured by at least four tiedown chains, straps, or an equivalent device, independent of the winch or loading cable. This subdivision does not apply to vehicle bodies that are being transported in compliance with Sections 393.100 to 393.136, inclusive, of Title 49 of the Code of Federal Regulations.

(b) All safety connections and attachments shall be of sufficient strength to control the towed vehicle in the event of failure of the regular hitch, coupling device, drawbar, tongue, or other connection. All safety connections and attachments also shall have a positive means of ensuring that the safety connection or attachment does not become dislodged while in transit.

(c) No more slack may be left in a safety chain, cable, or equivalent device than is necessary to permit proper turning. When a drawbar is used as the towing connection, the safety chain, cable, or equivalent device shall be connected to the towed and towing vehicle and to the drawbar so as to prevent the drawbar from dropping to the ground if the drawbar fails.

## EXHIBIT B

## EQUIPMENT SPECIFICATIONS AND USE REQUIREMENTS

I. GENERAL EQUIPMENT SPECIFICATIONS AND USE EQUIPMENT:

a. Tow Truck and Car Carrier Classifications: Tow truck and car carrier classifications are based on the truck chassis GVWR, and the classification system used by the American Trucking Association (ATA) and truck manufacturers.

| ATA and Manufacturers Classification | CHP Classification |
|---|---|
| a. Class 3 - 10,000-14,000 lbs. GVWR | (Class A Tow Trucks) |
| b. Class 4 - 14,001-16,000 lbs. GVWR | (Class A Tow Trucks) |
| c. Class 5 - 16,001-19,500 lbs. GVWR | (Class A Tow Trucks) |
| d. Class 6 - 19,501-26,000 lbs. GVWR | (Class B Tow Trucks) |
| e. Class 7 - 26,001-33,000 lbs. GVWR | (Class B Tow Trucks) |
| f. Class 8 - 33,001-or more GVWR | (Class B Tow Trucks) |

b. Equipment Limitations. All towing equipment, recovery equipment, and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity may be limited by the capacity of the chassis and the optional equipment selected.

c. Towing Limitations.

1) The total weight of the truck, including the lifted load, shall fall within the GVWR and not exceed either the front axle weight ratings (FAWR) or rear axle weight ratings (RAWR).

2) The truck must meet all applicable state and/or federal standards.

3) The front axle load must be at least fifty percent (50%) of its normal or unladen weight after the load is lifted.

d. Identification Labels. Each piece of towing equipment shall have a label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.

e. Recovery Equipment Rating. The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30-degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).

1) The structural design of the recovery equipment must have a higher load capacity than the performance rating(s).

2) Winches shall conform to or exceed the specifications set forth by the Society of Automotive Engineers (SAE) Handbook, SAE 1706.

3) All ratings for cable and chain assemblies are for the undamaged assembly condition. All cable and chain assemblies should be the same type,

construction, and rating as specified by the original equipment manufacturer (OEM) for the equipment

f. Safety Chains. Safety chains shall be rated at no less than the rating specified by the OEM.

1) Two safety chains shall be used for vehicles being towed. The safety chains shall be securely affixed to the truck bed frame or wrecker boom, independent of the towing sling, bar or hitch, wheel lift, or under-lift towing equipment. The towed vehicle shall be secured to the towing equipment independent of the safety chains by either two chains or two straps.

2) Vehicles being transported on slide back carriers shall be secured by four tie-down chains or straps independent of the winch or loading cable.

3) All safety connections and attachments shall have a positive means of sufficient strength, to ensure that the safety connection or attachment cannot become disengaged while in transit.

g. Control/Safety Labels. All controls shall be clearly marked to indicate proper operations, as well as any special warnings or cautions.

h. Signs. All tow trucks shall display signs on both sides containing Operator's company name, business address, and telephone number. The signs shall be permanently affixed and in compliance with the requirements of Section 27907 of the California Vehicle Code.

i. Wire Rope (Cable). Wire rope shall be maintained in good condition. Only wire rope with swaged ends, wedge locks, or braided ends, with metal sleeves in the loops, shall be approved for use as approved by the CHP. Wire rope is not in good condition when it is stranded, knotted, crushed, excessively rusty, kinked, badly worn, when there are twelve (12) or more wires broken in lay length, or where there is other visible evidence of loss of strength.

II. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

a. Class A Tow Truck Minimum Equipment Specifications:

4) 10,000 pound GVWR chassis.

5) 4-ton recovery equipment rating.

6) Hydraulic or mechanical winch(es).

7) 100 ft. 3/8" x 19 cable or original equipment manufacturers (OEM) specifications.

8) Tow chains, 5/16" alloy or OEM specifications, J/T hook assembly.

9) Safety chains, 5/16" alloy or OEM specifications.

10) Tow sling rating 3,000 pounds, when equipped.

11) Wheel lift safety straps or equivalent mechanical device.

12) All required wheel safety straps, or equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.

13) Tow dolly.

14) One 3-ton snatch block.

15) Wheel lift rating - retracted 3,000 pounds.

b. Class A Car Carrier - One Car Minimum Equipment Specifications:

1) 10,000 pound GVWR chassis.

2) Hydraulic or mechanical winch.

3) 50 ft. 3/8" 6 x 19 cable or OEM specifications.

4) J/T hook loading bridle/chains.

5) Safety chains, 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported.

6) All required tie-down straps and safety chains shall be used as required during towing operations.

c. Class A Car Carrier - Two Cars Minimum Equipment Specifications:

1) 16,001 pound GVWR chassis.

2) Hydraulic or mechanical winch.

3) 50 ft. 3/8" 6 x 19 cable or OEM specifications.

4) J/T hook loading bridle/chains.

5) Safety chains 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported and two safety chains for the vehicle being towed.

6) All required tie-down straps and safety chains shall be used during towing operations.

d. Class B Tow Truck Minimum Equipment Specifications:

1) 19,501 pound GVWR chassis.

2) Air brakes or hydraulic w/air hookup package.

3) 14-ton recovery equipment rating.

4) Hydraulic or mechanical winch(es).

5) 150 ft. 7/16" 6 x 10 cable or OEM specifications.

6) Tow chains, 1/2" alloy or OEM specifications.

7) Safety chains, 1/2" alloy or OEM specifications.

8) Tow sling rating 7,000 pounds.

9) Two 8-ton snatch blocks.

10) Wheel lift safety straps or equivalent mechanical device.

11) All required wheel safety straps, or equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.

12) Wheel lift or under lift rating - retracted, 10,000 pounds.

e. Class B Car Carrier Minimum Equipment Specifications:

1) 19,501 pound GVWR chassis.

2) Hydraulic or mechanical winch.

3) 50 ft. 3/8" 6 19 cable or OEM specifications.

4) J/T hook loading bridle/chains.

5) Safety chains, 5/16" alloy or OEM specifications; four safety chains for each vehicle being transported and two safety chains for the vehicle being towed.

6) All required tie-down straps and safety chains shall be used during towing operations.

f. Class C Tow Truck Minimum Equipment Specifications:

1) 33,000 pound GVWR chassis.

2) Air brakes w/air hookup package and single control compressor.

3) 25-ton recovery equipment rating.

4) Hydraulic or mechanical winch(es).

5) 200 ft. 5/8" 6 x 19 cable or OEM specifications.

6) Tow chains, 5/8" alloy or OEM specifications.

7) Safety chains, 5/8" alloy or OEM specifications.

8) Tow sling rating 12,000 pounds.

9) Two 12-ton snatch blocks.

10) Under lift rating - retracted, 25,000 pounds.

g. Class D Tow Truck Minimum Equipment Specifications:

1) 50,000 pound GVWR chassis.

2) Air brakes w/air hookup package.

3) 30-ton recovery equipment rating.

4) Hydraulic or mechanical winch(es).

5) 250 ft. 3/4" 6 x 19 cable or OEM specifications.

6) Tow chains, 5/8" alloy or OEM specifications.

7) Safety chains, 5/8" alloy or OEM specifications.

8) Tow sling rating 20,000 pounds.

9) Two 12-ton snatch blocks.

10) Under lift rating - retracted, 32,000 pounds.

III. AUXILIARY EQUIPMENT

a. Required Equipment All Classes:

1) Extension - Brake and tail lamps.

2) Fire Extinguisher (Approved 4-B, C rating or better).

3) Flashlight.

4) Broom.

5) Shovel.

6) Wrecking bar (large pry bar).

7) Reflective triangles.

8) Equivalent of six 30-minute flares.

9) Covered trans can(s) with absorbent.

10) Shop rags and/or paper towels.

11) Shop to truck communications (C/B and cellular phones excluded).

b. Service and Other Equipment - (For service calls, each tow truck shall be equipped with the following service equipment):

1) Adequate emergency supply of fuel in an approved container.

2) Booster battery or hot box starting system.

3) Hydraulic jack capable of handling passenger cars and light trucks.

4) Metric and standard lug wrenches.

5) Rubber mallet/hub cap tool.

6) Lockout tools.

7) Motorcycle straps (Class A only).

8) Sledge hammer.

9) Tool kit may include:

a) Assorted open end wrenches; standard 1/4" - 7/8" and Metric, 6- 19 mm.

b) Assorted screwdrivers; Straight blade, Phillips and Torx.

c) Crescent wrench.

d) Ball peen hammer.

e) Pliers.

f) Battery and terminal cleaning tools.

g) Mechanic's wire.

h) Plastic electrical tape/duct tape.

i) Tire valve core tool.

j) Miscellaneous fuses.

k) Small pry bar.

l) Socket Sets; 1/4" - I" and 6-19 mm.

m) Ratchet and extensions.

c. Class A Required Equipment:

1) One 3-ton rated snatch block.

2) Towing sling - J/T hook tow chain assembly, a 4" x 4" x 48" and a 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.

3) Wheel lift - Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.

4) Car carrier - J/T Hook loading bridle, a 4" x 4" x 48" and 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, and two pairs of safety chains.

d. Class B Required Equipment:

1) Towing sling - J/T hook tow chain assembly, a 4" x 4" x 48" and a 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.

2) Wheel lift - Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.

3) Truck hitch - Tow chain assembly, 4" x 4" x 60" and 6" x 6" x 60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.

4) Under lift - Assortment of lift forks/adapters, safety tie-down chains, and safety chains.

5) Two 8-ton rated snatch blocks.

6) Air hoses and necessary fittings to provide air to the towed vehicle.

e. Classes C and D Required Equipment:

1) Towing sling - Tow chain assembly, 4" x 4" x 60" and 6" x 6" x 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, and safety chains.

2) Truck hitch - Tow chain assembly, 4" x 4" x 60" and 6" x 6" x 60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.

3) Under reach - Assortment of lift forks/adapters, safety tie-down chain(s), and safety chains.

4) Steering wheel clamp.

5) Two 12-ton rated snatch blocks.

6) Air hoses and necessary fittings to provide air to the towed vehicle.

**EXHIBIT C**

**RATES FOR TOWING AND STORAGE SERVICES REQUESTED BY THE BANNING POLICE DEPARTMENT**

The following rate structure shall apply for all towing and storage services requested by the City of Banning Police Department ("BPD") and/or the City of Banning Code Enforcement Department ("BCED").

***Operator's fees and rates charged to customers towed pursuant to City request must remain within ten percent (10%) of the amounts set forth in this Exhibit C. If rates charged to tow customers pursuant to City request exceed ten percent (10%) of these rates, the City may declare a Default.***

***With respect to all towing service rates set forth in Sections A and B below (and only Sections A and B), Operator may add-on $138.00 to recover the City's cost of service as specified in Section 23(a) of this Agreement. The rates listed below include the admin fee of $138.00:***

A. BASE TOWING RATE (Light Duty- Class A)

$290.00 PER HOUR

The base rate per tow shall apply to all towed passenger vehicles and trucks rated at less than 10,000 lbs. gross vehicle weight. This rate also applies to difficult removal work involving the removal of vehicles from deep ditches or flood control channels or burning apart of two entangled vehicles.

B. HEAVY DUTY HOURLY TOWING RATE:

1. TWO (2) AXLE CATEGORY (Medium Duty- Class B):

$358.00 PER HOUR

The two (2) axle category shall apply to all towed vehicles with a rate capacity of 10,000 lbs. gross vehicle weight to, but not including, vehicles with 30,000 lbs. gross vehicle weight.

2. THREE (3) AXLE CATEGORY (Heavy Duty- Class C):

$508.00 PER HOUR

The three (3) axle hourly rate shall apply to all towed vehicles with a rate capacity of 30,000 pounds' gross vehicle weight or more.

The hourly rate for heavy duty towing (two and three axle) shall commence when the tow truck arrives on the scene and includes difficult removal work involving the removal of vehicles from deep ditches or flood control channels, burning apart two entangled vehicles, up righting overturned vehicles, and the use of special equipment and preparation prior to towing.

3. THREE (3) AXLE CATEGORY (Extra Heavy Duty- Class D):

$508.00 PER HOUR

The three (3) axle extra heavy duty hourly rate shall apply to all towed vehicles with a rate capacity of 50,000 pounds' gross vehicle weight or more.

The hourly rate for extra heavy duty towing (three and four axle) shall commence when the tow truck arrives on the scene and includes difficult removal work involving the removal of vehicles from deep ditches or flood control channels, burning apart two entangled vehicles, up righting overturned vehicles, and the use of special equipment and preparation prior to towing.

C. CHARGES FOR RELATED SERVICES:

1. CITY VEHICLE/EVIDENCE TOWS: No Charge/No Towing Program Fee

With respect to a BPD/BCED request for a tow of a City-owned vehicle or a vehicle being towed for BPD/BCED's evidence uses, there shall be no charge for such services at a maximum distance of one hundred (100) miles round-trip, which the distance shall commence at the departure location of the tow truck. Operator shall not be required to pay a Towing Program Fee ($138.00) with respect to these tows.

D. STORAGE: (Per Day)

| | |
|---|---|
| Class A-Inside Storage | Not Available |
| Class B-Inside Storage | Not Available |
| Class C-Inside Storage | Not Available |
| Class D-Inside Storage | Not Available |
| Class A-Outside Storage | $86.00 Per Day |
| Class B-Outside Storage | $98.00 Per Day |
| Class C-Outside Storage | $114.00 Per Day |
| Class D-Outside Storage | $114.00 Per Day |

The above standard rates apply per vehicle for storage per twenty-four (24) hour period, or any portion thereof. Notwithstanding the foregoing, Operator shall not charge a storage fee to the vehicle owner or the City for the period during which a vehicle is stored by BPD or BCED on City-owned property for the processing of evidence. Operator is only entitled to charge a storage fee for the day(s) that vehicles are stored in Operator's storage facility.

E. ADDITIONAL CONDITIONS:

1. Above towing charges shall apply regardless of the location from which the tow is made or the location of the storage area or garage where the vehicle is delivered. Such towing charges shall include any and all clearing and cleanup of the accident site by the tow truck operator, as required by the BPD or BCED in its sole and absolute discretion.

2. There shall be no additional charge for righting an overturned passenger car or light pickup truck, if towing is involved.

3. There shall be no additional charge for disconnecting a drive shaft where required for towing.

4. The service of reconnecting the drive shaft, in the event such reconnecting is necessary, shall be performed without additional charge.

F. RATE SCHEDULE:

1. The rates charged by Operator for towing and storage services shall be applicable for the entire term of this Agreement. Should there be a dispute regarding the fees and charges for towing and/or storage of vehicles or other charges, the dispute shall be decided by the Contract Administrator in his or her sole discretion. Such decision by the Contract Administrator shall be final and binding upon Operator; and Operator shall not make any demand upon the owner of the vehicle for a sum in excess of the amount determined by the Contract Administrator.

2. Adjustment to Towing/Storage Rates. Towing and storage rates may be reviewed annually, and adjusted to match the local rates provided in the published report established each year by the CHP. Operator must notify the Contract Administrator in writing of a request for any tow and storage rate increase to match the CHP rates. The Banning Police Department will verify any rate increases with the CHP. Any disputes will be reconciled through a meeting between the Contract Administrator, and Operator's duly-authorized representative. If the rate increases are verified and approved, the new rates will take effect on January 1st of that following year. Operator agrees that the determination of the Contract Administrator concerning tow and storage rates shall be final.

G. COLLECTION OF FEES IMPOSED BY AND ON BEHALF OF THE CITY.

Operator understands and accepts that it is the City's obligation to collect any fees imposed by, and on behalf of, the City of Banning related to towing, storage, release of vehicles, including but not limited to, vehicles stored/impounded for State violations.

All vehicle impounds, storage, and forfeitures resulting from the City's enforcement of California Vehicle Code Sections 14602.6, 14602.7, and 14607.6, and any related statutes.

BPD may inspect copies of all lien sale transactions and/or copies of all documents related to these transactions.

## EXHIBIT D

## ACKNOWLEDGEMENT TO BE SIGNED BY ALL TOWING EMPLOYEES

1. DRIVER INFORMATION GENERALLY

   a. Drivers shall be at least eighteen (18) years old and possess the following minimum class driver license.

      1) Class A tow truck - A valid Class C license, or a valid Class A license with valid medical certificate.

      2) Class B tow truck - A valid Class C license for non-regulated vehicles, or a valid Class A license with valid medical certificate for regulated vehicles pursuant to California Vehicle Code Section 34500.

      3) Class C and D tow trucks - A valid Class A license with valid medical certificate.

   b. The Class A license must be endorsed to allow operation of special vehicle configurations and/or special cargoes as described herein.

   c. All Drivers shall be enrolled in the Employer Pull Notice Program ("EPN").

      1) Upon the addition of new drivers, an Operator will be granted a maximum of thirty (30) days to enroll drivers in the Pull Notice Program.

      2) Pull Notices shall be kept on file, signed and dated by Operator.

   d. Drivers shall wear an identifiable uniform shirt displaying the company and Driver's names while engaged in BPD or BCED rotation tow operations. They will not wear any hat, head covering, or garment that displays any logo other than the logo of Operator.

   e. Drivers shall wear a safety vest or reflectorized clothing, meeting Occupational Safety and Health Administration (OSHA) requirements.

   f. Employees shall refrain from any act(s) of misconduct, including, but not limited to, any of the following:

      1) Rude or discourteous behavior.

      2) Lack of service, selective service, or refusal to provide service which employee is or should be capable of performing.

      3) Any act of sexual harassment or sexual impropriety.

      4) Unsafe driving.

      5) Exhibiting any objective symptoms of alcohol and/or drug use.

      6) Appearing at the scene of a BPD or BCED call with the odor of an alcoholic beverage emitting from his or her breath. Drivers shall submit to a preliminary alcohol screening test upon demand of the BPD.

7) Use of radios or other music equipment or telephone ringers at levels that are excessively loud or cause disturbance to neighbors, as determined in the BPD's or BCED's sole and absolute discretion.

8) Animals on premises, except watchdogs. However, watchdogs shall be maintained within Operator's premises by a fence that is adequate to contain the dog within the premises. The BPD or BCED may require Operator to remove the dog from the premises if, in the BPD's or BCED's sole and absolute discretion, the dog barks excessively.

9) In the event of a misdemeanor traffic violation(s) by Driver(s) which is/are known by the BPD, the BPD shall advise Operator of the violation(s) Operator will be granted the opportunity to take necessary steps to ensure that such Driver(s) drive(s) in compliance with law. Any subsequent traffic violation(s) by Operator and/or the involved employee may be cause for appropriate disciplinary action against Operator and/or the involved employee(s).

10) Any traffic violation(s) involving a felony may be cause for immediate disciplinary action against Driver.

g. Any arrest, charge, or conviction of Operator, its employee(s), officer(s), or agent(s) involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a BPD and/or BCED tow call, or moral turpitude shall be cause for suspension of Operator, it's employee(s), officer(s), or agent(s), or immediate termination this Agreement.

h. All surfaces of any Operator storage facility shall be in good repair without broken parts, holes, potholes, or litter and in such a condition that ensures that no damage to vehicles will result. Employees shall prevent contamination of soil with gasoline, oil, grease, or any other contaminating substance as specified by federal, state, and local laws.

i. The BPD or BCED will complete a detailed written inventory of all personal property in any vehicle which is towed and stored or towed and impounded by Operator at their request, and the responding Driver shall complete the appropriate section on the BPD's or BCED's form and shall sign said form. A copy of said signed form shall be given to the responding Driver and shall be retained by Operator.

j. Under no circumstances may a vehicle and/or personal property located in a vehicle be released by Operator to the vehicle owner or his or her designated representative without the express written permission from the BPD and/or the BCE.

2. RATES AND TIME CHARGED FOR BPD/BCED CALLS

a. Rates charged to vehicle owners for calls originating from the City shall not exceed ten percent (10%) of the maximum rate amounts for towing and impounds chargeable to vehicle owners as determined by the California Highway Patrol ("CHP") for the Banning region. The CHP-approved rates are those contained in

Exhibit C to this Agreement. If the CHP authorizes or amends new maximum rates for towing services, then the Parties may, without further City Council authorization, amend or replace Exhibit C to be consistent with the CHP's rate structure. The City shall not unreasonably deny or withhold its approval of any amendment to Exhibit C so long as they are consistent with CHP-approved rates.

b. Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except when an operation involving the process of up righting an overturned vehicle or returning a vehicle to a normal position on the roadway that required the use of auxiliary equipment due to the size or location of the vehicle occurs ("Vehicle Recovery Operations"), thereby requiring a larger class of tow truck. This will normally be limited to operations requiring a Class B, C, or D tow truck(s).

c. The rate of towing shall be computed beginning from the time of departure from the place of business or point of dispatch whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or the completion of the call, if another call is pending, whichever is shorter. Return to place of business includes a reasonable and verifiable amount of time required to place the tow truck back into service when unusual circumstances require additional time that is not part of normal operating procedures. (Examples: (i) 4x4 recovery in the mud; reasonable to charge for cleaning mud from truck and equipment; (ii) burned car on car carrier: reasonable to charge for cleaning burn debris from carrier bed; (iii) car towed from side of road on misty night and leaves mud track on bed of carrier: not reasonable to charge for cleaning of carrier bed.) ("Portal to Portal").) Time expended shall be charged at a rate not to exceed the authorized hourly rate. Time expended in excess of the minimums shall also be at the hourly rate in no more than one (1) minute increments. There shall be no additional charges, including, without limitation, mileage or labor charges.

1) Operator may charge the registered vehicle owner up to a thirty (30) minute minimum per call for any service or tow which is performed when the vehicle operator or agent is present and the vehicle is not stored at the direction of a BPD officer or BCED officer ("Base Service").

2) Operator may charge the registered vehicle owner up to a one-(1)-hour minimum per call on public safety response calls, which means a response that results in the storage of a vehicle at the direction of a BPD officer or a BCED officer and does not include storage at the request of the vehicle operator, registered owner, or agent.

3) Operator shall base towing charges upon the class of vehicle being towed regardless of the class of truck used, except when vehicle recovery operations require a larger class truck.

3. RESPONSE TIME

a. Responsive Service. Drivers shall respond to the BPD and BCED calls twenty-four (24) hours per day, seven (7) days per week, within the maximum response time established by this Agreement. "Response time" shall mean the period of time from Operator's notification by the BPD or BCED dispatch of a call to the arrival of the

tow truck at the location requested. When Operator will be temporarily unavailable to provide services due to a preplanned or scheduled activity (e.g., vacations, maintenance, medical leave), Operator's representative shall notify the BPD and BCED at least twenty-four (24) hours prior to the date that services will be unavailable, noting the times and dates of the unavailability. Operator shall respond with a tow truck of the class required to tow the vehicle specified by the BPD and/or BCED. If, after accepting the call, Operator is unable to respond or will be delayed in responding, Operator shall immediately notify the BPD and/or BCED dispatch. In such case, the BPD and/or BCED shall have the right to use an alternative tow operator holding a towing franchise to provide the services for such call. Operator shall not assign any calls to other tow operators.

1) Response Times: Employees shall respond to BPD and BCED calls for critical tow circumstances (e.g., traffic collisions, impounds, hazards, road blockages) within twenty (20) minutes.

a) *Response Time*. Operator's response to calls from the BPD and BCED for towing service shall not exceed twenty (20) minutes from the time Operator received the request from the BPD or BCED to the time the tow vehicle arrives at the location from which the tow is to be made.

b) *Three Axle Tow Truck*. The maximum response time notwithstanding, when a three axle tow truck is required and Operator subcontracts for use of three (3) axle tow truck, Operator's shall not exceed thirty (30) minutes.

c) If Operator has not arrived on the scene within the twenty-minute maximum time, the BPD or BCED may request a tow vehicle from another tow operator specified on the rotation list, and Operator may not take the tow. A failure to respond and perform required towing or service and/or repeated failure(s) to meet the maximum response time requirements shall constitute failure to comply with the terms and conditions of this Agreement. The Contract Administrator may, in his or her sole and absolute discretion, take immediate disciplinary action for and flagrant violation of the requirement to respond within the maximum response time.

d) Upon receiving requests for tow service by the BPD or BCED, Operator shall record the time such requests are made and the time at which a tow vehicle is dispatched and maintain such record for at least six (6) months.

b. In responding to a BPD or BCED call, the Driver shall perform the towing or service required for which Operator was called. This requirement may be waived by the BPD or BCED Officer-in-Charge, if the requested equipment is inadequate for the service to be performed; provided, however, if Operator supplies the wrong equipment, the BPD and/or BCED shall have the automatic and immediate right to use an alternative tow operator holding a towing franchise with the City to provide the services for such call.

c. Drivers shall not respond to a BPD or BCED call assigned to another tow truck operator unless requested to do so by the BPD or BCED. If a tow truck operator assigned to the initial BPD or BCED call requires the assistance of an additional operator at the scene, the tow truck operator assigned to the initial call may, subject to the prior approval of the BPD or BCED Officer-in-Charge, request the assistance of Operator. If Operator, who was not called to a scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and a BPD or BCED Officer-in-Charge requests its assistance in clearing the roadway, Operator may be requested to move the vehicle to a safe location, as directed by the officer, and leave the vehicle.

d. Only the actual number and type of tow truck personnel and equipment requested by the BPD or BCED from Operator shall respond to a BPD or BCED call. Additional tow truck personnel and equipment shall be pre-approved by the BPD or BCED Officer-in-Charge. This shall not preclude the Driver from responding to an incident to ascertain if additional assistance or equipment is required. There shall be no additional charge by Operator for any personnel or equipment that is not necessary to perform the required service.

4. GENERAL EQUIPMENT SPECIFICATIONS AND USE EQUIPMENT

a. Tow Truck and Car Carrier Classifications: Tow truck and car carrier classifications are based on the truck chassis GVWR, and the classification system used by the American Trucking Association (ATA) and truck manufacturers.

| ATA and Manufacturers Classification | CHP Classification |
|---|---|
| Class 3 - 10,000-14,000 lbs. GVWR | (Class A Tow Trucks) |
| Class 4 - 14,001-16,000 lbs. GVWR | (Class A Tow Trucks) |
| Class 5 - 16,001-19,500 lbs. GVWR | (Class A Tow Trucks) |
| Class 6 - 19,501-26,000 lbs. GVWR | (Class B Tow Trucks) |
| Class 7 - 26,001-33,000 lbs. GVWR | (Class B Tow Trucks) |
| Class 8 - 33,001-or more GVWR | (Class B Tow Trucks) |

b. Equipment Limitations. All towing equipment, recovery equipment, and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity may be limited by the capacity of the chassis and the optional equipment selected.

c. Towing Limitations.

1) The total weight of the truck, including the lifted load, shall fall within the GVWR and not exceed either the front axle weight ratings (FAWR) or rear axle weight ratings (RAWR).

2) The truck must meet all applicable state and/or federal standards.

3) The front axle load must be at least fifty percent (50%) of its normal or unladen weight after the load is lifted.

d. Identification Labels. Each piece of towing equipment shall have a label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.

e. Recovery Equipment Rating. The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30-degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).

1) The structural design of the recovery equipment must have a higher load capacity than the performance rating(s).

2) Winches shall conform to or exceed the specifications set forth by the Society of Automotive Engineers (SAE) Handbook, SAE 1706.

3) All ratings for cable and chain assemblies are for the undamaged assembly condition. All cable and chain assemblies should be the same type, construction, and rating as specified by the original equipment manufacturer (OEM) for the equipment.

f. Safety Chains. Safety chains shall be rated at no less than the rating specified by the OEM.

1) Two safety chains shall be used for vehicles being towed. The safety chains shall be securely affixed to the truck bed frame or wrecker boom, independent of the towing sling, bar or hitch, wheel lift, or under-lift towing equipment. The towed vehicle shall be secured to the towing equipment independent of the safety chains by either two chains or two straps.

2) Vehicles being transported on slide back earners shall be secured by four tie-down chains or straps independent of the winch or loading cable.

3) All safety connections and attachments shall have a positive means of sufficient strength, to ensure that the safety connection or attachment cannot become disengaged while m transit.

g. Control/Safety Labels. All controls shall be clearly marked to indicate proper operations, as well as any special warnings or cautions

h. Signs. All tow trucks shall display signs on both sides containing Operator's company name, business address, and telephone number. The signs shall be permanently affixed and in compliance with the requirements of Section 27907 of the California Vehicle Code.

i. Wire Rope (Cable). Wire rope shall be maintained in good condition. Only wire rope with swaged ends, wedge locks, or braided ends, with metal sleeves in the loops, shall be approved for use as approved by the CHP. Wire rope is not in good condition when it is stranded, knotted, crushed, excessively rusty, kinked, badly worn, when there are twelve (12) or more wires broken in lay length, or where there is other visible evidence of loss of strength.

5. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

a. Class A Tow Truck Minimum Equipment Specifications:

1) 10,000 pound GVWR chassis.

2) 4-ton recovery equipment rating.

3) Hydraulic or mechanical winch(es).

4) 100 ft. 3/8" x 19 cable or original equipment manufacturers (OEM) specifications.

5) Tow chains, 5/16" alloy or OEM specifications, J/T hook assembly.

6) Safety chains, 5/16" alloy or OEM specifications.

7) Tow sling rating 3,000 pounds, when equipped.

8) Wheel lift safety straps or equivalent mechanical device.

9) All required wheel safety straps, or equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.

10) Tow dolly.

11) One 3-ton snatch block.

12) Wheel lift rating - retracted 3,000 pounds.

b. Class A Car Carrier - One Car Minimum Equipment Specifications

1) 10,000 pound GVWR chassis.

2) Hydraulic or mechanical winch.

3) 50 ft. 3/8" 6 x 19 cable or OEM specifications.

4) J/T hook loading bridle/chains.

5) Safety chains, 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported.

6) All required tie-down straps and safety chains shall be used as required during towing operations.

c. Class A Car Carrier - Two Cars Minimum Equipment Specifications

1) 16,001 pound GVWR chassis.

2) Hydraulic or mechanical winch.

3) 50 ft. 3/8" 6 x 19 cable or OEM specifications.

4) J/T hook loading bridle/chains.

5) Safety chains 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported and two safety chains for the vehicle being towed.

6) All required tie-down straps and safety chains shall be used during towing operations.

d. Class B Tow Truck Minimum Equipment Specifications

1) 19,501 pound GVWR chassis.

2) Air brakes or hydraulic w/air hookup package.

3) 14-ton recovery equipment rating.

4) Hydraulic or mechanical winch(es).

5) 150 ft. 7/16" 6 x 10 cable or OEM specifications.

6) Tow chains, 1/2" alloy or OEM specifications.

7) Safety chains, 1/2" alloy or OEM specifications.

8) Tow sling rating 7,000 pounds.

9) Two 8-ton snatch blocks.

10) Wheel lift safety straps or equivalent mechanical device.

11) All required wheel safety straps, or equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.

12) Wheel lift or under lift rating - retracted, 10,000 pounds.

e. Class B Car Carrier Minimum Equipment Specifications

1) 19,501 pound GVWR chassis

2) Hydraulic or mechanical winch.

3) 50 ft. 3/8" 6 19 cable or OEM specifications.

4) J/T hook loading bridle/chains.

5) Safety chains, 5/16" alloy or OEM specifications; four safety chains for each vehicle being transported and two safety chains for the vehicle being towed.

6) All required tie-down straps and safety champs shall be used during towing operations.

f. Class C Tow Truck Minimum Equipment Specifications

1) 33,000 pound GVWR chassis.

2) Air brakes w/air hookup package and single control compressor.

3) 25-ton recovery equipment rating.

4) Hydraulic or mechanical winch(es).

5) 200 ft. 5/8" 6 x 19 cable or OEM specifications.

6) Tow chains, 5/8" alloy or OEM specifications.

7) Safety chains, 5/8" alloy or OEM specifications

8) Tow sling rating 12,000 pounds.

9) Two 12-ton snatch blocks.

10) Under lift rating - retracted, 25,000 pounds.

g. Class D Tow Truck Minimum Equipment Specifications

1) 50,000 pound GVWR chassis.
2) Air brakes w/air hookup package.
3) 30-ton recovery equipment rating.
4) Hydraulic or mechanical winch(es).
5) 250 ft. 3/4" 6 x 19 cable or OEM specifications.
6) Tow chains, 5/8" alloy or OEM specifications.
7) Safety chains, 5/8" alloy or OEM specifications.
8) Tow sling rating 20,000 pounds.
9) Two 12-ton snatch blocks.
10) Under lift rating - retracted, 32,000 pounds.

6. AUXILIARY EQUIPMENT

a. Required Equipment All Classes

1) Extension - Brake and tail lamps.
2) Fire Extinguisher (Approved 4-B, C rating or better).
3) Flashlight.
4) Broom.
5) Shovel.
6) Wrecking bar (large pry bar).
7) Reflective triangles.
8) Equivalent of six 30-minute flares.
9) Covered trans can(s) with absorbent
10) Shop rags and/or paper towels.
11) Shop to truck communications (C/B and cellular phones excluded).

b. Service and Other Equipment - (For service calls, each tow truck shall be equipped with the following service equipment):

1) Adequate emergency supply of fuel in an approved container.
2) Booster battery or hot box starting system.
3) Hydraulic jack capable of handling passenger cars and light trucks.
4) Metric and standard lug wrenches.
5) Rubber mallet/hub cap tool.
6) Lockout tools.
7) Motorcycle straps (Class A only).
8) Sledge hammer.

9) Tool kit may include:

a) Assorted open end wrenches; standard 1/4" - 7/8" and Metric, 6- 19 mm.

b) Assorted screwdrivers; Straight blade, Phillips and Tone

c) Crescent wrench.

d) Ball peen hammer.

e) Pliers.

f) Battery and terminal cleaning tools.

g) Mechanic's wire.

h) Plastic electrical tape/duct tape.

i) Tire valve core tool.

j) Miscellaneous fuses.

k) Small pry bar.

l) Socket Sets; 1/4" - 1" and 6-19 mm.

m) Ratchet and extensions.

c. Class A Required Equipment

1) One 3-ton rated snatch block.

2) Towing sling - J/T hook tow chain assembly, a 4" x 4" x 48" and a 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.

3) Wheel lift - Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.

4) Car carrier - J/T Hook loading bridle, a 4" x 4" x 48" and 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, and two pairs of safety chains.

d. Class B Required Equipment

1) Towing sling - J/T hook tow chain assembly, a 4" x 4" x 48" and a 4" x 4" x 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.

2) Wheel lift - Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.

3) Truck hitch - Tow chain assembly, 4" x 4" x 60" and 6" x 6" x 60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.

4) Under lift - Assortment of lift forks/adapters, safety tie-down chains, and safety chains.

5) Two 8-ton rated snatch blocks.

6) Air hoses and necessary fittings to provide air to the towed vehicle.

e. Classes C and D Required Equipment

1) Towing sling - Tow chain assembly, 4” x 4” x 60” and 6” x 6” x 60” wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, and safety chains.

2) Truck hitch - Tow chain assembly, 4” x 4” x 60” and 6” x 6” x 60” wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.

3) Under reach - Assortment of lift forks/adapters, safety tie-down chain(s), and safety chains.

4) Steering wheel clamp.

5) Two 12-ton rated snatch blocks.

6) Air hoses and necessary fittings to provide air to the towed vehicle.

# CITY OF BANNING
# STAFF REPORT

**TO:** **CITY COUNCIL**

**FROM:** **Douglas Schulze, City Manager**

**PREPARED BY:** **Brandon Smith, Lieutenant**
**Derek Thesier, Acting Chief of Police**

**MEETING DATE:** **June 25, 2024**

**SUBJECT:** **Consideration of Resolution 2024-97, Adopting the Local Hazard Mitigation Plan (LHMP) as required by the Federal Disaster Mitigation and Cost Reduction Act of 2000**

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## RECOMMENDATION:

Adopt Resolution 2024-97.

## BACKGROUND:

On October, 30 2020, President Clinton signed H.R. 707, the Disaster Mitigation and Cost Reduction Act of 2020, into law. The Disaster Mitigation Act of 2020 requires all jurisdictions to be covered by a Local Hazard Mitigation Plan (LHMP) to be eligible for Federal Emergency Management Agency post-disaster funds. The City of Banning Police Department worked with the County of Riverside Emergency Management Department (EMD) to develop the LHMP for the City of Banning.

## JUSTIFICATION:

The Banning Police Department has worked with the County of Riverside Emergency Management Department to develop the 2023 City of Banning Local Hazard Mitigation Plan (LHMP). The 2023 City of Banning LHMP has been through a rigorous review process prior to being brought to the Banning City Council for adoption. It was reviewed and approved by County and State officials, and then received approval from the Federal Emergency Management Agency (FEMA).

## FISCAL IMPACT:

No cost associated with the adoption of the LHMP. Approval of Resolution 2024-XX and adoption of the 2023 City of Banning LHMP allows the City of Banning to become eligible for Federal Emergency Management Agency post-disaster funds.

## ALTERNATIVES:

Elect not to approve Resolution 2024-97 and provide staff with alternative direction.

# CITY OF BANNING
# STAFF REPORT

**TO:** **CITY COUNCIL**

**FROM:** **Douglas Schulze, City Manager**

**PREPARED BY:** **Caroline Patton, Administrative City Clerk**

**MEETING DATE:** **June 25, 2024**

**SUBJECT:** **Consideration of Resolution 2024-98, Adopting Regulations for Candidates for Elective Office Pertaining to the Electorate and the Costs Thereof for the General Municipal Election to be Held in the City on Tuesday, November 5, 2024**

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## RECOMMENDATION:

Adopt Resolution 2024-98.

## BACKGROUND:

Per Section 13307 of the California Elections Code, the governing body of any local agency may adopt regulations pertaining to materials prepared by any candidate for a municipal election, including the costs thereof. Adoption of this resolution is needed so that if a candidate elects to have a candidate's statement they will have regulations to follow and pay his or her pro rata share of the costs of a statement to be included in the voters' pamphlet.

## JUSTIFICATION:

Each candidate is responsible for the entire cost of filing their candidate statements. Since the total due is not known until after the election, the City collects a deposit--set by the Riverside County Registrar of Voters each election cycle--until billed for the full amount. The City remits payment to the Riverside County Registrar of Voters and then settles up with each candidate. In each instance, the candidate will either:

1. Receive a refund, if the total due was less than the total deposit amount;
2. Receive a bill to pay the remaining total, if the total due exceeded the deposit amount; or
3. Receive neither a bill or a refund, if the total due was equal to the deposit amount.

## FISCAL IMPACT:

All costs associated with Candidate Statements are pass through costs. The candidate pays the statement fee to the City. The City is then billed for the Candidate Statements with the total cost of the election.

## ALTERNATIVES:

No action would result in not allowing for candidates to prepare a candidate's statement for inclusion in the Riverside County voters' pamphlet.

## ATTACHMENTS:

2. Resolution 2024-98, Election Regulations.docx

**RESOLUTION 2024-98**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE, PERTAINING TO THE ELECTORATE AND THE COSTS THEREOF FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, NOVEMBER 5, 2024**

**WHEREAS,** Section 13307 of the California Elections Code provides that the governing body of any local agency may adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs thereof.

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

SECTION 1. General Provisions. Pursuant to Section 13307 of the California Elections Code, each candidate for elective office to be voted for at the General Municipal Election to be held in the City of Banning on Tuesday, November 5, 2024 may prepare a candidate's statement on an appropriate form provided by the City Clerk. Such statement may include the name, age, and occupation of the candidate, and a brief description of no more than 200 words of the candidate's education and qualifications as expressed by the candidate. Such statement will not include party affiliation of the candidate, nor membership or activity in partisan political organizations. Such statement shall be filed in the office of the City Clerk at the time the candidate's nomination papers are filed. Except as provided in Section 13309 of the California Elections Code, such statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. Payment. The Riverside County Elections Department shall give the City Clerk an estimate of the total cost of printing, handling, translating and mailing the candidate's statement filed pursuant to the Elections Code, and require each candidate filing a statement to pay in advance his or her pro rata share as a condition of having his or her statement included in the voter's pamphlet. As these costs are only estimated, the City Clerk shall bill each candidate for any cost in excess of the deposit and shall refund any unused portion of any deposit.

SECTION 3. The City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time the nominating petitions are issued.

**PASSED, APPROVED AND ADOPTED** this 25th day of June 2024.

Alberto Sanchez, Mayor
City of Banning

**ATTEST:**

Caroline Patton, Administrative City Clerk
City of Banning

**APPROVED AS TO FORM:**

Serita Young, City Attorney
Richards, Watson & Gershon

**CERTIFICATION:**

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-98, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of June 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:** **June 25, 2024**

**SUBJECT:** **Consideration of Resolution 2024-99, Approving Amendment No. 1 to the Services Agreement with Yunex, LLC., in the Amount of $25,000 for FY 2024/2025 Citywide Traffic Signal Maintenance Services**

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## RECOMMENDATION:

Adopt Resolution 2024-99.

## BACKGROUND:

The City owns traffic signals and related devices (e.g., signal controllers; poles and lights; video detection; loop detectors; battery backup systems; etc.) for the following intersection locations:

- Ramsey Street & Hargrave Street
- Ramsey Street & Sunset Avenue
- Ramsey Street & 4th Street
- Ramsey Street & 8th Street
- Ramsey Street & 22nd Street
- Ramsey Street & San Gorgonio Avenue
- Ramsey Street & Hathaway Street
- Wilson Street & Mountain Avenue

On May 23, 2023, through ProcureNow and advertisement in the local newspaper, City staff released a solicitation for proposals from qualified contractors to provide maintenance and repair services for eight (8) traffic signals throughout the City of Banning for a term of one (1) year with the option to renew four (4) additional signal year periods.

The Scope of Work included routine monthly traffic signal maintenance services with call outs and repairs occurring on an as needed basis as described in detail in the attached maintenance agreement. The contractor is required to furnish all labor, tools, materials, and equipment to provide traffic signal maintenance and ensure compliance will all Federal, State and local regulations.

The opportunity closed on June 13, 2023 and in response a total of 4 bids were received and validated by Purchasing staff. Subsequently, a committee of three (3) members was assembled to evaluate the proposals based on qualifications, pricing, experience, professional references, approach and methodology. As a result, staff recommended the award of an agreement which was administratively processed for the first year in the amount of $25,000.

Upon annual review of services, staff recommends a contract extension through the processing of Amendment No. 1 for a one-year period in the amount of $25,000. In addition to the above listed locations, following the approaching expiration of two traffic signal maintenance development agreements during this upcoming year, two locations shall be included:

- Wilson Street & Apex Street (beginning February 2025)
- Wilson Street & Highland Home Road (beginning March 2025)

Based on the initial bid, pricing shall be held for a two (2) year period; therefore, no cost increase was applied for the extended term. If approved, the total agreement including approval under this resolution will amount to $50,000 with the remaining option to renew three (3) additional single years.

**JUSTIFICATION:**

The Public Works Department does not have the required staff needed to maintain traffic signals, therefore; it is necessary to retain a contractor to provide these services. Upon evaluating the existing services provided by Yunex, staff recommends the contract renewal and processing of Amendment No. 1. If approved, three (3) additional single year renewals remain.

**FISCAL IMPACT:**

Amendment No. 1 will increase the traffic signal maintenance services agreement in the amount of $25,000 which will be funded by the operational budget of the Street Division, Account 100-4900-413.30-09 (Repair/Maintenance- Traffic Signals). This is budgeted in the Biennial Operating Budget.

**ALTERNATIVES:**

1. Adopt Resolution 2024-99 as recommended.
2. Adopt Resolution 2024-99 with modifications.
3. Do not approve Resolution 2024-99 and provide alternative direction to staff. City Council may choose to reject this action which may result in an interruption of services.

**ATTACHMENTS:**

1. Resolution 2024-99, Yunex Traffic Signal Maint.docx
2. Exhibit A - Amend No.1 Yunex C00857.docx
3. Attach 2-Rate Schedule.pdf
4. Attach 3_OrigAgree.pdf

**RESOLUTION 2024-99**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH YUNEX, LLC IN THE AMOUNT OF $25,000 FOR FISCAL YEAR 2024/2025 CITYWIDE TRAFFIC SIGNAL MAINTENANCE**

**WHEREAS**, on May 23, 2023, through ProcureNow and advertisement in the local newspaper, City staff released a solicitation for proposals from qualified firms to provide maintenance and repair services for eight (8) traffic signals throughout the City of Banning for a term of one (1) year with the option to renew four (4) additional signal year periods; and

**WHEREAS**, in August of 2023 an agreement in the amount of $25,000 was administratively approved and awarded to Yunex, LLC., following the formal bid process and bid evaluation; and

**WHEREAS**, under this approval, Amendment No. 1 will extend the term of the agreement for a one (1) year period and increase the traffic signal maintenance services agreement for FY 2024/2025 in the amount of $25,000; and

**WHEREAS**, Amendment No. 1 will be funded by the operational budget of the Street Division, Account 100-4900-413.30-09 (Repair/Maintenance-Traffic Signals).

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

SECTION 1. The City Council approves Amendment No. 1 to the Citywide Traffic Signal Maintenance Agreement with Yunex, LLC., extending the term for a one (1) year period and increasing the contract for an additional amount of $25,000 for Fiscal Year 2024/2025.

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. City Council authorizes the City Manager to make necessary non-substantive changes and to execute Amendment No. 1 with Yunex, LLC., for Fiscal Year 2024/2025.

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

**PASSED, APPROVED AND ADOPTED** this 25th day of June 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 2024-99, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of June 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

**Exhibit A**
Amendment No. 1 with Yunex, LLC.,
FY 2024/2025 Citywide Traffic Signal Maintenance Services

**AMENDMENT NO. 1 TO THE AGREEMENT (C00857) FOR CITY WIDE TRAFFIC SIGNAL MAINTENANCE SERVICES BY AND BETWEEN CITY OF BANNING AND YUNEX, LLC**

**THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES** ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and YUNEX, LLC., A Delaware Limited Liability Company, ("Contractor") is effective as of this day: _____.

**RECITALS**

A. City and Contractor entered into that certain Contract dated August 17, 2023 for the purpose of providing traffic signal maintenance services ("Agreement") following Request for Proposal (RFP 23-030).

B. City and Contractor now desire to amend the Agreement to extend the Term of the Agreement to August 31, 2025, and increase the Contract Sum to Fifty Thousand Dollars ($50,000.00).

The Parties therefore agree follows:

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

1.1 The maximum compensation for the Services performed pursuant to this Amendment No. 1 shall not exceed Twenty-Five Thousand Dollars ($25,000.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to Fifty Thousand Dollars ($50,000.00).

1.2 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through August 31, 2025, unless sooner terminated or extended as provided in the Agreement.

2. Miscellaneous Provisions

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

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

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

2.3 Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

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

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

**[*SIGNATURE PAGE FOLLOWS*]**

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

| CITY OF BANNING | CONTRACTOR |
|---|---|
| Douglas Schulze,<br>City Manager | NAME:<br>TITLE: |
| City Council Approval: _____ | NAME:<br>TITLE: |
| ATTEST: | |
| Caroline Patton<br>Administrative City Clerk | |
| APPROVED AS TO FORM:<br>Richards, Watson & Gershon | |
| Serita R. Young<br>City Attorney | |

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

## PRICE PROPOSAL FORM

All proposals submitted shall have a stated dollar bid amount for providing the services outlined in the Scope of Services. All proposals shall include a full and complete breakdown of all the costs, and proposed fees including but not limited to hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, miscellaneous fees, etc., and include a Grand Total Amount to complete this project and fulfill the entire scope of services herein.

### BID SCHEDULE – TRAFFIC SIGNAL MONTHLY MAINTENANCE AND REPAIR SERVICES

Monthly routine maintenance services shall include routine inspection, preventative maintenance and repairs of traffic signal systems, interconnect, safety lights and illuminated street name signs, per intersection, per month.

| ITEM NO. | DESCRIPTION OF ITEM | MONTHLY UNIT PRICE | ANNUAL PRICE |
|---|---|---|---|
| 1. | Ramsey Street & Hargrave Street Routine Monthly Maintenance Services | **$81.00** | **$972.00** |
| 2. | Ramsey Street & Sunset Avenue Routine Monthly Maintenance Services | **$81.00** | **$972.00** |
| 3. | Ramsey Street & 4th Street Routine Monthly Maintenance Services | **$81.00** | **$972.00** |
| 4. | Ramsey Street & 8th Street Routine Monthly Maintenance Services | **$81.00** | **$972.00** |
| 5. | Ramsey Street & 22nd Street Routine Monthly Maintenance Services | **$81.00** | **$972.00** |
| 6. | Ramsey Street & San Gorgonio Avenue Routine Monthly Maintenance Services | **$81.00** | **$972.00** |
| 7. | Ramsey Street & Hathaway Street Routine Monthly Maintenance | **$81.00** | **$972.00** |
| 8. | Wilson Street & Mountain Avenue Routine Monthly Maintenance Services | **$81.00** | **$972.00** |

**TOTAL BID AMOUNT IN FIGURES – SCHEDULE I** **$648.00 (Monthly) or $7,776.00 (Annually)**

**TOTAL BID AMOUNT IN WORDS – SCHEDULE I**: **Six Hundred Forty Eight Dollars and Zero Cents (Monthly) or Seven Thousand, Seven Hundred Seventy Six Dollars and Zero Cents (Annually)**

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Contractor shall provide a separate rate schedule identifying staff members' hourly rates, equipment, reimbursable expenses and/or rates, mileage and/or travel cost, etc.

| Description of Employee, Equipment or Materials (Required) | Hourly Rate or Unit Rate (Required) | Hours worked (if applicable) | Total Cost (if applicable) |
|---|---|---|---|
| See next page | $ See next page | TBD | $ See next page |
| | $ | | $ |
| | $ | | $ |
| | $ | | $ |
| | $ | | $ |
| | $ | | $ |
| | $ | | $ |
| | $ | | $ |
| | $ | | $ |

YUNEX TRAFFIC

# City of Banning
# Traffic Signals Maintenance & Repair Services
# Cost Schedule

## Labor Rates

| Item Description | Unit | Regular Time | Overtime | Premium Time |
|---|---|---|---|---|
| Foreman | Hourly | $138.00 | $173.00 | $208.00 |
| Traffic Signal Technician – Field | Hourly | $131.00 | $162.50 | $193.50 |
| Traffic Signal Technician – Lab | Hourly | $131.00 | $162.50 | $193.50 |
| Laborer | Hourly | $105.00 | $149.25 | $149.25 |

**Regular, Overtime, and Premium time explanation:**

- Regular Hours are Monday thru Friday (excluding holidays) from 7:30am to 4:00pm.
- Overtime Hours are Monday thru Friday after these work hours for the first four straight hours on any job as well as Saturday for the initial 8 working hours.
- Premium Hours are Monday thru Friday after four hours of OT on any one job, Saturdays after 8 hours on any one job, all day Sunday starting at 12:00am until Monday at 7:30am and all holidays starting at 12:00am until the next morning at 7:30am.

## Equipment Rates

| Item Description | Unit | Unit Price |
|---|---|---|
| Service Truck | Hourly | $29.00 |
| Bucket Truck | Hourly | $32.00 |
| Crane Truck | Hourly | $65.00 |
| Arrow Board | Hourly | $5.00 |
| Air Compresser with tools | Hourly | $5.00 |

## Material Markup

| Item Description | % |
|---|---|
| Material Markup | 10% |

## Miscellaneous Items

| Item Description | Unit | Unit Price |
|---|---|---|
| Type E Loop (6' Round) | Each | $650.00 |
| CMU Testing | Each | $160.00 |

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# AGREEMENT FOR CITY WIDE TRAFFIC SIGNAL MAINTENANCE SERVICES (C00857)

THIS AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE SERVICES (herein "Agreement") is entered into this day: 8/17/2023, ("Effective Date") by and between the CITY OF BANNING, a California municipal corporation ("City") and, YUNEX, LLC., a Delaware Limited Liability Company, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

## RECITALS

A. Following submission of a proposal or bid for the performance of traffic signal maintenance services, as particularly defined and described in Article 1 of this Agreement, the Consultant was selected by City to perform those services.

B. The Parties desire to enter this Agreement in order to set forth terms and conditions under which Consultant will perform the traffic signal maintenance services referenced in Recital "A". above.

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, in accordance with all terms and conditions of this Agreement, and to City's reasonable satisfaction ("Services.") 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 in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works," Consultant shall comply in all

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respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit "B" hereto.

1.2 Contract Documents and Exhibits.

This Agreement includes this document, **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), and **Exhibit C** (Schedule of Compensation) . In the event of any conflict between this document and any Exhibit hereto, the provisions of this document shall govern.

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.

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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 maintenance schedule set forth in the Scope of Services, 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, 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.

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

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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 |
|---|---|
| David P. Heermance | 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

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set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

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

## ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in **Exhibit C-1** and the not-to-exceed sub-budget rates set forth in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. In no event shall Consultant be paid more

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than Twenty-Five Thousand Dollars ($25,000.00) (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.

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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 monthly and call-out Services as set forth in the Scope of Services, Exhibit "A", hereto..

3.3 Force Majeure.

The maintenance schedule specified in the Scope of Services may be adjusted 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 adjust the maintenance schedule 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 and/or adjustment of the maintenance schedule, pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date through August 31, 2024, unless sooner terminated as provided in Article 6 of this Agreement or extended by written agreement of the Parties or as provided in Sections 1.8 and 3.3 of this Agreement. This Agreement may be extended for four (4) succeeding terms of one (1) year each by the written agreement of the Parties. The maximum term and any subsequent amendment or modification to the term shall not exceed five (5) years.

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## 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. If a claims-made policy is provided, it shall be endorsed with an extended reporting period of not less than three (3) years, or shall be maintained in full force and effect for three (3) years, following final payment to Consultant hereunder.

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

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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, excepting the professional liability policy, 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

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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 Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, defend, 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, stop notices, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, 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 professional services under this Agreement.

2) Other Indemnities. Other than in the performance of professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, stop notices, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall

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reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

3) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.3.

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

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

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

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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.

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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

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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.

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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 Services actually provided 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

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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,

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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<br>Public Works Director<br>City of Banning<br>99 East Ramsey Street<br>Banning, California 92220<br>Email: avela@banningca.gov |
| With a courtesy copy to: | Kevin G. Ennis, City Attorney<br>Richards, Watson & Gershon<br>350 South Grand Avenue, 37th Floor<br>Los Angeles, California 90071<br>Email: kennis@rwglaw.com |
| If to Consultant: | Attn: David P. Heermance, President<br>Crosstown Electrical & Data, Inc.<br>5454 Diaz Street<br>Irwindale, CA 91706<br>Email: dave@crosstowndata.com |

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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.

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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

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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 **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]**

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

| CITY OF BANNING | | CONSULTANT | |
|---|---|---|---|
| 8/17/2023 | | Michael Hutchens 8/16/2023 | |
| Douglas Schulze,<br>City Manager | Date | NAME: Michael Hutchens<br>TITLE: Western Operations Manager | Date |
| | | NAME:<br>TITLE: | Date |
| ATTEST: | | | |
| 8/17/2023 | | 86-2136678 | |
| Caroline Patton<br>Deputy City Clerk | Date | Tax ID No. | |
| | | Address:<br>2250 Business Way<br>Riverside, CA 92501<br>USA | |
| | | City Council Approval: n/a | |

**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. Consultant will perform the following Services in connection with providing City Wide Traffic Signal Maintenance prepared in connection therewith:**

**II.** As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:

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YUNEX TRAFFIC

June 13th, 2023

Ms. Barbara Mason
Purchasing Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

**RE: Proposal for: Traffic Signals Maintenance & Repair Services (RFP-23-030)**

Ms. Mason,

Yunex LLC would like to express our sincere appreciation for the opportunity to participate in the proposal process for providing Traffic Signals Maintenance & Repair Services for the City's traffic signal system. The prices and terms stated in our proposal package will remain in effect for 90-days from the date of submission, June 13th, 2023.

Yunex LLC is a corporation, incorporated in the State of Delaware on February 17th, 2021. Our federal tax employer I.D. number is 86-2136678 and our corporate address is 9225 Bee Cave Road, Building B, Austin, TX 78733.

Yunex LLC is an electrical contracting firm who is a California licensed A & C-10 contractor (CA License #1080007) and is also a registered Public Works Contractor (DIR No. 1000815000), who provides leading edge technology for the fast-paced Intelligent Transportation Systems world. Whether providing maintenance services, controllers, controller firmware, central systems, system analysis, design, or integration, Yunex LLC brings innovative and reliable solutions to customers.

Yunex LLC has reviewed the Scope of Work in the RFP and Sample Professional Services Agreement and will list our Legal Exceptions and Assumptions within our Proposal for the City's review/consideration.

During the evaluation, if there are any questions regarding this proposal, please feel free to contact either of us using the contact information listed below. We look forward to serving the needs of the City of Banning and would like to thank you in advance for your consideration.

Respectfully,

Yunex LLC

Steven Teal
Director of Service
2250 Business Way
Riverside, CA 92501
(951) 784-6600 Office
(951) 784-6700 Fax
steven.teal@yunextraffic.com

Yunex LLC

Michael J. Hutchens
West Operations Manager
2250 Business Way
Riverside, CA 92501
(951) 784-6600 Office
(951) 784-6700 Fax
michael.hutchens@yunextraffic.com

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# A. Statement of Understanding and Approach

**Understanding**




It is our understanding that the City Banning is seeking a qualified traffic signal maintenance firm to provide Traffic Signals Maintenance and Repair Services. The selected service company will be responsible for providing a continuing, comprehensive, routine, and extraordinary maintenance program for the City's equipment. The City's expectation is that the maintenance program will reduce the incidence of malfunctions, reduce complaints, promote safety, and proactively extend the longevity of the equipment, thus reducing the overall operating cost for the City's traffic signal system.

Our goal is always to exceed our customer's expectations. We have a broad range of experienced personnel including IMSA and NEC certified Traffic Signal Maintenance personnel. The technician assigned to this contract has over 20 years of experience managing and maintaining traffic signal systems and related ITS equipment.

Our local traffic signal laboratories (Riverside, CA) provide a full range of technical services including complete controller/cabinet testing, repair, and conflict monitor testing/certification. Services for this contract include the provision of appropriately trained personnel and equipment necessary to perform maintenance activities as outlined in your RFP.

We understand that the general Scope of Work to be done consists of routine preventative maintenance and repair of your traffic control systems as well as general and emergency repairs of the same. These services will provide your city with safe and efficient operations. Yunex Traffic will have available and readily accessible, qualified personnel, tools, equipment, facilities, and material required to perform all work necessary for the maintenance of the City's traffic signal systems, as outlined in the Scope of Work and in compliance with current City and State standards.

**Our Approach / Emergency Response Times**

To be able to respond immediately to emergency calls, Yunex Traffic's field technicians are authorized to take their work vehicles home daily. All work vehicles are stocked with proper field equipment so he/she may sufficiently address most problems they encounter while responding.

Emergency response call outs and unscheduled repairs are initiated by calling our toll-free emergency phone number, **1-800-229-6090.** A live dispatcher will be available 24 hours a day, 7 days per week, 365 days per year. Our dispatcher will create a work order in our visual planning board and once the work order is released, it will immediately transfer to our technician's queue on their mobile device. As part of our quality control practice, our dispatcher will follow up with a phone call to our technician to confirm that he/she is in receipt of the call out/work order. For emergency calls, the technician will arrive at the site **within two (2) hours** to assess and correct the reported problem. Once the problem is corrected, the technician will inform the city of the repair actions.

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**Scope of Work**

It is always the goal of Yunex Traffic to tailor our services around our customer's needs. We understand that throughout the term of a contract, those needs may change. We approach all our contracts with the same vision; build a partnership with the City's staff and work towards achieving common goals set forth through that partnership. We realize that this is an ever-evolving process and that is why we believe that the only successful route is through establishing common goals. This methodology and a commitment to service will be applied to every aspect of our services for the City of Banning.

**Routine Maintenance**

We will execute a comprehensive monthly routine maintenance program as outlined in the City's Scope of Work, as recommended by the manufacturer, and as listed below. Yunex Traffic will also maintain, at the same unit price, additional traffic signals and appurtenant devices as they are installed or become a part of the maintenance requirements of the city.

Yunex Traffic technicians will, at a minimum, perform the following tasks on the City's traffic signal system monthly:

- Routine maintenance is typically scheduled by the technician as they are more aware of the geography of the area. He will take into consideration contract requirements and your preference when scheduling routine preventive maintenance.
- Once our technician arrives at the location, he will complete a job hazard analysis (JHA) determining any potential hazards at the location. Following the JHA, he/she will secure the area with proper traffic control as referenced in the most recent edition of the W.A.T.C.H. Handbook and in accordance with the city's traffic control requirements.
- Our technician will clean and vacuum the controller and battery backup cabinets (if equipped) and ensure the cabinet vents are un-obstructed, the air filter is clean, properly inserted, and secure (air filters will be replaced semi-annually). During this process, your Yunex Traffic technician will perform the following checks inside the controller cabinet:
    - Confirm the controller cabinet is securely mounted to the foundation and inspect the seal for deterioration. Excessive dampness and plant/animal intrusion inside the controller cabinet will be reported to the city and repaired immediately.
    - Verify fan operation and ensure the thermostat is set to 96 degrees Fahrenheit and that there is sufficient airflow through the cabinet.
    - Inspect cabinet hardware (i.e., door gaskets, hinges, locks, etc.) for proper operation. All deficiencies will be repaired and reported to the city.



    - Inspect electrical components (i.e., relays, load switches, equipment displays and indications, flasher(s), rack-mount detectors, harness/connectors, service connections, system telemetry, communications system, cabinet grounding, GFCI receptacles, terminal connections cabinet lights and switches, CMU (interlock) door switch, the police panel switches, etc.) for proper operation and adjust, as necessary. We will also verify proper operation of all equipment displays and

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cabinet/controller indicator lamps. Deficiencies that pose a safety concern will be corrected immediately.

- Verify that controller software/firmware is up to date.

- Following the visual inspection, your Yunex Traffic technician will examine the functionality of the controller in relation to traffic at the intersection and confirm all phase and coordination timing is programmed correctly and is current based on the timing sheet located in the controller cabinet.
- In addition to monitoring phase actuation from vehicle/traffic, they will also confirm proper intersection cycling by manually placing vehicle/pedestrian calls on each phase through the cabinet test switches/controller keypad to verify controller servicing of each phase.
- Yunex Traffic technicians will ensure your controller's date and time is correct and we will adjust all controller clocks within 48 hours of time changes related to Daylight Savings Time. This also includes confirming the correct date and time in all Conflict Monitor Units and Malfunction Management Units (CMU/MMU) during each visit.
- Your Yunex Traffic technician will check the controller log buffers and investigate any faults that may have surfaced since the last maintenance visit.
- CMU's/MMU's can be tested annually with an MT-180 or equivalent conflict monitor tester. Individual test results will meet the city's documentation requirements and be available in each controller cabinet and an electronic file (USB) will be delivered to the city within 30 days after completing the testing. This test will also be documented on the routine maintenance log located in the controller cabinet. If requested, the cost for annual CMU/MMU testing will be billed as noted on the Price Proposal.
- The technician will confirm all detector loop cables are correctly identified, connected to the correct vehicle detector field terminals, and that a call is placed on the correct detector input, and that the input places a call on the correct controller phase. We will adjust or re-tune detector amplifiers and correct substandard splices, as necessary. Loops requiring re-seal or replacement will be documented and reported to the city immediately. Loop replacement cost will be billed as noted on the Price Proposal.
- If the intersection is equipped with video/radar detection our technician will verify that detection zones are properly structured. They will also verify proper camera operation by monitoring the vehicle call on the video processor unit and confirm that the calls are registering in the controller and actuating the correct phase in the controller. The technician will verify that detection system software has been properly updated. Video Detection lens cleaning can be done, if requested, on a time/material basis.
- If equipped, your Yunex Traffic technician will confirm operation of all preemption devices (i.e., railroad, emergency vehicle preemption (EVP), fire station preemption, etc.). Annual Optical detector lens cleaning can be done, if requested, on a time/material basis.
- Inspect CCTV cameras for correct operation and for damage to wiring or housing. Inspection and lens cleaning can be done, if requested, on a time/material basis.
- If equipped, your Yunex Traffic technician will also test your interconnect systems to maintain existing operation and will notify you of any deficiencies.
- If equipped, your Yunex Traffic technician will check the battery back-up systems / uninterruptible power supplies

Our technicians are extremely knowledgeable with the installation, handling, and testing of interconnect and **fiber optic** systems.

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(UPS) including checking / logging the battery and load levels. In addition, we will confirm all battery connections to ensure they are clean and secure. If requested, we can perform testing by electrical bypass for proper operation, which will be billed on a time/material basis. We will report any batteries that require replacement immediately. All events and run time will be documented inside each controller cabinet.

- If requested, Yunex Traffic can perform a night check of all safety lights and illuminated street name signs (IISNS). Our findings will be submitted to the city and required repairs will be made according to the time & material rates. Monthly night checks can be done, if requested, on a time/material basis.
- Our technician will walk the intersection (clockwise and counterclockwise) and visually inspect all poles, signal heads, pedestrian signals, associated framework, and signal mounted signs for proper operation, alignment, and broken or missing parts. During this process, your Yunex Traffic technician will perform the following checks outside of the controller cabinet:
    - Depress all pedestrian push buttons and observe proper timing and display.
    - Visually inspect the loops for sufficient sealant or exposed loop wires.
    - Inspect pull boxes, pull box lids and hand-hole covers. Missing covers/lids will be replaced immediately.
    - Visually inspect all signal doors, back plates, and visors and confirm they are secure.
    - Remove unauthorized signs, stickers, and posters that can be easily removed from traffic signal poles and the controller cabinet. Graffiti will also be removed within twenty-four (24) hours of notification.
    - Prepare a list of locations where painting may be necessary, which will be submitted to the City for approval. Painting rates can be provided upon request.




- The technician will lubricate cabinet door locks and padlocks quarterly, unless required sooner.
- Maintain an inventory list of all equipment in the controller cabinet at each location. This list will also be updated electronically and provided to the city yearly in a Microsoft Excel spreadsheet, or as requested.
- Your Yunex Traffic technician will document all maintenance activities on the city approved Preventative Maintenance checklist, on the cabinet log, and in their mobile device which is wirelessly communicating to our maintenance server enabling our customers to view all progress in virtually real-time.

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**Extraordinary Services**
In addition to the Preventative Maintenance program, we will provide other Extraordinary Services such as scheduled repairs, emergency response and technical support services to the City's traffic signal systems in accordance with City requirements and as listed below.



Our Extraordinary and Emergency Response Services include, but not limited to, the following services:



- Downed signal heads, poles, signal on flash, signal blackout, burned out lamps, damaged controllers and cabinets, damaged illuminated street name signs, damaged inductive loops, sensing elements, pedestrian push buttons, electroliers, pedestrian signal heads, wiring, and other operational equipment related issues.
- Assisting the City for special events or for City construction projects, as necessary to implement revised traffic signal timing and phasing for changed traffic conditions. If requested, prepare punch list items, and follow through with city representative to ensure a successful completion.
- Perform overhead maintenance on traffic signals, safety lighting, street name and regulatory signs, video detection cameras and Opticom systems.
- Provide support for underground maintenance including conduit repair or replacement, wire inspection and installation, and interconnect installation.
- Repair, replace or otherwise render in good working order all defective parts of the traffic signal equipment with like make and model parts. Whenever equipment is removed, the city representative will be notified within twenty-four (24) hours.

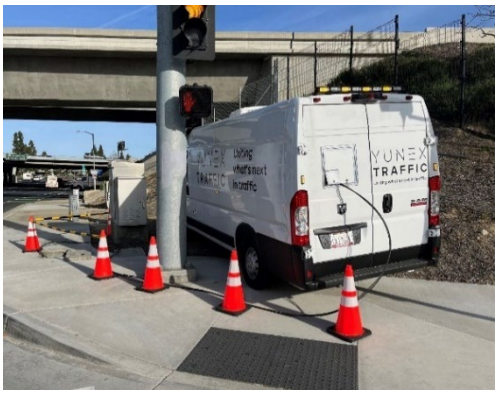


- USA Dig Alert – Locating services using **in-house locators**.
    - Yunex Traffic will respond to all **Underground Service Alert (USA)** requests/notices or at the request of city staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduits, interconnect facilities, loops, safety light conduits, and other appurtenant equipment which might conflict with other right-of-way construction or repairs. Our technicians are equipped and certified with the proper locating devices provided by Metrotech.

- **Fiber Optic** related maintenance services such as: Installation, splicing, terminations, troubleshooting, on-reel testing, and integration.








- **Signal Loop Replacement**. Yunex Traffic is the **only** maintenance provider who performs Loop replacements in-house.




Yunex Traffic will notify the City prior to any traffic signal deactivations that may be necessary to provide the required services. Traffic signal shutdowns will not be scheduled without the approval of an authorized representative of the City. Also, Yunex Traffic will not proceed with any extraordinary repairs without authorization from the city, unless it is a matter of public safety.

**Spare Equipment**
Yunex Traffic has over $1,500,000 in spare inventory and available to the City of Banning:

- 25 – NEMA controllers (such as Econolite ASC/2S-2100, ASC/3-2100, Cobalt, McCain, and many others)
- 25 – 24VDC Power Supply
- 25+ – MMU/CMU from various manufacturers
- 150 – Load Switches
- 6 – Type P controller cabinets
- 3 – 332 controller cabinets
- 250+ – Replacement LED Lamps (Red/Yellow/Green) and LED pedestrian signals
- 50 – ADA compliant pedestrian activation buttons
- 25+ - Battery Backup Batteries (sizes/manufacturers vary)
- 20+ – Streetlight luminaires of various manufactures and wattages
- 25+ - Several types/sizes of Marbelite concrete streetlight poles

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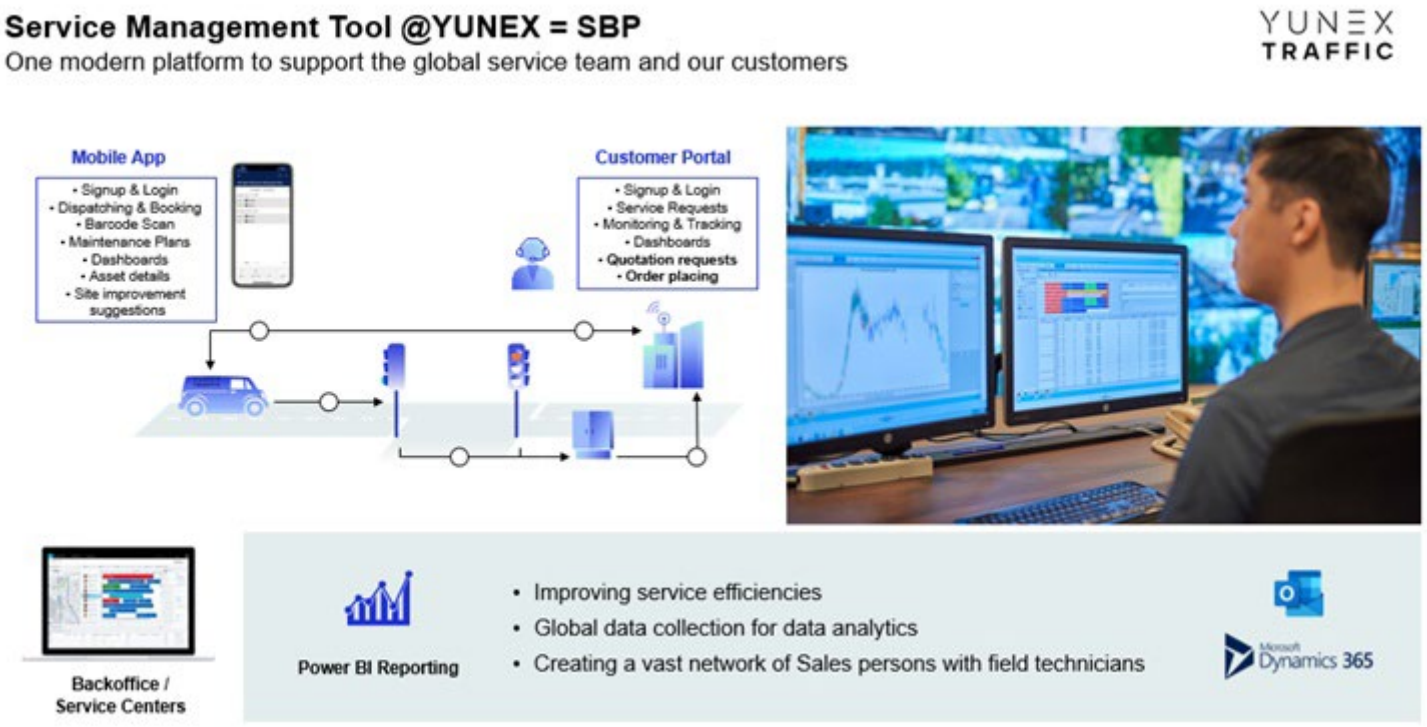
**On-Line Portal (Service Business Platform @ITS)**

Yunex Traffic has rolled out a new service tool called SBP (Service Business Platform), which is a proprietary management system designed to effectively manage all service order progress, remotely update our ERP system (SAP) and as work is performed.

- SBP allows us to monitor many key performance items such as time arrived onsite, time of completion, materials used, and vehicle/equipment used.
- SBP keeps historical records for every location which allows the technicians an additional resource when troubleshooting.
- When creating a new service request, the SBP will query the location history and will flag the order if it appears to be a repeated call out or duplicate order.
- Technicians transmit response and routine maintenance items in real-time using IOS or Android devices.
- The contractual Scope of Work and all maintenance activities are also available for technicians to review to ensure all tasks are completed within the specified timeframe.
- Customer specific checklists for routine preventative maintenance will be available to the technicians so all required tasks are completed, per your Scope of Work.



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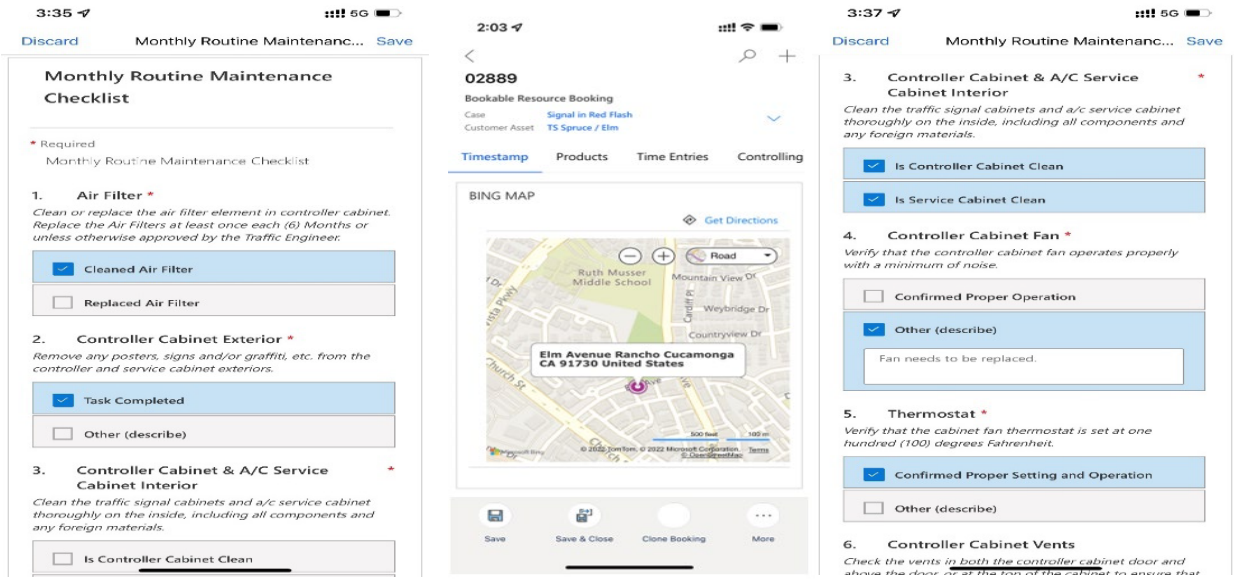
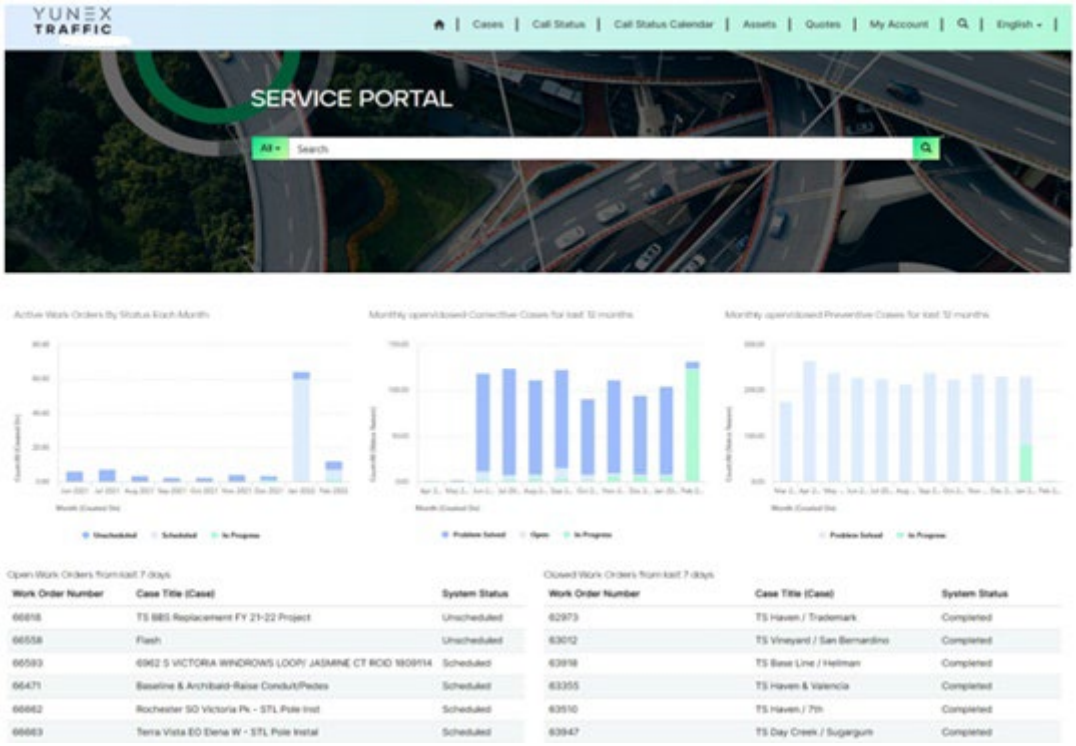



## Customer Portal

The SBP Customer Portal gives our customers access to:

- Monitor real-time status of routine maintenance and service calls
- Location history (sort/filter by date, location, call type, etc.)
- Overall historical maintenance and repair data
- Real-time equipment inventories, maps, and event reporting
- Asset management (including digital photographs, GIS data, etc.)



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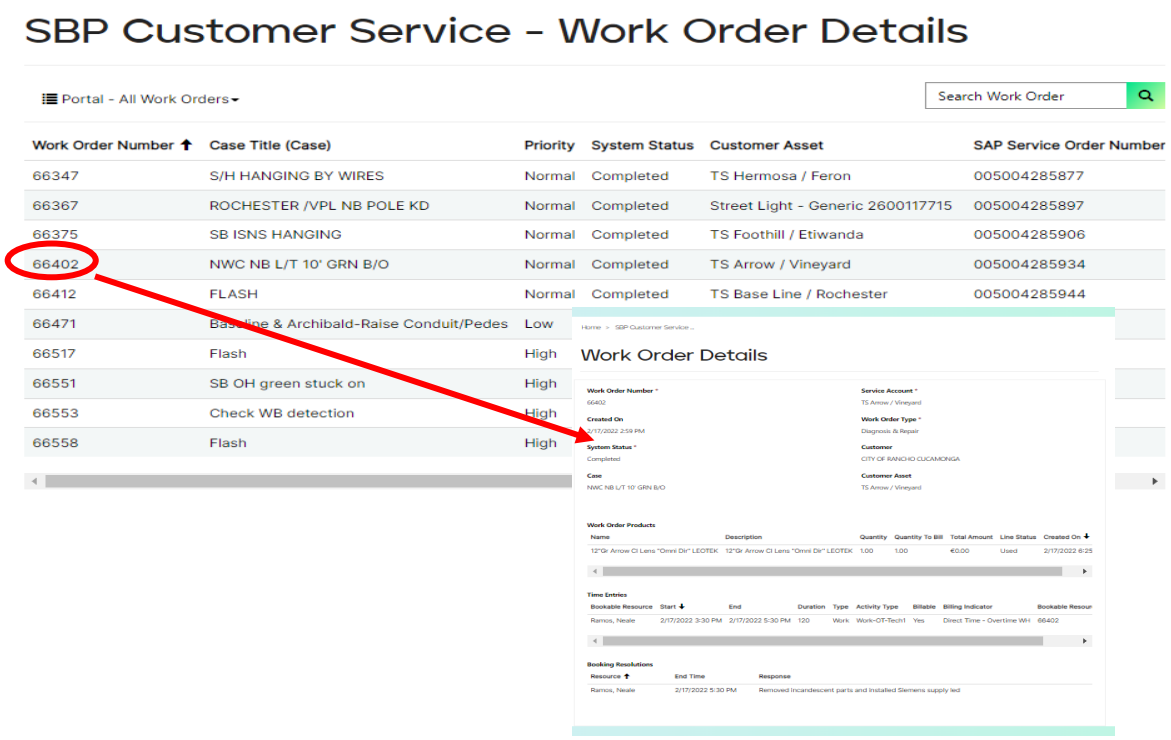


**Tracking as Related to Invoicing**

In addition to our Customer Portal, you will receive a monthly detailed billing report with each invoice that lists labor and equipment hours billed for each service order.

**TS B - Merrill / Bloomington / Riverside**

Date Completed: **Fri, MAR/18/2016 01:00** Work Order #: **5002764108** Debit Memo Req. **3801177197**

Description: **NEC POLE KD * CALLER: PD**

Response: **REMOVED DAMAGED EQUIPMENT. DRILLED & INSTALLED NEW 1D POLE, TV2T, TWO 3 SEC. PV HEAD S WITH ARROW LENSES, 2 R, 2 Y & 2 G PV LEDS, COUNT-DOWN COMBO M8 LED. RE-USED PEDHEAD & PPB ASSY. REPLACED PPB AND DIRECTIONAL PLATE. OLD S/H WEREN'T PROGRAM. WILL FOLOW UP WITH BALL LENSES & PROGRAM S/H'S IF CITY WANT THEM PROGRAMMED.**

| Item: | Qty and Unit Cost | Extra Charges | Routine Maint. | |
|---|---|---|---|---|
| ELECTRICIAN (RT) | 12.000 H @ per H | $ | $ 0.00 | |
| ELECTRICIAN (OT) | 8.000 H @ per H | $ | $ 0.00 | |
| ELECTRICIAN (PT) | 6.000 H @ per H | $ | $ 0.00 | |
| SERVICE BUCKET TRUCK | 26.000 H @ per H | $ | $ 0.00 | |
| MATERIALS | 1 PC @ per PC | $ | $ 0.00 | |
| | Visit Total | $ | $ 0.00 | |
| | Total | $ | $ 0.00 | $ |

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**III.** In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

a. In-person meetings and/or teleconferences.

b. Email updates/questions to applicant team and City while reviews are underway.

c. Conference calls.

**IV.** All work product is subject to review and acceptance by City, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

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# 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.

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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**_____

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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.

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# EXHIBIT "C"
# SCHEDULE OF COMPENSATION

**I. Consultant shall perform the tasks ("Tasks") not to exceed the rates in Exhibit "C1-1"**

**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.

**IV. Consultant's billing rates for all personnel are attached as Exhibit C-1.**

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# EXHIBIT "C-1"
# CONSULTANT'S BILLING RATE AND TASK SCHEDULE

YUNEX TRAFFIC

**PRICE PROPOSAL FORM**

All proposals submitted shall have a stated dollar bid amount for providing the services outlined in the Scope of Services. All proposals shall include a full and complete breakdown of all the costs, and proposed fees including but not limited to hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, miscellaneous fees, etc., and include a Grand Total Amount to complete this project and fulfill the entire scope of services herein.

**BID SCHEDULE – TRAFFIC SIGNAL MONTHLY MAINTENANCE AND REPAIR SERVICES**

Monthly routine maintenance services shall include routine inspection, preventative maintenance and repairs of traffic signal systems, interconnect, safety lights and illuminated street name signs, per intersection, per month.

| ITEM NO. | DESCRIPTION OF ITEM | MONTHLY UNIT PRICE | ANNUAL PRICE |
|---|---|---|---|
| 1. | Ramsey Street & Hargrave Street Routine Monthly Maintenance Services | $81.00 | $972.00 |
| 2. | Ramsey Street & Sunset Avenue Routine Monthly Maintenance Services | $81.00 | $972.00 |
| 3. | Ramsey Street & 4th Street Routine Monthly Maintenance Services | $81.00 | $972.00 |
| 4. | Ramsey Street & 8th Street Routine Monthly Maintenance Services | $81.00 | $972.00 |
| 5. | Ramsey Street & 22nd Street Routine Monthly Maintenance Services | $81.00 | $972.00 |
| 6. | Ramsey Street & San Gorgonio Avenue Routine Monthly Maintenance Services | $81.00 | $972.00 |
| 7. | Ramsey Street & Hathaway Street Routine Monthly Maintenance | $81.00 | $972.00 |
| 8. | Wilson Street & Mountain Avenue Routine Monthly Maintenance Services | $81.00 | $972.00 |

**TOTAL BID AMOUNT IN FIGURES – SCHEDULE I** $648.00 (Monthly) or $7,776.00 (Annually)

**TOTAL BID AMOUNT IN WORDS – SCHEDULE I:** Six Hundred Forty Eight Dollars and Zero Cents (Monthly) or Seven Thousand, Seven Hundred Seventy Six Dollars and Zero Cents (Annually)

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YUNEX TRAFFIC

# City of Banning
# Traffic Signals Maintenance & Repair Services
# Cost Schedule

## Labor Rates

| Item Description | Unit | Regular Time | Overtime | Premium Time |
|---|---|---|---|---|
| Foreman | Hourly | $138.00 | $173.00 | $208.00 |
| Traffic Signal Technician – Field | Hourly | $131.00 | $162.50 | $193.50 |
| Traffic Signal Technician – Lab | Hourly | $131.00 | $162.50 | $193.50 |
| Laborer | Hourly | $105.00 | $149.25 | $149.25 |

**Regular, Overtime, and Premium time explanation:**

- Regular Hours are Monday thru Friday (excluding holidays) from 7:30am to 4:00pm.
- Overtime Hours are Monday thru Friday after these work hours for the first four straight hours on any job as well as Saturday for the initial 8 working hours.
- Premium Hours are Monday thru Friday after four hours of OT on any one job, Saturdays after 8 hours on any one job, all day Sunday starting at 12:00am until Monday at 7:30am and all holidays starting at 12:00am until the next morning at 7:30am.

## Equipment Rates

| Item Description | Unit | Unit Price |
|---|---|---|
| Service Truck | Hourly | $29.00 |
| Bucket Truck | Hourly | $32.00 |
| Crane Truck | Hourly | $65.00 |
| Arrow Board | Hourly | $5.00 |
| Air Compresser with tools | Hourly | $5.00 |

## Material Markup

| Item Description | % |
|---|---|
| Material Markup | 10% |

## Miscellaneous Items

| Item Description | Unit | Unit Price |
|---|---|---|
| Type E Loop (6' Round) | Each | $650.00 |
| CMU Testing | Each | $160.00 |

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## Project Schedule:

**Banning - Traffic Signals Maintenance & Repair Services - Proposed Schedule**

Project Lead: City of Banning
Start Date: 8/1/2023 Tuesday

| WBS | Tasks | Task Lead | Start | End | Duration (Days) | % Complete | Working Days | Days Complete | Days Remaining |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Monthly Preventative Maintenance | Yunex | 8/1/23 | 8/31/23 | 31 | | 23 | 0 | 31 |
| 1.1 | Extraordinary Maintenance (As-Needed) | | | | | | | | |
| 1.2 | Emergency Response (As-Needed) | | | | | | | | |
| 1.3 | Air Filter Replacement (Semi-Annually) | | | | | | | | |
| 2 | Monthly Preventative Maintenance | Yunex | 9/1/23 | 9/30/23 | 30 | | 21 | 0 | 30 |
| 2.1 | Extraordinary Maintenance (As-Needed) | | | | | | | | |
| 2.2 | Emergency Response (As-Needed) | | | | | | | | |
| 3 | Monthly Preventative Maintenance | Yunex | 10/1/23 | 10/31/23 | 31 | | 22 | 0 | 31 |
| 3.1 | Extraordinary Maintenance (As-Needed) | | | | | | | | |
| 3.2 | Emergency Response (As-Needed) | | | | | | | | |
| 4 | Monthly Preventative Maintenance | Yunex | 11/1/23 | 11/30/23 | 30 | | 22 | 0 | 30 |
| 4.1 | Extraordinary Maintenance (As-Needed) | | | | | | | | |
| 4.2 | Emergency Response (As-Needed) | | | | | | | | |
| 5 | Monthly Preventative Maintenance | Yunex | 12/1/23 | 12/31/23 | 31 | | 21 | 0 | 31 |
| 5.1 | Extraordinary Maintenance (As-Needed) | | | | | | | | |
| 5.2 | Emergency Response (As-Needed) | | | | | | | | |
| 6 | Monthly Preventative Maintenance | Yunex | 1/1/24 | 1/31/24 | 31 | | 23 | 0 | 31 |
| 6.1 | Extraordinary Maintenance (As-Needed) | | | | | | | | |
| 6.2 | Emergency Response (As-Needed) | | | | | | | | |
| 7 | Monthly Preventative Maintenance | Yunex | 2/1/24 | 2/29/24 | 29 | | 21 | 0 | 29 |
| 7.1 | Extraordinary Maintenance (As-Needed) | | | | | | | | |
| 7.2 | Emergency Response (As-Needed) | | | | | | | | |
| 7.3 | Air Filter Replacement (Semi-Annually) | | | | | | | | |
| 8 | Monthly Preventative Maintenance | Yunex | 3/1/24 | 3/31/24 | 31 | | 21 | 0 | 31 |
| 8.1 | Extraordinary Maintenance (As-Needed) | | | | | | | | |
| 8.2 | Emergency Response (As-Needed) | | | | | | | | |
| 9 | Monthly Preventative Maintenance | Yunex | 4/1/24 | 4/30/24 | 30 | | 22 | 0 | 30 |
| 9.1 | Extraordinary Maintenance (As-Needed) | | | | | | | | |
| 9.2 | Emergency Response (As-Needed) | | | | | | | | |
| 10 | Monthly Preventative Maintenance | Yunex | 5/1/24 | 5/31/24 | 31 | | 23 | 0 | 31 |
| 10.1 | Extraordinary Maintenance (As-Needed) | | | | | | | | |
| 10.2 | Emergency Response (As-Needed) | | | | | | | | |
| 11 | Monthly Preventative Maintenance | Yunex | 6/1/24 | 6/30/24 | 30 | | 20 | 0 | 30 |
| 11.1 | Extraordinary Maintenance (As-Needed) | | | | | | | | |
| 11.2 | Emergency Response (As-Needed) | | | | | | | | |
| 12 | Monthly Preventative Maintenance | Yunex | 7/1/24 | 7/31/24 | 31 | | 23 | 0 | 31 |
| 12.1 | Extraordinary Maintenance (As-Needed) | | | | | | | | |
| 12.2 | Emergency Response (As-Needed) | | | | | | | | |

**CITY OF BANNING**
**STAFF REPORT**

**TO:** **CITY COUNCIL**

**FROM:** **Douglas Schulze, City Manager**

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

**MEETING DATE:** **June 25, 2024**

**SUBJECT:** **Consideration of Resolution 2024-100, Awarding a Professional Services Agreement for Supervisory Control and Data Acquisition System Maintenance and Advisory Services to Tetra Tech, Inc. in the amount of $205,000**

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**RECOMMENDATION:**

Adopt Resolution 2024-100.

**BACKGROUND:**

The City of Banning owns and operates a water system and a sewer collections system. The water system includes twenty-two ground water wells, two booster stations, and twelve reservoirs across five pressure zones. The collections system currently has six sewer lift stations. To monitor and control these types of facilities, utilities typically rely on a telemetry system, referred to as a Supervisory Control and Data Acquisition (SCADA) system. Such a system uses sensors and programmable logic controllers to turn pumps on and off and to monitor flowrates, reservoir levels, and pressures. The user interface portion of the SCADA system typically includes graphics, trends, reports, and alarms to help operators make informed decisions about how to operate the systems.

As both the City and the City's water and wastewater system grows so does the need to have a consistent and reliable resource to assist the City in developing SCADA standards, identifying system enhancements including cybersecurity, developing maintenance plans and assisting the City with system maintenance and troubleshooting. The need for these support services resulted in the development of a Request for Proposals to solicit proposal from firms with the experience and qualifications to provide such services.

On February 9, 2024 the City released RFP 23-054, "SCADA Maintenance and Advisory Services" and closed the solicitation on March 22, 2024. As a result, the City received and evaluated three proposals with the following evaluation results:

| Consultant | Ranking |
|---|---|
| Tetra Tech, Inc. | 95 |
| Systems Integrated | 87 |
| ATSI | 85 |

Based on the rankings, staff is recommending award of a professional services agreement to Tetra Tech, Inc. in the amount of $205,000 to complete the scope outlined in the RFP. Staff's intent is to have the scope of work completed within two years for the purpose of spreading the expense incurred over such

period rather than one year.

**JUSTIFICATION:**

The City has a current need for services related to managing the water and wastewater SCADA system from a qualified and experienced consultant to ensure that the SCADA system is reliable and secure.

As a result of soliciting, receiving and evaluating proposal, staff recommends that City Council award a Professional Services Agreement to Tetra Tech, Inc. a reputable and qualified firm with the highest ranking response to the City's RFP solicitation.

**FISCAL IMPACT:**

If approved, the Professional Services Agreement with Tetra Tech, Inc. would be for an amount “not-to-exceed” $205,000. The required funding is available in the current fiscal year in following accounts:

Account No. 660-6300-471.33-11 (Water Fund: Professional Services): $153,750
Account No. 680-8000-454.33-11 (Wastewater Fund: Professional Services): $51,250

**ALTERNATIVES:**

Do not approve staff recommendation and/or provide alternative direction.

**ATTACHMENTS:**

1. Resolution 2024-100, SCADA Services Tetra Tech.docx
2. Exhibit A - C01043 PSA - Tetra Tech - SCADA Maint adn Advisory Services.pdf
3. Tetra Tech Proposal.pdf
4. Tetra Tech Price Proposal.pdf

**RESOLUTION 2024-100**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM MAINTENANCE AND ADVISORY SERVICES TO TETRA TECH, INC. IN THE AMOUNT OF $205,000**

**WHEREAS**, the City of Banning owns and operates a water system and a sewer collections system which includes twenty-two ground water wells, two booster stations, and twelve reservoirs across five pressure zones and six sewer lift stations; and

**WHEREAS**, a Supervisory Control and Data Acquisition (SCADA) system is utilized to monitor and control mechanical systems such as, but not limited to, reservoir levels, wells, flowrates and pressures; and

**WHEREAS,** City staff has identified the need for consulting services to provide assistance in maintaining and improving the SCADA system; and

**WHEREAS,** through the solicitation of a Request for Proposals, the City received and evaluated three proposals which resulted in Tetra Tech, Inc. submitting the highest ranked proposal; and

**WHEREAS,** staff has recommended the approval of a Professional Services Agreement with Tetra Tech, Inc. in the amount of $205,000 which will be funded by the Water Fund 660 (75%) and the Wastewater Fund 680 (25%), both which have available funding in Fiscal Year 2023/2024 in Accounts Nos. 660-6300-471.33-11 and 680-8000-454.33-11.

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

SECTION 1. The City Council approves a Professional Services Agreement with Tetra Tech, Inc. for Supervisory Control and Data Acquisition System Maintenance and Advisory Services in the amount of $205,000, authorizes the City Manager to make non-substantive revisions to the agreement and to sign 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 25th day of June 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 2024-100, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of June 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

**Exhibit A**
Agreement for SCADA Services with Tetra Tech, Inc.

**AGREEMENT FOR PROFESSIONAL SERVICES (C01043) FOR SCADA MAINTENANCE AND ADVISORY SERVICES BY AND BETWEEN CITY OF BANNING AND TETRA TECH 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 Tetra Tech, Inc., a Delaware 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 Request for Proposals (RFP 23-054) for the performance of the services for SCADA Maintenance and 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 |
|---|---|
| Amir Ibrahm | 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 Two Hundred Five Thousand Dollars ($205,000.00) (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, 2026 with three (3) one-year renewal options, unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.3 of this Agreement. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

## ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest

edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

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

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

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

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

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

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

## ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer

to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

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

5.3 Ownership of Documents.

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

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the

public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

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

C. If Consultant, or any officer, employee, agent or sub-contractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

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

## ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

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

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance.

In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

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

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party

of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or Consultant's Successor, in the event of any default or breach by City or for any amount which may become due to Consultant or Consultant's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

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

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed, and that employees

are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

7.4 Unauthorized Aliens.

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

## ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

| | |
|---|---|
| If to City | Attn: Art Vela<br>Director of Public Works<br>City of Banning<br>99 East Ramsey Street<br>Banning, California 92220<br>Email: avela@banningca.gov |
| With a courtesy copy to: | Serita R. Young, City Attorney<br>Richards, Watson & Gershon<br>350 South Grand Avenue, 37th Floor<br>Los Angeles, California 90071<br>Email: SYoung@rwglaw.com |
| If to Consultant: | Attn: Amir Ibrahim<br>Operating Unit Manager<br>Tetra Tech, Inc.<br>PO Box 911654<br>Denver, CO 80291-1654<br>Email: amiribrahim@tetratech.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,<br>City Manager | Date | NAME:<br>TITLE: | Date |
| ATTEST: | | NAME:<br>TITLE: | Date |
| Caroline Patton<br>Administrative City Clerk | Date | Tax ID No. | |
| APPROVED AS TO FORM: | | Address: | |
| Serita R. Young,<br>City Attorney | Date | | |

**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 SCADA Maintenance and 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:

# PROPOSAL

## A. STATEMENT OF UNDERSTANDING AND APPROACH

**Centrally located between Inland Empire and Coachella Valley, the vibrant City of Banning boasts a storied past entrenched in agricultural heritage and railroad development. Bolstered by abundant water resources and a diverse socioeconomic landscape, the City anticipates burgeoning growth in both commercial ventures and residential expansions. The city's water and wastewater systems stand as testaments to meticulous planning, featuring sophisticated monitoring mechanisms and robust distribution networks engineered to cater to the current populace and future projections alike.**

**As the City concludes its upgrade to incorporate the technologies of ONSITE, Keywest Radios, and Opto22 PLCs, a strategic partnership is sought to uphold the integrity of the existing infrastructure while facilitating its seamless evolution. Tetra Tech is poised to serve as the steward of the city's SCADA ecosystem, offering comprehensive maintenance solutions and invaluable advisory services to navigate the transition towards open and standardized technologies.**

**With a commitment to excellence, Tetra Tech pledges to furnish the City of Banning with actionable recommendations, strategic prioritization, and transformative modernization initiatives. Acting as the city's dedicated SCADA advocate and an extension of its staff, we will deliver unparalleled design and review services that fortify operational resilience and elevate cybersecurity standards.**

### STAFFING EXPERTISE AND EXPERIENCE

Our team's expertise and experience are foundational to our approach. We begin by assembling a dedicated team of seasoned professionals that includes multiple State of California registered engineers, SCADA/Automation, cybersecurity, and operational technology specialists –all with in-depth knowledge of SCADA systems. Our team has over 170 years collectively working on water/wastewater projects. As part of our team, we have included **SOFFA Electric** who has been in business in Southern California for since 1972. Tetra Tech has worked with SOFFA on SCADA projects for over 6 years and they will be responsible for providing control panel fabrication and instrumentation support.



Our team's comprehensive understanding of SCADA systems encompasses a wide range of industries, ensuring we can adapt our approach to meet the specific requirements of the City of Banning.

To kick-start the engagement, we will conduct an initial consultation and assessment phase. During this phase, **Mr. Amir Ibrahim**, project manager, and the Tetra Tech team of experts will engage with your team to gain an intimate understanding of your existing SCADA infrastructure. We will review schematics, programming, SCADA graphics, documentation, and interview key personnel to assess the systems' current state and identify areas that require support or improvement. This phase is critical for establishing baseline services and allows us to develop a comprehensive support strategy tailored to your unique infrastructure.

**Expectations / Deliverables:**

- A dedicated team of experts with a combined 170 years of experience
- An assessment report outlining the current state of your SCADA infrastructure
- In-depth discussions and knowledge sharing with your personnel to understand your operational context

## IMPLEMENTATION PLAN & PROJECT MANAGEMENT

We understand that proper project management is the primary driver for organizing, deploying, and executing a successful project. Our project management approach is based on defining the upfront requirements for the task and then developing a scope of work based on the requirements. Using the scope of work and provided task order, we will then turnaround a proposal that will include the scope, our project approach, proposed staffing, materials, budgetary estimates, and a timeline for delivery. Within our proposal we will also include what may be needed from the City, assumptions, and risks that are associated with the task. Prior to starting on any task, we will expect a fully executed task authorization. Once the authorization is in place, we will schedule a collaborative kick-off meeting to begin successful execution of the task.

During the execution of the project our team will engage in frequent communication to update management and the assigned team on the status of progress. These updates include identifying any technical issues, resourcing issues, scheduling, and quality issues. This allows for our team to adjust our approach without sacrificing execution or quality.

Our project management philosophy is to act as an extension of your staff with a focus on communication, coordination, administration, and execution.

## QUALITY ASSURANCE

Our team understands that a project is only successfully delivered when the product adheres to Tetra Tech's internal quality standards. To ensure quality standards, each task is developed based on Tetra Tech SCADA, electrical, instrumentation and controls, and cybersecurity standards and practices.

Additionally, each project and task are reviewed for quality, functionality, and conformity by the assigned QA/QC engineer, **Mr. Vincent Riviera, PE.** In this role, Mr. Riviera will work closely with the development team to ensure that Tetra Tech's development standards and protocols are being applied and put into practice. Additionally prior to final product delivery to the City, we will hold multiple acceptance testing workshops with the City so all stakeholders are able to quality check the functionality prior to final acceptance and deployment. Considering the QA/QC engineer reports directly to the project manager, management is always informed of quality concerns so that corrective action can be taken immediately. This allows for designs and products to be delivered to the client error free.

### Task Order Implementation Process

**TASK 1: Task Order Initiation**
Receive request from the City; Review available information and discuss with City engineers and operators.

**TASK 2: Data Research**
Obtain and review documents that are pertinent to the Task Order, such as preliminary investigations, due diligence, and research.

**TASK 3: Coordination**
Coordinate with stakeholders (City engineers, staff, end-users, third-party); Perform job-walk (if needed).

**TASK 4: Draft Proposal**
The program manager, task manager, and selected team will prepare a draft proposal for review by internal team and by QA/QC.

**TASK 5: Final Proposal & Work Plan**
Based on QA/QC and team input on Draft Proposal documents and pricing review, the final proposal will be prepared and submitted to the City.

**TASK 6: Task Order Authorization**
Upon receiving task authorization from the City, Determine project schedule; Coordinate a project kick-off meeting; Manage staff to begin project execution.

**TASK 7: Project Implementation**
Prepare plans, reports, estimates, specifications, documentation and other items as required in the SOW.

## CUSTOMIZED SOLUTIONS

**Customization is the cornerstone of our approach.** Following the assessment phase, we will work closely with your team to design tailored solutions that enhance the performance, reliability, and security of your SCADA systems. During this phase, our team will work closely with **Mr. Glen Rozak, PE,** I&C engineer/Engineer of Record, to develop a customized support plan that aligns with your operational objectives and water industry-specific requirements.

**The customized support plan will include a detailed roadmap for the implementation of our services.** It will outline the specific strategies and methodologies we will employ to address the identified areas of improvement and support.

Moreover, it will provide a timeline for the various phases of our engagement, ensuring a structured and transparent approach to our services.

Our team is committed to flexibility. **We understand that your infrastructure may evolve over time, and our solutions will adapt accordingly.** Regular communication and feedback loops will be established to ensure that our customized support remains aligned with the City's evolving needs.

**Expectations / Deliverables:**

- Develop customized support plan tailored to your SCADA infrastructure aligning with operational objectives. This could include value-added services described in Section V.D of this proposal.
- Recommend a roadmap outlining strategies, methodologies, budgets, and timelines
- Regular communication and feedback mechanisms to facilitate ongoing alignment

## SECURITY AND COMPLIANCE

**Security and compliance are paramount in the realm of SCADA.** Our commitment to securing your infrastructure starts with a comprehensive security audit. We will implement a robust cybersecurity framework encompassing access controls, data encryption, intrusion detection, and regular security audits to identify vulnerabilities.

Our compliance expertise further provides you with assurance of regulatory adherence, making certain your systems are aligned with industry standards.

Our team of cybersecurity experts, including **David Espy CISSP,** are **well-versed in standards and guidelines from the AWIA, NIST, ISA/IEC 62443, DoD,** and others. They will work diligently to ensure that your infrastructure complies with these requirements. This includes the implementation of necessary policies, documentation, and procedures to maintain a high level of security and compliance.

**Expectations / Deliverables:**

- Creation and implementation of a robust cybersecurity framework
- Documentation of policies and procedures to maintain compliance with relevant industry standards and regulations
- Regular security reports highlighting vulnerabilities and recommended actions

## 24/7 SUPPORT AND RESPONSE

**Continuous monitoring and rapid incident response are fundamental components of our support services.** We will assemble a dedicated team comprised of **Mr. James Pham**, technical manager, **Mr. Barry Kent, EIT**, controls engineer, and **Mr. Joseph Delgadillo**, software engineer, on a rotating basis to provide 24/7 standby support. Your operations personnel will be able to swiftly contact a team member by phone **(within a 30-minute window)** for immediate troubleshooting of an operational issue.

If needed, **we will be on-site within 4 hours to work with your team.** We will also implement monitoring that includes automated alerts, proactive threat analysis, and immediate incident response protocols. Our goal is to minimize downtime, prevent potential breaches, and ensure the continuous operation of your critical water infrastructure.

In the event of an incident or anomaly, our team will be on standby to respond swiftly and efficiently. Our incident response protocol includes a predefined escalation process, communication plan, and mitigation strategies to reduce operational impact. Our aim is to provide you with peace of mind, knowing that your systems are monitored and protected.

**Expectations / Deliverables:**

- 24/7 maintenance support and response for SCADA systems needs
- Rapid incident response with predefined escalation procedures
- Regular incident reports and post-incident analysis

## TRAINING AND KNOWLEDGE TRANSFER

**Empowering your team is a core principle of our support services.** We believe in equipping your staff with the skills and knowledge required to effectively manage, maintain, and troubleshoot SCADA systems. To achieve this, we will work with your team to identify systems and technologies that the operations and technical staff need additional knowledge transfer and training on. We will then develop and submit an outline that will focus on bridging the knowledge gap. Once the outline is approved, we will **develop training material which includes operations and maintenance (O&M) manuals, step-by-step instructions** and how-to videos that will be used as a basis for our training sessions.

These hands-on training sessions will be tailored to your team's needs and will include educational resources and documentation. Our goal is to facilitate knowledge transfer, ensuring that your personnel can confidently handle day-to-day operations and respond to common issues.

**Expectations / Deliverables:**

- Hands-on training sessions and educational resources for staff development
- A knowledge transfer plan outlining ongoing training and support

## COST-EFFECTIVE SOLUTIONS

**We understand the importance of fiscal responsibility.** Our pricing structure is designed to **provide transparency,** ensuring there are **no hidden fees or unexpected costs.** We will work with you on developing task orders that include services that are absolutely needed. Additionally, with our comprehensive rate structure and classifications we will identify the appropriate professionals that will address your needs, but that are also cost effective. **Our services are customizable,** allowing you to choose services that align with your budget while maintaining the highest level of service, quality, and performance.

Mr. Ibrahim and Mr. Pham **will work closely with you to optimize costs** while maximizing the efficiency of your SCADA investments. This includes regular reviews of your support plan to identify areas where cost savings can be achieved without compromising the quality of service.

**Expectations / Deliverables:**

- A clear and transparent pricing structure
- A cost-effective support plan that aligns with your budgetary goals
- Customizable services and solutions with options/ alternatives that fit your budget

## COLLABORATIVE PARTNERSHIP

Our engagement with the City of Banning is **viewed as a long-term partnership built on trust, collaboration, and responsiveness.** We are dedicated to adapting to your evolving needs, remaining at the forefront of technological advancements, and continuously enhancing our support services to meet the dynamic demands of your critical infrastructure.

To foster collaboration and pivot with any fluctuation in service needs, schedules and transition plans will be developed together once a task is assigned. We will also establish **regular communication channels and feedback sessions.** These sessions will provide an opportunity for both teams to exchange insights, address concerns, and ensure alignment with the City of Banning's evolving requirements. Additionally, **periodic reviews of our services** will be conducted to ensure satisfaction and identify areas for improvement.

**Expectations / Deliverables:**

- Building a lasting and cooperative partnership
- Agile response to changing requirements and challenges
- Regular reviews and feedback sessions to ensure satisfaction and continuous improvement



# B. COMPANY INFORMATION

## TETRA TECH, INC.

Founded in 1966 in Pasadena, California, Tetra Tech has attracted the best and brightest minds in science and engineering, always focused on delivering innovative solutions to our clients' most complex needs.

Today, Tetra Tech is a leading provider of consulting and engineering services with more than 28,000 associates located in 550 offices worldwide. Our reputation as a leader in the engineering industry, developing effective solutions to constantly changing, complex engineering challenges, is backed by consistent accolades. Tetra Tech has led the industry in electrical and control systems and SCADA designs for more than 35 years. *EC&M* magazine ranks Tetra Tech 4th among the largest electrical and controls engineering groups in North America.

Depth of Resources. Our local team we propose for this work is backed by over 1,300 SCADA professionals, with over 80 of those subject matter experts (SMEs) based locally in California. Additionally, Tetra Tech has more than 275 municipal infrastructure experts located throughout California and a comprehensive library of complete in-house resources that will address any task requested.

Tetra Tech understands the key deliverables for this contract. Our familiarity is key to ensuring the highest uptime and availability of the City of Banning's infrastructure.

Our staff is familiar with the City's SCADA system and has decades of experience designing complex control system for these, and other facilities gives Tetra Tech the breadth and depth of knowledge to evaluate your SCADA systems against best practices, develop effective and robust solutions, and provide the documentation, training, and support necessary to allow your staff to utilize your SCADA system to its fullest capacity.

## MEETING YOUR GOALS

The Tetra Tech team provides digital water turn-key solutions from planning to O&M. Our capabilities span the total project life-cycle, allowing us to develop and execute long-term strategic solutions to increase operational efficiencies.

## BUILDING ON PAST EXPERIENCE

Tetra Tech's technical manager James Pham has over three years of experience working with the City of Banning on the latest rounds of SCADA Upgrades and provided 24/7 On-Call SCADA Support Services through his previous employer. Mr. Pham and his team worked closely with operators and City staff throughout the coordination process of site installation, site acceptance testing, designing HMI graphics, and 24/7 support.

Our team of experts also includes **Greg Conley**, one of the principal software architects of the ONSITE SCADA DCS product. Tetra Tech's proposed team will provide the City a partner who has a zero-learning curve, is well-versed in your SCADA system and design standards, and will deliver the quality integration and support the City expects.

**TETRA TECH**
**BY THE NUMBERS**

**58** years in business

**550** offices worldwide

**28,000** global personnel

**Ranked by *EC&M* for Elect./I&C #4**

**SCADA EXPERTS**

**3,500+** SCADA Projects across the Country

**Local W/WW** Municipality On-Call Rosters **25+**

**DEPTH OF INTEGRATION ENGINEERS**

**Locally 80+**

**1,300+ Nationwide**

**SOUTHERN CALIFORNIA PRESENCE**

8 offices to serve the City of Banning

# TECHNICAL CAPABILITIES AND SERVICES RELEVANT TO SCOPE OF WORK

Tetra Tech's capability within the water sector is renowned, and that includes SCADA support and maintenance. Our well-rounded, multi-discipline team covers all aspects of the technical skills required for administering, maintaining, and supporting the City of Banning's Water and Wastewater SCADA system. As shown by our experience and team member bios, our expertise covers technical aspects such as SCADA, OT, cybersecurity, communications, and control systems design. Our teams' experiences with peer utilities across Southern California along with in-depth knowledge of industry best practice, vendors and products, cybersecurity guidance, and the regulatory horizon, ensure a well-rounded, non-biased viewpoint to support and provide project planning to modernize the City's SCADA infrastructure.

Tetra Tech is an experienced multi-discipline engineering firm that has decades of experience designing, implementing, and supporting municipal SCADA systems across the globe.

This requires Tetra Tech to be vendor independent and, through this requirement, our staff has become SMEs with every major operational technology software and hardware platform on the market.

Our team's experience, coupled with our understanding of the City of Banning's people, processes, and technologies support the intelligent development of recommendations and an implementation plan that will include a road map to improve processes, optimize operational efficiency, reduce costs, and manage risks.



## TETRA TECH BACKGROUND SNAPSHOT

### TETRA TECH, INC.

**Business Entity Status:** C-Corporation

*Tetra Tech is independent of the City as defined by the U.S. General Accounting Office's Government Auditing Standards (1994).*

**CORPORATE HEADQUARTERS**
3475 E. Foothill Blvd.
Pasadena, CA 91107
626.351.4664

**Primary Point of Contact**
Amir Ibrahim
Amir.Ibrahim@tetratech.com
760.216.4122

**Delaware Corporation**




## COMPANY HISTORY

**35+ Years** Developing SCADA Design, Implementation & Cybersecurity Strategies

**170+ Years** Combined Team's SCADA Experience

EST 1966

## COMPANY STABILITY

Tetra Tech, Inc. is publicly held and traded on the NASDAQ Exchange (symbol: TTEK). Since its initial public offering, the company has grown substantially, expanding its markets, services, and clientele through internal growth and global acquisitions. Our revenue for FY2023 was more than $4.5 billion, and we ended 2023 with a strong line of credit to support future growth and expansion.

Tetra Tech has provided a response to the following requests per the Request for Proposal:

### Default or Termination On Agreements

Tetra Tech has not defaulted in its performance on an agreement during the past five years which has led the other party to terminate an agreement.

### Pending Litigation, Liens or Claims Involving Your Organization

In the normal course of business, Tetra Tech, Inc. is subject to certain claims and lawsuits typically filed against the engineering and consulting professions, including contractual disagreements, workers' compensation, personal injury and other similar lawsuits. Tetra Tech maintains insurance coverage for its business and operations, subject to certain deductibles and policy limits against such claims. As described in Tetra Tech's most recent quarterly and annual reports filed with the U.S. Securities and Exchange Commission, Tetra Tech believes that the resolution of any such claims will not have a material effect on its financial position or results of operations.

### Bankruptcy

Since inception, Tetra Tech, Inc. has never filed for bankruptcy.



















# C. COMPANY PERSONNEL

Our project team is led by Tetra Tech and supported by SOFFA Electric for panel fabrication and instrumentation support on an as-needed basis. Proposed key professional staff are properly licensed to practice in California. Biographies of our key and highlighted team members include current position, experience, and applicable professional credentials are provided on the following pages.

## COLLABORATIVE AND EXPERIENCED TEAM

The success of this project depends heavily on the skills and experience of the team members and team leadership. Therefore, we have selected a project management team and key technical leaders with extensive experience delivering integrated SCADA system planning and implementation across the US. Our team of national leaders continually push the industry toward new and modern solutions utilizing science and state-of-the-art technologies. Our collaborative team is committed to developing a successful SCADA Implementation Plan and is organized around providing maximum value to the City, providing:

- ☑ Local and experienced Allen-Bradley, Keywest, Opto22, and ONSITE experts
- ☑ A team comprised of cyber and operational technology experts
- ☑ A cohesive team that has experience delivering quality projects together
- ☑ Innovative professionals who develop cost-effective solutions for our clients

🔑 Denotes Key Personnel

**Project Manager**
Amir Ibrahim 🔑

**Technical Manager**
James Pham 🔑

**I&C Engineer / EOR**
Glen Rozak, PE 🔑

| Cybersecurity/OT | Software Engineer | Controls Engineers | ONSITE Specialist | Electrical Systems | Panel Fabrication / Instrumentation |
|---|---|---|---|---|---|
| Jonathan VanDerZee, GICSP | Joseph Delgadillo | Daniel Delgadillo, EIT 🔑<br>Barry Kent, EIT 🔑 | Greg Conley 🔑 | Craig Barnes, PE | SOFFA<br>A trusted Tetra Tech project partner for over 6 years |

**24/7 Support Team** 🔑

James Pham, Barry Kent, EIT, Joseph Delgadillo

**QA/QC**

Vincent Rivera, PE 🔑 David Espy, CISSP

**A TEAM YOU CAN TRUST!**

The above organizational chart identifies the names and responsibilities of the project staff and depicts our proposed communication/reporting structure.

**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**

# PRICE PROPOSAL

**BID AMOUNT: $205,000**

## BREAKDOWN OF HOURS, COSTS AND FEES

The breakdown of hours, costs and fees are an estimate based solely on the scope published in RFP-23-054. The final fee will be submitted to the City of Banning upon formalization of the Scope of Service and Compensation.

### Standards Coordination with City Staff and Vendors

**Fee: $37,750**

The primary objective is to establish a robust framework for effective collaboration between the project team, city staff, and external vendors. This entails the development and adherence to industry standards and best practices in the realm of Operational Technology (OT), Industrial Control Systems (ICS), and Supervisory Control and Data Acquisition (SCADA). The task will delineate the specific standards that will govern the project, encompassing cybersecurity, interoperability, and compliance with relevant regulations. City staff will play a crucial role in this process, contributing their expertise and insights to ensure alignment with municipal goals and requirements.

| Staff | Hours |
|---|---|
| OT Specialist | 50 |
| Automation Specialist IV | 24 |
| Automation Specialist III | 24 |
| Software Specialist III | 24 |
| I&C Engineer IV (Engineer of Record) | 4 |
| ONSITE Automation Specialist IV | 16 |
| I&C Engineer IV | 8 |
| Project Manager | 2 |
| **Total Hours** | **152** |

### Develop and Maintain SCADA/Industrial Controls Standards

**Fee: $37,750**

The project team will undertake the responsibility of developing a set of robust, industry-specific standards that align with best practices and regulatory requirements. This includes defining protocols, communication standards, cybersecurity measures, and interoperability guidelines tailored to the unique needs of the OT/ICS/SCADA environment. Collaborative efforts with relevant stakeholders, industry experts, and city staff will be emphasized to ensure that the developed standards remain current, effective, and in compliance with the latest advancements and regulatory frameworks.

| Staff | Hours |
|---|---|
| OT Specialist | 50 |
| Automation Specialist IV | 24 |
| Automation Specialist III | 24 |
| Software Specialist III | 24 |
| I&C Engineer IV (Engineer of Record) | 4 |
| ONSITE Automation Specialist IV | 16 |
| I&C Engineer IV | 8 |
| Project Manager | 2 |
| **Total Hours** | **152** |

## SCADA Infrastructure Maintenance

**Fee: $10,870**

The project team will outline a comprehensive maintenance plan that encompasses routine inspections, software updates, hardware upgrades, and proactive measures to ensure the continuous and reliable operation of the SCADA system within the ICS environment. Specific tasks may include regular system health checks, cybersecurity audits, and performance assessments to identify and address any vulnerabilities or inefficiencies promptly.

| Staff | Hours |
|---|---|
| OT Specialist | 42 |
| Project Manager | 2 |
| **Total Hours** | **44** |

## On-Call SCADA Troubleshooting

**Fee: $14,890**

The project team will maintain a 24/7 on-call support structure, ensuring rapid response times to mitigate potential disruptions to the SCADA environment.

| Staff | Hours |
|---|---|
| OT Specialist | 18 |
| Automation Specialist IV | 10 |
| Automation Specialist III | 10 |
| Software Specialist III | 10 |
| ONSITE Automation Specialist IV | 10 |
| Project Manager | 2 |
| **Total Hours** | **60** |

## Functional SCADA Enhancements

**Fee: $38,510**

The primary objective is to define the specific capabilities and operational features that the SCADA system must exhibit to meet the needs of the City's ICS environment. Tetra Tech will assist in detailing user interfaces, data visualization tools, and reporting mechanisms to ensure effective management and oversight of critical infrastructure components. The project team aims to align stakeholder expectations, facilitate effective communication, and guide the development of a robust and functional SCADA system tailored to the City's unique needs.

| Staff | Hours |
|---|---|
| OT Specialist | 46 |
| Automation Specialist IV | 24 |
| Automation Specialist III | 24 |
| Software Specialist III | 24 |
| I&C Engineer IV (Engineer of Record) | 4 |
| ONSITE Automation Specialist IV | 16 |
| I&C Engineer IV | 8 |
| OT Specialist IV | 6 |
| Project Manager | 2 |
| **Total Hours** | **154** |

## Instrumentation Troubleshooting Support

**Fee: $12,080**

The project team includes Instrumentation Specialists (subconsultant SOFFA) to provide any field instrumentation support. The fee is estimated at approximately $11,500 for instrumentation support plus two hours of project management time.

| Staff | Hours |
|---|---|
| Instrumentation Specialist | As Needed |
| Project Manager | 2 |
| **Total Hours** | **2** |

## Maintain Existing Documentation

**Fee: $23,950**

The project team will lead or assist in the regular review, revision, and verification of existing documentation, including but not limited to system architecture diagrams, user manuals, configuration files, and standard operating procedures. This task aims to ensure that all documentation remains accurate, up-to-date, and readily accessible, thereby enhancing the system's reliability, facilitating troubleshooting processes, and promoting a comprehensive understanding of the SCADA infrastructure among relevant stakeholders.

| Staff | Hours |
|---|---|
| OT Specialist | 26 |
| Automation Specialist IV | 16 |
| Automation Specialist III | 16 |
| Software Specialist III | 16 |
| I&C Engineer IV (Engineer of Record) | 4 |
| ONSITE Automation Specialist IV | 12 |
| I&C Engineer IV | 4 |
| Project Manager | 2 |
| **Total Hours** | **96** |

## Cybersecurity & Enhancements

**Fee: $19,950**

The project team will detail specific cybersecurity measures, protocols, and enhancements aimed at safeguarding critical infrastructure against potential threats. This may include the implementation of advanced intrusion detection systems, regular vulnerability assessments, and the enforcement of robust access controls.

| Staff | Hours |
|---|---|
| OT Specialist | 46 |
| OT Specialist III | 24 |
| OT Specialist IV | 6 |
| Project Manager | 2 |
| **Total Hours** | **78** |

## Travel

**Fee: $5,000**

Travel cost is estimated with no markups.

STANDARD HOURLY BILLING RATES AND EXPENSE REIMBURSEMENT SCHEDULE
NOTE: Rates are valid from 5/1/2024 through 4/30/2025

| CITY OF BANNING SCADA ON-CALL HOURLY RATES | Standard | Overtime | Premium |
|---|---|---|---|
| Automation Specialist IV (includes ONSITE specialist) | $265.00 | | |
| Automation Specialist III | $230.00 | | |
| Automation Specialist II | $195.00 | | |
| Automation Specialist I | $170.00 | | |
| Software Engineer IV | $270.00 | | |
| Software Engineer III | $230.00 | | |
| Software Engineer II | $195.00 | | |
| Software Engineer I | $170.00 | | |
| I&C Engineer IV (I&C Engineer / Engineer of Record) | $290.00 | | |
| I&C Engineer III | $265.00 | | |
| I&C Engineer II | $230.00 | | |
| I&C Engineer I | $195.00 | | |
| Instrumentation Specialist (subconsultant SOFFA)[7] | $185.00 | $277.50 | $350.00 |
| Electrical Engineer IV | $290.00 | | |
| Electrical Engineer III | $265.00 | | |
| Electrical Engineer II | $230.00 | | |
| Electrical Engineer I | $195.00 | | |
| OT Specialist IV | $290.00 | | |
| OT Specialist III | $265.00 | | |
| OT Specialist (Technical Manager) | $245.00 | | |
| QA/QC Engineer | $265.00 | | |
| Drafting II | $135.00 | | |
| Drafting I | $110.00 | | |
| Project Manager | $290.00 | | |

1. *The fee schedule above shall remain fixed for Year 1 (5/1/2024 - 4/30/2025) of the Agreement, unless formally amended by the City. Any adjustments to the fee schedule will be negotiated at the beginning of each Agreement year, subject to a possible maximum increase based on the local consumer price index (CPI) rate. Rate increases will be submitted to the City for written approval prior to going into effect.*
2. *Travel time and cost will be billed to the City. Charges invoiced to the City for travel, lodging and subsistence will be billed at cost and will not exceed the current IRS rates.*
3. *There will be a two-hour minimum charge for emergency calls. Tetra Tech rates for emergency calls and after-hours work will be billed at the standard hourly rate with no markup.*
4. *Onsite work will be charged a minimum of 3 hours.*
5. *Remote work will not have a minimum hour charge.*
6. *All materials purchased that are directly related to the work will be pre-approved by the City and billed at cost plus a 15% markup.*
7. *Instrumentation Specialist rates will be billed to the City as detailed below, plus a15% markup:*
   - *Standard Rate: Monday - Friday from 7:00 AM to 5:00 PM*
   - *Overtime Rate: Monday - Friday after 5:00 PM, Saturday 7:00 AM to 5:00 PM, or for hours in excess of 8 hours per day*
   - *Premium Rate: Saturdays after 5:00 PM, and any hours worked on Sundays and federal holidays*

**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 defined by City.**

**II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.**





# SCADA
# Maintenance and Advisory Services

PROPOSAL FOR

RFP-23-054

March 22, 2024

TETRA TECH

# Cover Letter


| RFP SECTION | Title | Page |
|---|---|---|
| V.A | Cover Letter | 1 |

March 22, 2024

City of Banning, Purchasing Division
99 East Ramsey Street | Banning, CA 92220
Attn: Barbara Mason, Purchasing Manager

**Regarding: RFP-23-054 SCADA Maintenance and Advisory Services**

Ms. Mason and Members of the Selection Committee,

Tetra Tech is pleased to present this proposal to the City of Banning in response to RFP-23-054 SCADA Maintenance and Advisory Services.

Tetra Tech understands the City of Banning is looking for a reliable partner with extensive SCADA Integration and Support Services experience. We seek to provide solutions to support, maintain, and modernize the SCADA environment and strengthen the City's Operational Technology (OT) cybersecurity posture. The advancements and operational resiliency of the SCADA infrastructure will consistently maintain fresh and clean drinking water to ensure the public health, safety and welfare of the City's residents.

As the reliance on SCADA systems grows in the modern world, so does the need for comprehensive support and protection. Our team at Tetra Tech is dedicated to ensuring the security, reliability, and efficiency of critical infrastructure systems, and we are excited about the opportunity to collaborate with the City of Banning in safeguarding its essential operations.

Our proposal outlines a tailored approach to SCADA support services that will enable the City of Banning to maintain the highest levels of performance while proactively mitigating risks and vulnerabilities. We are committed to delivering outstanding services that align with City of Banning's unique requirements and goals.

As you review our qualifications, please note the following features which set our team apart and provide greater value to you:

- **Expertise and Experience:** With 170 years of combined experience in SCADA support, our team is comprised of seasoned professionals who have successfully managed and secured critical water infrastructure across high-profile Southern California clients. We understand the intricacies of the City of Banning's SCADA hardware/software and evolving challenges in this field, making us well-equipped to address the City's specific needs.
- **Customized Solutions:** We believe in tailored solutions. Our approach involves a thorough assessment of your existing SCADA infrastructure, risk analysis, and the development of a customized support plan that ensures system uptime, compliance, and resilience.
- **Security and Compliance:** In an era of increasing cybersecurity threats, we prioritize the security of your SCADA system. Our personnel are deeply involved in collaborating with federal agencies to define the security guidelines for protecting water infrastructure. With extensive knowledge and experience, our team of experts will implement robust cybersecurity measures, conduct regular vulnerability assessments, and prepare for compliance based on NIST/CISA and Water Risk and Resilience Organization (WRRO) industry standards and guidance.


TETRA TECH

**Corporate Headquarters:**
Tetra Tech, Inc.
3475 E. Foothill Blvd.
Pasadena, CA 91107
www.tetratech.com

**IDENTIFICATION OF RESPONSIBLE PROPOSER:**

Amir Ibrahim
Operating Unit Manager
amir.ibrahim@tetratech.com
Phone 760.216.4122
Fax 626.351.4664


Tetra Tech is a leading, global provider of consulting and engineering services. We are differentiated by *Leading with Science*® to provide innovative technical solutions to our clients. We support global commercial and government clients focused on water, environment, infrastructure, resource management, energy, and international development. With 28,000 employees in 550 offices worldwide, Tetra Tech provides clear solutions to complex problems.

March 22, 2024

- **24/7 Support and Response:** The City of Banning can count on us around the clock. Our team provides monitoring, real-time threat detection, and rapid incident response to minimize downtime and protect against potential disruptions.
- **Training and Knowledge Transfer:** We are committed to empowering your staff with the necessary skills to manage and maintain City of Banning's SCADA system effectively. Our training programs will ensure your team can operate with confidence.
- **Cost-Effective Solutions:** We understand the importance of fiscal responsibility. Our proposal offers cost-effective services that maximize the value of your investment in critical infrastructure support.
- **Collaborative Partnership:** We view this engagement as a long-term partnership. Our team will work closely with the City of Banning to adapt to the City's evolving needs, provide ongoing support, and remain responsive to feedback.
- **Ability to Provide All Aspects of RFP-23-054**: Tetra Tech's goal with this proposal is to demonstrate our years of experience, highly-successful local experts, and a deep and talented bench of national staff. We are confident this team has all the expertise and available resources to deliver all aspects of RFP-23-054 for the City of Banning.

The bottom line is Tetra Tech will provide the City of Banning with quality service that meets expectations and standards. Our team is responsive and knowledgeable. We listen to input and preferences, and deliver sound, cost-effective guidance and solutions. As you read through our proposal, we trust we will convey our excitement about contributing to the success and resilience of the City of Banning critical infrastructure through our detailed approach, methodology, and pricing structure. The price proposal included will remain valid for a period of at least 120 days from submittal.

We are in receipt of Addenda No. 1, dated February 27, 2024 and the City's responses to questions issued March 7, 2024.

As operating unit manager for Tetra Tech, I confirm that I have the authority to negotiate a contract with the City on behalf of Tetra Tech and we are willing to enter into a contract under the terms and conditions prescribed by RFP-23-054 and in the Sample Agreement. I attest that all information submitted in this proposal is true and correct and there are no current or pending disciplinary actions against Tetra Tech or any of the proposed team members.

Respectfully submitted for our team,
Tetra Tech, Inc.

Amir Ibrahim
Project Manager, Operating Unit Manager
Amir.Ibrahim@tetratech.com

## PREREQUISITES MET:

- 55+ years consecutive experience as Tetra Tech, Inc.
- 35+ years experience providing SCADA engineering services
- Not filed for bankruptcy under any business name in past 5 years
- Registered as a Prospective Bidder on OpenGov (formerly ProcureNow)
- Attended the Non-Mandatory Proposal Meeting on 2/20/2024
- Licensed to conduct business in California
- Engineers licensed in California
- Active and in good standing with the CSLB, License #551555

## CERTIFICATIONS HELD



# Proposal


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# PROPOSAL

## A. STATEMENT OF UNDERSTANDING AND APPROACH

**Centrally located between Inland Empire and Coachella Valley, the vibrant City of Banning boasts a storied past entrenched in agricultural heritage and railroad development. Bolstered by abundant water resources and a diverse socioeconomic landscape, the City anticipates burgeoning growth in both commercial ventures and residential expansions. The city's water and wastewater systems stand as testaments to meticulous planning, featuring sophisticated monitoring mechanisms and robust distribution networks engineered to cater to the current populace and future projections alike.**

**As the City concludes its upgrade to incorporate the technologies of ONSITE, Keywest Radios, and Opto22 PLCs, a strategic partnership is sought to uphold the integrity of the existing infrastructure while facilitating its seamless evolution. Tetra Tech is poised to serve as the steward of the city's SCADA ecosystem, offering comprehensive maintenance solutions and invaluable advisory services to navigate the transition towards open and standardized technologies.**

**With a commitment to excellence, Tetra Tech pledges to furnish the City of Banning with actionable recommendations, strategic prioritization, and transformative modernization initiatives. Acting as the city's dedicated SCADA advocate and an extension of its staff, we will deliver unparalleled design and review services that fortify operational resilience and elevate cybersecurity standards.**

### STAFFING EXPERTISE AND EXPERIENCE

Our team's expertise and experience are foundational to our approach. We begin by assembling a dedicated team of seasoned professionals that includes multiple State of California registered engineers, SCADA/Automation, cybersecurity, and operational technology specialists –all with in-depth knowledge of SCADA systems. Our team has over 170 years collectively working on water/wastewater projects. As part of our team, we have included **SOFFA Electric** who has been in business in Southern California for since 1972. Tetra Tech has worked with SOFFA on SCADA projects for over 6 years and they will be responsible for providing control panel fabrication and instrumentation support.



Our team's comprehensive understanding of SCADA systems encompasses a wide range of industries, ensuring we can adapt our approach to meet the specific requirements of the City of Banning.

To kick-start the engagement, we will conduct an initial consultation and assessment phase. During this phase, **Mr. Amir Ibrahim**, project manager, and the Tetra Tech team of experts will engage with your team to gain an intimate understanding of your existing SCADA infrastructure. We will review schematics, programming, SCADA graphics, documentation, and interview key personnel to assess the systems' current state and identify areas that require support or improvement. This phase is critical for establishing baseline services and allows us to develop a comprehensive support strategy tailored to your unique infrastructure.

**Expectations / Deliverables:**

- A dedicated team of experts with a combined 170 years of experience
- An assessment report outlining the current state of your SCADA infrastructure
- In-depth discussions and knowledge sharing with your personnel to understand your operational context

## IMPLEMENTATION PLAN & PROJECT MANAGEMENT

We understand that proper project management is the primary driver for organizing, deploying, and executing a successful project. Our project management approach is based on defining the upfront requirements for the task and then developing a scope of work based on the requirements. Using the scope of work and provided task order, we will then turnaround a proposal that will include the scope, our project approach, proposed staffing, materials, budgetary estimates, and a timeline for delivery. Within our proposal we will also include what may be needed from the City, assumptions, and risks that are associated with the task. Prior to starting on any task, we will expect a fully executed task authorization. Once the authorization is in place, we will schedule a collaborative kick-off meeting to begin successful execution of the task.

During the execution of the project our team will engage in frequent communication to update management and the assigned team on the status of progress. These updates include identifying any technical issues, resourcing issues, scheduling, and quality issues. This allows for our team to adjust our approach without sacrificing execution or quality.

Our project management philosophy is to act as an extension of your staff with a focus on communication, coordination, administration, and execution.

## QUALITY ASSURANCE

Our team understands that a project is only successfully delivered when the product adheres to Tetra Tech's internal quality standards. To ensure quality standards, each task is developed based on Tetra Tech SCADA, electrical, instrumentation and controls, and cybersecurity standards and practices.

Additionally, each project and task are reviewed for quality, functionality, and conformity by the assigned QA/QC engineer, **Mr. Vincent Riviera, PE.** In this role, Mr. Riviera will work closely with the development team to ensure that Tetra Tech's development standards and protocols are being applied and put into practice. Additionally prior to final product delivery to the City, we will hold multiple acceptance testing workshops with the City so all stakeholders are able to quality check the functionality prior to final acceptance and deployment. Considering the QA/QC engineer reports directly to the project manager, management is always informed of quality concerns so that corrective action can be taken immediately. This allows for designs and products to be delivered to the client error free.

### Task Order Implementation Process

**TASK 1: Task Order Initiation**
Receive request from the City; Review available information and discuss with City engineers and operators.

**TASK 2: Data Research**
Obtain and review documents that are pertinent to the Task Order, such as preliminary investigations, due diligence, and research.

**TASK 3: Coordination**
Coordinate with stakeholders (City engineers, staff, end-users, third-party); Perform job-walk (if needed).

**TASK 4: Draft Proposal**
The program manager, task manager, and selected team will prepare a draft proposal for review by internal team and by QA/QC.

**TASK 5: Final Proposal & Work Plan**
Based on QA/QC and team input on Draft Proposal documents and pricing review, the final proposal will be prepared and submitted to the City.

**TASK 6: Task Order Authorization**
Upon receiving task authorization from the City, Determine project schedule; Coordinate a project kick-off meeting; Manage staff to begin project execution.

**TASK 7: Project Implementation**
Prepare plans, reports, estimates, specifications, documentation and other items as required in the SOW.

## CUSTOMIZED SOLUTIONS

**Customization is the cornerstone of our approach.** Following the assessment phase, we will work closely with your team to design tailored solutions that enhance the performance, reliability, and security of your SCADA systems. During this phase, our team will work closely with **Mr. Glen Rozak, PE,** I&C engineer/Engineer of Record, to develop a customized support plan that aligns with your operational objectives and water industry-specific requirements.

**The customized support plan will include a detailed roadmap for the implementation of our services.** It will outline the specific strategies and methodologies we will employ to address the identified areas of improvement and support.

Moreover, it will provide a timeline for the various phases of our engagement, ensuring a structured and transparent approach to our services.

Our team is committed to flexibility. **We understand that your infrastructure may evolve over time, and our solutions will adapt accordingly.** Regular communication and feedback loops will be established to ensure that our customized support remains aligned with the City's evolving needs.

**Expectations / Deliverables:**

- Develop customized support plan tailored to your SCADA infrastructure aligning with operational objectives. This could include value-added services described in Section V.D of this proposal.
- Recommend a roadmap outlining strategies, methodologies, budgets, and timelines
- Regular communication and feedback mechanisms to facilitate ongoing alignment

## SECURITY AND COMPLIANCE

**Security and compliance are paramount in the realm of SCADA.** Our commitment to securing your infrastructure starts with a comprehensive security audit. We will implement a robust cybersecurity framework encompassing access controls, data encryption, intrusion detection, and regular security audits to identify vulnerabilities.

Our compliance expertise further provides you with assurance of regulatory adherence, making certain your systems are aligned with industry standards.

Our team of cybersecurity experts, including **David Espy CISSP,** are **well-versed in standards and guidelines from the AWIA, NIST, ISA/IEC 62443, DoD,** and others. They will work diligently to ensure that your infrastructure complies with these requirements. This includes the implementation of necessary policies, documentation, and procedures to maintain a high level of security and compliance.

**Expectations / Deliverables:**

- Creation and implementation of a robust cybersecurity framework
- Documentation of policies and procedures to maintain compliance with relevant industry standards and regulations
- Regular security reports highlighting vulnerabilities and recommended actions

## 24/7 SUPPORT AND RESPONSE

**Continuous monitoring and rapid incident response are fundamental components of our support services.** We will assemble a dedicated team comprised of **Mr. James Pham**, technical manager, **Mr. Barry Kent, EIT**, controls engineer, and **Mr. Joseph Delgadillo**, software engineer, on a rotating basis to provide 24/7 standby support. Your operations personnel will be able to swiftly contact a team member by phone **(within a 30-minute window)** for immediate troubleshooting of an operational issue.

If needed, **we will be on-site within 4 hours to work with your team.** We will also implement monitoring that includes automated alerts, proactive threat analysis, and immediate incident response protocols. Our goal is to minimize downtime, prevent potential breaches, and ensure the continuous operation of your critical water infrastructure.

In the event of an incident or anomaly, our team will be on standby to respond swiftly and efficiently. Our incident response protocol includes a predefined escalation process, communication plan, and mitigation strategies to reduce operational impact. Our aim is to provide you with peace of mind, knowing that your systems are monitored and protected.

**Expectations / Deliverables:**

- 24/7 maintenance support and response for SCADA systems needs
- Rapid incident response with predefined escalation procedures
- Regular incident reports and post-incident analysis

## TRAINING AND KNOWLEDGE TRANSFER

**Empowering your team is a core principle of our support services.** We believe in equipping your staff with the skills and knowledge required to effectively manage, maintain, and troubleshoot SCADA systems. To achieve this, we will work with your team to identify systems and technologies that the operations and technical staff need additional knowledge transfer and training on. We will then develop and submit an outline that will focus on bridging the knowledge gap. Once the outline is approved, we will **develop training material which includes operations and maintenance (O&M) manuals, step-by-step instructions** and how-to videos that will be used as a basis for our training sessions.

These hands-on training sessions will be tailored to your team's needs and will include educational resources and documentation. Our goal is to facilitate knowledge transfer, ensuring that your personnel can confidently handle day-to-day operations and respond to common issues.

**Expectations / Deliverables:**

- Hands-on training sessions and educational resources for staff development
- A knowledge transfer plan outlining ongoing training and support

## COST-EFFECTIVE SOLUTIONS

**We understand the importance of fiscal responsibility.** Our pricing structure is designed to **provide transparency,** ensuring there are **no hidden fees or unexpected costs.** We will work with you on developing task orders that include services that are absolutely needed. Additionally, with our comprehensive rate structure and classifications we will identify the appropriate professionals that will address your needs, but that are also cost effective. **Our services are customizable,** allowing you to choose services that align with your budget while maintaining the highest level of service, quality, and performance.

Mr. Ibrahim and Mr. Pham **will work closely with you to optimize costs** while maximizing the efficiency of your SCADA investments. This includes regular reviews of your support plan to identify areas where cost savings can be achieved without compromising the quality of service.

**Expectations / Deliverables:**

- A clear and transparent pricing structure
- A cost-effective support plan that aligns with your budgetary goals
- Customizable services and solutions with options/ alternatives that fit your budget

## COLLABORATIVE PARTNERSHIP

Our engagement with the City of Banning is **viewed as a long-term partnership built on trust, collaboration, and responsiveness.** We are dedicated to adapting to your evolving needs, remaining at the forefront of technological advancements, and continuously enhancing our support services to meet the dynamic demands of your critical infrastructure.

To foster collaboration and pivot with any fluctuation in service needs, schedules and transition plans will be developed together once a task is assigned. We will also establish **regular communication channels and feedback sessions.** These sessions will provide an opportunity for both teams to exchange insights, address concerns, and ensure alignment with the City of Banning's evolving requirements. Additionally, **periodic reviews of our services** will be conducted to ensure satisfaction and identify areas for improvement.

**Expectations / Deliverables:**

- Building a lasting and cooperative partnership
- Agile response to changing requirements and challenges
- Regular reviews and feedback sessions to ensure satisfaction and continuous improvement



# B. COMPANY INFORMATION

## TETRA TECH, INC.

Founded in 1966 in Pasadena, California, Tetra Tech has attracted the best and brightest minds in science and engineering, always focused on delivering innovative solutions to our clients' most complex needs.

Today, Tetra Tech is a leading provider of consulting and engineering services with more than 28,000 associates located in 550 offices worldwide. Our reputation as a leader in the engineering industry, developing effective solutions to constantly changing, complex engineering challenges, is backed by consistent accolades. Tetra Tech has **led the industry in electrical and control systems and SCADA designs for more than 35 years**. *EC&M* magazine ranks Tetra Tech 4th among the largest electrical and controls engineering groups in North America.

**Depth of Resources.** Our local team we propose for this work is backed by over 1,300 SCADA professionals, with over 80 of those subject matter experts (SMEs) based locally in California. Additionally, Tetra Tech has more than 275 municipal infrastructure experts located throughout California and a comprehensive library of complete in-house resources that will address any task requested.

Tetra Tech understands the key deliverables for this contract. Our familiarity is key to **ensuring the highest uptime and availability of the City of Banning's infrastructure**.

Our staff is familiar with the City's SCADA system and has decades of experience designing complex control system for these, and other facilities gives Tetra Tech the breadth and depth of knowledge to evaluate your SCADA systems against best practices, develop effective and robust solutions, and provide the documentation, training, and support necessary to allow your staff to utilize your SCADA system to its fullest capacity.

## MEETING YOUR GOALS

The Tetra Tech team provides digital water turn-key solutions from planning to O&M. Our **capabilities span the total project life-cycle**, allowing us to develop and execute long-term strategic solutions to increase operational efficiencies.

## BUILDING ON PAST EXPERIENCE

Tetra Tech's technical manager **James Pham has over three years of experience working with the City of Banning** on the latest rounds of SCADA Upgrades and provided 24/7 On-Call SCADA Support Services through his previous employer. Mr. Pham and his team worked closely with operators and City staff throughout the coordination process of site installation, site acceptance testing, designing HMI graphics, and 24/7 support.

Our team of experts also includes **Greg Conley**, one of the principal software architects of the **ONSITE SCADA DCS** product. Tetra Tech's proposed team will provide the City a partner who has a zero-learning curve, is well-versed in your SCADA system and design standards, and will deliver the quality integration and support the City expects.

**TETRA TECH**
**BY THE NUMBERS**

**58** years in business

**550** offices worldwide

**28,000** global personnel

**Ranked by *EC&M* for Elect./I&C #4**

**SCADA EXPERTS**

**3,500+** SCADA Projects across the Country

**Local W/WW Municipality On-Call Rosters 25+**

**DEPTH OF INTEGRATION ENGINEERS**

**Locally 80+**

**1,300+ Nationwide**

**SOUTHERN CALIFORNIA PRESENCE**

8 offices to serve the City of Banning

# TECHNICAL CAPABILITIES AND SERVICES RELEVANT TO SCOPE OF WORK

Tetra Tech's capability within the water sector is renowned, and that includes SCADA support and maintenance. Our well-rounded, multi-discipline team covers all aspects of the technical skills required for administering, maintaining, and supporting the City of Banning's Water and Wastewater SCADA system. As shown by our experience and team member bios, our expertise covers technical aspects such as SCADA, OT, cybersecurity, communications, and control systems design. Our teams' experiences with peer utilities across Southern California along with in-depth knowledge of industry best practice, vendors and products, cybersecurity guidance, and the regulatory horizon, ensure a well-rounded, non-biased viewpoint to support and provide project planning to modernize the City's SCADA infrastructure.

Tetra Tech is an experienced multi-discipline engineering firm that has decades of experience designing, implementing, and supporting municipal SCADA systems across the globe.

This requires Tetra Tech to be vendor independent and, through this requirement, our staff has become SMEs with every major operational technology software and hardware platform on the market.

Our team's experience, coupled with our understanding of the City of Banning's people, processes, and technologies support the intelligent development of recommendations and an implementation plan that will include a road map to improve processes, optimize operational efficiency, reduce costs, and manage risks.



## TETRA TECH BACKGROUND SNAPSHOT

### TETRA TECH, INC.

**Business Entity Status:** C-Corporation

*Tetra Tech is independent of the City as defined by the U.S. General Accounting Office's Government Auditing Standards (1994).*

**CORPORATE HEADQUARTERS**
3475 E. Foothill Blvd.
Pasadena, CA 91107
626.351.4664

**Primary Point of Contact**
Amir Ibrahim
Amir.Ibrahim@tetratech.com
760.216.4122

**Delaware Corporation**




## COMPANY HISTORY

**35+ Years** Developing SCADA Design, Implementation & Cybersecurity Strategies

**170+ Years** Combined Team's SCADA Experience

EST 1966

## COMPANY STABILITY

Tetra Tech, Inc. is publicly held and traded on the NASDAQ Exchange (symbol: TTEK). Since its initial public offering, the company has grown substantially, expanding its markets, services, and clientele through internal growth and global acquisitions. Our revenue for FY2023 was more than $4.5 billion, and we ended 2023 with a strong line of credit to support future growth and expansion.

Tetra Tech has provided a response to the following requests per the Request for Proposal:

### Default or Termination On Agreements

Tetra Tech has not defaulted in its performance on an agreement during the past five years which has led the other party to terminate an agreement.

### Pending Litigation, Liens or Claims Involving Your Organization

In the normal course of business, Tetra Tech, Inc. is subject to certain claims and lawsuits typically filed against the engineering and consulting professions, including contractual disagreements, workers' compensation, personal injury and other similar lawsuits. Tetra Tech maintains insurance coverage for its business and operations, subject to certain deductibles and policy limits against such claims. As described in Tetra Tech's most recent quarterly and annual reports filed with the U.S. Securities and Exchange Commission, Tetra Tech believes that the resolution of any such claims will not have a material effect on its financial position or results of operations.

### Bankruptcy

Since inception, Tetra Tech, Inc. has never filed for bankruptcy.




















# C. COMPANY PERSONNEL

Our project team is led by Tetra Tech and supported by SOFFA Electric for panel fabrication and instrumentation support on an as-needed basis. Proposed key professional staff are properly licensed to practice in California. Biographies of our key and highlighted team members include current position, experience, and applicable professional credentials are provided on the following pages.

## COLLABORATIVE AND EXPERIENCED TEAM

The success of this project depends heavily on the skills and experience of the team members and team leadership. Therefore, we have selected a project management team and key technical leaders with extensive experience delivering integrated SCADA system planning and implementation across the US. Our team of national leaders continually push the industry toward new and modern solutions utilizing science and state-of-the-art technologies. Our collaborative team is committed to developing a successful SCADA Implementation Plan and is organized around providing maximum value to the City, providing:

- ☑ **Local and experienced Allen-Bradley, Keywest, Opto22, and ONSITE experts**
- ☑ **A team comprised of cyber and operational technology experts**
- ☑ **A cohesive team that has experience delivering quality projects together**
- ☑ **Innovative professionals who develop cost-effective solutions for our clients**

🔑 Denotes Key Personnel

**Project Manager**
Amir Ibrahim 🔑

**Technical Manager**
James Pham 🔑

**I&C Engineer / EOR**
Glen Rozak, PE 🔑

| Cybersecurity/OT | Software Engineer | Controls Engineers | ONSITE Specialist | Electrical Systems | Panel Fabrication / Instrumentation |
|---|---|---|---|---|---|
| Jonathan VanDerZee, GICSP | Joseph Delgadillo | Daniel Delgadillo, EIT 🔑<br>Barry Kent, EIT 🔑 | Greg Conley 🔑 | Craig Barnes, PE | SOFFA<br>A trusted Tetra Tech project partner for over 6 years |

**24/7 Support Team** 🔑

James Pham, Barry Kent, EIT, Joseph Delgadillo

**QA/QC**

Vincent Rivera, PE 🔑 David Espy, CISSP

**A TEAM YOU CAN TRUST!**

**The above organizational chart identifies the names and responsibilities of the project staff and depicts our proposed communication/reporting structure.**

# KEY TEAM MEMBER COLLABORATION MATRIX

Tetra Tech's key team members have collaborated on the planning and implementation of dozens of SCADA related services throughout the globe. The collaboration matrix below includes our key team members for this project, relevant projects included in this proposal, as well as additional experience. Biographies are included on the following pages to show our expertise and previous experience on similar projects.

| RELATED EXPERIENCE | TEAM MEMBERS | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Amir Ibrahhim Project Manager | James Pham Technical Manager | Glen Rozak, PE I&C Engineer/EOR | Jonathan VanDerZee Cybersecurirty / OT | Joseph Delgaldillo Software Engineer | Daniel Delgaldillo, EIT Controls Engineer | Craig Barnes, PE Electrical Systems | Vincent Rivera, PE QA/QC | Greg Conley ONSITE Specialist |
| Experience Modifying Similar Systems | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 10+ Years Experience | ■ | ■ | ■ | ■ | | | ■ | ■ | ■ |
| Mission Critical PLC/SCADA/HMI | ■ | ■ | ■ | ■ | ■ | ■ | | ■ | ■ |
| Configuration & Programming | ■ | ■ | ■ | ■ | ■ | ■ | | ■ | ■ |
| Operator Interface Programming | ■ | ■ | ■ | ■ | ■ | ■ | | ■ | ■ |
| HMI Programming | ■ | ■ | ■ | ■ | ■ | ■ | | ■ | ■ |
| Industrial Process Data Admin | ■ | ■ | ■ | ■ | ■ | ■ | | ■ | ■ |
| Common Programming Languages | ■ | ■ | ■ | ■ | ■ | ■ | | ■ | ■ |
| Operating System (OS) Admin Experience | | ■ | | ■ | ■ | | | | ■ |
| Server and Workstation Admin Experience | | ■ | | ■ | ■ | | | | ■ |
| Networking & Cybersecurity | | ■ | | ■ | ■ | | | | ■ |
| Telemetry & Field Communications | ■ | ■ | ■ | ■ | | | | ■ | ■ |
| Wireless & Satellite Communications | ■ | ■ | ■ | ■ | | | | ■ | ■ |
| Electrical and I&C Design | ■ | | ■ | | | ■ | ■ | ■ | |
| Installation & Maintenance | ■ | | ■ | | | ■ | ■ | ■ | ■ |
| Layout, Fabrication, Installation, & Commissioning | ■ | | ■ | | | ■ | ■ | ■ | ■ |
| Experience Working on Live In-Production Systems | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| Ability to Understand and Follow City Standards | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |



Tetra Tech staff are system integrators and engineers with extensive background on providing operations support for SCADA infrastructure and developing solutions to improve system reliability, reducing maintenance and providing operations the information required to operate your facilities.

Our implementation experience includes (but is not limited to) the following PLC platforms: **Opto 22**, Allen Bradley, Schneider, Siemens, Koyo, and Emerson.

Our HMI platform experience includes **Systems Integrated ONSITE,** AVEVA System Platform, Factory Talk, iFIX, SIMATIC, Ignition, VTScada, Emerson Ovation, and DeltaV.



## Amir Ibrahim

***Project Manager***

**760.216.4122**

YEARS OF EXPERIENCE: 22

*Project Manager for several Local SCADA On-Call Contracts*

Mr. Ibrahim has 20+ years of executing and managing water treatment and distribution SCADA projects in Southern California. His in-depth experience includes standards development, design, deployment, start-up, commissioning, and maintenance of automated controls systems. He provides an expansive understanding of software and hardware building block design for industrial control system applications.

**Relevance/Relevant Experience:**

- *Water Replenishment District (WRD), SCADA On-Call: Project Manager for SCADA implementation on AVEVA HMIs and Modicon PLCs*
- *SDPUD, SCADA On-Call: Automation Specialist for SCADA implementation (AVEVA & Modicon)*
- *LADWP, Water Engineering Technical Support (WETS), Project Manager for several SCADA implementation projects*
- *LADWP, Owens Lake SCADA/PLC, On-Call SCADA services manager*

Mr. Pham bring extensive knowledge in IT/OT/SCADA/cybersecurity master planning, system design, implementation, and maintenance for water, wastewater, hydroelectric power, and government industries. He has worked with municipalities nationwide through the process of SCADA/ICS modernization and digital transformation by using virtualization, hyperconvergence, and maintaining cybersecurity compliance with guidance and regulations from the AWIA, NIST, CISA, NERC, and DoD.

**Relevance/Relevant Experience:**

- *City of Banning (via prev. employer): Implement OT Design/Build Services for SCADA System upgrade and 24/7 On-Call Support*
- *City of Fullerton: SCADA Master Plan and 24/7 On-Call SCADA Support*
- *Toho Water Authority: Critical Vulnerabilities Assessment and Water/Wastewater SCADA Master Planning covering 25 WTP/WRF and over 600 lift stations*
- *Water Replenishment District (WRD): OT Specialist for SCADA On-Call Support; Architect LVL and CIS OT equipment upgrade to support System Platform 2023.*



## James Pham

***Technical Manager***

**714.651.8402**

YEARS OF EXPERIENCE: 13

*Past experience providing SCADA Integration to the City*



## Glen Rozak, PE

***I&C Engineer / Engineer-of-Record***

**858.740.0960**

YEARS OF EXPERIENCE: 31

*Professional Engineer: California, CS7554 (Control Systems)*

Mr. Rozak has been a registered Professional Engineer in California with extensive local SCADA experience. He has successfully delivered multiple SCADA programming projects with several different PLC/HMI platforms including Rockwell Automation RSLogix 5/500/5000, Rockwell Automation FactoryTalk View SE/ME, Schneider Electric Unity Pro, GE iFIX, and AVEVA InTouch.

**Relevance/Relevant Experience:**

- *San Diego Public Utilities Department: Instrumentation and Controls Lead. Responsible for the Upgrade, Planning and Maintenance of all SCADA and PLC Infrastructure*
- *Olivenhain MWD: Developed Preliminary Design Report and issuance of Design Spec. for Migration of 42 "End-Of-Life" Allen Bradley SLC PLC's to CompactLogix*
- *LADWP: Instrumentation and Controls Lead responsible for multi-year SCADA engineering, programming services, and master planning contracts; Developed required specifications, control systems standards planning, software architecture, design, and documentation*



## Greg Conley

***ONSITE Specialist***

**619.813.9316**

YEARS OF EXPERIENCE: 34

*Past Automation and 24/7 ONSITE Support Services*

Mr. Conley provides over 34 years of systems interface and control system upgrade experience locally in Southern California and throughout the Country. He is a specialist low voltage, instrumentation, network, computer, and software design expertise necessary to automate OT/ICS infrastructure. Mr. Conley was one of the principal software architects responsible for the design, development, and programming of the ONSITE SCADA DCS product and its application programing interface (API).

**Relevance/Relevant Experience:**

- *Metropolitan Water District of Southern California: Control System Replacement to ONSITE and its support since 1996*
- *Elsinore Valley Municipal Water District: Automation of lift stations, W/WW treatment plants using ONSITE, Allen Bradley PLCs, and Proxim radios*
- *LADWP Castaic Hydroelectric Power Plant: Automation of the 7-unit pumped-storage hydroelectric plant using ONSITE since 2009*



## Barry Kent, EIT

***Automation & 24/7 Support***

**619.807.9519**

YEARS OF EXPERIENCE: 34

*Past Automation and 24/7 AVEVA Support Services*

Mr. Kent is a senior level automation engineer, specializing in controls and software engineering. Milestone/goal oriented, well organized, competent and detail oriented. Expertise in Programmable Logic Controllers (PLC), Supervisory Control and Data Acquisition (SCADA) and network architecture/design. Industry experience in water utilities, commercial manufacturing, power plant controls, marine systems, design, through final documentation.

**Relevance/Relevant Experience:**

- *WRD, SCADA On-Call: Automation Engineer for SCADA implementation on AVEVA HMIs and Modicon PLCs*
- *LADWP, Water Engineering Technical Support (WETS), Automation Engineer for several SCADA implementation projects*
- *LADWP, Owens Lake SCADA/PLC, Automation Engineer for SCADA On-Call projects*



## Daniel Delgadillo, EIT

***Controls Engineer***

**626.560.8148**

YEARS OF EXPERIENCE: 7

*Engineer-in-Training: California, 17-063-93*

Mr. Delgadillo is an electrical engineer and automation professional with 7 years of experience in automation/controls engineering and electrical design. He has designed, documented, and maintained SCADA and control system standards including documentation such as control narratives, functional descriptions, O&M manuals, IO lists, process procedures, and test plans. He also has extensive startup and commissioning experience for multiple projects.

**Relevance/Relevant Experience:**

- *LADWP, Water Engineering Technical Support (WETS), Automation/Project Engineer for several SCADA implementation projects*
- *LADWP, Owens Lake SCADA/PLC, Automation Engineer for SCADA On-Call projects*
- *City of Fullerton: Main Plant PFAS Controls Engineer programming, testing, and commissioning of Allen Bradley PLC and PanelView OIT*



## David Espy, CISSP

***Cybersecurity/OT Lead***

**719.966.9550**

YEARS OF EXPERIENCE: 28
*Certified Information Systems Security Professional Certified*

Mr. Espy is the National Operational Technology Practice Leader at Tetra Tech and has more than 28 years of combined Information Technology and Operational Technology experience. He is a Certified Information Systems Security Professional (CISSP) specializing in all aspects of operational technology cybersecurity for the water sector. He also has extensive experience in OT architecture design, implementation, commissioning, and SCADA Master Planning.

**Relevance/Relevant Experience:**

- *Seattle Public Utilities: Lead the current SCADA Master Plan efforts to identify Utility goals, objectives, and functional requirements and develop a forward-looking plan and project road map.*
- *Houston Cybersecurity: Project scope includes assessment of SCADA cyber assets to conform to current cybersecurity best practices and guidance, to develop a secure architecture to support SCADA, and develop upgrades existing network infrastructure.*



## Jonathan VanDerZee, GICSP

***Cybersecurity/OT***

**720.434.9601**

YEARS OF EXPERIENCE: 18
*Global Industrial Cyber Security Professional Certified*

Mr. VanDerZee is a driven professional with over 18 years IT, OT, Cyber experience, including ICS engineering & design, security, and integration following industry recognized guidelines for critical infrastructure.

**Relevance/Relevant Experience:**

- *City of San Diego Public Utilities Department: Lead the efforts of virtualizing obsolete physical servers to modern virtual servers; deploying 4G modems and creating private tunnels between sites; conducting cybersecurity vulnerabilities assessment for the SCADA network at each facility.*
- *Wayne County: Leading the efforts to create a Cloud SCADA system using Azure, GE iFIX, and CradlePoint 4G modems.*
- **Registrations/Certifications:** *GIAC GICSP, VMware VCP-DCV, AWS Certified Cloud Practioner, CompTIA Secure Infrastructure Specialist, CompTIA A+, CompTIA Security+, CompTIA Network+*



## Vincent Rivera, PE

***QA/QC (SCADA)***

**714.655.2158**

YEARS OF EXPERIENCE: 32
*Professional Engineer: California, M29596*

Mr. Rivera is a recognized leader in PLC Design and Instrumentation & Controls. Mr. Rivera has over 30 years of experience in system integration, process design, and instrumentation and control system engineering. Prior to his work at Tetra Tech, he was a lead design manager for Los Angeles Department of Water and Power (LADWP). Over his 15 year tenure with LADWP, he led several Allen-Bradley PLC replacement programs on their behalf.

**Relevance/Relevant Experience:**

- *LADWP WINS: Lead Design Manager/System Architect for LADWP Digital Water Transformation initiative to aggregate, analyze and visualize all water system data.*
- *LADWP Standards Development: Lead I&C Engineer for Standards and procedures development for SCADA PLC and HMI*

## PROJECT TEAM EXPERIENCE WORKING TOGETHER

| Customer/ Location | Facility/ Dates | Project/Project Description | Amir Ibrahim | Glen Rozak | Joseph Delgadillo | James Pham | Vincent Rivera | Craig Barnes | Daniel Delgadillo | Barry Kent |
|---|---|---|---|---|---|---|---|---|---|---|
| **City of Fullerton, CA** | November 2023 to Present | Main Plant PFAS and On-Call Support & Maintenance<br>• PLC programming and troubleshooting of Allen Bradley PLCs<br>• HMI development on AVEVA System Platform<br>• Support of **Keywest Networks** 5GHz, GE/MDS Orbit, and MDS iNET (legacy) radios<br>• OT support of servers, workstations, virtualization<br>• Capital improvement project recommendations to upgrade and modernize OT/ICS | ■ | | ■ | ■ | ■ | ■ | ■ | ■ |
| **Santa Clara Valley Water District/San Jose, CA** | Rinconada Water Treatment Plant<br>2019 to Present | Rinconada Phase 2, and Phase 3-6 Completion<br>• Construction Management Support<br>• Overseeing upgrade of existing Modicon PLC and GE iFIX SCADA PLC-based network and infrastructure<br>• Phase 3-6 Construction Management: Active In Progress | ■ | ■ | ■ | | | ■ | | ■ |
| **Water Replenishment District, Lakewood, CA** | On Call SCADA Support, 2021 to Present | On-Call PLC and SCADA Support & Maintenance<br>• Schneider Modicon PLC development, programming, and troubleshooting<br>• Providing consultation for upgrading treatment plant from Modicon Quantum PLC's to migration to M580<br>• HMI development on AVEVA Systems Platform and InTouch<br>• OT troubleshooting and support of physical/virtual servers, firewalls, and backups.<br>• Systems Integration on Capital Improvement Projects<br>• Startup and Commissioning - On-Call 24 x 7 support<br>• Systems integrator for treatment plant Injection Well Capital Improvement Project. | ■ | | ■ | ■ | ■ | | | ■ |
| **City of San Diego, CA** | On Call Support 2021 to Present | Raw Water, Water Treatment & Distribution:<br>• Install and configure the SCADA development software within a clustered VM environment<br>• Wonderware and Dynac SCADA System Platform programming for data acquisition and process control<br>• Modicon PLC programming to interface with field instrumentation via TCP/IP and MODBUS<br>• Cyber Security Vulnerability Assessment<br>• Radio Telemetry Network Configuration and Support 900MHz Licensed and Cellular | ■ | ■ | | ■ | | | | |
| **Los Angeles Dept. of Water and Power (LADWP)/ Los Angeles, CA** | Owens Lake Dust Mitigation Project<br>2003 to Present | Owens Lake SCADA Standardization Project:<br>• SCADA system development and modernization, control system philosophies development and control narrative definitions, standardization of PLC and HMI software programming development | ■ | ■ | ■ | | ■ | ■ | ■ | ■ |
| **LADWP/Los Angeles, CA** | Owens Lake Dust Mitigation Project<br>2003 to Present | Owens Lake Dust Mitigation SCADA Support & Maintenance:<br>• Onsite programming, troubleshooting and support of the Owens Lake SCADA (iFIX and AB PLCs), telemetry system (Remote IO, fiber network, wireless radios), and process instrumentation | ■ | ■ | ■ | | ■ | ■ | ■ | ■ |
| **LADWP/Los Angeles, CA** | Various Metro Locations<br>2003 to Present | Capital Improvement Projects:<br>• Serving as Water Engineering and Technical Service in-house controls system consultant since 2003, assisting in I&C engineering, software and software standards development, training, PM, start-up and commissioning | ■ | ■ | ■ | | ■ | ■ | ■ | |
| **LADWP/Los Angeles, CA** | Various Metro Locations<br>2003 to Present | Los Angeles Water System & Data Acquisition Control (LAWSDAC):<br>• Upgrade iFIX SCADA, deployment of OTLAN, Enterprise Historian and OSI Pi server, migrating and upgrading graphics, databases, I/O drivers, and custom applications | ■ | ■ | ■ | | ■ | ■ | ■ | |
| **LADWP/Los Angeles, CA** | Various Metro Locations<br>2003 to Present | Engineering Control Systems Standards Development:<br>• Control system hardware and software design standardization for Rockwell Automation and GE iFIX based systems, onsite startup, commissioning, and testing | ■ | ■ | ■ | | ■ | ■ | ■ | |

## D. DISCLOSURE

Tetra Tech affirms that no member of the proposed team has any past or current personal connection or private business relationship with any current Banning elected official, appointed official, City employee, or family member of any current Banning elected official, appointed official, or City employee.



# E. EXPERIENCE AND REFERENCES

Tetra Tech's portfolio includes hundreds of projects involving implementation, master plans, and support of SCADA systems for water municipalities. Our team is experienced with providing cybersecurity/OT assessments, control system design, system integration and providing 24/7 support services.

Our project experience is focused on providing our clients a long-term partner for SCADA Implementation support services.

We have included the table below and on the following pages to highlight our project and/or contract experience within the last five years.

We believe these projects are similar to the SCADA Implementation services anticipated by the City of Banning's Public Works Department.

Project profiles for select similar projects are located on the following pages. These include team member roles, agency, and project manager.

***Tetra Tech, along with our key personnel, possess the requisite experience stipulated in the RFP Prerequisites. This expertise is clearly demonstrated in both the cover letter and within pages 8 to 10 of this proposal section.***

## Over 35 Years Developing SCADA Systems & Full-Cycle SCADA Support

| PROJECT NAME OWNER , LOCATION | VALUE (TO DATE) | DURATION | SCADA Implementation | Cybersecurity/OT | Systems Integration | Control System Design | PLC Programming | SCADA Optimization | AVEVA | Allen-Bradley | Startup & Commissioning | 24/7 Support | On-Call Services | Water Utility |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ON-CALL SCADA SERVICES, MAINTENANCE, AND SUPPORT, FULLERTON, CA | $150K | 2023-Ongoing | ♦ | ♦ | ♦ | ♦ | ♦ | ♦ | ♦ | ♦ | ♦ | ♦ | ♦ | ♦ |
| ON-CALL SUPPORT & MAINTENANCE, WRD, LAKEWOOD, CA | $750K | 2022-Ongoing | ♦ | ♦ | ♦ | ♦ | ♦ | ♦ | ♦ | | ♦ | ♦ | ♦ | ♦ |
| ON-CALL SUPPORT & MAINTENANCE, SDPUD, SAN DIEGO, CA | $5M | 2017-Ongoing | ♦ | ♦ | ♦ | ♦ | ♦ | ♦ | ♦ | | ♦ | ♦ | ♦ | ♦ |
| SCADA & PLC STANDARD DEVELOPMENT AND SUPPORT, LADWP, OWENS LAKE, CA | $4M | 2003-Ongoing | ♦ | ♦ | ♦ | ♦ | ♦ | ♦ | | ♦ | ♦ | ♦ | ♦ | ♦ |
| WATER ENGINEERING TECHNICAL SUPPORT, LADWP, LOS ANGELES, CA | $7M | 2003-Ongoing | ♦ | ♦ | ♦ | ♦ | ♦ | ♦ | | ♦ | ♦ | ♦ | ♦ | ♦ |
| CYBERSECURITY PLANNING AND IMPLEMENTATION, CITY OF HOUSTON, HOUSTON, TX | $3M | 2020-Ongoing | ♦ | ♦ | ♦ | | | ♦ | | | | ♦ | ♦ | ♦ |
| SCADA MASTER PLAN, SEATTLE PUBLIC UTILITIES, SEATTLE, WA | $6M | 2018-Ongoing | ♦ | ♦ | ♦ | ♦ | ♦ | ♦ | ♦ | | | ♦ | ♦ | ♦ |
| VALLEY WATER IMPLEMENTATION SANTA CLARA VALLEY WATER DISTRICT, SANTA CLARA, CA | $1M | 2019-Ongoing | ♦ | ♦ | ♦ | ♦ | ♦ | | | | ♦ | | ♦ | ♦ |
| NANSEMOND WWTP, SCADA IMPLEMENTATION, SUFFOLK, VA | $3M | 2023-Ongoing | ♦ | ♦ | ♦ | ♦ | ♦ | | | | ♦ | | | ♦ |



# ON-CALL SCADA SERVICES, MAINTENANCE, AND SUPPORT

CITY OF FULLERTON, CALIFORNIA

**Owner & Contact:**
City of Fullerton
Richard Armendariz
Water Systems Manager
303 W. Commonwealth Ave.
Fullerton, CA 92832
☎ 714.738.5337
✉ Richard.Armendariz@cityoffullerton.com

**Project Value**
$150,000+

**Project Duration:**
2023-Ongoing

**Project Team/Role:**
Amir Ibrahim
Project Manager

James Pham
Technical Manager

Barry Kent, EIT
Automation Specialist

Daniel Delgadillo, EIT
Controls Engineer

Vincent Rivera, PE
QA/QC Engineer

Glen Rozak, PE
Engineer of Record

Since Fall 2023, Tetra Tech has been providing the City of Fullerton with 24/7 on-call SCADA operations support, maintenance, and design/engineering/programming services. The City's Water Distribution system includes 20 sites, consisting of wells, pump stations, reservoirs, MWD interconnects, and two state-of-the-art PFAS (per- and polyfluoroalkyl substances) treatment facilities. SCADA system maintenance support includes on-call access to Tetra Tech's engineers to troubleshoot any operational issues, implement fixes, and administer the SCADA infrastructure to ensure optimal performance and system uptime. Tetra Tech supports the AVEVA System Platform, Allen Bradley PLCs, and a mixture of Keywest Networks and GE/MDS radios.

Notable Achievements:

- Main Plant PFAS Programming, Configuration, and Testing. Startup and Commissioning scheduled for April 2024.
- Providing as-built network diagrams documenting connected network devices, such as routers/switches, servers/workstations, radios, PLCs, OITs, and other field devices.
- Successful proof-of-concept implementation of the replacement of end-of-life/obsolete MDS iNET 900MHz and upgrading to new GE MDS Orbit 900MHz radios for a 4x network bandwidth improvement.
- Virtualization conversion and backup of the City's SCADA servers from bare-metal onto virtual systems.





# ON-CALL SUPPORT & MAINTENANCE

WATER REPLENISHMENT DISTRICT, CALIFORNIA

**Owner & Contact:**
**Water Replenishment District**
Tom Knoell
Water Operations Superintendent
4040 Paramount Blvd.
Lakewood, CA 90712
☎ 310.502.5976
✉ tknoell@wrd.org

**Project Value**
$750,000 (Design)

**Project Duration:**
2022-Ongoing

**Project Team/Role:**
Amir Ibrahim
Project Manager

Barry Kent, EIT
Automation Specialist

Joseph Delgadillo
SCADA Specialist

James Pham
OT Specialist

Since 2022, Tetra Tech has been providing on-call SCADA operations and maintenance support for all three of WRD's water treatment facilities. This includes two advanced water treatment plants and a groundwater desalter. SCADA system maintenance support includes on-call access to Tetra Tech's Engineers to troubleshoot any operations issues, recommend improvements, implement fixes and administer their SCADA infrastructure to ensure optimal performance and system uptime. In addition to providing on-call maintenance support for their SCADA systems, Tetra Tech also performs as the systems integrator for many of WRD's Capital Improvement Projects. In January 2023, the Tetra Tech team was awarded a 3-year agreement to continue providing on-call support for WRD's SCADA systems.

Notable Achievements:

- ☑ Provided AVEVA Wonderware and Modicon PLC programming support for plant process improvements, including stabilized flow reverse osmosis trains into the distribution system.
- ☑ Improved control of plant chemical dosing application by implementing proven analog signal filtering techniques and performing comprehensive tuning and commissioning.
- ☑ Providing consultation for upgrading treatment plant from Modicon Quantum PLC's migration to M580 and upgrading to AVEVA Systems Platform
- ☑ Systems integrator for treatment plant Injection Well Capital Improvement Project.
- ☑ Startup and Commissioning - On-call 24 x 7 support





# ON-CALL SUPPORT & MAINTENANCE

CITY OF SAN DIEGO, CALIFORNIA

**Owner & Contact:**
**City of San Diego**
John Irving
SCADA Supervisor
2797 Caminito Chollas
San Diego, CA 92105
☎ 619.214.1310
✉ rirving@sandiego.gov

**Project Value**
$5,000,000 (Design)

**Project Duration:**
2017-2026

**Project Team/Role:**
Amir Ibrahim
Automation Specialist

James Pham
OT Specialist

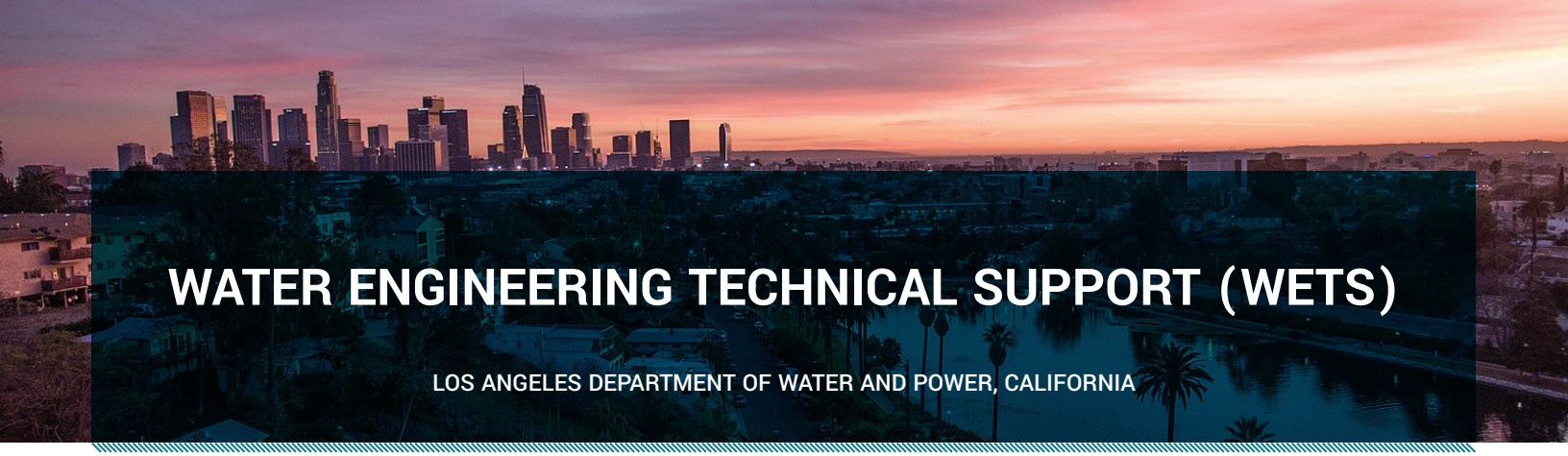
Glen Rozak, PE
Project Manager

Jonathan VanDerZee
Cybersecurity/OT Lead

Since 2017, Tetra Tech has provided ongoing SCADA and PLC design services to the City of San Diego Public Utilities Department's (PUD) three WTPs (Alvarado, Miramar, Otay), the San Vicente Dam, and PUD's water distribution system. Our team is tasked with enhancing the quality of application development, application maintenance, and providing system administrative activities through deployment of our qualified and experienced resources. In 2021, Amir Ibrahim and Glen Rozak were selected to continue providing support to PUD for the Distributed Control System (DCS) and SCADA Support Services contract set to continue until 2026.

Results Generated:

- ☑ Schneider Quantum and Momentum Upgrades to M340 and M580 at critical Distribution and Treatment Sites
- ☑ SCADA Standardization, Redundancy, VMware Virtualization with Comprehensive Veeam Backup/Recovery
- ☑ Cellular communications to Remote Terminal Sites
- ☑ 900MHz RS-232 Serial Data to Ethernet Conversion
- ☑ Central SCADA configuration, administration and development
- ☑ Comprehensive Electrical / I&C Design review
- ☑ Cyber-Vulnerability Assessments
- ☑ Startup and commissioning - On Call 24 x 7 Support
- ☑ Support & Maintenance for all 3 Water Treatment's AVEVA Wonderware SCADA system
- ☑ Within the first 1 month of service, the Tetra Tech team was fielding most of all routine troubleshooting calls for all three of the City's Water Treatment facilities.
- ☑ Within the first 6 month, the Tetra Tech team had the City's entire SCADA system for their distribution system virtualized.
- ☑ Completed of Control System survey of entire water system to upgrade PLC infrastructure from obsolete Schneider Quantum to Modicon M580 architecture.



# WATER ENGINEERING TECHNICAL SUPPORT (WETS)

LOS ANGELES DEPARTMENT OF WATER AND POWER, CALIFORNIA

**Owner & Contact:**
Los Angeles Department of Water and Power
Russell Woll
Managing Water Utility Engineer
111 N. Hope Street
Los Angeles, CA 90012
☎ 213.367.6687
✉ Russell.Woll@ladwp.com

**Project Value**
$7,000,000 (Design)

**Project Duration:**
Ongoing Support Services

**Project Team/Role:**
Amir Ibrahim
Project Manager

Glen Rozak, PE
Controls Engineer

Vincent Rivera, PE
Project Engineer

Joseph Delgadillo
Software Engineer

Daniel Delgadillo, EIT
Controls Engineer

Craig Barnes, PE
Electrical Engineer

For two decades, Tetra Tech has partnered with Los Angeles Department of Water and Power (LADWP) to support water engineering, standards development and capital improvement support for the WETS Program. These services include:

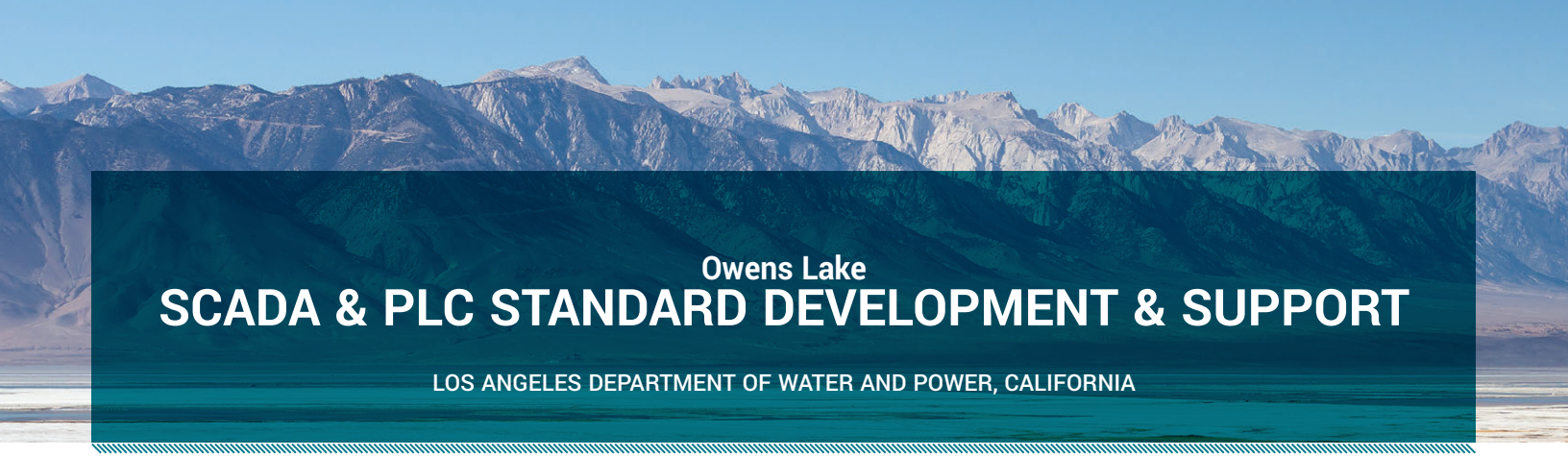
**Engineering Control Systems Standards Development.** Tetra Tech was tasked with providing control system hardware and software design standardization services for the LADWP Water Engineering and Technical Services Department. Tetra Tech team members provided object-oriented PLC and HMI software design, programming, and development for Rockwell Automation ControlLogix and GE iFIX based systems. Tasks included the delivery of highly standardized repeatable and re-usable software component design; implementation of change management and design process; on-site startup; and commissioning and test of CompactLogix RTU and ControlLogix sites. As a result of these standards, SCADA development time decreased by 50% as well as a reduction in field time. To add to this accolade, the team also saw a reduction in errors and inconsistencies.

**Capital Improvement Projects.** Tetra Tech served as Water Engineering and Technical Service in-house controls system consultant since 2003. In this role, Tetra Tech personnel have participated in various water distribution, chloramination and ultra violet disinfection projects. The team worked closely with department engineers to assist in I&C engineering, software standards development, software development, staff training, project management and start-up and commissioning.

Notable projects that were commissioned include the following:

- North Hollywood West Advanced Oxidation Plant
- Tujuna Advanced Oxidation Plant
- Mission Wells Pump Station
- Manhattan Wells Pump Station
- 99st Chloramination Station

**Los Angeles Water System & Data Acquisition Control (LAWSDAC).** Tetra Tech worked closely with LADWP to upgrade the LAWSDAC's iFIX SCADA from v4.0 to v5.8, as well as the deployment of the OTLAN which included the Enterprise Historian and the OSI Pi server. In this role, Tetra Tech facilitated migration, customization, and upgrading of: graphics; databases; I/O drivers; historian databases; and various applications.



Owens Lake

# SCADA & PLC STANDARD DEVELOPMENT & SUPPORT

LOS ANGELES DEPARTMENT OF WATER AND POWER, CALIFORNIA

**Owner & Contact:**
Los Angeles Dept. of
Water and Power
Jordan Tolle
Electrical Engineer Supervisor
100 Sulfate Road
Keeler, CA 93530
☎ 213.367.3778
✉ Jordan.Tolle@ladwp.com

**Project Value**
$4,000,000 (Design)

**Project Completed:**
2003-Ongoing

**Project Team/Role:**
Amir Ibrahim
Project Manager,
SCADA On-Call

Glen Rozak, PE
Project Manager,
Phase 1 North Upgrade

Craig Barnes, PE
Electrical Engineer

Barry Kent
Automation Specialist

The $3 billion Owens Lake Dust Mitigation Program was developed in order to mitigate dust impacting communities surrounding Owens Lake. Beginning in 2003, Tetra Tech has provided SCADA & PLC support to the Los Angeles Department of Water and Power (LADWP) for the upgrades and enhancements to the water enterprise's SCADA system on the Owens Lake Dust Mitigation Project.

Projects our team supported includes:

Owens Lake Dust Mitigation SCADA Support & Maintenance. As-needed on-site programing, troubleshooting and support of the Owens Lake SCADA and telemetry system (approximately 20,000 IO points), including: iFIX SCADA, Allen-Bradley SLC to ControlLogix PLC upgrades, Remote IO/fiber network troubleshooting, 900MHz and 2.4 GHz 802.11 wireless radios, process instrumentation (flow meters and pressure sensors), control valves, pumps, VFD's, drain management units, automatic brush filters, sand separators, integrated scheduling tool, flow-pressure management tool.

Owens Lake SCADA Standardization Project. Tetra Tech provided on-site SCADA assessment and system modernization which included: The evaluation of SCADA related applications and interfaces; End-user interview and requirements definition; Gap analysis, reporting and recommendations; Network infrastructure audit; SCADA and control system philosophies development. The team also provided a recommendations upgrade of approximately 50 SLC based sites to ControlLogix, detailed control narrative definitions, and object-oriented and standardized Allen-Bradley PLC and HMI software programming development.

Owens Lake Phase 1 North Upgrade. Owens Lake Phase 1 North Upgrade seeks to develop irrigation turn-outs and needed pump stations for water tillage to address dust mitigation. Tetra Tech was the I&C Engineer of Record for the comprehensive 30,60,90, and 100-percent design packages. In this role, their primary task is the preparation of I&C design bid packages including: all Allen-Bradley ControlLogix PLC-based design specifications, SLC replacements, master IO list, network layout, radio telemetry, panel specifications and design layout, P&ID's, control narratives, loop diagrams, instrumentation, outage planning, phasing and demolition plans. Additionally, the team provided the preparation of electrical design bid packages such as: 4.8kV Medium Voltage and 480/208/120 Low Voltage design, equipment and panel layout, one-lines, cable specifications, conduit schedules, motor controls, wiring diagrams, site plans, ETAP coordination study, outage planning, phasing, and demolition plans.



# CYBERSECURITY PLANNING & IMPLEMENTATION

CITY OF HOUSTON, TEXAS

**Owner & Contact:**
City of Houston
David Williams
Project Manager
611 Walker Street
Houston, Texas 77002
☎ 832.395.3830
✉ David.Williams@houstontx.gov

**Project Value**
$2M (Design)

**Project Completed:**
2020-2023 (Assessment & Planning)

**Project Team/Role:**
David Espy, CISSP
Technical Lead

The City of Houston Water provides water and wastewater services to a population of approximately 2.2 million throughout the Houston metropolitan area, covering a four county service area of over 600 square miles. The City's SCADA network provides the backbone for all water and wastewater system operational monitoring and control.

The City engaged Tetra Tech to develop a cybersecurity program framework to confirm SCADA cyber assets conform to current cybersecurity best practices and guidance. The project goal is to develop a secure architecture to support SCADA in the future, and to develop plans to upgrade existing City SCADA network infrastructure to meet the enhanced cybersecurity goals. The assessment included review of the organization, methods, technology, security policies and procedures, and communications systems related to operations and security of the Houston SCADA Network. This required collaboration with multiple departments, stakeholders, and control system end users to develop the use cases and understanding of how the system is used and maintained. Recommendations will be made for improvements in each of these areas and a risk based prioritization plan for capital improvements that allows the City to move forward with selected design and implementation projects in Phase II.



# ICS SCADA MASTER PLAN & CYBERSECURITY ASSESSMENT PLAN

SEATTLE PUBLIC UTILITIES, WASHINGTON

**Owner & Contact:**
Seattle Public Utilities
Ramon Mesta
SCADA Engineering Supervisor
700 5th Ave Ste. 4900
Seattle, WA 98104
☎ 206.256.6988
✉ Ramon.Mesta@seattle.gov

**Project Value**
$4.8M (Design)

**Project Completed:**
2018-Ongoing

**Project Team/Role:**
James Pham
OT/SCADA Project Engineer

David Espy, CISSP
OT/Cybersecurity Lead

Greg Conley
Technical Lead

Seattle Public Utilities (SPU) provides solid waste, sewage and drainage services for Seattle residents and businesses and drinking water services for 1.5 million regional customers. As part of the Combined Sewer Overflow (CSO) Reduction Program, SPU has embarked on an enhancement strategy to transform its ICS system from a passively controlled system to an actively controlled (real-time) system.

SPU has engaged Tetra Tech to develop a high-level ICS Master Plan for Water and DWW. The Master Plan documents the current state of the ICS, SPU's vision and goals for the ICS, upcoming projects or initiatives that would impact the ICS, and gaps between SPU's vision and goals and the current state. The resulting plan includes immediate and long-term strategies to align SCADA functionality to future requirements in line with SPU's mission and vision over time. The ICS was evaluated using current industry best practices, along with AWIA (America's Water Infrastructure Act) and NIST (National Institute of Standards and Technology) guidelines for ICS cybersecurity.

Major tasks include: Site surveys of representative sites; stakeholder workshops; gap analysis; cybersecurity assessment; alternatives analysis; and a prioritized project roadmap.

# Subconsultant Spotlight: SOFFA Electric

Our team will be supported by SOFFA Electric for panel fabrication and instrumentation support on an as-needed basis. Founded in Los Angeles in 1972, SOFFA Electric specializes in control systems integration and fabrication designed to improve efficiency and reduce operational costs for Municipalities, Water and Wastewater Treatment Systems, and Industrial Sector. SOFFA employs senior engineers and technicians that are available 24/7 to provide system maintenance should you develop a problem that desires immediate attention.

## Joint Work with SOFFA Electric

Tetra Tech and SOFFA Electric have worked together as subcontractors supporting multiple LADWP projects. Tetra Tech would like to continue the working relationship with SOFFA Electric as we can vouch of the quality and excellence we've come to expect from control panel fabrication and instrumentation support. Below highlights joint work between our firms:

- North Hollywood Central Advanced Oxidation Plant, LADWP, Value $200M (ongoing; TT & SOFFA - subconsultants)
- Tujunga Advanced Oxidation Plant, LADWP, Value $200M (ongoing; TT & SOFFA - subconsultants)
- Stone Canyon Floating Cover Project, LADWP, Value $35M (completed: 2019; TT & SOFFA - subconsultants)

# CLIENT REFERENCES

| PROJECT NAME / OWNER | CONTACT NAME / TITLE | PHONE / EMAIL |
|---|---|---|
| On-Call SCADA Integration Services, Support, and Maintenance | Richard Armendariz<br>Water Systems Manager | ☎ 714.738.5337<br>✉ richard.armendariz@cityoffullerton.com |
| On-Call Support & Maintenance<br>Water Replenishment District | Tom Knoell,<br>Water Operations Superintendent | ☎ 310.502.5976<br>✉ tknoell@wrd.org |
| On-Call Support & Maintenance<br>City of San Diego | John Irving,<br>SCADA Supervisor | ☎ 619.214.1310<br>✉ rirving@sandiego.gov |
| Water Engineering Technical Support (WETS)<br>Los Angeles Department of Water and Power | Russell Woll,<br>Managing Water Utility Engineer | ☎ 213.367.6687<br>✉ Russell.Woll@ladwp.com |
| SCADA & PLC Standard Dev. & Support<br>Los Angeles Department of Water and Power | Jordan Tolle<br>Electrical Engineer Supervisor | ☎ 213.367.3778<br>✉ Jordan.Tolle@ladwp.com |
| Cybersecurity Planning & Implementation<br>City of Houston | David Williams<br>Project Manager | ☎ 832.395.3830<br>✉ David.Williams@houstontx.gov |
| ICS SCADA Master Plan and Cybersecurity<br>Seattle Public Utilities | Ramon Mesta<br>SCADA Engineering Supervisor | ☎ 206.256.6988<br>✉ Ramon.Mesta@seattle.gov |

# Price Proposal


| RFP SECTION | Title | Page |
|---|---|---|
| V.C | Price Proposal | 24 |

# PRICE PROPOSAL

**BID AMOUNT: $205,000**

## BREAKDOWN OF HOURS, COSTS AND FEES

The breakdown of hours, costs and fees are an estimate based solely on the scope published in RFP-23-054. The final fee will be submitted to the City of Banning upon formalization of the Scope of Service and Compensation.

### Standards Coordination with City Staff and Vendors

**Fee: $37,750**

The primary objective is to establish a robust framework for effective collaboration between the project team, city staff, and external vendors. This entails the development and adherence to industry standards and best practices in the realm of Operational Technology (OT), Industrial Control Systems (ICS), and Supervisory Control and Data Acquisition (SCADA). The task will delineate the specific standards that will govern the project, encompassing cybersecurity, interoperability, and compliance with relevant regulations. City staff will play a crucial role in this process, contributing their expertise and insights to ensure alignment with municipal goals and requirements.

| Staff | Hours |
|---|---|
| OT Specialist | 50 |
| Automation Specialist IV | 24 |
| Automation Specialist III | 24 |
| Software Specialist III | 24 |
| I&C Engineer IV (Engineer of Record) | 4 |
| ONSITE Automation Specialist IV | 16 |
| I&C Engineer IV | 8 |
| Project Manager | 2 |
| **Total Hours** | **152** |

### Develop and Maintain SCADA/Industrial Controls Standards

**Fee: $37,750**

The project team will undertake the responsibility of developing a set of robust, industry-specific standards that align with best practices and regulatory requirements. This includes defining protocols, communication standards, cybersecurity measures, and interoperability guidelines tailored to the unique needs of the OT/ICS/SCADA environment. Collaborative efforts with relevant stakeholders, industry experts, and city staff will be emphasized to ensure that the developed standards remain current, effective, and in compliance with the latest advancements and regulatory frameworks.

| Staff | Hours |
|---|---|
| OT Specialist | 50 |
| Automation Specialist IV | 24 |
| Automation Specialist III | 24 |
| Software Specialist III | 24 |
| I&C Engineer IV (Engineer of Record) | 4 |
| ONSITE Automation Specialist IV | 16 |
| I&C Engineer IV | 8 |
| Project Manager | 2 |
| **Total Hours** | **152** |

## SCADA Infrastructure Maintenance

**Fee: $10,870**

The project team will outline a comprehensive maintenance plan that encompasses routine inspections, software updates, hardware upgrades, and proactive measures to ensure the continuous and reliable operation of the SCADA system within the ICS environment. Specific tasks may include regular system health checks, cybersecurity audits, and performance assessments to identify and address any vulnerabilities or inefficiencies promptly.

| Staff | Hours |
|---|---|
| OT Specialist | 42 |
| Project Manager | 2 |
| **Total Hours** | **44** |

## On-Call SCADA Troubleshooting

**Fee: $14,890**

The project team will maintain a 24/7 on-call support structure, ensuring rapid response times to mitigate potential disruptions to the SCADA environment.

| Staff | Hours |
|---|---|
| OT Specialist | 18 |
| Automation Specialist IV | 10 |
| Automation Specialist III | 10 |
| Software Specialist III | 10 |
| ONSITE Automation Specialist IV | 10 |
| Project Manager | 2 |
| **Total Hours** | **60** |

## Functional SCADA Enhancements

**Fee: $38,510**

The primary objective is to define the specific capabilities and operational features that the SCADA system must exhibit to meet the needs of the City's ICS environment. Tetra Tech will assist in detailing user interfaces, data visualization tools, and reporting mechanisms to ensure effective management and oversight of critical infrastructure components. The project team aims to align stakeholder expectations, facilitate effective communication, and guide the development of a robust and functional SCADA system tailored to the City's unique needs.

| Staff | Hours |
|---|---|
| OT Specialist | 46 |
| Automation Specialist IV | 24 |
| Automation Specialist III | 24 |
| Software Specialist III | 24 |
| I&C Engineer IV (Engineer of Record) | 4 |
| ONSITE Automation Specialist IV | 16 |
| I&C Engineer IV | 8 |
| OT Specialist IV | 6 |
| Project Manager | 2 |
| **Total Hours** | **154** |

## Instrumentation Troubleshooting Support

**Fee: $12,080**

The project team includes Instrumentation Specialists (subconsultant SOFFA) to provide any field instrumentation support. The fee is estimated at approximately $11,500 for instrumentation support plus two hours of project management time.

| Staff | Hours |
|---|---|
| Instrumentation Specialist | As Needed |
| Project Manager | 2 |
| **Total Hours** | **2** |

## Maintain Existing Documentation

**Fee: $23,950**

The project team will lead or assist in the regular review, revision, and verification of existing documentation, including but not limited to system architecture diagrams, user manuals, configuration files, and standard operating procedures. This task aims to ensure that all documentation remains accurate, up-to-date, and readily accessible, thereby enhancing the system's reliability, facilitating troubleshooting processes, and promoting a comprehensive understanding of the SCADA infrastructure among relevant stakeholders.

| Staff | Hours |
|---|---|
| OT Specialist | 26 |
| Automation Specialist IV | 16 |
| Automation Specialist III | 16 |
| Software Specialist III | 16 |
| I&C Engineer IV (Engineer of Record) | 4 |
| ONSITE Automation Specialist IV | 12 |
| I&C Engineer IV | 4 |
| Project Manager | 2 |
| **Total Hours** | **96** |

## Cybersecurity & Enhancements

**Fee: $19,950**

The project team will detail specific cybersecurity measures, protocols, and enhancements aimed at safeguarding critical infrastructure against potential threats. This may include the implementation of advanced intrusion detection systems, regular vulnerability assessments, and the enforcement of robust access controls.

| Staff | Hours |
|---|---|
| OT Specialist | 46 |
| OT Specialist III | 24 |
| OT Specialist IV | 6 |
| Project Manager | 2 |
| **Total Hours** | **78** |

## Travel

**Fee: $5,000**

Travel cost is estimated with no markups.

STANDARD HOURLY BILLING RATES AND EXPENSE REIMBURSEMENT SCHEDULE

NOTE: Rates are valid from 5/1/2024 through 4/30/2025

| CITY OF BANNING SCADA ON-CALL HOURLY RATES | *Standard* | *Overtime* | *Premium* |
|---|---|---|---|
| **Automation Specialist IV (includes ONSITE specialist)** | **$265.00** | | |
| **Automation Specialist III** | **$230.00** | | |
| **Automation Specialist II** | **$195.00** | | |
| **Automation Specialist I** | **$170.00** | | |
| **Software Engineer IV** | **$270.00** | | |
| **Software Engineer III** | **$230.00** | | |
| **Software Engineer II** | **$195.00** | | |
| **Software Engineer I** | **$170.00** | | |
| **I&C Engineer IV (I&C Engineer / Engineer of Record)** | **$290.00** | | |
| **I&C Engineer III** | **$265.00** | | |
| **I&C Engineer II** | **$230.00** | | |
| **I&C Engineer I** | **$195.00** | | |
| **Instrumentation Specialist (subconsultant SOFFA)**[7] | **$185.00** | **$277.50** | **$350.00** |
| **Electrical Engineer IV** | **$290.00** | | |
| **Electrical Engineer III** | **$265.00** | | |
| **Electrical Engineer II** | **$230.00** | | |
| **Electrical Engineer I** | **$195.00** | | |
| **OT Specialist IV** | **$290.00** | | |
| **OT Specialist III** | **$265.00** | | |
| **OT Specialist (Technical Manager)** | **$245.00** | | |
| **QA/QC Engineer** | **$265.00** | | |
| **Drafting II** | **$135.00** | | |
| **Drafting I** | **$110.00** | | |
| **Project Manager** | **$290.00** | | |

1. *The fee schedule above shall remain fixed for Year 1 (5/1/2024 - 4/30/2025) of the Agreement, unless formally amended by the City. Any adjustments to the fee schedule will be negotiated at the beginning of each Agreement year, subject to a possible maximum increase based on the local consumer price index (CPI) rate. Rate increases will be submitted to the City for written approval prior to going into effect.*
2. *Travel time and cost will be billed to the City. Charges invoiced to the City for travel, lodging and subsistence will be billed at cost and will not exceed the current IRS rates.*
3. *There will be a two-hour minimum charge for emergency calls. Tetra Tech rates for emergency calls and after-hours work will be billed at the standard hourly rate with no markup.*
4. *Onsite work will be charged a minimum of 3 hours.*
5. *Remote work will not have a minimum hour charge.*
6. *All materials purchased that are directly related to the work will be pre-approved by the City and billed at cost plus a 15% markup.*
7. *Instrumentation Specialist rates will be billed to the City as detailed below, plus a15% markup:*
   - *Standard Rate: Monday - Friday from 7:00 AM to 5:00 PM*
   - *Overtime Rate: Monday - Friday after 5:00 PM, Saturday 7:00 AM to 5:00 PM, or for hours in excess of 8 hours per day*
   - *Premium Rate: Saturdays after 5:00 PM, and any hours worked on Sundays and federal holidays*

**CITY OF BANNING**
**STAFF REPORT**

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Douglas Schulze, City Manager** |
| **PREPARED BY:** | **Carla Young, Business Support Manager**<br>**Art Vela, Director of Public Works** |
| **MEETING DATE:** | **June 25, 2024** |
| **SUBJECT:** | **Consideration of Resolution 2024-101, Approving the Use of the Public Utility Exceptions for Informal Procurements Under Article 2, Section 3-105, Note 7 of the City's Purchasing Policy No. B-30, for Fiscal Year 2024-25 for the Purchase of Certain Supplies, Materials and Equipment for the City's Public Utility Departments** |

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**RECOMMENDATION:**

Adopt Resolution 2024-101.

**BACKGROUND:**

In February of 2019, the City Council adopted Resolution 2018-156, approving the Purchasing Officer's recommended amendments to the City's Purchasing Policy No. B-30. Within this updated Policy, Article 2, Section 3-105, Note 7 provides exceptions from regular purchasing procedures for the City's utilities (electric, sewer, and water) for certain types of materials, equipment and supplies listed in that Note. The list of items that may, with City Council approval, and with the review and approval by the Purchasing Officer, be purchased without formal competitive bids are provided in Attachment 2, Purchasing Policy, to this staff report. This list is sometimes referred to as the exceptions list.

The City's utilities, as a matter of routine business, regularly consume specific commodities, materials, inventory, and services which are included in the exceptions list, and that are typical to the operations, maintenance, planned replacement, and capital improvements of their respective enterprise services. In order to provide good customer service in a safe, timely, uninterrupted, and efficient manner, it is necessary for the utilities to routinely and at times, quickly, purchase these specifically excepted items without the delay that would result from compliance with the formal bidding procedures.

City staff understands that by invoking this exception, the staff in the Utility Departments would not be required to procure the items on the exceptions list through a formal competitive process. However, to address this issue and avoid an overuse of this exception, the approved Purchasing Policy incorporates two checks and balances applicable to purchases using these exceptions. In addition to the Council's authorization of these exceptions, the Purchasing Officer reviews these exceptions to formal procurement requirements through the requisition process. The Purchasing Officer is aware that there are items that often pose a peculiar and unique purchasing circumstance in which it can be difficult to acquire suitable and appropriate items that meet the distinct, specific needs of the utilities and are necessary to allow them to maintain adequate service levels for utility customers. Due to the nature of the public utilities industry, the specific and aged utilities' assets, and limited availability of qualified vendors, authorizing the exceptions within the Purchasing Policy will allow the utilities to meet the goals and needs set forth by Council to better serve the City's utility customers.

As standard practice and whenever possible, the public utilities departments will acquire more than one quote for a product, to ensure wise use of funds. When this is not possible or a situation is presented where it would be detrimental to reliability and service, the sole source function within the Purchasing Policy may be utilized, subject to the approval and recommendation of the Purchasing Officer. The public utilities of the City of Banning strive to provide continuity of service and improve work flow while purchasing the item for the best price and maintaining appropriate purchasing standards and practices.

**JUSTIFICATION:**

The City's utilities maintain capital improvement plans that have been reviewed and approved by the City Council. Further, the capital improvement plans and annual operations and maintenance programs are included in annual budgets and are authorized by the City Council on a regular basis. Requiring City Council review of routine purchases that are already approved through the capital improvement planning and regular budgeting updates can be redundant and inefficient. In addition, the routine practice of obtaining competitive proposals, bids or quotes from material vendors often will not result in cost-efficiencies because the items are unique, or the items have been found to be purchased for the best price from a particular vendor. The primary purpose of the City's utilities is to provide continued reliable, and uninterrupted utility services. In order to ensure that the City's utility services remain consistently reliable, it is necessary for the City's utilities to have the means to quickly and efficiently acquire specific goods, equipment and services as identified and approved in advance by the City Council, and set forth as exceptions in the City's Purchasing Policy. The adoption of the Resolutions herein will serve to further ensure the continued, reliable provision of utility services to the City while at the same time providing authority to the Purchasing Officer to review and approve of the use of the exception for those purchases.

**FISCAL IMPACT:**

Expedited processing of purchase requisitions for items on the Purchasing Policy exceptions list will improve the timeliness, efficiency, and effectiveness of staff, and result in greater efficiency in the provision of utility services, thereby saving money.

**ALTERNATIVES:**

1. Adopt Resolution 2024-101, as recommended.
2. Adopt Resolution 2024-101, with modifications.
3. Do not approve Resolution 2024-101 and provide alternative direction to staff.

**ATTACHMENTS:**

1. Resolution 2024-101, Utility Purchasing Exceptions.docx
2. B-30 Procurement Pages 16 and 17.pdf

**RESOLUTION 2024-101**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE USE OF THE PUBLIC UTILITY EXCEPTIONS FOR INFORMAL PROCUREMENTS UNDER ARTICLE 2, SECTION 3-105, NOTE 7 OF THE CITY'S PURCHASING POLICY NO. B-30, FOR FISCAL YEAR 2024-25 FOR THE PURCHASE OF CERTAIN SUPPLIES, MATERIALS AND EQUIPMENT FOR THE CITY'S PUBLIC UTILITY DEPARTMENTS**

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

**WHEREAS**, the City Council has the authority to create and maintain a system of ordinances by establishing its own municipal code; and

**WHEREAS,** the City Council has established a purchasing system in **Title 3 – Revenue and Finance, Chapter 3.24 – Purchasing System** of the Banning Municipal Code. That System designates the City Manager or his or her designee as the Purchasing Officer of the City of Banning; and

**WHEREAS,** the City has adopted a Purchasing Policy No. B-30 that requires materials, supplies and equipment be purchased in a competitive manner and based on certain procedures to ensure that items are purchased for the best price available so as to save the City money; and

**WHEREAS,** Resolution 2018-156, approved by the City Council on February 26, 2019, amended the Purchasing Policy to include public utility exceptions that would allow the informal procurement of certain goods, equipment and services without competitive bids, quotes or proposals, provided that the City Council approves the public utility exceptions on an annual basis and the use of the exception is approved by the Purchasing Officer of the City.

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

SECTION 1. The Banning City Council hereby authorizes the City's public utilities to utilize the public utility exceptions for informal procurements under **Article 2, Section 3-105 Note 7 of the Purchasing Policy No. B-30**, for Fiscal Year 2024 for the purchase of certain supplies, materials or equipment for the City's Public Utility Departments as provided in Note 7 to that Policy.

SECTION 2. The City's Public Works Director is authorized to Purchase items included on the public utility exceptions list by informal procurement, provided procurement of the items has previously been approved in the current bi-annual budget as a matter of normal operations, maintenance, or a current capital improvement project. Further, staff is directed to report on a timely basis to the City Council any purchase in excess of $25,000.

SECTION 3. The Purchasing Officer is authorized to process purchase requisitions of public utility exception items under informal procedures applicable to such excepted items, consistent with the Purchasing Policy, provided the expenditures or encumbrances fall within the authorized spending limits of the annual operating or capital budget of the respective utility.

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 25th day of June 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 2024-101, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of June 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

| | |
|---|---|
| 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 |

# CITY OF BANNING
# STAFF REPORT

**TO:** **CITY COUNCIL**

**FROM:** **Douglas Schulze, City Manager**

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

**MEETING DATE:** **June 25, 2024**

**SUBJECT:** **Consideration of Resolution 2024-102, Approving a Cooperative Agreement Between the City of Banning, the City of Beaumont, and the County of Riverside to Share the Cost of a Fire Engine Company**

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**RECOMMENDATION:**

Adopt Resolution 2024-102.

**BACKGROUND:**

The City of Banning has contracted with Riverside County Fire Department/CalFire, for Fire Protection, Fire Prevention, Rescue, Fire Marshall and Medical Emergency Services since 1991.

This agreement has been approved in three-year increments. The current agreement was set to expire on June 30, 2024.

**JUSTIFICATION:**

The City of Banning requested an additional Fire Safety Supervisor be added to our contract on Resolution 2023-195 on December 12, 2023. Riverside County amended the agreement to add that position and extend the agreement to June 30, 2025.

The Cooperative Agreement between the City of Banning, The City of Beaumont, and the County of Riverside to share the cost of a fire engine company was not included in this amendment. This amendment provides service sharing with Station 20 located at 1550 E. Sixth Street in Beaumont until June 30, 2025. Station 20 provides most all services to District 3 and parts of District 4.

The City wishes to amend this agreement to June 30, 2025 to align with the Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue, Fire Marshall and Medical Emergency Services.

**FISCAL IMPACT:**

The cost of the agreement is $874,471. The cost of this amendment is included in the original Cooperative Agreement.

**ALTERNATIVES:**

If City Council chooses not to approve this amendment, the City of Banning will not have access to services provided by Station 20 and all services required for the City of Banning will be provided by Station 89 located at 172 E. Murray Street.

**ATTACHMENTS:**

1. Resolution 2024-102, Fire Services Amendment.docx

2. E20 Cost Share BANNING-BEAUMONT-COUNTY Agreement 07012024-06302029 20240501 FINAL.pdf
3. 25Banning 66HR Estimate.pdf
4. Resolution_2024-102__Fire_Services_Amendment.docx
5. Banning - 6-25-24 CC Staff Report (Joint Cooperative Agreement for Shared Costs for Fire Engine Company).docx

**RESOLUTION 2024-102**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN AMENDMENT TO THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF BANNING, THE CITY OF BEAUMONT, AND THE COUNTY OF RIVERSIDE TO SHARE THE COST OF A FIRE ENGINE COMPANY**

**WHEREAS**, The City of Banning has contracted with Riverside County Fire Department/CalFire, for Fire Protection, Fire Prevention, Rescue, Fire Marshall and Medical Emergency Services since 1991.This agreement has been approved in three-year increments. The current agreement was set to expire on June 30, 2024; and

**WHEREAS**, The City of Banning requested an additional Fire Safety Supervisor be added to our contract on Resolution 2023-195 on December 12, 2023. Riverside County amended the agreement to add that position and extend the agreement to June 30, 2025; and

**WHEREAS,** The Cooperative Agreement between the City of Banning, The City of Beaumont, and the County of Riverside to share the cost of a fire engine company was not included in this amendment. This amendment provides service sharing with Station 20 located at 1550 E. Sixth Street in Beaumont until June 30, 2025. Station 20 provides most all services to District 3 and parts of District 4; and

**WHEREAS,** the City wishes to amend this agreement to expire June 30, 2025 to align with the Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue, Fire Marshall and Medical Emergency Services.

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

SECTION 1. The City Council approves the amendment to the Cooperative Agreement between the City of Banning, the City of Beaumont, and the County of Riverside to share the cost of a fire engine.

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

**PASSED, APPROVED AND ADOPTED** this 25th day of June 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 2024-102, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of June 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

**EXHIBIT A**
Cooperative Agreement with City of Beaumont and the County of Riverside

**A COOPERATIVE AGREEMENT BETWEEN THE CITY OF BANNING, THE CITY OF BEAUMONT, AND THE COUNTY OF RIVERSIDE TO SHARE THE COST OF A FIRE ENGINE COMPANY**

THIS AGREEMENT ("Agreement") was made and entered into this day _____ of _____, 2024, by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Fire Department (hereinafter referred to as "COUNTY"), and the City of Banning and the City of Beaumont, duly created cities (hereinafter each a "CITY" and collectively as "CITIES"). COUNTY and CITIES hereinafter may also collectively be referred to as the "Parties."

SECTION I: PURPOSE

A. The COUNTY has contracted with the City of Banning individually pursuant to that certain Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Banning, dated June 22, 2021, by and between the City of Banning and the County of Riverside, as amended (the "Banning Cooperative Agreement").

B. The COUNTY has contracted with the City of Beaumont individually pursuant to that certain Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Beaumont, dated June 29, 2021, by and between the City of Beaumont and the County of Riverside (the "Beaumont Cooperative Agreement").

C. The CITIES and COUNTY desire to enter into a cost sharing agreement for one (1) fire engine company that will be of mutual benefit for all involved agencies. The CITIES and COUNTY agree that the current fire engine company provides service to the City of Banning as well as to the City of Beaumont and unincorporated territory of the County.

D. The CITIES and COUNTY desire that each party pay one-third (1/3) of the fire engine staffing costs.

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NOW, THEREFORE, IT IS AGREED as follows:

## SECTION II: COOPERATIVE OPERATIONS

Emergency Responses: The fire engine shall be dispatched, when available, to all emergencies within the jurisdictions of the CITIES and COUNTY.

## SECTION III: COST SHARE

The Parties agree the cost of the fire engine shall be billed to CITIES by the COUNTY within the normal quarterly billing pursuant to the CITIES' respective Cooperative Agreement and the cost will be shown as a line item on that bill. The total amount due under this Agreement by each party will be invoiced on a pro-rata share basis on each party's respective quarterly billing. The CITIES will receive an estimated cost of the fire engine staffing based on the top step salaries of the personnel assigned to the fire engine 20, at the first of the fiscal year. The cost pool of the fire engine staffing costs shall consist of the salaries, benefits, administrative costs of Full Time Employees, and Medic Support Services costs of One (1) Fire Captain, One (1) Fire Apparatus Engineer, One (1) Fire Apparatus Paramedic, Two (2) Firefighter Paramedics, and Three (3) Firefighters.

In the event that the City of Banning secures and receives money from additional funding sources which it allocates to the services described herein, City of Banning shall give COUNTY notice within thirty (30) days, or within a reasonable time thereof, of the amount received. COUNTY will seek reimbursement on behalf of the COUNTY and the City of Beaumont by separate invoice.

## SECTION IV: TERM

The term of this Agreement shall be from July 1, 2024, to June 30, 2029. Any party to this Agreement may terminate this Agreement by providing a written notice of termination to the other parties hereto no less than one (1) year prior to the expiration of the term hereof. If such notice is given unilaterally by COUNTY, except any notice issued because of actions of CAL FIRE or CITIES, COUNTY agrees to continue to provide Fire Services to CITIES until such time as CITIES have a reasonable opportunity to implement alternative Fire Services. In no event shall this Agreement be terminated by any party after June 30, 2027.

The City of Banning agrees to continue to seek alternative funding sources for fire protection services

## SECTION V: INDEMNIFICATION, AUDIT, DISPUTES, & ATTORNEY'S FEES

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITIES, their agencies,

districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, **"City Indemnitees")** for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, **"County Liabilities").** Notwithstanding the foregoing, the only County Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to County Liabilities resulting from the negligence or willful misconduct of a City Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, but subject to the limits in this paragraph, each CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, **"County Indemnitees")** for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder by the respective CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of the respective CITY, its officers, employees, subcontractors, agents, or representatives (collectively, **"City Liabilities").** No CITY shall be required to indemnify, protect, defend and hold harmless County Indemnitees for the acts or omissions of another CITY giving rise to City Liabilities in that other City pursuant to this Agreement. Furthermore, and notwithstanding the first sentence of this paragraph, the City Liabilities with respect to which each CITY's obligation to indemnify, including the cost to defend, the County Indemnitees does not apply with respect to City Liabilities resulting from the negligence or willful misconduct of a County Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement."

## SECTION VI. OWNERSHIP OF THE FIRE ENGINE

The COUNTY owns fire engine 20, and the City of Banning will pay the engine maintenance costs as set forth in the fire engine use agreement through the cost allocation plan as outlined in the “Banning Cooperative Agreement.”

## SECTION VII: DELIVERY OF NOTICES

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other addresses as the respective parties may provide in writing for this purpose.

CITY OF BANNING
City Manager
99 East Ramsey Street
Banning, CA 92220-0998

CITY OF BEAUMONT
City Manager
550 East 6th Street
Beaumont, CA 92223

COUNTY OF RIVERSIDE
County Fire Chief
210 West San Jacinto Avenue
Perris, CA 92570

Any notice required to be given hereunder to either party shall be given by personal delivery or be depositing such notice in the U.S. mail to the address listed, certified with return receipt requested, and pre-paid postage affixed. Such notice shall be deemed made when personally delivered or when mailed. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of method of service.

## SECTION VIII. GENERAL PROVISIONS

### A. ALTERATION OF TERMS

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by all Parties.

### B. DISPUTES

CITIES shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITIES, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITIES has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITIES and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITIES and COUNTY agree to continue with the

responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITIES and COUNTY representatives may be resolved, by mutual agreement of the Parties, through mediation. Such mediator will be jointly selected by the Parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the Parties cannot agree to mediation, the Parties reserve the right to seek remedies as provided by law or in equity. The Parties agree, pursuant to *Battaglia Enterprises v. Superior Court* (2013) 215 Cal.App.4th 309, that each of the parties are sophisticated and negotiated this Agreement and this venue at arm's length. Pursuant to this Agreement, the Parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims made against the COUNTY that involve CAL FIRE employees, to the extent permissible under the COUNTY's contract with CAL FIRE, the claims will be forwarded on to CAL FIRE for processing.

C. WAIVER

Any waiver by any of the Parties, separately or collectively, of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the Parties to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or estopping any one of the CITIES or COUNTY from enforcement hereof.

D. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.

E. ADMINSTRATION

1. The COUNTY Fire Chief shall administer this Agreement on behalf of the County of Riverside.

2. Each CITY's respective City Manager shall administer this Agreement on behalf of its own CITY.

F. ATTORNEYS' FEES

If CITIES fail to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITIES to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

G. PUBLIC RECORDS ACT REQUESTS

The Parties understand and acknowledge that, as public agencies, COUNTY and CITIES are required to comply with the Public Records Act ("PRA," Gov. Code, § 7920 et seq.), which provides for the right of access to public records and other information in the event of the receipt of a qualifying request under the PRA. The Parties understand and acknowledge that such compliance may require disclosure of all relevant, non–exempt documents that fall within the scope of the qualifying request under the PRA, including documents received from and/or concerning the other parties to this Agreement.

H. ELECTRONIC SIGNATURE

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signature, such as digital signatures that meet the requirements of the California Uniform Electronic Transaction Act ((“CUETA”) Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the 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 the CUETA as amended from time to time. The 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 the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the 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.

I. ENTIRE AGREEMENT

This Agreement is intended by the 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 agreement and understanding, oral or written, in connection therewith.

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[Signature Provisions on following page]

IN WITNESS, WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

CITY OF BANNING

Dated: _____ By: _____
Alberto Sanchez, City Mayor

ATTEST:

By: _____
Caroline Patton, Administrative City Clerk

APPROVED AS TO FORM:

By: _____
Serita A. Young, City Attorney

CITY OF BEAUMONT

Dated: _____ By: _____
David Fenn, Mayor

ATTEST:

By: _____
Elain Morgan, City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

[ADDITIONAL SIGNATURE PROVISIONS ON NEXT PAGE]

COUNTY OF RIVERSIDE, a political subdivision of the State of California

Dated: _____

By: _____
Chair, Board of Supervisors

ATTEST:

KIMBERLY A. RECTOR
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
MINH C. TRAN,
County Counsel

By: _____
MELISSA R. CUSHMAN
Deputy County Counsel

# 66–HOUR WORKWEEK ESTIMATE

## CITY OF BANNING
## JANUARY 1, 2024 FOR FY2024/2025

***AS OF THE DATE OF THIS ESTIMATE, CALFIRE HAS NOT PROVIDED ANY DATA OR COST INFORMATION FOR FY 24/25***
***THIS ESTIMATE IS BASED ON FY 23/24 DATA AND AN ESTIMATE OF THE 66 HOUR WORK WEEK STAFFING***

****See notation below for estimate assumptions***

| | CAPTAIN | CAPTAIN MEDICS | ENGINEER | ENGINEER MEDICS | FF II | FFII MEDICS | TOTALS | |
|---|---|---|---|---|---|---|---|---|
| **STA #20** | | | | | | | | |
| Medic Engine | *0 | *1* | *0 | *1* | *0 | *2* | *0 | *8* |
| **STA #89** | | | | | | | | |
| Medic Engine | 292,463 | *1* | 514,582 | *2* | 445,245 | *2* 759,393 *3* | 2,011,683 | *8* |
| **66–HR Workweek** | **292,463** | *1* | | | | | **292,463** | *1* |
| SUBTOTALS | 584,925 | | 514,582 | | 445,245 | 759,393 | **2,304,145** | |
| SUBTOTAL STAFF | *2* | | *2* | | *2* | *3* | | *9* |
| FIRE SAFETY SPECIALIST (PCN 00126230) | | | | 182,560 each | | | 182,560 | *1* |
| SUBTOTAL | | | | | | | **$182,560** | *10* |

| SUPPORT SERVICES ***ESTIMATE*** (Fire Cost Allocation Plan) | | | | | | |
|---|---|---|---|---|---|---|
| Administrative/Operational (Schedule A) | 25,352 | per assigned Staff ** | | | 232,478 | *9.17* |
| Volunteer Program (Schedule B) | 9,442 | per Entity Allocation | | | 9,442 | *1* |
| Medic Program (Schedule C) | 13,236 | Medic FTE and | 2,590 | per Defib | 44,888 | *3* |
| Battalion Chief Support (Schedule D) | 7,655 | per Fire Station Staff | | | 68,891 | *9* |
| ECC Support (Schedule E) | 34.77 | per Call and | 25,228 | per Station | 216,803 | |
| Fleet Support (Schedule F) | 77,786 | per Fire Suppression Equip | | | 155,572 | *2* |
| Comm/IT Support (Schedule G) | 36.27 | per Call and | 26,317 | per Station | 226,157 | |
| Hazmat Support (Schedule I) | 3,001.35 | per Call and | 11,292 | per Station | 48,939 | |
| SUPPORT SERVICES ***ESTIMATE*** SUBTOTAL | | | | | **1,003,170** | |

| | | | | | | |
|---|---|---|---|---|---|---|
| DIRECT CHARGES | | | | | **54,408** | |
| FIRE ENGINE USE AGREEMENT | | 36,250 | each engine | | **72,500** | *2* |
| COOPERATIVE FIRE ENGINE 20 STAFFING SHARE AGREEMENT | | | | | **874,471** | |
| ***Engine 20 Staffing on separate additional Exhibit "A"** | | | | | | |
| TOTAL STAFF COUNT | | | | | | *10* |
| TOTAL ***ESTIMATED*** CITY BUDGET | | | | | **$4,491,254** | |

| | | | | |
|---|---|---|---|---|
| *1.5* | Fire Stations | | *9.0* | Assigned Staff |
| *5,147* | Number of Calls | | *0.17* | Battalion Chief Allocation |
| *3* | Assigned Medic FTE | ** | *9.17* | Total Assigned Staff |
| *2* | Monitors/Defibs | | | |
| *1.5* | Hazmat Stations | | | |
| *10* | Number of Hazmat Calls | | | |

**FY 24/25 POSITION SALARIES TOP STEP (per assumptions below)**

| | | | |
|---|---|---|---|
| 420,339 | DEPUTY CHIEF | 36,250 | FIRE ENGINE |
| 414,814 | DIV CHIEF | 25,352 | SRVDEL |
| 343,598 | BAT CHIEF | 9,442 | VOL DEL |
| 292,463 | CAPT | 13,236 | MEDIC FTE |
| 329,733 | CAPT MEDIC | 2,590 | MEDIC MONITORS/DEFIBS REPLACEMENT |
| 257,291 | ENG | 7,655 | BATT DEL |
| 291,342 | ENG/MEDIC | 25,228 | ECC STATION |
| 222,623 | FF II | 34.77 | ECC CALLS |
| 253,131 | FF II/MEDIC | 77,786 | FLEET SUPPORT |
| 101,771 | ADMINISTRATIVE SERVICES ASSISTANT | 26,317 | COMM/IT STATION |
| 198,182 | COUNTY DEPUTY FIRE MARSHAL | 36.27 | COMM/IT CALLS |
| 152,706 | EMS SPECIALIST | 1,692 | FACILITY STATION |
| 117,561 | FIRE PREVENTION TECHNICIAN | 406.98 | FACILITY FTE |
| 182,560 | FIRE SAFETY SPECIALIST | 11,292 | HAZMAT STATION |
| 197,036 | FIRE SAFETY SUPERVISOR | 3,001.35 | HAZMAT CALLS |
| 155,625 | FIRE SYSTEMS INSPECTOR | 1,987 | HAZMAT VEHICLE REPLACEMENT |
| 96,017 | OFFICE ASSISTANT III | | |

***Cost Assumptions:***

- *All Salaries based on FINAL Salary, Pay Differentials, and Operating Expenses Schedule FY 2023-2024 Dated February 24, 2023*
- *Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2023-24 dated July 2023 Final*
- *Non-Safety Staff and Support Services based on FY23/24 Cost Allocation Plan.*

ESTIMATE

**RESOLUTION 2024-102**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF BANNING, THE CITY OF BEAUMONT, AND THE COUNTY OF RIVERSIDE TO SHARE THE COST OF A FIRE ENGINE COMPANY**

**WHEREAS**, the City of Banning has contracted with Riverside County Fire Department/CalFire, for fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, public services assists, Fire Marshall, and medical emergency services since 1991 (the "Banning Cooperative Agreement"); and

**WHEREAS**, the Riverside County Fire Department/CalFire has contracted separately with the City of Beaumont pursuant to a cooperative agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Beaumont, dated June 29, 2021, by and between the City of Beaumont and the County of Riverside (the "Beaumont Cooperative Agreement").

; and

WHEREAS, the City, the City of Beaumont, and the County desire to enter into a cost sharing agreement for one (1) fire engine company that will be of mutual benefit for the three municipalities (the "Cooperative Agreement"); and

**WHEREAS,** The Cooperative Agreement provides for service sharing with Station 20 located at 1550 E. Sixth Street in Beaumont until June 30, 2025, which station provides mostly all services to City of Banning City Council District 3 and parts of District 4; and

**WHEREAS,** the City wishes to enter into the Cooperative Agreement with a term that will expire on June 30, 2025, to align with the expiration of the term of the Banning Cooperative Agreement.

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

SECTION 1. The City Council approves the Cooperative Agreement between the City of Banning, the City of Beaumont, and the County of Riverside to share the cost of a fire engine company, attached hereto as Exhibit A.

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

**PASSED, APPROVED AND ADOPTED** this 25th day of June 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 2024-102, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of June 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

**EXHIBIT A**
Cooperative Agreement with City of Beaumont and the County of Riverside

**CITY OF BANNING**
**STAFF REPORT**

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Douglas Schulze, City Manager** |
| **PREPARED BY:** | **Laurie Sampson, Assistant City Manager** |
| **MEETING DATE:** | **June 25, 2024** |
| **SUBJECT:** | **Consideration of Resolution 2024- 102, Approving a Cooperative Agreement Between the City of Banning, the City of Beaumont, and the County of Riverside to Share the Cost of a Fire Engine Company** |

## RECOMMENDATION:

Adopt Resolution 2024-102.

## BACKGROUND:

The City of Banning has contracted with Riverside County Fire Department/CalFire, for fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, public service assists, Fire Marshall, and medical emergency services since 1991 (the "Banning Cooperative Agreement").

The Banning Cooperative Agreement has been approved in three-year increments.

## JUSTIFICATION:

In 2023, the City of Banning requested that the County include an additional Fire Safety Supervisor within the scope of services under the Banning Cooperative Agreement by the City Council's adoption of Resolution 2023-195 on December 12, 2023. The County subsequently amended the Banning Cooperative Agreement to add that position and extend the term of the Agreement to June 30, 2025.

Separately, the County contracts with the City of Beaumont to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Beaumont (the "Beaumont Cooperative Agreement").

The City, Beaumont, and the County wish to enter into a cost sharing agreement for a fire engine company that will be of mutual benefit for the City, Beaumont, and the unincorporated territory of the County. The attached proposed Cooperative Agreement between the City of Banning, the City of Beaumont, and the County of Riverside outlines the shared costs for the fire engine company between the three agencies. The proposed Cooperative Agreement provides for service sharing with Station 20 located at 1550 E. Sixth Street in the City of Beaumont until June 30, 2025. Station 20 provides mostly all services to District 3 in the City and parts of District 4 in the City.

The City wishes to enter into this proposed Cooperative Agreement, with a term expiring on June 30, 2025, to align with the services provided under the Banning Cooperative Agreement.

## FISCAL IMPACT:

The cost of the proposed Cooperative Agreement is $874,471, which is included in the cost of the Banning Cooperative Agreement.

**ALTERNATIVES:**

If City Council chooses not to approve the proposed Cooperative Agreement, the City of Banning will not have access to services provided by Station 20 and all services required for the City of Banning will be provided by Station 89 located at 172 E. Murray Street.

**ATTACHMENTS:**

1

1. Resolution 2024-102, Fire Services Amendment.docx
2. E20 Cost Share BANNING-BEAUMONT-COUNTY Agreement 07012024-06302029 20240501 FINAL.pdf
3. 25Banning 66HR Estimate.pdf

**CITY OF BANNING**
**STAFF REPORT**

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Douglas Schulze, City Manager** |
| **PREPARED BY:** | **Jennifer Jackson, Grants Coordinator**<br>**Doug Schulze, City Manager** |
| **MEETING DATE:** | **June 25, 2024** |
| **SUBJECT:** | **Consideration of Resolution 2024-103, Awarding a Professional Services Agreement to Engineering Solutions Services, Inc. for Grants Services** |

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**RECOMMENDATION:**

Adopt Resolution 2024-103.

**BACKGROUND:**

On January 26, 2024, Request for Proposals (RFP) 23-049 for Grant Writing and Grant Management was issued and posted on the City's OpenGov bidding site. Seven (7) responsive proposals were received by the February 26, 2024 deadline. The proposals were evaluated by a three-person evaluation committee based upon the selection criteria (i.e., qualifications, pricing, experience, professional references, approach and methodology, overall proposal and presentation). The proposal evaluation results are as follows:

| CONSULTANT | AVG SCORE |
|---|---|
| Engineering Solutions Services, Inc. | 95.33 |
| Blais & Associates, LLC | 91.33 |
| Aptim Environmental & Infrastructure, LLC | 86.67 |
| Evan Brooks Associates, Inc. | 83.50 |
| California Consulting, Inc. | 74.33 |
| Townsend Public Affairs | 71.83 |
| Focus Point Emergency Management Consulting Services | 58.67 |

As a result, staff recommends the award of a professional services agreement to the highest scoring firm, Engineering Solutions Services, Inc. (ESS), for a recommended not-to-exceed amount of $160,000. The contract term will be for a period of one (1) year with four (4) optional one-year extensions. Under the proposed agreement, ESS will provide an initial grant funding needs assessment and strategy (Year 1), grant opportunity development, grant funding research, grant writing services (quotes to be provided on a project-by-project basis), grant management & administrative services (quotes to be provided on a project-by-project basis), and ongoing communication and support.

**JUSTIFICATION:**

As a Disadvantaged Community, the City has utilized grant writing firms to help maximize its potential to secure funding from local, regional, state and federal grant programs. Successful grant applications have allowed the City to fund/complete important pilot projects, feasibility studies, recreation programming,

homeless operations/programs, planning and construction projects, etc. that would not have been possible otherwise. Over the last 4.5 years, the City has enjoyed a return on investment (ROI) of 75:1 ($75 in grant funding received per dollar invested) as a result of outstanding performance by the City's previous grant services firm.

The City has been very successful in securing federal grant funding due to professional grant writing assistance; this includes opportunities funded by the passage of the $1.2 trillion Infrastructure Investment and Jobs Act (IIJA) in 2021 (which continues to provide significant grant funding opportunities for transportation, broadband, water, environmental, and other projects). These grant applications are often technical and time-consuming, requiring collaboration of several subject matter experts dedicated to grant writing. City staff is unable to undertake and complete such complex tasks within the short timeframe allotted by granting agencies.

As the state of California struggles to resolve its current budget crisis, both the legislature and Governor have advocated for massive cuts to regional and local government grant programming. With less funding opportunities anticipated, it will be imperative for the City to continue utilizing experienced and successful grant writing consultants in an increasingly competitive grant-seeking environment.

**FISCAL IMPACT:**

Not-to-exceed contract amount of $160,000 is budgeted in Professional Services/Grants Management account 001-1230-412.33-11 for FY 24/25.

**ALTERNATIVES:**

1. Adopt Resolution 2024-103 as recommended.
2. Adopt Resolution 2024-103 with modifications.
3. Do not Adopt Resolution 2024-103 and provide alternative direction to staff.

**ATTACHMENTS:**

1. Resolution 2024-103, Grant Services ESS.docx
2. Exhibit A - C01026- PSA Grant Writing.pdf
3. Proposal ESS

**RESOLUTION 2024-103**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT TO ENGINEERING SOLUTIONS SERVICES, INC. FOR GRANTS SERVICES IN AN AMOUNT NOT-TO-EXCEED $160,000**

**WHEREAS**, the City of Banning is a Disadvantaged Community and full-service municipal agency that relies on grant funding to help support City projects and services; and

**WHEREAS**, the City has identified the need for assistance to secure grant funding utilizing professional grants services; and

**WHEREAS,** through the solicitation of a Request for Proposals (RFP) 23-049 released on January 26, 2024, the City received and evaluated seven proposals which resulted in Engineering Solutions Services, Inc. submitting the highest ranked proposal; and

**WHEREAS,** staff has recommended the approval of a Professional Services Agreement with Engineering Solutions Services, Inc. in an amount not-to-exceed $160,000 to be funded by FY 24/25 Professional Services/Grants Management account 001-1230-412.33-11.

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

SECTION 1. The City Council approves a Professional Services Agreement with Engineering Solutions Services, Inc. for Grants Services in an amount not-to-exceed $160,000 with a renewal option for four (4) additional single-year periods.

SECTION 2. The City Council authorizes the City Manager to make non-substantive revisions to the agreement and to execute the Agreement on behalf of the City Council.

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

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

**PASSED, APPROVED AND ADOPTED** this 25th day of June 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 2024-103, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of June 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

**Exhibit A**
Professional Services Agreement with ESS, Inc.

**AGREEMENT FOR PROFESSIONAL SERVICES (C001026) FOR GRANT RESEARCH, WRITING, AND MANAGEMENT SERVICES BY AND BETWEEN CITY OF BANNING AND ENGINEERING SOLUTIONS SERVICES 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 Engineering Solution Services Inc., a California Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

## RECITALS

A. City has sought by issuance of a Request for Proposal ( RFP #23-049) the performance of the Grant Research, Writing, and Management 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 |
|---|---|
| Sudi Shoja | 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 Sixty Thousand Dollars ($160,000.00) (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, with four (4) one-year optional renewal terms, unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.3 of this Agreement. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

## ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest

edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

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

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

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

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

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

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

## ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer

to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

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

5.3 Ownership of Documents.

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

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the

public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

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

C. If Consultant, or any officer, employee, agent or sub-contractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

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

## ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

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

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance.

In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

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

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party

of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or Consultant's Successor, in the event of any default or breach by City or for any amount which may become due to Consultant or Consultant's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

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

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed, and that employees

are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

7.4 Unauthorized Aliens.

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

## ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

| | |
|---|---|
| If to City | Attn: Jennifer Jackson<br>Grants Program Manager<br>City of Banning<br>99 East Ramsey Street<br>Banning, California 92220<br>Email: jjackson@banningca.gov |
| With a courtesy copy to: | Serita R. Young, City Attorney<br>Richards, Watson & Gershon<br>350 South Grand Avenue, 37th Floor<br>Los Angeles, California 90071<br>Email: SYoung@rwglaw.com |
| If to Consultant: | Attn: Sudi Shoja<br>Principal<br>Engineering Solutions Services, Inc.<br>23232 Peralta Drive, Suite 112<br>Laguna Hills, CA 92653<br>Email: sudi@engineeringsolutionsservices.net |

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 Gratn Research, Writing, and Management prepared in connection therewith:**

**II.** As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:

# B. PROPOSAL

## a. Statement of Understanding and Approach

### STATEMENT OF UNDERSTANDING

We understand that the City is seeking a qualified firm to provide grant writing and management services. ESS is a multi-disciplinary grant funding company comprised of technical experts and former agency personnel. We have reviewed the City's Two-Year Budget and City's Five- Year CIP (2023-2027) and have identified funding for many of City's Projects.

Our team is one of the leading consultants in preparation of successful grants for many public agency grant programs administered by the State Water Resources Control Board (SWRCB), California Department of Water Resources (DWR), U.S. Bureau of Reclamation (BOR), U.S. Department of Transportation (DOT), California Department of Transportation (Caltrans), Air Quality Management District (AQMD), Environmental Protection Agency (EPA), California Department of Parks and Recreation, U.S. Federal Emergency Management Agency (FEMA)/ California Governor's Office of Emergency Services (CalOES), U.S. Department of Housing and Urban Development (HUD), California Department of Housing and Urban Development, and other State and Federal organizations. As it is demonstrated below, based on our relationship with each of these agencies, we will be able to arrange for discussions prior to stat of grant pursuits to gain insights on creating winning applications for the City.

ESS team members have diversified experience that ranges from planning and design of utility projects to emergency preparedness and parks and recreation projects. ESS has also been very successful in obtaining funding from new funding sources that we will recommend to the City for consideration. ESS will leverage their expertise to identify and secure the maximum grant funding possible for the City's priority projects.

### METHODOLOGY TO PERFORM ACTIVITES IN THE SCOPE OF WORK

The ESS team believes in a full-circle approach to obtaining grant funding. This approach and the methodology behind it will encompass all aspects of the grant research, writing, and management services identified in the RFP.

**Task 1. Grant Funding Needs Assessment and Strategy**

**Task 2. Grant Opportunity Development**

**Task 3. Grant Funding Research Services**

**Task 4. Grant Writing Services**

**Task 5. Grant Management and Administrative Services**

**Task 6. Ongoing Communication and Support**

As demonstrated in our scope of work and approach, our key services at ESS align directly with all tasks identified in the RFP.

We understand that the City has several key projects in the City's Capital Improvement Program (CIP) which could be funded with external sources. ESS team members bring their extensive experience in developing and managing CIP programs to develop successful grant applications on behalf of our clients. The below table provides a quick glance of our experience in preparation of grant applications for similar projects.

| Agency | Projects | Funding Sources | Value (millions) |
|---|---|---|---|
| **City of Arvin** | WWTP upgrade, RW | DWR, BOR, CalRecycle | $ 30.80 |
| **City of Belvedere** | Sea Level Rise, Erosion Control | Dept of Parks, FEMA/BRIC | $ 26.00 |
| **City of Carlsbad** | Parks, SCADA, Street Impr. | CPF, CalRecycle, ATP, HSIP, SWRCB | $ 14.80 |
| **Central Basin Municipal Water District** | Multiple RW Projects | SWRCB, Prop 13,68 | $ 19.90 |
| **Chino Basin Muni Conservation District** | Channel Diversion | BOR, MWD | $ 1.00 |
| **City of Colton** | Reservoir | FEMA/CalOES | $ 6.00 |
| **City of Commerce** | Traffic Signal Coordination | HSIP | $ 1.00 |
| **Coachella Valley Water District** | AMI, Stormwater | WIFIA, FEMA, BOR | $ 58.50 |
| **City of Downey** | Water Quality | SWRCB | $ 8.00 |
| **Desert Water Agency** | Water/Energy Efficiency | BOR | $ 0.60 |
| **City of Fort Bragg** | Water Supply Pipeline & Reservoir | DWR/SWRCB | $ 19.50 |
| **City of Hemet** | Flood, Energy, Water, Sewer, Traffic | SWRCB, LPP, HBP, Prop 68 | $ 28.00 |
| **City of Indian Wells** | Stormwater | DWR, CFP | $ 5.80 |
| **City of Irvine** | Multiple Projects | ATP, HSIP | $ 2.00 |
| **City of Long Beach** | Complete Street Project | LPP | $ 2.88 |
| **Long Beach Water Department** | Parks, AMI, Wells, RW, Security | BOR, SWRCB, FEMA | $ 7.75 |
| **Mission Springs Water District** | Water/Energy Efficiency | BOR | $ 0.30 |
| **City of Newport Beach** | Emergency Management | FEMA/Cal EMA | $ 9.00 |
| **Olivenhain Water District** | AMI | BOR | $ 0.50 |
| **Orchard Dale Water District** | Seismic Retrofit | FEMA/CalOES | $ 3.00 |
| **City of Palm Springs** | WWTP, Cogen Project | SWRCB SRF/GPR | $ 37.00 |
| **City of Petaluma** | AMI, RW | DWR | $ 11.65 |
| **City of Redwood City** | RW & AMI | SWRCB | $ 7.00 |
| **San Bernardino Associated Government** | Energy/GHG Reduction | TIRCP/DOT | $ 39.20 |
| **San Bernardino Municipal** | RW, Water & Sewer | FEMA, SWRCB, BOR, DWR | $ 33.30 |
| **City of Sacramento** | Parks, Water & Sewer, SW | EPA, Parks, BOR, SWRCB | $ 13.10 |
| **City of Santa Ana** | RW, Energy, Water, Sewer, Parks | Various | $ 74.95 |
| **Santa Clarita Valley Water Agency** | AMI, Wells, PFAS | BOR, Title XVI, FEMA | $ 9.00 |
| **City of Seal Beach** | Sand Replenishment | Community Projects | $ 15.70 |
| **South Coast Water District** | Water & Sewer | SRF, BOR | $ 103.00 |
| **Turlock Irrigation District** | Parks, water/energy, Dams | Parks Dept, FEMA, BOR | $ 20.00 |
| **City of Tustin** | Multiple Projects | ATP, HSIP | $ 3.00 |
| **Valley Sanitary District** | WWTP & RW Expansion | WIFIA, Prop13 & 68 | $ 45.84 |
| **City of Vista** | Sewer, Streets | Prop 84, EPA, HSIP, SWRCB | $ 64.00 |
| **City of Wildomar** | SW, Bike Trails, Streets | FEMA/CalOES, ATP, HSIP | $ 2.70 |
| **Water Replenishment District** | Sea Water Intrusion, PFAS | BOR, DWR, SWRCB | $ 2.06 |
| | | **TOTAL** | **$ 726.83** |

ESS has been providing grant management and compliance monitoring services for State and Federal funded projects on behalf of several agencies since the start of our company. As you will read in the subsequent sections, ESS's approach to grant management and compliance monitoring is holistic and ensures that all management and compliance tasks are met efficiently and promptly. Our approach can be broken down into the below general tasks to meet the City's goals.

## IMPLEMENTATION PLAN

The below activities are proposed to provide the tasks/services identified in the scope of work of the RFP. Schedules will vary depending on the applicable funding opportunities due to different solicitation announcements and length of solicitation. However, the below table is an example of a typical schedule required to prepare an agency-wide funding strategy and typical grant application(s):

| Task | Start Date | End Date |
|---|---|---|
| Grant Funding Needs Assessment and Strategy | Award of Contract | Ongoing |
| Grant Opportunity Development | Following Kick-Off Meeting with City after Contract Award | First matrix version will be provided within 2 weeks after kick-off meeting |
| Grant Funding Research Services | Award of Contract | Ongoing |
| Grant Writing Services | Following confirmation from City to pursue an opportunity | ~4 weeks following "go" decision or as-needed to meet grant timelines |
| Grant Management and Administrative Services | Notice of Award | Length of Grant Period of Performance |
| Ongoing Communication and Support | Award of Contract | Ongoing |

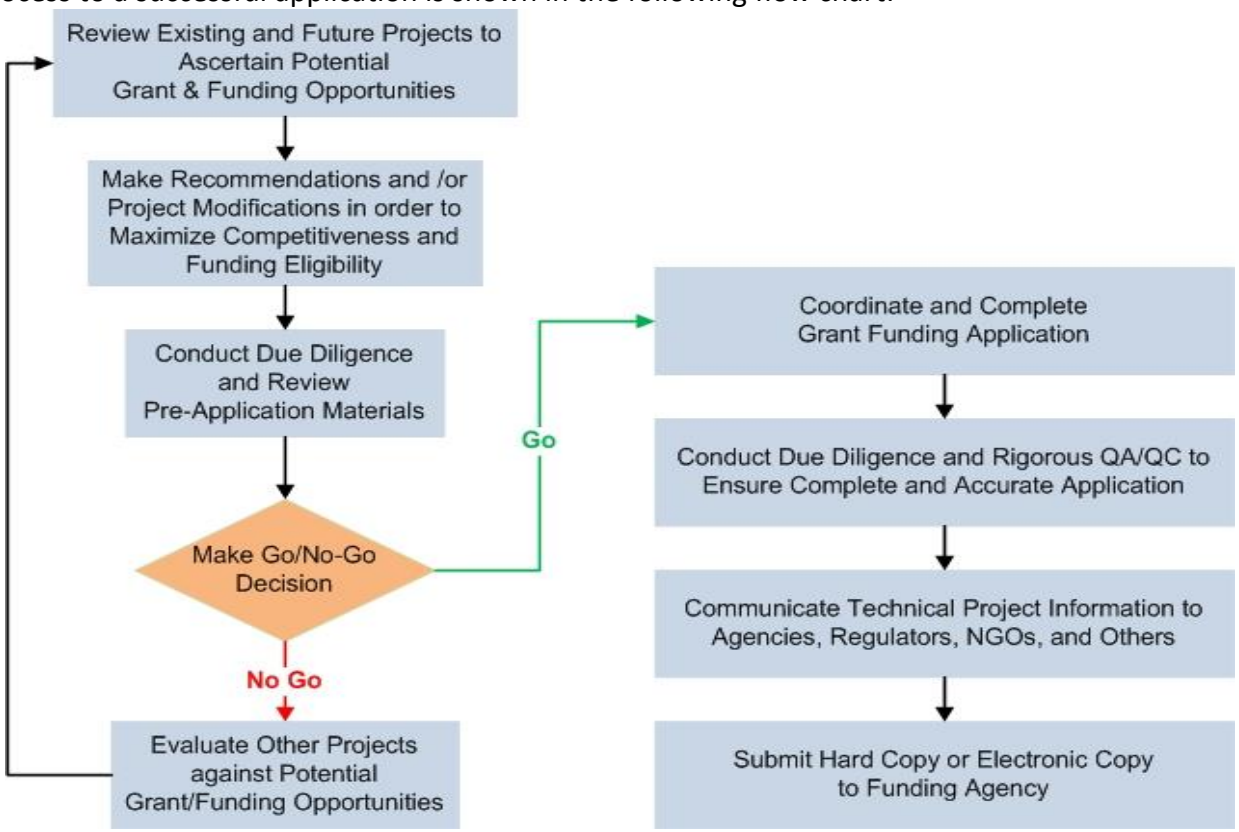
Our goal is to bring in the highest possible amount of funding for the City. To achieve this goal, ESS brings its extensive experience and a highly qualified team to work closely with the City's Project Manager to mold the City's project components, to maximize eligibility and ranking under various funding programs.

We have the unique ability to distill and convey complex project information into funding agencies' specific formats for grant applications. Our experience in coordinating, managing, and writing different types of applications has led to successful procurement of funding for many clients. Similarly, our experience with grant administration has enabled us to see another side of grant acquisition, wherein we can capitalize on this knowledge. The tasks identified in the RFP can be met with the following activities and deliverables.

## Task 1: Grant Funding Needs Assessment and Strategy

The complex and elaborate process of obtaining funding can delay the ability to act. Our comprehensive knowledge of the funding process helps us conceptualize and develop an appropriate action plan, thereby maximizing success. We will identify eligibility requirements,

likely availability of funding, terms, conditions, and other key parameters. Our step-by-step process to a successful application is shown in the following flow chart:




Once a Notice to proceed has been identified, Sudi Shoja will arrange a kick-off meeting with the City's Project Manager and appropriate ESS staff to review and discuss the City's project priorities, including the ones specifically mentioned in the RFP. Sudi will serve as a Project Manager and the point of contact for the City. She will assign task managers and grant writers as needed (if multiple pursuits are followed at the same time) to best meet the project deadlines.

**We believe that one of our most important tasks is to work with the City to position the projects for maximum ranking for various grant opportunities.** ESS is well qualified to achieve this goal as our staff not only been responsible for similar activities in their former positions, but they also have developed strong relationships with the funding agencies that allow us to learn about funding goals for future cycles and present them to our clients.

Working with the City Project Manager, we will review and discuss the current status of projects, available funding, established priorities, project planning and design status, management preferences and regulatory requirements. With our thorough knowledge of available and historical funding opportunities and our technical expertise in managing similar programs, we will be able to recommend a strategy and ranking of projects for funding pursuits. Based on our experience, we will also be able to offer cost-saving measures such as multi-year grants on a program level in lieu of individual projects that will reduce the regulatory burden of

managing various funding agreements and the cost of preparation of applications and compliance monitoring.

ESS believes the City will be best served by working together to create a strategy that enables us to write winning applications that will maximize funding for the City while minimizing the administrative burden on the City staff.

- ✓ ***Developed a funding plan for the City of Santa Ana that identified more than $25 million in grant funding in water, recycled water, and sewer projects and has delivered multiple successful grant applications for the City.***
- ✓ ***Review of City of Hemet's bond options and developing a funding strategy resulted in savings of more than $13.5million for the City. In addition, analysis of the City's CIP program and the unfunded list of projects resulted in identification of more than $28 million in funding.***
- ✓ ***Working with the County of Orange, we recommended a strategy that resulted in submittal of an additional successful grant application for the same project, almost doubling the amount of funding County was expecting to receive.***

**Deliverable(s):**

- Project Priority List with financial breakdown and timeline with pertinent information for relevant funding pursuits.

**City Tasks/Roles:**

- Participate in Kick-off meeting and provide project information and input on Project Priority List.

## Task 2. Grant Opportunity Development

Building on the deliverables in Task 1, ESS will continue to refine the project prioritization list, update the list based on direction from the City, and develop an overall strategy for identifying, applying for, and securing grants for the City. Additionally, ESS will work with the City to develop a long-range grant application program which identifies projects that are shovel ready and matches those projects with currently or near-forecasted funding opportunities. For projects that are not as developed, ESS will identify and propose funding programs that will fund design and planning for applicable projects. The other deliverables within this task (e.g., prepare grant applications, identify grant sources and opportunities, etc.) are covered within the other tasks as outlined in our proposal.

ESS will continue to update the City on upcoming grant opportunities and assist the City with the pre-qualification requirements.

**Deliverable(s):**

- Facilitate meetings between City and ESS personnel regarding funding needs and project prioritization as it relates to currently available funding.
- Monthly reports submitted to the City detailing the activities undertaken in the past month, and the status of those activities.

**City Tasks/Roles:**

- Participate in development of long-range grant funding application program and provide on-going input on project prioritization and funding pursuits.

## Task 3. Grant Funding Research Services

ESS team members keep up to date with the available Federal State and local fundingby attending funding fairs, participating in funding agency Board meetings, providing input to guidelines for funding opportunities, and subscribing to receive notices on available funding. ESS also monitors various funding websites on a weekly basis and alerts our clients of opportunities that apply to projects listed in their project prioritization list. ESS also subscribes to various grant resources and will use this service to identify funding opportunities for the City.

We understand that **successful grant funding consists of two-thirds planning and one-third writing**. With that in mind, we pride ourselves in our close relationships with funding agencies. Those relationships, plus appropriate and meticulous planning, allow us to obtain key information about the successful awarding of grant funds. One of the tactics used to ensure this strategy's success is to identify opportunities for in-person meetings with the funding agency when we are initiating a pursuit. We know this approach provides results from experience.

- ✓ ***ESS arranged for a meeting with BOR to discuss LBWD projects in advance of the grant application announcements.***
- ✓ ***ESS was aware of the additional grant funding available to the SWRCB and as such aligned the submittal of its applications such that they were well ahead of the competition and received the due attention.***
- ✓ ***When applying for stormwater grants for Coachella Valley Water District, ESS arranged a conference call with EPA staff to discuss the two top-priority projects for the District and receive key input from grant funding project managers.***

**We have established relationships with the following agencies:**

- US Bureau of Reclamation
- FEMA/CA Office of Emergency Services (CalOES) Pre-Disaster Mitigation and Hazard Mitigation Planning
- California Department of Water Resources
- CA Public Utilities Commission
- Metropolitan Water District of Southern CA
- EPA

- US Department of Transportation
- State Water Resources Control Board
- CARB
- US Department of Commerce – Economic Development Administration
- California Department of Transportation
- California Department of Parks and Recreation
- AQMD
- Various Conservancies and non-profit advocacy organizations

We will then use our extensive experience to match the City's projects with the available funding options and develop a matrix of all potential funding alternatives **specifically to match the City's projects** that will serve as a tool for the project team and the City staff to use.

As an example, our team members have been providing the available grants services for water and sewer projects to WaterReuse members on regular basis and will continue to provide this information for this contract as well. Information could look like the following table, based on projects:

WATEREUSE LOS ANGELES — Local, State, and Federal Funding Opportunities

| PROGRAM | Total Allocation | Funds Offered this Round | Purpose | Eligible Projects | Status | Anticipated Timeline | Notes |
|---|---|---|---|---|---|---|---|
| SWRCB Stormwater Implementation Grants/ Proposition 1 | $200M | $80M | Multi-benefit SW projects that respond to climate change, & are included in an adopted SW Resource Plan or IRWMP facilities | Implementation projects including but not limited to: Green infrastructure; SW capture; SW treatment | Round 1 OPEN | TBD 2018: Round 2 solicitations for implementation grants | Planning grant solicitation closed in March ($20M) additional round of $100 M for implementation grants anticipated |
| DWR Water Use Efficiency: CA Revolving Fund/ Prop 1 | $10M | $10M | Sustainable funding source for urban water use efficiency projects. | Dish/clothes washer upgrades; Water-saving plumbing fixtures; Hot-water recirculating pumps; Leak detection, irrigation upgrades; | Solicitation opening soon | Summer 2017: Loan applications due | $5M for loans to local agencies for water efficiency upgrades; $5M for loans to customers for onsite projects or leak repairs |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| DWR IRWM: Implementation Grants/ Prop 1 | $418M state-wide $98M for LA Region | TBD | Projects and programs that support IRWM. | Surface storage/GW recharge; Water conveyance; Watershed restoration/protection | In development | TBD: Round 1 solicitation for implementation grants | Public comment period ended April 8, 2016 |

We will evaluate the projects, review eligibility and potential project ranking, and provide recommendations to the City Project Manager, so that all relevant information is easily available to choose which grants to pursue.

- ✓ ***Our analysis of the unfunded plans of a project for the City of Palm Springs allowed us to recommend alternative grant opportunities that resulted in submittal of two additional successful grant applications, with $5.1 million awarded.***
- ✓ ***Review of City of Downey CIP program and unfunded list of projects resulted in identification of a grant programs for the City for up to $8 million in funding.***

**Deliverable(s):**

- Funding Matrix (in same document as Project Prioritization List) identifying all available funding for the City's Projects
- Updated Funding Matrix on monthly or as-needed basis

**City Tasks/Roles:**

- Provide responses on funding opportunities presented and input on funding program applicability to projects within the Project Prioritization list.

## Task 4. Grant Writing Services

### Grant application preparation process

Once a funding source and a project have been identified, ESS will arrange for a meeting and will come prepared with a Work Plan Structure (WPS), which is a matrix of the fund parameters. ESS prepares a WPS for all funding pursuits based on the detailed analysis of the Notice of Funding Opportunity (NOFO). The WPS identifies detailed grant fund requirements and populating it will help identify the necessary documents and resources and areas of responsibilities between team members and internal deadlines.

The WPS will also serve as a tool for both the City staff and ESS team members to track the project progress and alignment with the funding. When developing the WPS, **ESS will also note the implementation constraints** that may have an impact on selection of the project elements. For example, **most funding sources require that a grant agreement be in place prior to the start of construction.** ESS will work with the City Project Manager to identify solutions and/or assist with reprioritization of the grant applications to meet the requirements. Topics commonly found in the WPS include:

- Eligibility criteria
- Budget needs
- Matching funds
- Maps and pictures

- Project programming requirements
- Submittal requirements
- the City's prior grant management record
- Evaluation criteria
- Resolutions and approval letters required from the Board of Directors
- Technical reports: Benefit Cost Analysis, Environmental Reports, Life Cycle Analysis
- Project readiness: CEQA status, Feasibility studies, Project design reports
- Support documentations: certifications, forms, project reports

A sample segment of a WPS appears below. It is organized for clarity and is an invaluable reference tool that is used throughout every project.

### Deliverable(s):

- Work Plan Structure for the identified grant pursuit, such as the example below:

| ItemA2:H3 | | Requirements | BY | Schedule |
|---|---|---|---|---|
| **1.0** | **Introduction** | | | |
| **3.0** | **General Reporting** | | | |
| **3.2** | ***Project Description Template*** | Project sponsors must provide descriptive information on the proposed Small Starts project and the regional public transportation system. FTA uses the information in the Project Description Template to understand the project and to establish a database of project characteristics and local contact information. All Small Starts project sponsors must submit | ESS | Week 1 |
| **3.3.1** | **Project Identification** | 2-3 sentences on the essential characteristics of the proposed project (location, length, termini, number of stations, hours of service and frequency by time period) | | Week 1 |
| **3.3.5** | **Purpose of the Project** | Succinctly describe the specific ways that the proposed major transit investment will address the problems identified in the corridor. | | Week 1 |
| **3.3.6** | **Merits of the Project** | Describe how the project addresses the Purpose for the Project more effectively compared to other alternatives | | week 1 -2 |
| **3.4** | ***Project Maps*** | Electronic maps must be submitted for inclusion in Annual Report on Funding Recommendations and/or posting on FTA website. Maps should be 8.5x11 and be able to be copied in grey scale. Typical orientation for N/S is portrait and E/W is landscape. | | Week 1 |
| **3.4.3** | **Map Details: Stations** | Stations included in the project, marked in a distinguishable manner from existing transit stations and labeled. Stations with park & ride facilities should be further distinguished from others, either via markings or labels. | ESS | Week 1 |
| **3.4.9** | **Map Details: Legend** | A legend, scale and compass. | ESS | Week 1 |
| **3.6** | ***Operations and Maintenance Costs*** | Must submit to FTA documentation summarizing how operating and maintenance costs were developed. Additionally, the following considerations apply:<br>• System-wide and route level operating cost data (and factors) are typically available as part of ongoing operations planning. | | |
| **3.7** | ***Capital Costs*** | | ESS | Week 2 |
| **4.3** | **Cost Effectiveness** | Need to put in Trip information; Horizon Year; the project's annualized federal share.<br>**See Page 16-17:** *FY18 Reporting Instructions for the Section 5309 Small Starts Criteria.* | ESS/City | Week 2 |

## *Targeted Approach for Maximum Scoring on Evaluation Criteria*

The first step for our targeted approach is to develop a full understanding of the project elements, project milestones, and available project reports. We will also study the previously awarded projects from the funding agencies and learn about the key points that may be overlooked for their simplicity. In developing the WPS, we will identify the primary and secondary evaluation criteria to help highlight the project strengths. We will work closely with the City Project Manager to identify the potential gaps, analyze alternatives, and recommend resolutions to minimize their impact. With this approach, ESS has added value for our clients:

- ✓ ***ESS recommended re-strategizing of funding pursuits for four projects for the City of Santa Ana resulted in identification of additional $10 million in grants.***
- ✓ ***Review of City of Commerce projects resulted in changing the scope of work and a successful award of more than $1 million.***

**In one example of a successful utility project, the technical application for the $103 million project received no comments and was approved in record time.**

- ✓ ***Detailed evaluation of the grants has enabled us to advise the agencies if the project is not competitive and resulting in cost savings by not preparing grant applications.***

### *WRITING-TO-WIN Approach*

What sets us apart is that our **grant writers are licensed technical experts** in this industry and therefore have the ability to **convey complex project information** into the specific format of a grant application.

Using a targeted approach to analyze objectives and match goals to opportunities provides us with the details we need for our writing-to-win approach. Once a funding strategy is in place, the next challenge is to create a winning application. ESS brings its proven track record in creating an application package that will stand out among dozens, highlighting the project's merit in full compliance with the instructions and limitations.

This approach uses a high degree of expertise and creativity. ESS understands that impactful illustrations transform well-researched information into powerful persuasion. ESS has used the clarity of graphics and schematic drawings to show grant evaluators the client agency's expertise and vision:

- ✓ ***ESS application was ranked as one of the best and posted on FHWA website. FHWA asked Sudi Shoja for input and used the table format created by ESS in a grant application as a requirement for future cycles.***
- ✓ ***For a Department of Water Resources grant, ESS provided pictorial highlights of the project's energy-efficiency benefits matching the goals of the grant.***
- ✓ ***For a cap-and-trade grant to reduce GHG emissions, ESS replaced the executive summary with graphics highlighting projects matching the grant focus. This resulted in an award of more than $9 million.***
- ✓ ***For another project, ESS used an AQMD pollution map as a base and plotted all of the appropriate, completed energy-efficiency projects.***

### *Quantitative Analysis and Technical Reports*

Depending on the grant requirements, ESS will work with the City Project Manager to receive the available technical studies, environmental documents and plans and specifications. We will then use our highly experienced team members to complete the technical write-up sections of

the grants. As needed, and upon the City's direction, we will be prepared to perform additional technical research and analysis to supplement the effort.

The ESS engineering team has been directly responsible for implementation of various CIP programs for transportation and street improvements, water and sewer projects and facility management and will bring their expertise to articulate the technical information of the grants. In addition, ESS brings its unique expertise in emergency management and safety personnel to win funding from FEMA/CalOES that provide the highest level of funding with no maximum limit and least amount of match requirements.

Our expert grant writers will review the project documents to highlight the project's strengths matching the grant goals to achieve maximum ranking of the application.

- ✓ ***The complex FEMA applications prepared by ESS have been approved by CalOES for funding by FEMA.***
- ✓ ***ESS prepared a successful and highly technical grant application package for San Bernardino County Transportation Authority, providing detailed GHG reduction calculations, trip generation interpretations, and available technologies for alternative fuel that resulted in a $30 million award.***

### *Budget Analysis and Construction Planning*

The ESS team will assist the City in identifying qualifying information to meet grant requirements for budgeting and construction planning. Budgets need to demonstrate project flexibility and scalability to make the grant applications more attractive **and create opportunities to apply again even after a successful application's award.** Some areas of focus will include:

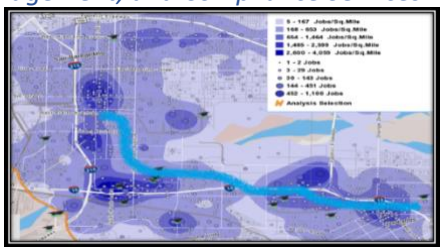
- Qualifying matching funds
- Budget scalability
- Scheduling details
- Implementation requirements for allocation purposes

### *Disadvantaged Communities*

Many funding opportunities allocate a certain percentage of the funding to projects benefiting DACs and therefore, it is imperative that the need and applicability is effectively demonstrated. For example, WaterSMART grants funded by Bureau of Reclamation have historically allocated about 75% of the funding to benefit the DACs. Claiming benefits to DACs requires documentation and substantiation of meaningful benefits, as well as explanation of the methodology used for assuring accomplishment of those benefits. This identification must be based on geographic, socioeconomic, public health, and environmental hazard

*Demonstration of low-earning jobs in cities of San Bernardino and Redlands for a successful award of more than $9.2 million*

criteria (Health and Safety Code Section 37911). CalEPA has identified DACs for investment based on a tool called CalEnviroScreen 4.0.



ESS is acutely familiar with researching geographic equity and the degree to which the City's DACs would benefit from a project. ESS will work with the City staff to identify projects in these communities and highlight the benefits in order to win the grant funding.

✓ ***A successful application for San Bernardino County Transportation Authority demonstrated 41 DACs in the area.***

### *Support Letters*

Often, this aspect of a grant application is given only cursory attention and proves to be invaluable. At ESS, these potentially undervalued areas are key endorsements that ESS crafts in close cooperation with clients. ESS will recommend stakeholders to contact and will draft focus points that align with key ideas in the narrative and grant criteria so that support letters send strong, targeted messages.

### *Grant Application Review and Approval Process*

For every project, **ESS will assign a QA/QC manager**, which is an important factor of a successful grant application. We will use our internal grant checklist to ensure the application package is ready for submittal. This process will follow the WPS and an internal guide for editorial quality.

To ensure grant applications are completed efficiently, ESS will arrange a meeting with the City Project Manager to answer questions, finalize budget, and schedule concerns and to further align the project with the grant goals and objectives. All final grant application packages will be submitted to the City for review and approval prior to submittal to the granting agency.

### *Technology*

Many funding agencies have online grant submittal and management tools, including the DWR Bond Management System (BMS), California DWR's Grants Review and Tracking System (GranTS), the State Water Resources Control Board's Financial Assistance Application Submittal Tool (FAAST), and the federal government's www.grants.gov website and the online submittal platforms for IRWM, BOR and some parks grants.

| BOR | BMS | FAAST | IRWM | GranTS | Grants.gov |
|---|---|---|---|---|---|
| ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |

Furthermore, our team routinely performs grant management and administration services for funding by various agencies that utilizes some of the same portals.

**Cultivating partnerships with other organizations**

Both Sudi Shoja and Project Managers have extensive experience in managing multi-jurisdictional projects on behalf of various agencies. They have been able to create synergy between different clients to benefit all agencies and winning applications.

- ✓ ***We have been leading the efforts for Chino Basin Water Conservation Authority to partner with Inland Empire Utilities Agency on two application projects, recently funded by MWD.***

- ✓ ***ESS arranged for support letters from other utility agencies to support the Coachella Valley Water District grant application and coordinated the effort to obtain results of a demonstration project benefiting all agencies in hot arid regions.***

**Deliverable(s):**

- Draft support letters, staff reports and resolutions in City's preferred style
- Draft grant application package for City's review
- Final grant application package for submittal
- Full grant application packages for the City's records
- Submittal confirmations for the City's records

**City Tasks/Roles:**

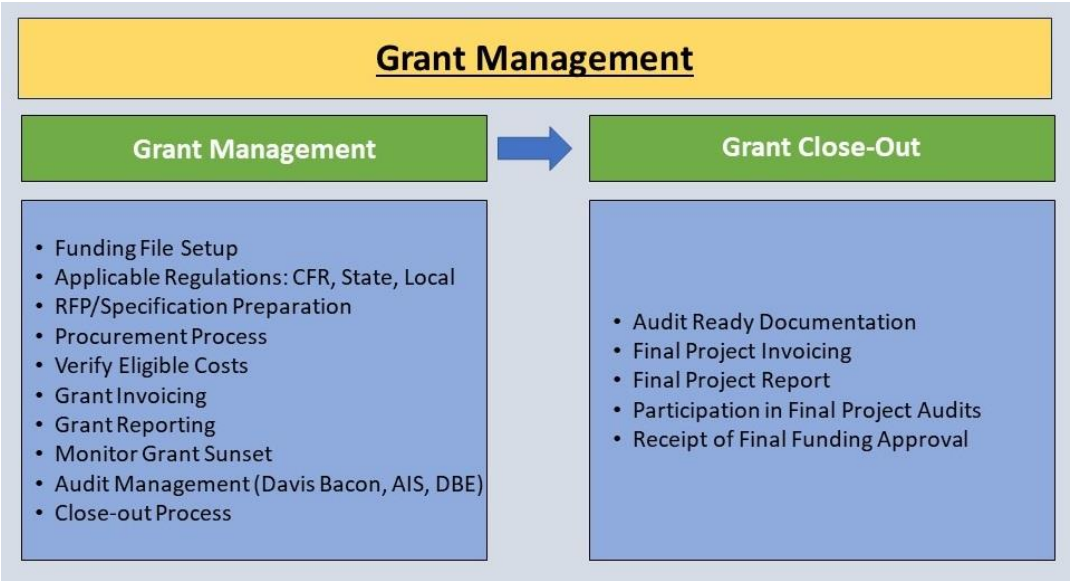
- Provide requested City/project information (e.g., technical reports, schedule, budget, design documents, planning documents, etc.) needed to write the grant and complete the relevant forms.
- Review draft application package and provide edits/comments on narrative sections.
- Process support letters and resolutions as-needed

## Task 5. Grant Management and Administration Services

ESS has been providing grant management administration services for federal and state funded projects on behalf of several agencies since the start of our company. As you will read below, ESS's approach to grant management is holistic and ensures that all management and compliance tasks are met efficiently and promptly. Our approach can be broken down into the below general tasks which are as follows:

1. Grant Management and Development of Work Plan Structure (WPS) for each phase
2. Compliance with all applicable federal, state, and local regulations
3. Bid procurement assistance
4. Develop templates for project reporting needs to streamline the process.
5. Reimbursement Requests for all eligible costs and all the FEMA required forms.
6. Progress Reports as need to include narratives on scope of work, budget, and schedule.
7. Grant closeout process
8. Record retention and audits

A summary of our general services for grants management is presented below:




### *Kick-off Meeting and Development of WPS for Grant Management and Compliance*

Once a notice of intent to award has been issued, ESS will arrange for a meeting with the City and relevant Project Managers and will come prepared with a WPS, which is a matrix of Federal (e.g., Buy America), State, and local compliance parameters. ESS prepares a WPS for all grant fund management efforts based on the detailed analysis of the grant guidelines and the executed agreement. The WPS identifies detailed grant fund requirements and populating it will help identify the necessary documents and resources, and areas of responsibilities between team members and internal deadlines. The WPS will also serve as a tool for both the City and ESS to track the required information and timing for full alignment with the funding conditions.

Topics commonly found in the WPS include:

1. **Funding**: Funding agreement and related correspondence, and deadlines
2. **Internal Controls**: grant policies and/or internal control procedures
3. **Contracts**: advertising for the construction contract, contractor selection process and contracts, and all related documents
4. **Invoices**: Original vendor requests, identification of eligible and ineligible budget items, required back up documents, change orders, approvals, reimbursement requests
5. **Accounting Records**: Receipts, deposit slips, cancelled checks, bank statement ledgers for receipts and disbursements.

6. **Administration Costs**: Contract and City personnel working on the project, timesheets, payrolls and supporting documents.
7. **Schedule**: Project timeline, progress reports and reimbursement due dates leading to the grant deadline along with timelines for receiving the back-up documents
8. **Other**: other related items such as photo documentation and as-builts
9. **Meetings**: ESS will propose monthly conference calls to learn about project status, update the schedule and budget as needed and review upcoming deadlines

A sample segment of a WPS appears below. It is organized for clarity and is an invaluable reference tool that is used throughout the project compliance period. We will add the information gained at the kickoff meeting to the WPS. We will also request a meeting with the funding agency's grant representatives to discuss expectations and next steps. We will repeat these meetings periodically and specifically after the first submittal to gain feedback and restructure our process if needed.

### *Grants Agreement Assistance*

Many funding agencies require substantiation of cost estimates provided in the application and confirmation for the proposed milestones. ESS will work with the City and funding Agency's Grants Specialists to develop the agreement terms to meet the Project goals while meeting agency requirements.

- ✓ ***ESS has been providing successful grant compliance on a $280 million San Bernardino County Transportation Authority project that consists of more than 11 different funding sources.***
- ✓ ***ESS has been providing compliance-monitoring and reimbursement services for City of Palm Springs' $29 million wastewater treatment projects. In the final audit by the SWRCB, ESS was complimented by the auditors and received full approval of its processes.***

**Deliverable(s):**

- Work Plan Structure for the grant with tabs for agency records
- Meeting agendas and meeting minutes

**City Tasks/Roles:**

- Provide relevant grant agreement and input on Project details relating to grant compliance.

## Compliance with Grant Conditions, Federal, State, and City Regulations

### *Bid Procurement Assistance*

ESS team members are thoroughly familiar with the requirements of all the funding programs' policy and agreement details. ESS has experts on the Code of Federal Regulations (CFR), California Code of Regulations, and local requirements and ESS will guide the procurement and other compliance measures to be followed throughout the life of the project. They will provide

the required narratives to be included in the procurement documents and will review the final package before their release. Prior to advertising for the construction bids:

- ESS will provide the specification sections that need to be included in the bid documents.
- ESS will verify if a new Federal Wage Determination is issued within 10 days of the bid opening and prepare an addendum as needed.
- ESS will assist in preparation of responses regarding questions that may come up during bidding

### *Contract Award*

ESS will use its extensive experience in construction management to assure a successful award of the contract:

- Provide a comprehensive review of the bids for labor compliance, and good faith effort to assist in the assessment of contractor's responsiveness.
- Review the bid package for compliance with other funding agency's requirements such as BABA and the required certifications.
- Conduct contractor eligibility check before contract award.

✓ **Our experience as former agency managers coupled with our expertise in managing BOR and other federally funded projects will guarantee full compliance for the project.**

✓ ***ESS provided a thorough review of agreements with BOR for LBWD, identifying the sections that need to be added to construction documents.***

**Deliverable(s):**

- Specification sections and addenda as needed.
- Bid review results.

**City Tasks/Roles:**

- Provide ESS with the proposed construction bids and include ESS personnel on construction bidding as it relates to funding requirements.
- Provide ESS the bid package once completed.
- Release addenda as-needed to adjust for changing compliance measures (e.g., Davis-Bacon prevailing wage determinations).

### *Grant Management*

As mentioned in the previous section, ESS will work with the funding agency to ensure that all grant requirements are identified and achieved through a multistep process.

### *Pre-Construction Meeting*

We will request to be added to the pre-construction meeting agenda and will come prepared to provide the contractor and the construction management team with relevant information about the funding agency's compliance requirements and discuss a process to meet all the requirements. ESS will also support the City in other related requirements such as getting approval for Project sign.

**Deliverable(s):**

- Presentation customized to City's projects regarding grant requirements and process for compliance with BABA, AIS, DBE and prevailing wages
- Review of Project sign template

**City Tasks/Roles:**

- Invite ESS to the Pre-construction meeting and include ESS in correspondence related to compliance (e.g., material procurement, certified payroll, etc.)

### *Reimbursement Requests*

ESS is thoroughly familiar with the types of information needed to complete the semi-annual progress report, reimbursement requests. Depending on the grant agreement details, we are prepared to start the reimbursement process by:

1. Review the invoices to identify eligible costs for grant reimbursement
2. Process the budget forms that need to be approved by the funding agency's management to allow for processing the reimbursements.
3. Process the reimbursement request for planning and engineering expenses if stipulated in the agreement
4. ESS will request a copy of the invoices approved by the construction management team.
5. ESS will review the invoices for eligible vs. ineligible expenditures and prepare reimbursement forms accordingly and submit for City review and signature. ESS will request the appropriate back up documents for all the eligible costs such as approved change orders.

✓ ***ESS has been successfully processing reimbursement requests for a $50 million SRF funded project without receiving comments or delays in payment for an agency with limited cash flow.***

✓ ***ESS is managing two multi-year FEMA funded projects and has been responsible for filing all the reimbursement requests to date.***

**Deliverable(s):**

- Draft Reimbursement Requests for review and signature
- Submittal of finalized reimbursement requests to funding agencies.

**City Tasks/Roles:**

- Provide progress payments and invoices as-needed to complete reimbursement request.

***Progress Reports***

As it is demonstrated in this proposal, ESS team members have extensive experience preparing progress reports on behalf of various agencies. We will utilize our hands-on project management process to develop the progress reports in a professional and consistent manner meeting the funding agency's requirements.

The following will be our proposed approach to receiving, storing and organizing information, and submitting progress reports, however, we remain flexible to meet the City's preferred process:

1. ESS will request a copy of the weekly meeting minutes prepared by the construction management team.
2. To save time for City staff, ESS staff members with construction management background will then draft a progress report based on the information gained from the weekly meeting minutes, approved progress payment and change orders.
3. ESS will then set up a conference call with the City's Project Manager to ask questions and review the categories on the template to gain additional information to complete the draft report accordingly. This meeting time will allow all the questions to be answered in the most efficient manner versus over several correspondences. Following this process has proven to relieve our clients from dedicating extensive time to provide detailed information.
4. ESS will finalize the progress report based on the City's comments. All progress reports will need to have a complete photo documentation that will be added to the final document.
5. We will review the draft final form for compliance with all funding agency requirements. ESS will then send the final draft version to the City for review and approval.
6. Once the progress report is approved by the City, ESS will request a signature and will submit the documents to the funding agency. All project progress reports will be submitted through the respective online portal or unique submission process.

ESS will create an archive of all the submitted documents and any review comments that may be received from the funding agency. The progress reports are due semi-annually and require the following information: a summary of progress including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule

elapsed; a description of compliance with environmental requirements; a listing of change orders including amount, description of work, and change in contract amount and schedule; and any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

### *Environmental Compliance*

ESS will review the environmental documents and include all the compliance measures in the WPS for tracking purposes. ESS will note the documentation for meeting the compliance requirements as they are developed and keep all the records that will be used in progress reports, final close out and audit sessions.

### *Schedule for Report Submission*

The WPS will include a schedule for submission of the required progress reports, final reports, and invoices. This schedule will also include dates for reminder notices that will be sent to City staff for the required information to meet the grant deadlines.

- ✓ ***ESS will take the full responsibility for all timelines and reminders to meet the grant requirements.***
- ✓ ***ESS Project Managers bring their extensive experience on similar projects to create the project documents and develop accurate and credible progress reports.***

**Deliverable(s):**

- Checklist of information needed to complete draft Progress Reports will be sent with reminders for upcoming deadlines
- Draft progress reports with updates on environmental process
- Finalize progress reports and submit to the funding agency

**City Tasks/Roles:**

- Provide information as-needed to complete progress report and review draft progress report.

### *AIS requirements*

ESS will also review all updated AIS requirements and will identify all project components that are required to comply with AIS based on the contractor's cost items and components. ESS will continuously check submittals of project components to ensure that all relevant steel products have the required AIS certificates and will communicate De Minis requirements for minor components in the project.

**Deliverable(s):**

- List of Project components that are required to comply with AIS and provide template of required AIS certificate

- Continuous monitoring of Project submittals to ensure products purchased have the required AIS certificates

**City Tasks/Roles:**

- Provide information as-needed to review draft progress reports.

## Labor Compliance

ESS will review the contract documents for applicable wage determination and will discuss posting of the required information on site with the project inspectors. Certified Payrolls including all subcontractors will be requested. In addition, contractor will be required to provide documentation about apprentice certifications and labor union agreements as needed.

ESS will coordinate with the City inspector and provide all the forms and reminders to perform the monthly interview of all labor classifications.

**Deliverable(s):**

- Review certified payroll, fringe benefits, and various labor unions for the contractor and the subcontractors on the project to meet the wage determination applicable to the project
- Review of employee interview & comparison with certified payroll
- Follow up on any incompliance or inconsistencies. ESS will set up tracking documents and will let the construction management team know of any non-compliance matters in a timely manner.
- ESS will support the team in filling out the required forms as needed.

**City Tasks/Roles:**

- As-needed coordination with the selected contractor to receive the required documentation.

## *Project Closeout*

ESS will prepare the closeout documents according to the funding agency's closeout guidance. ESS will work with the agency to facilitate a site inspection visit so they can prepare an inspection report. ESS will also include copies of audit reports performed to date as part of the closeout documentation. Environmental compliance and its documentation will be another key subject for the project closeout. In summary, ESS will prepare for the closeout from the kickoff meeting and will compile the information and documentation collected through the life of the project to complete the closeout document. ESS will make sure that all the funding agency's comments (if any) are addressed within the designated time.

### *Project Documentation*

As it is noted above, the WPS will include all the project compliance requirements including Federal, State and City requirements, environmental compliance measures along with details and checklists for progress reports, reimbursement requests and project closeout.

The WPS will guide both the City staff and ESS in meeting all the requirements and provide a timeline for managing the grant agreement. Using this comprehensive checklist developed by our funding agency experts will allow us to notify the City of any issues in a timely manner and reconcile as needed.

Depending on the City's preferences, ESS will create a secured shared-drive folder to provide access for all the documents. Additionally, ESS will format the shared-drive folders to meet the audit requirements enforced by the funding agency to ensure optimal organization. Document will need to be submitted electronically to the funding agency and record of all submission records will be filed and reported to the City's Project Manager at submission. The respective online portal will be used for submittal of all reimbursements and reports.

**Deliverable(s):**

- Filing system and access information
- Submittal confirmations for reports and reimbursement records
- Final transfer of grant records to the City in the desired format

**City Tasks/Roles:**

- Input on desired format for records keeping.

### *Audit Preparation and Support*

As noted above, we will start setting up for a successful and stress-free audit from our kick-off meeting. WPS will guide us on where to locate the applicable documents.

Upon notice of an audit request, ESS will communicate with the funding agency to learn about the preferred method of reviewing documents: electronic or hard copy submittals. Based on their response, ESS will prepare Audit Books (if paper copies are preferred) for each project that will contain the up-to-date information for the audit. Our detailed filing system will allow us to be ready for an audit session at any given time. We will also utilize our audit check list to review the documents needed and prepare for the meeting. Below are some of the details that will be provided:

1. **General Grant Requirements**: internal controls, organization charts, City procurement policy, grant policies and/or internal control procedures.
2. **Grant Agreements**:
   - Grant Agreement: Fully executed grant agreement and amendments (if any).
   - Correspondence with the funding agency.
3. **Project Specific Documents**:

- Solicitation process documentation, detailing history of the process, and selection process.
- Price/cost analysis, final budget approval form and supplemental documents, final agreement(s), consultant, and construction contracts. Contracts need to include required contract provisions.
- Environmental compliance and documentation of mitigation measures
- Progress Reports: submitted package along with all the backup documents.
- Reimbursement Requests: submitted reimbursement records along with all back up documents and confirmations. Cash Documents: receipts, deposit slips, cancelled checks, and bank statements, Accounting Records: ledgers for receipts and cash disbursements.
- Project Completion Reports for approval of work, copies of completed studies and construction documents, final payments and as-builts for the construction phase.
- Contractor Invoices: records of all submitted invoices and records of payments by the City
- Backup Documents: original vendor requests, identification of eligible and ineligible budget items, back up documents, approvals, reimbursement requests

✓ **ESS was complimented by SWRCB and Federal auditors during an audit session for the $29 million wastewater treatment plant for the City of Palm Springs**

### *Quality Assurance/Quality Control (QA/QC)*

Quality Assurance begins with our highly qualified professional staff and project managers. Sudi Shoja will serve as the project manager and the primary point of contact throughout the life of this contract. She will be responsible for coordinating all work products, ESS team assignments, and staff assignments for this project. Although our QA process is not unique, the intensity with which we carry out our QA process is the foundation for our success.

We follow three principles:

- **Do it right the first time**: The more accurate the deliverable, the better the control
- **Avoid surprises**: Keep our clients apprised of any potential issues or changes through clear and consistent communication.
- **Complete the project within budget and on time**: Close schedule and cost monitoring keeps the project on track.

As it is discussed above, ESS personnel have been responsible for similar work as employees and as consultants. This ensures that all work products will be consistent, accurately reflect the scope of the proposed project, and appropriately maintain internal consistency and accuracy. We will use meetings and conference calls as needed during document development to facilitate discussion of issues, reviews of preliminary and administrative drafts, and timely completion of each task. We value the opportunity to serve as your consultant and our

commitment to exhibit an exceptional level of transparency, ethics, and customer service is reflected throughout this proposal. Also included in this commitment is our pledge to solicit feedback regularly from the agency staff.

**Methods that help assure quality include**:

1. ESS uses a proactive method to develop a WPS to outline all the compliance requirements, identify the necessary documents and resources, areas of responsibilities between team members and internal deadlines. The WPS will also serve as a tool to track the project progress and alignment with the funding by both City and ESS staff members.
2. Progress meetings and issuance of meeting minutes: ESS expects that the City will make staff roles clear and inform ESS of any preferences in how staff are contacted.
3. Established process for review and final approval of submittals with ample time for the City's staff.
4. Status report that will include updates on submitted reports and reimbursements.
5. ESS staff are trained to track their time spent on every project accurately and in 15 minutes durations.
6. As a matter of course, ESS includes in all on-call contracts a monthly report that itemizes areas our client would like to see summarized, along with invoices indicating actual times spent.
7. ESS conducts a post-submittal review of the process with City staff to receive input on the completed process and to modify approach to gain maximum efficiency and client satisfaction. We propose to have a review session after the first semi-annual report submittal.
8. ESS will follow up with the funding agency on all submittals and revisit our process as needed.

ESS also performs annual surveys from its clients to find out on how to better serve them. Some of the comments received are shared earlier in this proposal.

## b. Company Information

Engineering Solutions Services (ESS) is a S-corporation that was founded in 2012 by Sudi Shoja, PE, who will be the main point of contact during the entirety of this contract. ESS has one branch located in Laguna Hills, California at the following address:

Engineering Solutions Services
23232 Peralta Drive Suite 112
Laguna Hills, California 92563
(949) 797-6055- Office
(949) 637-1405- Sudi Shoja Direct Contact

**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 "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



## PRICE PROPOSAL

The cost proposal below proposes a retainer for grant funding needs assessment and strategy, grant opportunity development, and funding research services. Due to the variety of funding opportunities involved and project durations and costs grant applications, as per the Questions and Answers released by the City, ESS will submit quotes on a project-by-project basis for the City's consideration for all grant writing and grant management and administrative related pursuits. All ESS staff track hours to 15-minute increments so we can provide fair and accurate cost for the tasks assigned.

| Task No. | Task | Cost |
|---|---|---|
| 1 | Grant Funding Needs Assessment and Strategy | $5,750 |
| 2 | Grant Opportunity Development | Included in Tasks 1 and 3 |
| 3 | Grant Funding Research Services | $600 per month |
| 4 | Grant Writing Services | Quotes will be provided on a project-by-project basis |
| 5 | Grant Management and Administrative Services | Quotes will be provided on a project-by-project basis |
| 6 | Ongoing Communication and Support | Included in Tasks 4 and 5 |

Cost increases will follow City's policy and the acceptable escalation rates.

| Fee Schedule | |
|---|---|
| **Position** | **Hourly Rate** |
| Principal | $218 |
| Project Manager | $208 |
| Senior Associate | $188 |
| Associate | $166 |
| Support Associate | $140 |
| Technical Experts | $225-280 |
| **Reimbursable** | **Cost** |
| Reproduction | Cost |
| Courier Services | Cost |
| Transportation | Cost |

**EXHIBIT "D"**
**SCHEDULE OF PERFORMANCE**

**I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City at the direction of the City's Grants Program Manager.**

**II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.**

# A. COVER LETTER

Barbara Mason
Purchasing Manager
99 E. Ramsey Street
Banning, CA 92220

February 26, 2024

**Re: Proposal to Provide Grant Writing and Management Services**

Dear Ms. Mason,

Engineering Solutions Services (ESS) welcomes the opportunity to provide grant writing and management services for the City of Banning (the City). Our goal is to bring in the maximum available grant funding for the City. **Having secured over $726 million** in the past twelve years in a variety of projects, we bring an unmatched level of experience to identify and assist the City with developing a strategic plan and prepare winning applications to ensure an expedited and successful funding award.

**What sets ESS apart is that we are not just a funding company but former municipal managers with technical and funding expertise that have earned deep-rooted relationships with funding agencies**. As such, we are aware of upcoming funding opportunities and have been achieving the highest awards for projects by preparing credible reports and strategizing timely submittal of applications on behalf of our clients.

We are aware of the City's focus on public safety, public works and utilities, parks and recreation, economic and community development, and housing projects. As is demonstrated in our proposal, we have a proven track record in successful award of grants for the classifications of projects the City is prioritizing. We will use our expertise to conduct a needs assessment and leverage our relationships with the funding agencies to identify grants, and work with City staff to secure those grants. We are also proficient in grant management and meeting compliance requirements of Federal and State funding. Effective, full-circle strategies like these are key to obtaining the most possible grant award funding for the City's projects.

I will serve as the program manager for this contract, and as the Principal of ESS, I can be reached at (949) 637-1405 or via email at Sudi@engineeringsolutionsservices.net. We also acknowledge the receipt of the questions and answers released by the City. My project team and I look forward to working with you and all the City staff to develop a work plan that identifies grants that meet the short and long-term needs of the City and answering any questions you may have about our proposal.

Sincerely,

S. Shoja

Sudi Shoja, PE, Principal of ESS

The City of Banning

# Proposal for
# Grant Writing and Management Services

February 26, 2024

*Submitted By:*

Engineering Solutions Services
23232 Peralta Drive, Suite112
Laguna Hills, CA 92653
(949) 637-1405

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# B. PROPOSAL

## a. Statement of Understanding and Approach

### STATEMENT OF UNDERSTANDING

We understand that the City is seeking a qualified firm to provide grant writing and management services. ESS is a multi-disciplinary grant funding company comprised of technical experts and former agency personnel. We have reviewed the City's Two-Year Budget and City's Five- Year CIP (2023-2027) and have identified funding for many of City's Projects.

Our team is one of the leading consultants in preparation of successful grants for many public agency grant programs administered by the State Water Resources Control Board (SWRCB), California Department of Water Resources (DWR), U.S. Bureau of Reclamation (BOR), U.S. Department of Transportation (DOT), California Department of Transportation (Caltrans), Air Quality Management District (AQMD), Environmental Protection Agency (EPA), California Department of Parks and Recreation, U.S. Federal Emergency Management Agency (FEMA)/ California Governor's Office of Emergency Services (CalOES), U.S. Department of Housing and Urban Development (HUD), California Department of Housing and Urban Development, and other State and Federal organizations. As it is demonstrated below, based on our relationship with each of these agencies, we will be able to arrange for discussions prior to stat of grant pursuits to gain insights on creating winning applications for the City.

ESS team members have diversified experience that ranges from planning and design of utility projects to emergency preparedness and parks and recreation projects. ESS has also been very successful in obtaining funding from new funding sources that we will recommend to the City for consideration. ESS will leverage their expertise to identify and secure the maximum grant funding possible for the City's priority projects.

### METHODOLOGY TO PERFORM ACTIVITES IN THE SCOPE OF WORK

The ESS team believes in a full-circle approach to obtaining grant funding. This approach and the methodology behind it will encompass all aspects of the grant research, writing, and management services identified in the RFP.

**Task 1. Grant Funding Needs Assessment and Strategy**

**Task 2. Grant Opportunity Development**

**Task 3. Grant Funding Research Services**

**Task 4. Grant Writing Services**

**Task 5. Grant Management and Administrative Services**

**Task 6. Ongoing Communication and Support**

As demonstrated in our scope of work and approach, our key services at ESS align directly with all tasks identified in the RFP.

We understand that the City has several key projects in the City's Capital Improvement Program (CIP) which could be funded with external sources. ESS team members bring their extensive experience in developing and managing CIP programs to develop successful grant applications on behalf of our clients. The below table provides a quick glance of our experience in preparation of grant applications for similar projects.

| Agency | Projects | Funding Sources | Value (millions) |
|---|---|---|---|
| **City of Arvin** | WWTP upgrade, RW | DWR, BOR, CalRecycle | $ 30.80 |
| **City of Belvedere** | Sea Level Rise, Erosion Control | Dept of Parks, FEMA/BRIC | $ 26.00 |
| **City of Carlsbad** | Parks, SCADA, Street Impr. | CPF, CalRecycle, ATP, HSIP, SWRCB | $ 14.80 |
| **Central Basin Municipal Water District** | Multiple RW Projects | SWRCB, Prop 13,68 | $ 19.90 |
| **Chino Basin Muni Conservation District** | Channel Diversion | BOR, MWD | $ 1.00 |
| **City of Colton** | Reservoir | FEMA/CalOES | $ 6.00 |
| **City of Commerce** | Traffic Signal Coordination | HSIP | $ 1.00 |
| **Coachella Valley Water District** | AMI, Stormwater | WIFIA, FEMA, BOR | $ 58.50 |
| **City of Downey** | Water Quality | SWRCB | $ 8.00 |
| **Desert Water Agency** | Water/Energy Efficiency | BOR | $ 0.60 |
| **City of Fort Bragg** | Water Supply Pipeline & Reservoir | DWR/SWRCB | $ 19.50 |
| **City of Hemet** | Flood, Energy, Water, Sewer, Traffic | SWRCB, LPP, HBP, Prop 68 | $ 28.00 |
| **City of Indian Wells** | Stormwater | DWR, CFP | $ 5.80 |
| **City of Irvine** | Multiple Projects | ATP, HSIP | $ 2.00 |
| **City of Long Beach** | Complete Street Project | LPP | $ 2.88 |
| **Long Beach Water Department** | Parks, AMI, Wells, RW, Security | BOR, SWRCB, FEMA | $ 7.75 |
| **Mission Springs Water District** | Water/Energy Efficiency | BOR | $ 0.30 |
| **City of Newport Beach** | Emergency Management | FEMA/Cal EMA | $ 9.00 |
| **Olivenhain Water District** | AMI | BOR | $ 0.50 |
| **Orchard Dale Water District** | Seismic Retrofit | FEMA/CalOES | $ 3.00 |
| **City of Palm Springs** | WWTP, Cogen Project | SWRCB SRF/GPR | $ 37.00 |
| **City of Petaluma** | AMI, RW | DWR | $ 11.65 |
| **City of Redwood City** | RW & AMI | SWRCB | $ 7.00 |
| **San Bernardino Associated Government** | Energy/GHG Reduction | TIRCP/DOT | $ 39.20 |
| **San Bernardino Municipal** | RW, Water & Sewer | FEMA, SWRCB, BOR, DWR | $ 33.30 |
| **City of Sacramento** | Parks, Water & Sewer, SW | EPA, Parks, BOR, SWRCB | $ 13.10 |
| **City of Santa Ana** | RW, Energy, Water, Sewer, Parks | Various | $ 74.95 |
| **Santa Clarita Valley Water Agency** | AMI, Wells, PFAS | BOR, Title XVI, FEMA | $ 9.00 |
| **City of Seal Beach** | Sand Replenishment | Community Projects | $ 15.70 |
| **South Coast Water District** | Water & Sewer | SRF, BOR | $ 103.00 |
| **Turlock Irrigation District** | Parks, water/energy, Dams | Parks Dept, FEMA, BOR | $ 20.00 |
| **City of Tustin** | Multiple Projects | ATP, HSIP | $ 3.00 |
| **Valley Sanitary District** | WWTP & RW Expansion | WIFIA, Prop13 & 68 | $ 45.84 |
| **City of Vista** | Sewer, Streets | Prop 84, EPA, HSIP, SWRCB | $ 64.00 |
| **City of Wildomar** | SW, Bike Trails, Streets | FEMA/CalOES, ATP, HSIP | $ 2.70 |
| **Water Replenishment District** | Sea Water Intrusion, PFAS | BOR, DWR, SWRCB | $ 2.06 |
| | | **TOTAL** | **$ 726.83** |

ESS has been providing grant management and compliance monitoring services for State and Federal funded projects on behalf of several agencies since the start of our company. As you will read in the subsequent sections, ESS's approach to grant management and compliance monitoring is holistic and ensures that all management and compliance tasks are met efficiently and promptly. Our approach can be broken down into the below general tasks to meet the City's goals.

## IMPLEMENTATION PLAN

The below activities are proposed to provide the tasks/services identified in the scope of work of the RFP. Schedules will vary depending on the applicable funding opportunities due to different solicitation announcements and length of solicitation. However, the below table is an example of a typical schedule required to prepare an agency-wide funding strategy and typical grant application(s):

| Task | Start Date | End Date |
|---|---|---|
| Grant Funding Needs Assessment and Strategy | Award of Contract | Ongoing |
| Grant Opportunity Development | Following Kick-Off Meeting with City after Contract Award | First matrix version will be provided within 2 weeks after kick-off meeting |
| Grant Funding Research Services | Award of Contract | Ongoing |
| Grant Writing Services | Following confirmation from City to pursue an opportunity | ~4 weeks following "go" decision or as-needed to meet grant timelines |
| Grant Management and Administrative Services | Notice of Award | Length of Grant Period of Performance |
| Ongoing Communication and Support | Award of Contract | Ongoing |

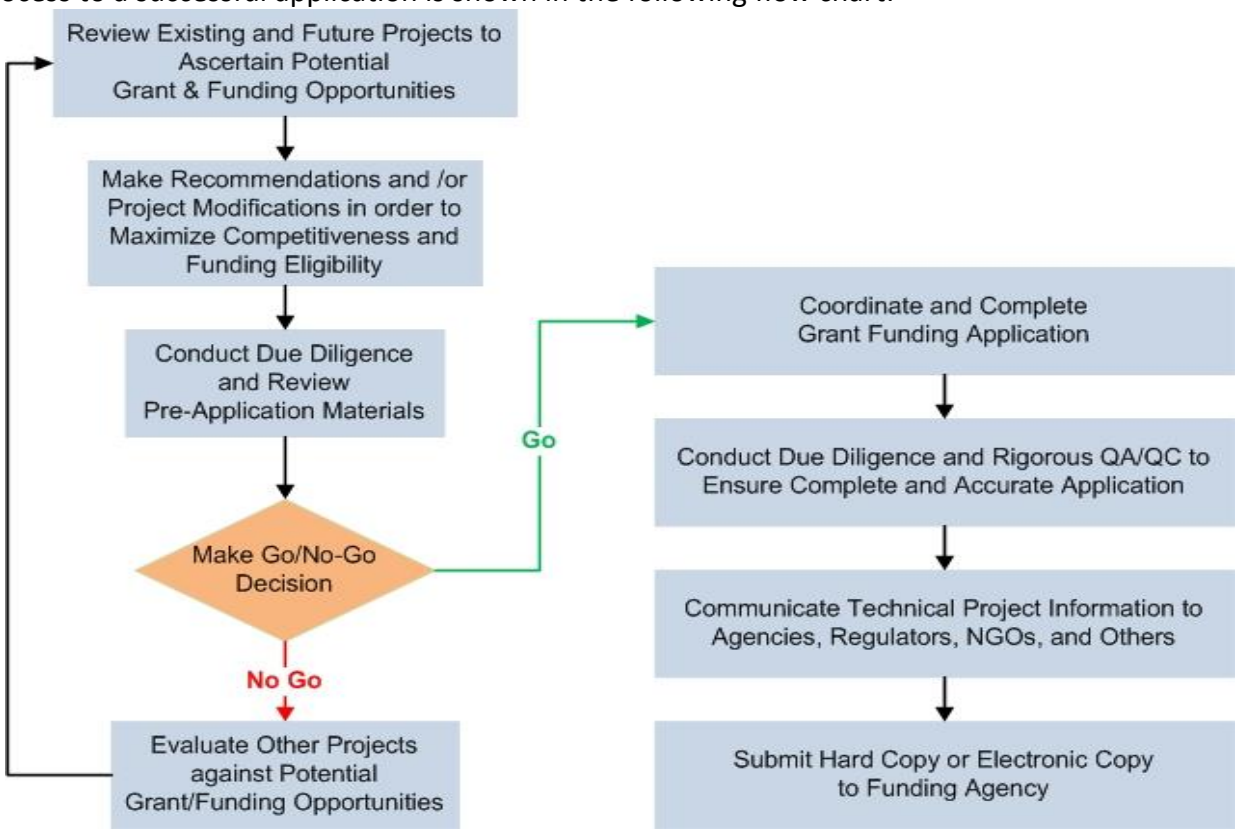
Our goal is to bring in the highest possible amount of funding for the City. To achieve this goal, ESS brings its extensive experience and a highly qualified team to work closely with the City's Project Manager to mold the City's project components, to maximize eligibility and ranking under various funding programs.

We have the unique ability to distill and convey complex project information into funding agencies' specific formats for grant applications. Our experience in coordinating, managing, and writing different types of applications has led to successful procurement of funding for many clients. Similarly, our experience with grant administration has enabled us to see another side of grant acquisition, wherein we can capitalize on this knowledge. The tasks identified in the RFP can be met with the following activities and deliverables.

## Task 1: Grant Funding Needs Assessment and Strategy

The complex and elaborate process of obtaining funding can delay the ability to act. Our comprehensive knowledge of the funding process helps us conceptualize and develop an appropriate action plan, thereby maximizing success. We will identify eligibility requirements,

likely availability of funding, terms, conditions, and other key parameters. Our step-by-step process to a successful application is shown in the following flow chart:




Once a Notice to proceed has been identified, Sudi Shoja will arrange a kick-off meeting with the City's Project Manager and appropriate ESS staff to review and discuss the City's project priorities, including the ones specifically mentioned in the RFP. Sudi will serve as a Project Manager and the point of contact for the City. She will assign task managers and grant writers as needed (if multiple pursuits are followed at the same time) to best meet the project deadlines.

**We believe that one of our most important tasks is to work with the City to position the projects for maximum ranking for various grant opportunities.** ESS is well qualified to achieve this goal as our staff not only been responsible for similar activities in their former positions, but they also have developed strong relationships with the funding agencies that allow us to learn about funding goals for future cycles and present them to our clients.

Working with the City Project Manager, we will review and discuss the current status of projects, available funding, established priorities, project planning and design status, management preferences and regulatory requirements. With our thorough knowledge of available and historical funding opportunities and our technical expertise in managing similar programs, we will be able to recommend a strategy and ranking of projects for funding pursuits. Based on our experience, we will also be able to offer cost-saving measures such as multi-year grants on a program level in lieu of individual projects that will reduce the regulatory burden of

managing various funding agreements and the cost of preparation of applications and compliance monitoring.

ESS believes the City will be best served by working together to create a strategy that enables us to write winning applications that will maximize funding for the City while minimizing the administrative burden on the City staff.

- ✓ ***Developed a funding plan for the City of Santa Ana that identified more than $25 million in grant funding in water, recycled water, and sewer projects and has delivered multiple successful grant applications for the City.***
- ✓ ***Review of City of Hemet's bond options and developing a funding strategy resulted in savings of more than $13.5million for the City. In addition, analysis of the City's CIP program and the unfunded list of projects resulted in identification of more than $28 million in funding.***
- ✓ ***Working with the County of Orange, we recommended a strategy that resulted in submittal of an additional successful grant application for the same project, almost doubling the amount of funding County was expecting to receive.***

**Deliverable(s):**

- Project Priority List with financial breakdown and timeline with pertinent information for relevant funding pursuits.

**City Tasks/Roles:**

- Participate in Kick-off meeting and provide project information and input on Project Priority List.

## Task 2. Grant Opportunity Development

Building on the deliverables in Task 1, ESS will continue to refine the project prioritization list, update the list based on direction from the City, and develop an overall strategy for identifying, applying for, and securing grants for the City. Additionally, ESS will work with the City to develop a long-range grant application program which identifies projects that are shovel ready and matches those projects with currently or near-forecasted funding opportunities. For projects that are not as developed, ESS will identify and propose funding programs that will fund design and planning for applicable projects. The other deliverables within this task (e.g., prepare grant applications, identify grant sources and opportunities, etc.) are covered within the other tasks as outlined in our proposal.

ESS will continue to update the City on upcoming grant opportunities and assist the City with the pre-qualification requirements.

**Deliverable(s):**

- Facilitate meetings between City and ESS personnel regarding funding needs and project prioritization as it relates to currently available funding.
- Monthly reports submitted to the City detailing the activities undertaken in the past month, and the status of those activities.

**City Tasks/Roles:**

- Participate in development of long-range grant funding application program and provide on-going input on project prioritization and funding pursuits.

## Task 3. Grant Funding Research Services

ESS team members keep up to date with the available Federal State and local fundingby attending funding fairs, participating in funding agency Board meetings, providing input to guidelines for funding opportunities, and subscribing to receive notices on available funding. ESS also monitors various funding websites on a weekly basis and alerts our clients of opportunities that apply to projects listed in their project prioritization list. ESS also subscribes to various grant resources and will use this service to identify funding opportunities for the City.

We understand that **successful grant funding consists of two-thirds planning and one-third writing**. With that in mind, we pride ourselves in our close relationships with funding agencies. Those relationships, plus appropriate and meticulous planning, allow us to obtain key information about the successful awarding of grant funds. One of the tactics used to ensure this strategy's success is to identify opportunities for in-person meetings with the funding agency when we are initiating a pursuit. We know this approach provides results from experience.

- ✓ ***ESS arranged for a meeting with BOR to discuss LBWD projects in advance of the grant application announcements.***
- ✓ ***ESS was aware of the additional grant funding available to the SWRCB and as such aligned the submittal of its applications such that they were well ahead of the competition and received the due attention.***
- ✓ ***When applying for stormwater grants for Coachella Valley Water District, ESS arranged a conference call with EPA staff to discuss the two top-priority projects for the District and receive key input from grant funding project managers.***

**We have established relationships with the following agencies:**

- US Bureau of Reclamation
- FEMA/CA Office of Emergency Services (CalOES) Pre-Disaster Mitigation and Hazard Mitigation Planning
- California Department of Water Resources
- CA Public Utilities Commission
- Metropolitan Water District of Southern CA
- EPA

- US Department of Transportation
- State Water Resources Control Board
- CARB
- US Department of Commerce – Economic Development Administration
- California Department of Transportation
- California Department of Parks and Recreation
- AQMD
- Various Conservancies and non-profit advocacy organizations

We will then use our extensive experience to match the City's projects with the available funding options and develop a matrix of all potential funding alternatives **specifically to match the City's projects** that will serve as a tool for the project team and the City staff to use.

As an example, our team members have been providing the available grants services for water and sewer projects to WaterReuse members on regular basis and will continue to provide this information for this contract as well. Information could look like the following table, based on projects:

WATEREUSE LOS ANGELES — Local, State, and Federal Funding Opportunities

| PROGRAM | Total Allocation | Funds Offered this Round | Purpose | Eligible Projects | Status | Anticipated Timeline | Notes |
|---|---|---|---|---|---|---|---|
| SWRCB Stormwater Implementation Grants/ Proposition 1 | $200M | $80M | Multi-benefit SW projects that respond to climate change, & are included in an adopted SW Resource Plan or IRWMP facilities | Implementation projects including but not limited to: Green infrastructure; SW capture; SW treatment | Round 1 OPEN | TBD 2018: Round 2 solicitations for implementation grants | Planning grant solicitation closed in March ($20M) additional round of $100 M for implementation grants anticipated |
| DWR Water Use Efficiency: CA Revolving Fund/ Prop 1 | $10M | $10M | Sustainable funding source for urban water use efficiency projects. | Dish/clothes washer upgrades; Water-saving plumbing fixtures; Hot-water recirculating pumps; Leak detection, irrigation upgrades; | Solicitation opening soon | Summer 2017: Loan applications due | $5M for loans to local agencies for water efficiency upgrades; $5M for loans to customers for onsite projects or leak repairs |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| DWR IRWM: Implementation Grants/ Prop 1 | $418M state-wide $98M for LA Region | TBD | Projects and programs that support IRWM. | Surface storage/GW recharge; Water conveyance; Watershed restoration/protection | In development | TBD: Round 1 solicitation for implementation grants | Public comment period ended April 8, 2016 |

We will evaluate the projects, review eligibility and potential project ranking, and provide recommendations to the City Project Manager, so that all relevant information is easily available to choose which grants to pursue.

- ✓ ***Our analysis of the unfunded plans of a project for the City of Palm Springs allowed us to recommend alternative grant opportunities that resulted in submittal of two additional successful grant applications, with $5.1 million awarded.***
- ✓ ***Review of City of Downey CIP program and unfunded list of projects resulted in identification of a grant programs for the City for up to $8 million in funding.***

**Deliverable(s):**

- Funding Matrix (in same document as Project Prioritization List) identifying all available funding for the City's Projects
- Updated Funding Matrix on monthly or as-needed basis

**City Tasks/Roles:**

- Provide responses on funding opportunities presented and input on funding program applicability to projects within the Project Prioritization list.

## Task 4. Grant Writing Services

### Grant application preparation process

Once a funding source and a project have been identified, ESS will arrange for a meeting and will come prepared with a Work Plan Structure (WPS), which is a matrix of the fund parameters. ESS prepares a WPS for all funding pursuits based on the detailed analysis of the Notice of Funding Opportunity (NOFO). The WPS identifies detailed grant fund requirements and populating it will help identify the necessary documents and resources and areas of responsibilities between team members and internal deadlines.

The WPS will also serve as a tool for both the City staff and ESS team members to track the project progress and alignment with the funding. When developing the WPS, **ESS will also note the implementation constraints** that may have an impact on selection of the project elements. For example, **most funding sources require that a grant agreement be in place prior to the start of construction.** ESS will work with the City Project Manager to identify solutions and/or assist with reprioritization of the grant applications to meet the requirements. Topics commonly found in the WPS include:

- Eligibility criteria
- Budget needs
- Matching funds
- Maps and pictures

- Project programming requirements
- Submittal requirements
- the City's prior grant management record
- Evaluation criteria
- Resolutions and approval letters required from the Board of Directors
- Technical reports: Benefit Cost Analysis, Environmental Reports, Life Cycle Analysis
- Project readiness: CEQA status, Feasibility studies, Project design reports
- Support documentations: certifications, forms, project reports

A sample segment of a WPS appears below. It is organized for clarity and is an invaluable reference tool that is used throughout every project.

### Deliverable(s):

- Work Plan Structure for the identified grant pursuit, such as the example below:

| ItemA2:H3 | | Requirements | BY | Schedule |
|---|---|---|---|---|
| **1.0** | **Introduction** | | | |
| **3.0** | **General Reporting** | | | |
| **3.2** | ***Project Description Template*** | Project sponsors must provide descriptive information on the proposed Small Starts project and the regional public transportation system. FTA uses the information in the Project Description Template to understand the project and to establish a database of project characteristics and local contact information. All Small Starts project sponsors must submit | ESS | Week 1 |
| **3.3.1** | **Project Identification** | 2-3 sentences on the essential characteristics of the proposed project (location, length, termini, number of stations, hours of service and frequency by time period) | | Week 1 |
| **3.3.5** | **Purpose of the Project** | Succinctly describe the specific ways that the proposed major transit investment will address the problems identified in the corridor. | | Week 1 |
| **3.3.6** | **Merits of the Project** | Describe how the project addresses the Purpose for the Project more effectively compared to other alternatives | | week 1 -2 |
| **3.4** | ***Project Maps*** | Electronic maps must be submitted for inclusion in Annual Report on Funding Recommendations and/or posting on FTA website. Maps should be 8.5x11 and be able to be copied in grey scale. Typical orientation for N/S is portrait and E/W is landscape. | | Week 1 |
| **3.4.3** | **Map Details: Stations** | Stations included in the project, marked in a distinguishable manner from existing transit stations and labeled. Stations with park & ride facilities should be further distinguished from others, either via markings or labels. | ESS | Week 1 |
| **3.4.9** | **Map Details: Legend** | A legend, scale and compass. | ESS | Week 1 |
| **3.6** | ***Operations and Maintenance Costs*** | Must submit to FTA documentation summarizing how operating and maintenance costs were developed. Additionally, the following considerations apply:<br>• System-wide and route level operating cost data (and factors) are typically available as part of ongoing operations planning. | | |
| **3.7** | ***Capital Costs*** | | ESS | Week 2 |
| **4.3** | **Cost Effectiveness** | Need to put in Trip information; Horizon Year; the project's annualized federal share.<br>**See Page 16-17:** *FY18 Reporting Instructions for the Section 5309 Small Starts Criteria.* | ESS/City | Week 2 |

## *Targeted Approach for Maximum Scoring on Evaluation Criteria*

The first step for our targeted approach is to develop a full understanding of the project elements, project milestones, and available project reports. We will also study the previously awarded projects from the funding agencies and learn about the key points that may be overlooked for their simplicity. In developing the WPS, we will identify the primary and secondary evaluation criteria to help highlight the project strengths. We will work closely with the City Project Manager to identify the potential gaps, analyze alternatives, and recommend resolutions to minimize their impact. With this approach, ESS has added value for our clients:

- ✓ ***ESS recommended re-strategizing of funding pursuits for four projects for the City of Santa Ana resulted in identification of additional $10 million in grants.***
- ✓ ***Review of City of Commerce projects resulted in changing the scope of work and a successful award of more than $1 million.***

**In one example of a successful utility project, the technical application for the $103 million project received no comments and was approved in record time.**

- ✓ ***Detailed evaluation of the grants has enabled us to advise the agencies if the project is not competitive and resulting in cost savings by not preparing grant applications.***

### *WRITING-TO-WIN Approach*

What sets us apart is that our **grant writers are licensed technical experts** in this industry and therefore have the ability to **convey complex project information** into the specific format of a grant application.

Using a targeted approach to analyze objectives and match goals to opportunities provides us with the details we need for our writing-to-win approach. Once a funding strategy is in place, the next challenge is to create a winning application. ESS brings its proven track record in creating an application package that will stand out among dozens, highlighting the project's merit in full compliance with the instructions and limitations.

This approach uses a high degree of expertise and creativity. ESS understands that impactful illustrations transform well-researched information into powerful persuasion. ESS has used the clarity of graphics and schematic drawings to show grant evaluators the client agency's expertise and vision:

- ✓ ***ESS application was ranked as one of the best and posted on FHWA website. FHWA asked Sudi Shoja for input and used the table format created by ESS in a grant application as a requirement for future cycles.***
- ✓ ***For a Department of Water Resources grant, ESS provided pictorial highlights of the project's energy-efficiency benefits matching the goals of the grant.***
- ✓ ***For a cap-and-trade grant to reduce GHG emissions, ESS replaced the executive summary with graphics highlighting projects matching the grant focus. This resulted in an award of more than $9 million.***
- ✓ ***For another project, ESS used an AQMD pollution map as a base and plotted all of the appropriate, completed energy-efficiency projects.***

### *Quantitative Analysis and Technical Reports*

Depending on the grant requirements, ESS will work with the City Project Manager to receive the available technical studies, environmental documents and plans and specifications. We will then use our highly experienced team members to complete the technical write-up sections of

the grants. As needed, and upon the City's direction, we will be prepared to perform additional technical research and analysis to supplement the effort.

The ESS engineering team has been directly responsible for implementation of various CIP programs for transportation and street improvements, water and sewer projects and facility management and will bring their expertise to articulate the technical information of the grants. In addition, ESS brings its unique expertise in emergency management and safety personnel to win funding from FEMA/CalOES that provide the highest level of funding with no maximum limit and least amount of match requirements.

Our expert grant writers will review the project documents to highlight the project's strengths matching the grant goals to achieve maximum ranking of the application.

- ✓ ***The complex FEMA applications prepared by ESS have been approved by CalOES for funding by FEMA.***
- ✓ ***ESS prepared a successful and highly technical grant application package for San Bernardino County Transportation Authority, providing detailed GHG reduction calculations, trip generation interpretations, and available technologies for alternative fuel that resulted in a $30 million award.***

### *Budget Analysis and Construction Planning*

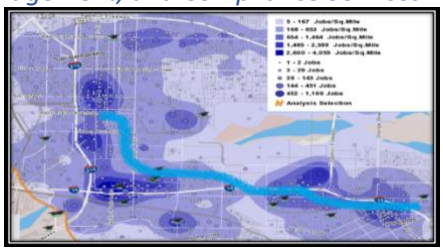
The ESS team will assist the City in identifying qualifying information to meet grant requirements for budgeting and construction planning. Budgets need to demonstrate project flexibility and scalability to make the grant applications more attractive **and create opportunities to apply again even after a successful application's award.** Some areas of focus will include:

- Qualifying matching funds
- Budget scalability
- Scheduling details
- Implementation requirements for allocation purposes

### *Disadvantaged Communities*

Many funding opportunities allocate a certain percentage of the funding to projects benefiting DACs and therefore, it is imperative that the need and applicability is effectively demonstrated. For example, WaterSMART grants funded by Bureau of Reclamation have historically allocated about 75% of the funding to benefit the DACs. Claiming benefits to DACs requires documentation and substantiation of meaningful benefits, as well as explanation of the methodology used for assuring accomplishment of those benefits. This identification must be based on geographic, socioeconomic, public health, and environmental hazard

*Demonstration of low-earning jobs in cities of San Bernardino and Redlands for a successful award of more than $9.2 million*



criteria (Health and Safety Code Section 37911). CalEPA has identified DACs for investment based on a tool called CalEnviroScreen 4.0.

ESS is acutely familiar with researching geographic equity and the degree to which the City's DACs would benefit from a project. ESS will work with the City staff to identify projects in these communities and highlight the benefits in order to win the grant funding.

✓ ***A successful application for San Bernardino County Transportation Authority demonstrated 41 DACs in the area.***

### *Support Letters*

Often, this aspect of a grant application is given only cursory attention and proves to be invaluable. At ESS, these potentially undervalued areas are key endorsements that ESS crafts in close cooperation with clients. ESS will recommend stakeholders to contact and will draft focus points that align with key ideas in the narrative and grant criteria so that support letters send strong, targeted messages.

### *Grant Application Review and Approval Process*

For every project, **ESS will assign a QA/QC manager**, which is an important factor of a successful grant application. We will use our internal grant checklist to ensure the application package is ready for submittal. This process will follow the WPS and an internal guide for editorial quality.

To ensure grant applications are completed efficiently, ESS will arrange a meeting with the City Project Manager to answer questions, finalize budget, and schedule concerns and to further align the project with the grant goals and objectives. All final grant application packages will be submitted to the City for review and approval prior to submittal to the granting agency.

### *Technology*

Many funding agencies have online grant submittal and management tools, including the DWR Bond Management System (BMS), California DWR's Grants Review and Tracking System (GranTS), the State Water Resources Control Board's Financial Assistance Application Submittal Tool (FAAST), and the federal government's www.grants.gov website and the online submittal platforms for IRWM, BOR and some parks grants.

| BOR | BMS | FAAST | IRWM | GranTS | Grants.gov |
|---|---|---|---|---|---|
| ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |

Furthermore, our team routinely performs grant management and administration services for funding by various agencies that utilizes some of the same portals.

**Cultivating partnerships with other organizations**

Both Sudi Shoja and Project Managers have extensive experience in managing multi-jurisdictional projects on behalf of various agencies. They have been able to create synergy between different clients to benefit all agencies and winning applications.

- ✓ ***We have been leading the efforts for Chino Basin Water Conservation Authority to partner with Inland Empire Utilities Agency on two application projects, recently funded by MWD.***

- ✓ ***ESS arranged for support letters from other utility agencies to support the Coachella Valley Water District grant application and coordinated the effort to obtain results of a demonstration project benefiting all agencies in hot arid regions.***

**Deliverable(s):**

- Draft support letters, staff reports and resolutions in City's preferred style
- Draft grant application package for City's review
- Final grant application package for submittal
- Full grant application packages for the City's records
- Submittal confirmations for the City's records

**City Tasks/Roles:**

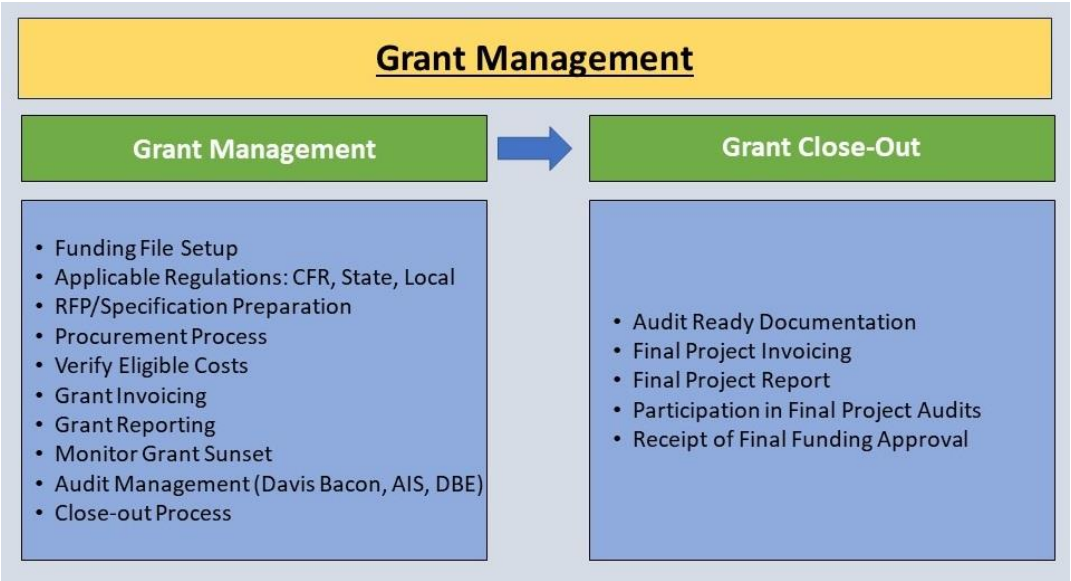
- Provide requested City/project information (e.g., technical reports, schedule, budget, design documents, planning documents, etc.) needed to write the grant and complete the relevant forms.
- Review draft application package and provide edits/comments on narrative sections.
- Process support letters and resolutions as-needed

## Task 5. Grant Management and Administration Services

ESS has been providing grant management administration services for federal and state funded projects on behalf of several agencies since the start of our company. As you will read below, ESS's approach to grant management is holistic and ensures that all management and compliance tasks are met efficiently and promptly. Our approach can be broken down into the below general tasks which are as follows:

1. Grant Management and Development of Work Plan Structure (WPS) for each phase
2. Compliance with all applicable federal, state, and local regulations
3. Bid procurement assistance
4. Develop templates for project reporting needs to streamline the process.
5. Reimbursement Requests for all eligible costs and all the FEMA required forms.
6. Progress Reports as need to include narratives on scope of work, budget, and schedule.
7. Grant closeout process
8. Record retention and audits

A summary of our general services for grants management is presented below:




### *Kick-off Meeting and Development of WPS for Grant Management and Compliance*

Once a notice of intent to award has been issued, ESS will arrange for a meeting with the City and relevant Project Managers and will come prepared with a WPS, which is a matrix of Federal (e.g., Buy America), State, and local compliance parameters. ESS prepares a WPS for all grant fund management efforts based on the detailed analysis of the grant guidelines and the executed agreement. The WPS identifies detailed grant fund requirements and populating it will help identify the necessary documents and resources, and areas of responsibilities between team members and internal deadlines. The WPS will also serve as a tool for both the City and ESS to track the required information and timing for full alignment with the funding conditions.

Topics commonly found in the WPS include:

1. **Funding**: Funding agreement and related correspondence, and deadlines
2. **Internal Controls**: grant policies and/or internal control procedures
3. **Contracts**: advertising for the construction contract, contractor selection process and contracts, and all related documents
4. **Invoices**: Original vendor requests, identification of eligible and ineligible budget items, required back up documents, change orders, approvals, reimbursement requests
5. **Accounting Records**: Receipts, deposit slips, cancelled checks, bank statement ledgers for receipts and disbursements.

6. **Administration Costs**: Contract and City personnel working on the project, timesheets, payrolls and supporting documents.
7. **Schedule**: Project timeline, progress reports and reimbursement due dates leading to the grant deadline along with timelines for receiving the back-up documents
8. **Other**: other related items such as photo documentation and as-builts
9. **Meetings**: ESS will propose monthly conference calls to learn about project status, update the schedule and budget as needed and review upcoming deadlines

A sample segment of a WPS appears below. It is organized for clarity and is an invaluable reference tool that is used throughout the project compliance period. We will add the information gained at the kickoff meeting to the WPS. We will also request a meeting with the funding agency's grant representatives to discuss expectations and next steps. We will repeat these meetings periodically and specifically after the first submittal to gain feedback and restructure our process if needed.

### *Grants Agreement Assistance*

Many funding agencies require substantiation of cost estimates provided in the application and confirmation for the proposed milestones. ESS will work with the City and funding Agency's Grants Specialists to develop the agreement terms to meet the Project goals while meeting agency requirements.

- ✓ ***ESS has been providing successful grant compliance on a $280 million San Bernardino County Transportation Authority project that consists of more than 11 different funding sources.***
- ✓ ***ESS has been providing compliance-monitoring and reimbursement services for City of Palm Springs' $29 million wastewater treatment projects. In the final audit by the SWRCB, ESS was complimented by the auditors and received full approval of its processes.***

**Deliverable(s):**

- Work Plan Structure for the grant with tabs for agency records
- Meeting agendas and meeting minutes

**City Tasks/Roles:**

- Provide relevant grant agreement and input on Project details relating to grant compliance.

## Compliance with Grant Conditions, Federal, State, and City Regulations

### *Bid Procurement Assistance*

ESS team members are thoroughly familiar with the requirements of all the funding programs' policy and agreement details. ESS has experts on the Code of Federal Regulations (CFR), California Code of Regulations, and local requirements and ESS will guide the procurement and other compliance measures to be followed throughout the life of the project. They will provide

the required narratives to be included in the procurement documents and will review the final package before their release. Prior to advertising for the construction bids:

- ESS will provide the specification sections that need to be included in the bid documents.
- ESS will verify if a new Federal Wage Determination is issued within 10 days of the bid opening and prepare an addendum as needed.
- ESS will assist in preparation of responses regarding questions that may come up during bidding

### *Contract Award*

ESS will use its extensive experience in construction management to assure a successful award of the contract:

- Provide a comprehensive review of the bids for labor compliance, and good faith effort to assist in the assessment of contractor's responsiveness.
- Review the bid package for compliance with other funding agency's requirements such as BABA and the required certifications.
- Conduct contractor eligibility check before contract award.

✓ **Our experience as former agency managers coupled with our expertise in managing BOR and other federally funded projects will guarantee full compliance for the project.**

✓ ***ESS provided a thorough review of agreements with BOR for LBWD, identifying the sections that need to be added to construction documents.***

**Deliverable(s):**

- Specification sections and addenda as needed.
- Bid review results.

**City Tasks/Roles:**

- Provide ESS with the proposed construction bids and include ESS personnel on construction bidding as it relates to funding requirements.
- Provide ESS the bid package once completed.
- Release addenda as-needed to adjust for changing compliance measures (e.g., Davis-Bacon prevailing wage determinations).

### *Grant Management*

As mentioned in the previous section, ESS will work with the funding agency to ensure that all grant requirements are identified and achieved through a multistep process.

### *Pre-Construction Meeting*

We will request to be added to the pre-construction meeting agenda and will come prepared to provide the contractor and the construction management team with relevant information about the funding agency's compliance requirements and discuss a process to meet all the requirements. ESS will also support the City in other related requirements such as getting approval for Project sign.

**Deliverable(s):**

- Presentation customized to City's projects regarding grant requirements and process for compliance with BABA, AIS, DBE and prevailing wages
- Review of Project sign template

**City Tasks/Roles:**

- Invite ESS to the Pre-construction meeting and include ESS in correspondence related to compliance (e.g., material procurement, certified payroll, etc.)

### *Reimbursement Requests*

ESS is thoroughly familiar with the types of information needed to complete the semi-annual progress report, reimbursement requests. Depending on the grant agreement details, we are prepared to start the reimbursement process by:

1. Review the invoices to identify eligible costs for grant reimbursement
2. Process the budget forms that need to be approved by the funding agency's management to allow for processing the reimbursements.
3. Process the reimbursement request for planning and engineering expenses if stipulated in the agreement
4. ESS will request a copy of the invoices approved by the construction management team.
5. ESS will review the invoices for eligible vs. ineligible expenditures and prepare reimbursement forms accordingly and submit for City review and signature. ESS will request the appropriate back up documents for all the eligible costs such as approved change orders.

✓ ***ESS has been successfully processing reimbursement requests for a $50 million SRF funded project without receiving comments or delays in payment for an agency with limited cash flow.***

✓ ***ESS is managing two multi-year FEMA funded projects and has been responsible for filing all the reimbursement requests to date.***

**Deliverable(s):**

- Draft Reimbursement Requests for review and signature
- Submittal of finalized reimbursement requests to funding agencies.

**City Tasks/Roles:**

- Provide progress payments and invoices as-needed to complete reimbursement request.

***Progress Reports***

As it is demonstrated in this proposal, ESS team members have extensive experience preparing progress reports on behalf of various agencies. We will utilize our hands-on project management process to develop the progress reports in a professional and consistent manner meeting the funding agency's requirements.

The following will be our proposed approach to receiving, storing and organizing information, and submitting progress reports, however, we remain flexible to meet the City's preferred process:

1. ESS will request a copy of the weekly meeting minutes prepared by the construction management team.
2. To save time for City staff, ESS staff members with construction management background will then draft a progress report based on the information gained from the weekly meeting minutes, approved progress payment and change orders.
3. ESS will then set up a conference call with the City's Project Manager to ask questions and review the categories on the template to gain additional information to complete the draft report accordingly. This meeting time will allow all the questions to be answered in the most efficient manner versus over several correspondences. Following this process has proven to relieve our clients from dedicating extensive time to provide detailed information.
4. ESS will finalize the progress report based on the City's comments. All progress reports will need to have a complete photo documentation that will be added to the final document.
5. We will review the draft final form for compliance with all funding agency requirements. ESS will then send the final draft version to the City for review and approval.
6. Once the progress report is approved by the City, ESS will request a signature and will submit the documents to the funding agency. All project progress reports will be submitted through the respective online portal or unique submission process.

ESS will create an archive of all the submitted documents and any review comments that may be received from the funding agency. The progress reports are due semi-annually and require the following information: a summary of progress including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule

elapsed; a description of compliance with environmental requirements; a listing of change orders including amount, description of work, and change in contract amount and schedule; and any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

### *Environmental Compliance*

ESS will review the environmental documents and include all the compliance measures in the WPS for tracking purposes. ESS will note the documentation for meeting the compliance requirements as they are developed and keep all the records that will be used in progress reports, final close out and audit sessions.

### *Schedule for Report Submission*

The WPS will include a schedule for submission of the required progress reports, final reports, and invoices. This schedule will also include dates for reminder notices that will be sent to City staff for the required information to meet the grant deadlines.

- ✓ ***ESS will take the full responsibility for all timelines and reminders to meet the grant requirements.***
- ✓ ***ESS Project Managers bring their extensive experience on similar projects to create the project documents and develop accurate and credible progress reports.***

**Deliverable(s):**

- Checklist of information needed to complete draft Progress Reports will be sent with reminders for upcoming deadlines
- Draft progress reports with updates on environmental process
- Finalize progress reports and submit to the funding agency

**City Tasks/Roles:**

- Provide information as-needed to complete progress report and review draft progress report.

### *AIS requirements*

ESS will also review all updated AIS requirements and will identify all project components that are required to comply with AIS based on the contractor's cost items and components. ESS will continuously check submittals of project components to ensure that all relevant steel products have the required AIS certificates and will communicate De Minis requirements for minor components in the project.

**Deliverable(s):**

- List of Project components that are required to comply with AIS and provide template of required AIS certificate

- Continuous monitoring of Project submittals to ensure products purchased have the required AIS certificates

**City Tasks/Roles:**

- Provide information as-needed to review draft progress reports.

## Labor Compliance

ESS will review the contract documents for applicable wage determination and will discuss posting of the required information on site with the project inspectors. Certified Payrolls including all subcontractors will be requested. In addition, contractor will be required to provide documentation about apprentice certifications and labor union agreements as needed.

ESS will coordinate with the City inspector and provide all the forms and reminders to perform the monthly interview of all labor classifications.

**Deliverable(s):**

- Review certified payroll, fringe benefits, and various labor unions for the contractor and the subcontractors on the project to meet the wage determination applicable to the project
- Review of employee interview & comparison with certified payroll
- Follow up on any incompliance or inconsistencies. ESS will set up tracking documents and will let the construction management team know of any non-compliance matters in a timely manner.
- ESS will support the team in filling out the required forms as needed.

**City Tasks/Roles:**

- As-needed coordination with the selected contractor to receive the required documentation.

## *Project Closeout*

ESS will prepare the closeout documents according to the funding agency's closeout guidance. ESS will work with the agency to facilitate a site inspection visit so they can prepare an inspection report. ESS will also include copies of audit reports performed to date as part of the closeout documentation. Environmental compliance and its documentation will be another key subject for the project closeout. In summary, ESS will prepare for the closeout from the kickoff meeting and will compile the information and documentation collected through the life of the project to complete the closeout document. ESS will make sure that all the funding agency's comments (if any) are addressed within the designated time.

### *Project Documentation*

As it is noted above, the WPS will include all the project compliance requirements including Federal, State and City requirements, environmental compliance measures along with details and checklists for progress reports, reimbursement requests and project closeout.

The WPS will guide both the City staff and ESS in meeting all the requirements and provide a timeline for managing the grant agreement. Using this comprehensive checklist developed by our funding agency experts will allow us to notify the City of any issues in a timely manner and reconcile as needed.

Depending on the City's preferences, ESS will create a secured shared-drive folder to provide access for all the documents. Additionally, ESS will format the shared-drive folders to meet the audit requirements enforced by the funding agency to ensure optimal organization. Document will need to be submitted electronically to the funding agency and record of all submission records will be filed and reported to the City's Project Manager at submission. The respective online portal will be used for submittal of all reimbursements and reports.

**Deliverable(s):**

- Filing system and access information
- Submittal confirmations for reports and reimbursement records
- Final transfer of grant records to the City in the desired format

**City Tasks/Roles:**

- Input on desired format for records keeping.

### *Audit Preparation and Support*

As noted above, we will start setting up for a successful and stress-free audit from our kick-off meeting. WPS will guide us on where to locate the applicable documents.

Upon notice of an audit request, ESS will communicate with the funding agency to learn about the preferred method of reviewing documents: electronic or hard copy submittals. Based on their response, ESS will prepare Audit Books (if paper copies are preferred) for each project that will contain the up-to-date information for the audit. Our detailed filing system will allow us to be ready for an audit session at any given time. We will also utilize our audit check list to review the documents needed and prepare for the meeting. Below are some of the details that will be provided:

1. **General Grant Requirements**: internal controls, organization charts, City procurement policy, grant policies and/or internal control procedures.
2. **Grant Agreements**:
   - Grant Agreement: Fully executed grant agreement and amendments (if any).
   - Correspondence with the funding agency.
3. **Project Specific Documents**:

- Solicitation process documentation, detailing history of the process, and selection process.
- Price/cost analysis, final budget approval form and supplemental documents, final agreement(s), consultant, and construction contracts. Contracts need to include required contract provisions.
- Environmental compliance and documentation of mitigation measures
- Progress Reports: submitted package along with all the backup documents.
- Reimbursement Requests: submitted reimbursement records along with all back up documents and confirmations. Cash Documents: receipts, deposit slips, cancelled checks, and bank statements, Accounting Records: ledgers for receipts and cash disbursements.
- Project Completion Reports for approval of work, copies of completed studies and construction documents, final payments and as-builts for the construction phase.
- Contractor Invoices: records of all submitted invoices and records of payments by the City
- Backup Documents: original vendor requests, identification of eligible and ineligible budget items, back up documents, approvals, reimbursement requests

✓ **ESS was complimented by SWRCB and Federal auditors during an audit session for the $29 million wastewater treatment plant for the City of Palm Springs**

### *Quality Assurance/Quality Control (QA/QC)*

Quality Assurance begins with our highly qualified professional staff and project managers. Sudi Shoja will serve as the project manager and the primary point of contact throughout the life of this contract. She will be responsible for coordinating all work products, ESS team assignments, and staff assignments for this project. Although our QA process is not unique, the intensity with which we carry out our QA process is the foundation for our success.

We follow three principles:

- **Do it right the first time**: The more accurate the deliverable, the better the control
- **Avoid surprises**: Keep our clients apprised of any potential issues or changes through clear and consistent communication.
- **Complete the project within budget and on time**: Close schedule and cost monitoring keeps the project on track.

As it is discussed above, ESS personnel have been responsible for similar work as employees and as consultants. This ensures that all work products will be consistent, accurately reflect the scope of the proposed project, and appropriately maintain internal consistency and accuracy. We will use meetings and conference calls as needed during document development to facilitate discussion of issues, reviews of preliminary and administrative drafts, and timely completion of each task. We value the opportunity to serve as your consultant and our

commitment to exhibit an exceptional level of transparency, ethics, and customer service is reflected throughout this proposal. Also included in this commitment is our pledge to solicit feedback regularly from the agency staff.

**Methods that help assure quality include**:

1. ESS uses a proactive method to develop a WPS to outline all the compliance requirements, identify the necessary documents and resources, areas of responsibilities between team members and internal deadlines. The WPS will also serve as a tool to track the project progress and alignment with the funding by both City and ESS staff members.
2. Progress meetings and issuance of meeting minutes: ESS expects that the City will make staff roles clear and inform ESS of any preferences in how staff are contacted.
3. Established process for review and final approval of submittals with ample time for the City's staff.
4. Status report that will include updates on submitted reports and reimbursements.
5. ESS staff are trained to track their time spent on every project accurately and in 15 minutes durations.
6. As a matter of course, ESS includes in all on-call contracts a monthly report that itemizes areas our client would like to see summarized, along with invoices indicating actual times spent.
7. ESS conducts a post-submittal review of the process with City staff to receive input on the completed process and to modify approach to gain maximum efficiency and client satisfaction. We propose to have a review session after the first semi-annual report submittal.
8. ESS will follow up with the funding agency on all submittals and revisit our process as needed.

ESS also performs annual surveys from its clients to find out on how to better serve them. Some of the comments received are shared earlier in this proposal.

## b. Company Information

Engineering Solutions Services (ESS) is a S-corporation that was founded in 2012 by Sudi Shoja, PE, who will be the main point of contact during the entirety of this contract. ESS has one branch located in Laguna Hills, California at the following address:

Engineering Solutions Services
23232 Peralta Drive Suite 112
Laguna Hills, California 92563
(949) 797-6055- Office
(949) 637-1405- Sudi Shoja Direct Contact

**Our Clients**

*Served as prime or sub-consultant*

- City of Palm Springs
- City of Perris
- City of Hemet
- City of Downey
- Valley Sanitary District
- Desert Water Agency
- San Bernardino Municipal Water Department
- City of Long Beach
- Long Beach Water Department
- County of Los Angeles
- Central Basin Municipal Water District
- County of Orange
- Santa Clarita Valley Water Agency
- City of Sacramento
- Port of Long Beach
- City of Redondo Beach
- City of San Clemente
- City of Seal Beach
- City of Santa Ana
- City of Laguna Beach
- City of Lake Forest
- City of Laguna Woods
- City of Newport Beach
- City of Laguna Niguel
- City of Irvine
- City of Tustin
- Olivenhain Water District
- San Diego County Water Authority
- City of Carlsbad
- City of Encinitas
- City of Oceanside
- City of San Marcos
- Turlock Irrigation District
- County of Sonoma
- County of Nevada
- County of Mendocino

Since its founding, Engineering Solutions Services has not been involved in any litigation, mediation, or arbitration proceedings regarding the performance of any services similar to the services identified in the scope of work of this RFP.

**Engineering Solutions Services, Inc. (ESS)** was founded in 2012 by Sudi Shoja, PE, a former City Engineer who has more than 40 years of experience in managing CIP and Water and Sewer programs of over $100 million. She founded ESS with the goal of assisting local entities in achieving their goals in funding and compliance, program management, quality assurance/quality control, and project delivery. She leverages her successful experience with transforming the agencies where she worked from losing funding to securing the maximum grant funding possible, meeting the various funding agency requirements, and serving as examples for successful audit processes. As a result, she has earned a reputation that gained us our impressive repeat client list in a short timeframe. Included below are a few examples:

- **Created a funding strategy for the City of Hemet that resulted in $6 million in savings and more than $15 million in funding.**
- **Successful in award of applications for a variety of transportation projects from LPP, HSIP, ATP and MSRC**
- **ESS grant applications selected as best written by FHWA**
- **Developed a funding plan for the City of Santa Ana that identified more than $25 million in grant funding in water, recycled water, and sewer projects.**
- **Success award of applications for Parks projects**
- **Restructured a grant application for energy efficiency that resulted in more than $5.1 million of grant funding for the City of Palm Springs**
- **Successfully awarded Proposition 84 grants in two cycles**
- **ESS applications received 20% of the awarded funds from Department of Water Resources Urban Community Drought Relief for its clients in Cycles 1 & 2 in 2021 and 2022**
- **ESS applications received over 30% of the awarded funds from Bureau of Reclamation for its clients in March 2022**
- **Qualified Santa Clarita Valley Water Agency to receive over $30 million for recycled water projects.**

- **Received approval from WIFIA for over $50 million for two stormwater and $60 million for wastewater treatment projects.**
- **The SRF application package for $103 million to SWRCB was approved in record time and with no comments.**
- **Successfully awarded $39.2 Million in greenhouse gas (GHG) reduction funding**
- **California Office of Emergency Services (CalOES) has recommended multiple grant applications prepared for seismic retrofit, climate change and sea level rise, fire, and flood control to U.S. Federal Emergency Management Agency (FEMA) for funding.**
- **Unmatched experience in submittal of successful application for a variety of projects to Federal agencies such as Bureau of Reclamation (BOR), FEMA/CalOES and EPA.**
- **Identified more than $20 million in water quality grants for two agencies.**
- **ESS arranged for a funding fair attended by SWRCB, FEMA & County representatives.**

ESS is comprised of **former agency personnel** who are thoroughly familiar with the intricate details of various funding requirements and excel at strategic planning for clients to maximize the potential for securing grants, successful management for meeting the requirements, obtaining proper authorization and reimbursements and positive audit process of the projects.

ESS fully understands **the inner workings of the regional and municipal government process.** Comprised of former government and engineering managers, we have been confronted with many of the same design, budget, schedule, and project-delivery challenges that face our client governments. We understand the challenges and requirements of municipal governments that allows our people **to think like public agencies** and address the challenges they are facing with proactive, well-planned, cost-efficient, and innovative solutions tailored to your needs. We approach every project strategically and scale our resources to fit your agency and scope of work.

**We have secured over $726 million for various agencies in the past eleven years.**

**ESS specializes in various funding resources, such as:** US Bureau of Reclamation (BOR) WaterSMART - Water and Energy Efficiency Grants (WEEG), Drought Response Program, Small-scale Water Efficiency (SWEP), Title XVI, etc., Environmental Protection Agency (EPA), Water Infrastructure Finance & Innovation Act (WIFIA), Water Infrastructure Improvements for the Nation Act (WIIN), Integrated Regional Water Management (IRWM), Department of Water Resources (DWR), Water Desalination Grant Program, Proposition 1B, 13, 40, 68 & 84, State Water Resources Control Board (SWRCB) for Green Project Reserve (GPR) and State Revolving Funds (SRF), Community Project Funds, Clean California Local Grant Program, California Department of Parks and Recreation Grants - Recreational Trails Program and Statewide Park Program - Federal Emergency Management Agency (FEMA), California Governor's Office of Emergency Services (CalOES), Climate Adaptation Planning, SB 1 Local Partnership Program (LPP), SB 1 Local Streets and Roads Program (LSRP), Solutions for Congested Corridors Program (SCCP), Department of Transportation Safe Streets and Roads for All (SS4A), Department of Transportation Active Transportation Program (ATP), TIGER Grants, Bridge Investment Program

(BIP), environmental Transit and Intercity Rail Capital Program (TIRCP), Transportation Infrastructure Finance & Innovation Act (TIFIA), Highway Safety Improvement Program (HSIP), Rubberized Pavement Grant Program, California Department of Parks and Recreation Recreational Trails Program (RTP), Clean Transportation Funding through Mobile Source Air Pollution Reduction Review Committee (MSRC), Transportation community and System Preservation (TCSP), High Priority Projects (HPP), local tax measures, Community Development Block Grant (CDBG), and numerous other grants.

**We are committed to being accountable and sharing ownership of the product and service.** We believe that successful projects are a result of a well-managed and motivated team. Our team members possess a proven ability to establish and implement best practices, maintain continuity and flexibility, and deliver timely responses. We offer accessibility to a network of experts to address unique needs.

**We believe in doing the job right the first time.** Our commitment to providing excellent customer service has gained us repeated clients and contracts. We understand the challenges and requirements of municipal governments since many of our staff have held senior and executive management positions with California cities, including Public Works Directors, City Engineers, Capital Project Managers, and Construction Managers. This background and experience are important because document preparation will require a high level of interaction with the state project managers.

**We strive to *exceed* expectations, not just meet them.**

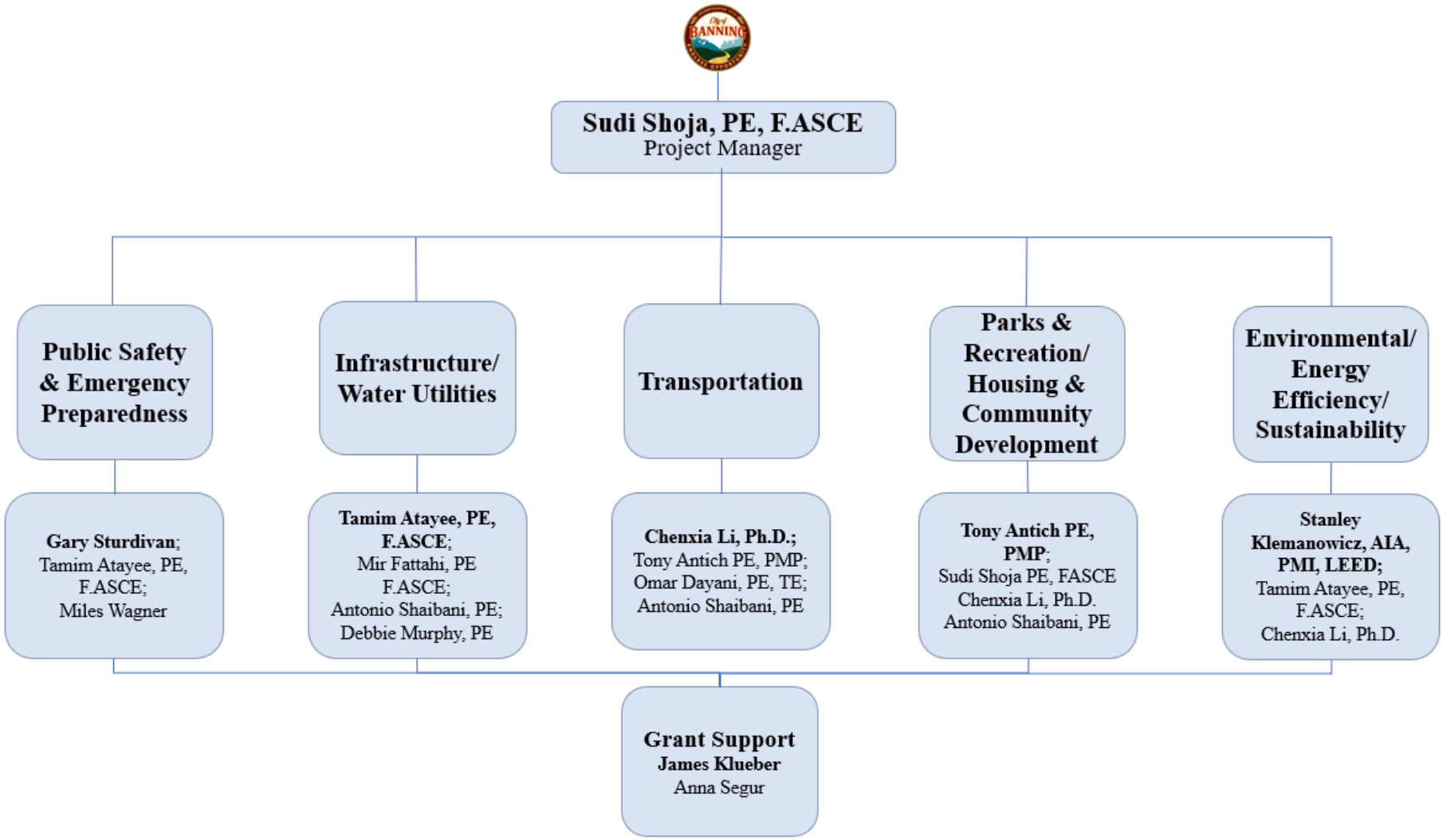
ESS is the right team to provide consulting services for identifying and securing grants and finalizing agreements. We work as your partner, incorporating grant funding conversations in the process of each project as early as possible to maximize the potential for planning grant funding as well as implementation grand funding. Proprietary tools, such as our Work Plan Structure (WPS), in conjunction with our team's extensive experience and relationships with funding agencies, make this process easy.

# *Our Core Business is Funding*

## c. Company Personnel

ESS will assign the staffing based on the requested project needs, grant funding source, and staff expertise and will receive the City's approval before assigning work to individuals. Additional resumes of ESS personnel will be sent to the City if they are needed to help with portions of any of the Projects listed in the Scope of Services. All personnel have a minimum of five years of experience and are licensed to perform the services identified in the Scope of Services in the state of California. ESS is not proposing any subcontractors for this contract.

Please see the below Organization Chart and resumes for key personnel proposed to provide the scope of services identified in the City's priorities.


Sudi Shoja, PE, F.ASCE
Project Manager
Public Safety & Emergency Preparedness
Infrastructure/ Water Utilities
Transportation
Parks & Recreation/ Housing & Community Development
Environmental/ Energy Efficiency/ Sustainability
Gary Sturdivan; Tamim Atayee, PE, F.ASCE; Miles Wagner
Tamim Atayee, PE, F.ASCE; Mir Fattahi, PE F.ASCE; Antonio Shaibani, PE; Debbie Murphy, PE
Chenxia Li, Ph.D.; Tony Antich PE, PMP; Omar Dayani, PE, TE; Antonio Shaibani, PE
Tony Antich PE, PMP; Sudi Shoja PE, FASCE Chenxia Li, Ph.D. Antonio Shaibani, PE
Stanley Klemanowicz, AIA, PMI, LEED; Tamim Atayee, PE, F.ASCE; Chenxia Li, Ph.D.
Grant Support
James Klueber
Anna Segur

## Sudi Shoja PE, F. ASCE, Project Manager

Sudi brings more than 40 years of municipal engineering, grant and fund management experience. She has an extensive experience in securing and managing various federal, state, and local funds, gaining successful audits in all cases. She has been responsible for budgeting, scheduling, and implementation of annual funds of over $100ML for various agencies. She has hands-on experience on meeting the funding agency requirements and has developed close working relationships with FHWA and Caltrans Local Assistance Program staff in various districts.

She has established relationships with Reclamation, FEMA and CalOES, SWRCB, FHWA, DOT, Caltrans, DWR, EPA, NOAA, CARB, AQMD, California Dept. of Parks and Recreation, Coastal Commission, Local conservancies and other agencies. She is also very familiar with Federal, State, and specific agency funding regulations. In addition, she is a CalOES certified emergency response trainer and is responsible for coordination of response teams in Southern California. She has responded to many regional and international disaster events and offers emergency preparedness training following her passion.

**Education**: MS, Civil Engineering, Purdue, 1983

BS, Civil Engineering, Purdue, 1981

**Registration:** Professional Engineer CA, 42958, 1986

**Years of Experience**: 40+

**Affiliations:**

- American Public Works Association (APWA);
- American Society of Civil Engineers (ASCE);
- Woman in Transportation International (WTS);
- Construction Management Association of America (CMAA);
- California Emergency Services Association (CESA)

## Relevant Experience

### As-Needed Grant Writing Services, Public Works Agency, City of Santa Ana, Santa Ana, CA

Responsible for identification of grant funding opportunities, preparation of a funding strategy that identified over $42.4 million in grant funding. Responsible for successful grant applications and compliance-management services for grants from BOR, SWRCB, and SAWPA. Additionally, Sudi and the ESS team acquired $2.2 million for a urban greening project through Caltrans's Clean California Grant Program Cycle 2.

### As-Needed Grant Writing Services, City of Long Beach Public Works and Water Department, Long Beach, CA

Responsible for identification of grant funding opportunities, preparation of a funding strategy and preparation successful grant applications for Bureau of Reclamation Drought Resiliency and Water Energy Efficiency Grant Programs, and Title XVI and compliance-management services for the Department. ESS has identified and applied for grants over $10.8 million since 2018. ESS has also been responsible for successful award of $2.8 million in LPP funds for the complete street improvements.

**Grant Writing and Management Services, Seismic Retrofit of Steel Reservoirs and Drinking Water Line Replacement, FEMA/CalOES Hazard Mitigation Grant Program and DWSRF, San Bernardino Municipal Water Department,**

Responsible for preparation and submission of FEMA/CalOES HMGP grant application and management for Seismic Retrofit of Steel Reservoirs ($5.6 million) and preparation of DWSRF applications and management for Seismic Retrofit of Steel Reservoirs ($8.6 million) and Drinking Water Line Replacement ($11.2 million) projects.

**Grant Writing Services, Multiple Projects, City of Hemet Water Department, Hemet, CA**

Responsible for preparation of grant application packages for more than $10 million in grant and $18 million in SRF loan for Automated Water Metering, master plans, water distribution system upgrades and sewer collection system on behalf of the City.

**City of Carlsbad Grant Writing Services, Carlsbad, CA**

Responsible for meeting with various department directors and management staff to discuss projects and identify applicable grant funding. Develop funding strategies for every department, review project elements to match grant details. Prepare grant application packages for roadway alignment, climate change impacts, bikeway, pedestrian walkway and safety improvements along major city streets, procurement of a generator for City's Safety Center and implementation of the supervisory control and data acquisition (SCADA) system.

**County of Los Angeles, Los Angeles, CA**

Responsible for providing project management services for the Public Works Department and Traffic Engineering Groups.

**Grant Application Assistance Services, Central Basin Municipal Water District, City of Norco, Water Replenishment District, Chino Basin Water Conservation District, County of Orange, Cities of Carlsbad, Perris, Seal Beach, and other agencies, CA**

Responsible for various fund- and program-management services to process the documents for various federal, state, and local funding measures and prepare grant application packages for WIFIA, BOR, SWRCB, DWR, Proposition funding, and FEMA. Worked closely with the program managers to evaluate complex projects for the best match with funding regulations and prepared grant application packages. Projects have ranged from drought resiliency, ground water injection, technology related, recycled water, treatment facility expansion and upgrade projects.

**Stormwater & Water Recycling Grants, City of Downey, CA**

Responsible for identification & application of successful $8 million for stormwater quality project that and submittal of a grant application for a recycling project.

**Coachella Valley Water District, Coachella, CA**

Responsible for two successful applications for stormwater management from FEMA/CalOES for two top priority projects for the agency. Also, successful for award of a grant for a water efficiency pilot project from Bureau of Reclamation.

**Grant Application Services, City of Fort Bragg, CA**

Responsible for grant application management and grant application services during the DWR

Urban Drought Resilience 2021 grant writing process. ESS's services as directed by Sudi resulted in $8.8 million being awarded to the City from this program and $10.7 million from the SWRCB via SRF loans.

### Grant Writing Services, City of Sacramento, CA

Responsible for preparation of grants for a groundwater well, sump station rehabilitation, median landscaping, flood mitigation and stormwater project for a variety of State and Federal funding opportunities. Sudi's involvement in this contract has led to the successful award of several projects for the City to date.

### Grant Writing Services, Turlock Irrigation District, Turlock, CA

Responsible for preparation of several grant for irrigation canal improvements, energy efficiency, parks and recreation, and most recently Seismic Retrofit of a Dam project that has been invited for submittal of application for FEMA/CalOES funding opportunity.

### Grant Application Services, City of Petaluma CA

Responsible for grant application management during the DWR Urban Drought Resilience 2021 grant writing process. ESS's services resulted in $10 million being awarded to the City from this program alone.

### Grant Writing Services, Santa Clarita Valley Water Agency, Santa Clarita, CA

Sudi, the principal of ESS, prepared a successful crosswalk/feasibility study submission for the Bureau of Reclamations Title XVI Funding Program. This approval made SCVWA eligible for $30 million in grant funding for recycled water projects in perpetuity and until funding is depleted. In addition, this agency has been awarded $9 million for applications submitted by ESS since 2020.

## Gary Sturdivan, Hazard Mitigation Planning Expert

Gary has a vast knowledge in Emergency Management, Emergency Preparedness, Hazard Mitigation Planning, Vulnerability Assessment Planning, and updates, as well as Federal Emergency Management Agency (FEMA) documentation, FEMA reimbursement and has an extensive background with State Revolving funding, FEMA, and DHS Funding Programs.

**Education**: B.S., Business Management and Business Administration, University of Phoenix – 2001

**Years of Experience**: 24

**Certifications:**

- FEMA ICS 100, 200, 700 and 800, Trainer
- FEMA ICS 300 and 400 Certified Trainer
- FEMA EOC Position Specific Certified Trainer
- California, Water Treatment Operator T-1
- California Water Distribution Operator D-1
- California Certified Trainer in G-611, "Water Desk Training"
- AWWA J-100 RAMCAP Certified
- ANSI/AWWA Standard G-440

**In the last 10 years, Gary has been responsible for successful write up and completion of 62 Hazard Mitigation Plans that received California Office of Emergency Services (CalOES) and FEMA approval.** He has also written 12 Emergency Response Plans in the last 7 years. Gary has an established relationship with CalOES & FEMA review team members.

Gary was a member of the USGS planning team for Golden Guardian 2008 and is one of the signers of the document and California, Shake Out. Gary has served as the Region 6 Chair of CalWARN and was the Vice-Chair of the CalWARN State Steering Committee for 6 years. Gary was also the editor of the American Water Works Association G-440 Emergency Planning Standard that was adopted by the National Institute of Standards and Technology and was the first Editor of the AWWA M-19 rewrite committee, which was released in 2016. Gary was a Beta Tester for the AWWA J-100 Risk Analysis and Management for Critical Asset Protection (RAMCAP), On-line training Module and Manual. The J-100 RAMCAP was later adopted by the U.S.E.P.A and FEMA as the tool for Risk Analysis and Management for critical Asset Protection. Gary has participated in the Southern Operation Center on various occasions and in the State Operations Center on two occasions. Gary used the FEMA HSEEP tools to organize the water/wastewater agencies in Riverside and San Bernardino Counties during the Statewide Golden Guardian exercise's starting in 2008. Gary is a speaker at various conferences throughout the nation on emergency issues, including speaking in front of the Department of Interior, with Secretary Kenneth Salazar and department heads at USGS headquarters in Washington D.C.

## Relevant Experience

### COVID-19 Cost Recovery Reimbursements, City of Colton, Mission Springs Water District, Twentynine Palms Water District, and Hi-Desert Water District

Assisted the above listed agencies with COVID-19 cost recovery applications for funding provided through the Coronavirus Aid, Relief, and Economic Security (CARES) Act. All applications are still pending approval by the various federal agencies.

**Director of Safety/Regulatory Affairs/Emergency Management and Grants, East Valley Water District, Highland, CA**

- Secured 42 FEMA Hazard Mitigation Grants totaling $38,000,000 in FEMA grant funding's, over an 8-year period.
- Managed and directed CalOSHA Safety Programs to ensure District's compliance with all Federal, State, local laws, and regulations.

**FEMA/CalOES Grant Writing, City of Colton, San Bernardino Municipal Water Department, Orchard Dale Water District, CA**

- Led the effort to secure funding for each of the above agencies
- Negotiated the grant amount for the Orchard Dale Water District that resulted in an increase of $1.5 million

**Hazard Mitigation Plans, Grant Writing and Training, Yucaipa, CA**

- Hazard Mitigation Plans. American Water Infrastructure Act (AWIA)
- Hazard Mitigation and PDM grants
- FEMA Training ICS- 100, 700, 300, 400, 200, 800. Emergency Response Planning

**Local Hazard Mitigation Plans, Cities of Colton, Twenty-Nine Palms, and Villa Park CA**

Responsible for successful preparation of Hazard Mitigation Plans that received CalOES and FEMA approval within the scheduled time and budget.

**Local Hazard Mitigation Plans/Grant/Training, Bighorn Desert View Water Agency, CA**

- Secured Hazard Mitigation Grant for the Agency
- Responsible for successful preparation of a Hazard Mitigation Grants that received an award of $ 2.5 Million to capture flood water run-off to re-charge the underground aquifer
- Responsible for award of funding to Mitigate freezing and flooding to water wells and booster stations in the amount of $100,000.

**Local Hazard Mitigation Plans/Grant/Training, Hi-Desert Water District, Yucca Valley, CA**

- Secured Hazard Mitigation Grant for Hi-Dessert Water that allowed the Agency to write and obtain an approved Hazard Mitigation Plan
- Prepared the Hazard Mitigation Plan for District
- Completed Emergency Response Plan that received the Board of Directors approval

**Local Hazard Mitigation Plans/Grant/Training, Multiple Agencies, Twentynine Palms Water District, Contra Costa Water District, Cucamonga Valley Water District, Yucca Valley, CA**

- Successful preparation of Hazard Mitigation Plan that received CalOES and FEMA approval
- Prepared Emergency Response Plan (ERP) that received Board of Directors approval
- Trained District staff on the use of the ERP. Conducted FEMA 100, 700, 300 and 400 certification training and conducted an Emergency Response Table-Top exercise.
- Conducted FEMA Training classes and conducted a Table-Top Emergency Response Exercise

## Miles Wagner, FEMA/CalOES GIS Specialist

Mr. Wagner has over 40 years of emergency management experience in law enforcement, emergency management, Red Cross services, and geological investigations. Mr. Wagner has served at several key positions such as the Emergency Services Officer of San Bernardino County, the Sergeant Deputy Sheriff at the Washoe County Sheriff's Department, as the Support Services Supervisor at the City of Colton Police Department, and as a member of the Board of Directors for American Red Cross of the High Desert Chapter. He has complimented these experiences by also becoming a Certified Emergency Management Specialist, a Geographic Information Services Specialist, an instructor with the California Specialized Training Institute, an Operations SOG/ConOps Developer, and HSEEP Developer.

**Education**: B.A. Business Administration, Trinity College and University - 1991, A.A. Geology and Criminal Justice – Pasadena City College, 1972

**Years of Experience:** 40+

**Affiliations:**

- Certified EOC Responder
- Federal MIT Member
- ESRI Conference Presenter

Mr. Wagner has led numerous emergency response campaigns as the Emergency Services Officer including the 2003 Bark Beetle Emergency, the 2003, 2005, 2007, 2009, and 2016 Fire storms, 2003-2020 winter weather events, and 119 additional real-world emergency operations since 2003 with each event lasting an average of eight days.

## Relevant Experience

### Cyber Security Funding, multiple agencies: County of San Diego, San Diego Water Authority, Elsinor Valley Water District, Cityof Carlsbad, CA

Miles has been reviewing and assisting the above agencies to prepare to benefit from State grants.

### Emergency Services GIS Specialist

Mr. Wagner has been responsible for creation and development of the Geographic Information System (GIS) Unit within the Office of Emergency Services. This program provides GIS services during normal operations as well as OES activations within the County. The GIS Unit also provides GIS support to federal Incident Management Teams upon request outside the County. Systems to allow rapid and comprehensive damaged structures and infrastructure are under development and in the field-testing stage. Among many, his experience includes mapping the San Fernando Earthquake and the Salt Wells Valley/Paxton Ranch Earthquake Sequence surface rupture, field exploration in the Calabasas and west Los Angeles areas, and threat and hazard analysis for Washoe County, Nevada and San Bernardino County, CA.

### Plans and Guidelines Development

Mr. Wagner has authored several Plans and Guidelines for several programs within San Bernardino County including:

- The FEMA required Multijurisdictional Hazard Mitigation Plan (Updated and approved by FEMA every five years) requiring coordination between five separate jurisdictions during the planning and writing process. Additional coordination was conducted with other political jurisdictions within the County to ensure their MJHMP's are updated every five years.
- Department Emergency Operations Plan (DEO) development and implementation. This program requires all County departments to develop a Department Emergency Operations Plan, train and maintain key personnel to operate within the DEOP during emergencies, and conduct other activities related to the DEOP. Development requires coordination between key Department personnel and OES during the year to ensure plans are maintained and updated. Training materials are developed, and training of participating staff is performed. Programs, policies, laws, and regulations are reviewed and recommendations for changes are made.
- The Flood Area Safety Taskforce Standard Operating Guidelines (FAST). FAST is updated at least twice a year. This program ensures key County Departments and other cooperating state, and federal agencies are prepared to respond to and assist the residents of the County during potential flood incidents.
- The Fire Management Assistant Grant Program (FMAG) Standard Operating Guidelines. This SOG guides the completion and submission for a FMAG grant in the early stages of a potentially significant wildland fire. FMAG when approved can reimburse County Fire for up to 75% of fire suppression costs.
- The original Family Disaster Guide in 2005 for the Bark Beetle Emergency in San Bernardino County. This guide is updated and republished as needed by San Bernardino County.
- StormReady certification from the National Weather Service. This program provides a discount for those persons purchasing flood insurance through the National Flood Insurance Program. StormReady was first approved in 2008 and is renewed every three years.

Mr. Wagner also has over 50 years for experience as a first responder in emergency management, law enforcement, and fire services. His experience includes 119 Real world EOC activations or incidents since May 2003 and many exercises. Incidents worked include Fire, Controlled Burn, EQ, Flooding, High Winds, Hospital Evacuation – Hazmat, Insects/Drought, Pandemic, Power Outage - Excessive Heat, Pre-Planned Event, Satellite Reentry, Terrorist Attack, Traffic Incident, Train Derailment Virulent Bird Disease, and Water Contamination,

### Sergeant Deputy Sheriff

Experience included supervising and training deputies, field training, review of field performances, reports and other written work products and conducting annual employee performance evaluations. He was also instrumental in forming the Crime Analysis Unit for the Department. This 3-year project resulted increasing functionality of crime analysis unit (CAU), developing patterns, and recommending strategies to apprehend offenders.

## Tamim Atayee, PE, F. ASCE, Infrastructure Funding Expert

Mr. Atayee is a registered professional engineer with 31 years of experience. Tamim works as a technical expert for grant applications that involve expertise in hydraulics, hydrology, water resource engineering, flood hazard mitigation, scour, sediment transport and stormwater management. He is a skilled designer and a capable manager and has authored many technical papers. Mr. Atayee is experienced in both numerical and physical modeling of hydraulic problems and has, amongst other things, developed hydrology and hydraulics software used as standards in the industry. As a subcontractor to the Western US Technical Evaluation Contractor to FEMA, he reviewed several map revision processes, such as Letters of Map Revisions, for projects that impacted flood hazard areas. On the other end of the process, as the technical representative for applicants, he successfully secured approval of several map revisions for land developers, public agencies, and mine property owners.

Tamim's expertise and knowledge assist us in preparation of high-quality technical reports for grant applications that result in minimal comments and expedited review of applications.

The following are Tamim's experiences and skills:

- Expert in preparing FEMA related grants
- Technical expertise that lend to writing highly qualified & credible reports for grant applications
- Trusted expert working with various Caltrans districts GPR application
- Extensive experience in hydraulics, hydrology, water resource engineering, flood hazard mitigation, scour, sediment transport and storm water management.

**Education**

MS Civil Engineering – Water Resources, The George Washington University

BS Civil Engineering, Old Dominion University

**Registered Professional Engineer –** California, Colorado, Virginia

**Years of Experience:** 31

**Professional Affiliations & Awards:**

- Instructor of Excellence (2009, 2010, 2011, 2012)
- National Highway Institute Fellow (F.ASCE)
- American Society of Civil Engineers (ASCE)
- Distinguished Engineering Educator Lifelong Learning Award,
- Outstanding Engineering Merit Award, Orange County Engineering Council
- Outstanding Engineer of Merit Award, American Society of Civil Engineers, Orange County Branch
- Outstanding Civil Engineer in Community Service, American Society of Civil Engineers, Los Angeles Section
- California Emergency Services Association (CESA)

## Relevant Experience

### FEMA Grant Applications, San Bernardino Municipal Water Department, San Bernardino, CA

Responsible for review of agency documents and preparation of a successful grant application for four water steel tanks. Preparation of technical sections and interpretations to match the funding. Development of required technical documents for the Benefit Cost analysis.

**FEMA Grant Applications, City of Colton, and Orchard Dale Water District, CA**
Responsible for review of agency documents and preparation of a successful grant application for seismic retrofit of the water tank. Preparation of technical sections and interpretations to match the funding. Development of required technical documents for the Benefit Cost analysis.

**FEMA Grant Applications, Coachella Valley Water District, Coachella Valley, CA**
Responsible for review of agency documents for the two regional storm drain projects and preparation of successful phase I grant applications. Preparation of technical sections and interpretations to match the funding. Development of required technical documents for the Benefit Cost analysis.

**Flood Assistance Grant Program, City of Wildomar, Wildomar, CA**
Prepared Benefit Cost Analysis (BCA), technical reports, cost estimate and all back up documentation to prepare two successful application for stormwater projects.

**Sustainability Grants, Port of long Beach, Long Beach, CA**
Responsible for preparation of technical documents and all the necessary justifications for a sustainability grant funded by Homeland Security. Review of agency documents, preparation of cost estimates, back up documents, exhibits and other information as needed.

**Storm Water Grants, Turlock Irrigation District, Turlock, CA**
Technical expert in development of successful grant application for District's priority project in the amount of $16.5 million. Review of District documents and recommendations and preparation of grant sections to meet the funding goals.

**Otay River Bridge, San Diego, CA**
Provided hydrologic, hydraulic and scour engineering services to assist with the design of the new State Route 125 Toll Road Bridge over Otay. The objective of the project was to characterize the hydraulics and scour potential and develop countermeasures to sustain the erosive forces to which the bridge substructure would be subjected.

**Alta La Jolla Restoration, San Diego, CA**
Responsible for independent assessment of the hydrologic, hydraulic and channel stability of outlet channel of a storm drain system in the private development, Alta La Jolla in San Diego, California. The objective of the project was to characterize the drainage and develop a concept to stabilize the eroded outlet channel.

**Caltrans Drainage Law & floodplain Issues Course Development & Delivery, CA**
Responsible for development of two one-day courses and delivery to various Caltrans Districts in the state. Class material was developed for highway designers to discuss hydrology and hydraulic & identify issues pertaining to floodplains and effective discharge, minimize liability to public agencies short courses for FHWA, and Caltrans.

**Caltrans Expert Services, San Bernardino Office of Caltrans San Bernardino County, CA**
Provided expert witness services for a successful conclusion including forensic analysis of the historical records for hydrology, hydraulics and sediment transport for the flood damage analysis of Lobecks Pass in a lawsuit case against Caltrans by Pacific Gas & Electric Company.

## Carlos Pineda, PE, Infrastructure Funding Expert

Carlos is a registered civil engineer in the State of California with over 38 years of experience in civil engineering and project management. He has extensive experience working for both private and public sectors. His private sector design experience covers a wide range of projects including residential master planned communities and "in tract" residential improvements. His public works design experience covers a wide variety of projects including the improvement of major arterials, secondary highways and collectors, flood control and drainage projects, ADA retrofit, and safe routes to school projects.

**Education:** MS, Civil Engineering – Structures, California State University, Long Beach

MBA, Business Administration, University of Phoenix

BS Civil Engineering (Cum Laude), Virginia Polytechnic & State University, Blacksburg, Virginia

**Years of Experience:** 38+

**Registrations:**

- Professional Engineer, California (38639)
- LEED Accredited Professional, U.S. Green Building Council
- Qualified Stormwater Pollution Prevention Plan Practitioner (California)
- Qualified Stormwater Pollution Prevention Plan Developer (California)

## Relevant Experience

### Trail Restoration Project, City of Huntington Beach, CA

Carlos has been responsible for successful development of a conceptual plan for the Shipley Park trail project that met the approval of the Parks Board members. Carlos then prepared the application for the California Department of Parks and Recreation

### Multiple Parks and Recreation Projects, City of Santa Ana, CA

Responsible for preparation of cost estimates and narratives for successful grant application for multiple projects for the City resulted in funding from LWCF and Urban Greening funding.

### Recycling Water Projects, Central Basin Municipal Water District, CA

Responsible for preparation of 3 application packages for cities of Downey, Southgate and Bell Gardens. Developed cost estimate and the grant application for submittal on behalf of the agency.

### LOSSAN Corridor, Peer Review, Hydrology & Hydraulics, San Diego, CA

As part of RailPros Team, Carlos has been providing peer review on Civil engineering plans for several portions of the LOSSAN Corridor project.

### Metro- Metrolink Station Location Studies, Los Angeles, CA

ESS served as a sub consultant and provided site study and study the utility constraints involved. This study included four stations and multiple alternatives for each location. The utility study included coordination with various stakeholders such as cities, and SCE. ESS also prepared a grant strategy for Metrolink.

### Senior Project Manager – Community Development/Transportation (Stantec)

As a Senior Project Manager, he was responsible for the marketing of Engineering Services to municipalities and other private clients such as developers, builders, and architects. Responsible for the management of Projects including close coordination with clients and with the Project team,

responsible for executing the project, producing, and submitting deliverables and meeting the budget and schedule established in the contract.

Supervised engineers in the preparation of Plans, Specifications and Estimates (PS&E) for the construction of Civil Engineering projects, including residential subdivisions, public works projects and community parks. Provided Quality Assurance and Quality Control for the Projects. Also, provided clients with engineering support during the Construction Phase of the projects, including responding to RFI's, plan revisions, review of submittals etc.

**Sample Projects:**

- Butterfield Stage Road Phase III Improvements, Temecula
- Lincoln Park ADA and Landscape Improvement Project, Pomona
- Boys and Girls Parking Lot Improvements, San Clemente
- Camino De Los Mares Improvements, San Clemente
- Cress Street Sidewalk and Retaining Wall Improvements, Laguna Beach
- Queda Way Drainage and Retaining Wall Improvements, Laguna Beach
- Village Pond Park Improvements, Lake Forest
- NW Open Space Park, San Juan Capistrano
- Avella Apartments, Irvine, The Irvine Company
- Los Serranos Infrastructure Improvements -Safe Routes to Schools Program Phase 3, Chino Hills
- Project Manager for Various CIP Projects for the City of Pomona

**Director of Engineering (CivilSource)**

As a Director of Engineer was responsible for the marketing of Engineering Services to municipalities and other private clients. Responsible for the management of Projects including close coordination with clients and with the Project design team, responsible for executing the project, producing, and submitting deliverables and meeting the budget and schedule established in the contracts. Supervised engineers in the preparation of Plans, Specifications and Estimates (PS&E) for the construction of Civil Engineering Public Works projects. Responsible for providing quality assurance and quality control for all projects. Also, provided clients with engineering support during the Construction Phase of the projects, including responding to RFI's, plan revisions, review of submittals etc. Assisted in providing civil engineering assistance to Cities as part of Staff Augmentation, this included providing engineering advice and plan checking for ongoing permit applications.

**Sample Projects:**

- Cerritos Avenue Widening Project, City of Cypress.
- SR2S Hermosa View Improvements, Hermosa Beach
- Retaining Wall Improvements – Moulton Parkway, County of Orange
- Mermaid St. Sidewalk and Retaining Wall Improvements, Laguna Beach
- Project Manager for Various Projects for the City of Laguna Woods. – Staff Augmentation

## Omar Dayani, PE, TE, Transportation Funding Expert

With more than 32 years of project management experience, Omar has completed more than $200 Million worth of capital improvement projects and received numerous project awards for his efforts while serving as the Traffic Engineer for the City of San Marcos.

He has strong managerial skills and proven experience in traffic engineering practices, as well as capital improvement and land development procedures and guidelines. He developed one of the most advanced traffic management and traffic signal systems in the state. Omar is well-versed in managing projects with federal, state and local funding. He is also experienced with federal, state and local grant programs and the appropriate processes by which to prepare various grant applications.

Omar is a skilled problem-solver who elevates his teams and consistently brings feasible and creative solutions to project leadership. He has extensive experience conditioning and reviewing land development projects and scoping various CIPs. He has established excellent working relationship with City staff, adjacent public agencies, Caltrans, SANDAG (MPOs), major developers, contractors and resource agencies in the region. He is also knowledgeable in storm water and water-quality programs and design.

**Education:** B.S., Civil Engineering, West Virginia Institute of Technology, WV

**Registration:**

- Registered Civil Engineer, California, 59972
- Registered Traffic Engineer, California, 16171
- Professional Transportation Operation Engineer, California

**Years of Experience**: 32+

**Memberships:**

- American Public Works Association (APWA)
- American Society of Civil Engineers (ASCE)
- WTS International (WTS)
- Construction Management Association of America (CMAA)
- California Emergency Services Association (CESA)

## Relevant Experience

### LA Metro Highway Program Support Services, Los Angeles, CA

Funding Consultant to provide funding strategies, prepare grant application packages and monitoring of grants.

### City of Carlsbad, Carlsbad, CA

Preparation of multiple roadway improvement grant applications including HSIP, PROTECT, NOAA, and ICARP for road realignment, pedestrian and bike safety projects, climate change mitigation projects.

### As-needed Traffic Engineering Services – Multiple Cities, CA

Provided traffic engineering services including design of federally funded projects, plan check of development projects, review of citizen requests, preparation of grant applications on an as-needed basis for cities of Hemet, Wildomar and Villa Park.

**As-Needed Consulting Services, San Diego Association of Government, San Diego, CA**

Responsible to provide funding strategies, prepare grant application packages and monitoring of grants.

**City of San Marcos, CA**

- Successfully managed and prepared numerous federal, state and local grant requests obtained more than $60 Million in federal and state grants for the City of San Marcos. Managed numerous special projects such as Inland Rail Trail, and Creekside Marketplace.
- Management of the Traffic Engineering Section and all related activities.
- Managed more than 175 capital improvement projects ranging from ITS and shopping centers and street improvements to rail and rail trails.
- Serving as the City Traffic Engineer with extensive involvement in traffic circulation elements, ITS projects, traffic signal systems including design and operation of traffic signals, central monitoring systems, traffic signal adaptive systems, and wireless and fiber optic interconnect.
- In charge of traffic safety issues and preparation of reports and monthly presentations to the City Commission.
- Representing the City of San Marcos at SANDAG, Caltrans, NCTD, County of San Diego and other adjacent Jurisdictions, establish good working relationship with key members of San Diego County's public and private sectors.
- Prepared and reviewed numerous technical reports such as traffic studies and reports to the City Council and various commissions.
- Prepared annual capital improvement projects (CIP) budget for five years.

**City of Poway, CA**

- Prepared numerous federal, state and local grant applications.
- Managed more than 45 capital improvement projects including reclaimed water system, water treatment plant, water reservoirs and other specialty capital project.
- Served as construction manager for numerous Capital Improvement Projects. In-house designed several relatively complex projects.
- Managed the AutoCAD and Soft Desk design activities.
- Assisted the traffic engineer with traffic safety and traffic circulation issues, and was assigned to Land Development section for two years

## Stanley Klemanowicz AIA, PMI, LEED, Facility and Energy Conservation Funding Expert

Stan brings more than 25 years of hands-on experience in architectural design and project delivery within time and budget on many public and private projects. As a Leadership in Energy and Environmental Design (LEED) Professional, he has directedsustainability and led project teams in exceeding desired green building accreditation levels. He has been responsible for completion and approvals of ongoing design and value-engineering, preparation of construction documents, permitting, and funding details. Stan's extensive experience in the design field has allowed him to be a technical expert for all energy- related grant pursuits. Stan has been dealing with various utility providers and Air Quality Management District (AQMD) and other funding agencies directly and has first-hand knowledge of the available grants and their requirements. The following are a sample of Stanly's experiences and skills:

**Education**: BS, Architecture, The City University of New York

**Registration:** Licensed Architect, CA, NY, NJ

**Years of Experience**: 25+

**Memberships:**

- American Institute of Architects (AIA)
- National Council of Architectural Boards (NCAB)
- National Institute of Building Sciences (NIBS)
- United StatesGreen Building Council (USGBC)
- Commissioner: City of Redondo Beach, Uniform Codes Commission (UCC)
- Project Management Institute (PMI)

- Expertise in evaluation of facility design improvements to meet funding requirements.
- Responsible for design and renovation of facilities to obtain LEED Platinum and Gold
- Proven track record in providing Construction Management & funding

## Relevant Experience

### Funding Resources Consultation Applications

Federal and State funding, IRS EP Act 2005 Tax Credit, Utility company rebate and incentives.

### Statewide Utility Companies Energy Efficiency Program

Savings by Design on behalf of Southern California Gas Company and Los Angeles Department of Water & Power, and Integrated Demand Side Management with Southern California Edison.

### Capital Improvement Program, City of Santa Monica, California

Project Manager responsible for design and delivery of multiple capital improvement and major maintenance projects embracing State and City sustainability guidelines including: Police/fire headquarters, city hall, renovations, civic auditorium city pool, senior housing, parks facilities and animal shelter.

### California Task Force on Court Facilities, Los Angeles County

Directed on-site surveys and evaluations of thirty courthouses in Los Angeles County for physical condition, life-safety, code compliance, functionality, security, accessibility, and space requirements as prerequisite for development of capital construction budget for master planning and new construction.

### Modernization Project - Los Angeles Unified School District (LAUSD)

Responsible for design development and validation of project scopes and budgets, design and construction documents, DSA submittals, and project delivery methodology. Directed pre-construction efforts for 300 Measure K and BB Bond modernization projects of existing facilities with an aggregate value of projects exceeding $50 million. Developed project delivery system for JOCS (Job Order Contract System), where over 100 projects were initiated in less than a year. Managed architect/engineer teams.

### Port of Los Angeles – Pier 400, Los Angeles, CA

On-Site Project Manager, responsible for oversight of the design-build process for the design and construction of 18 office and gate facilities at the largest proprietary marine cargo terminal in America. Facilities included corporate offices, operations, and maintenance buildings. Cost of facilities exceeded $60 million. Total cost of project - $900 million.

### Construction Administration – LEED Silver Project Hollywood, CA

Senior Construction Administrator for the Hollywood W Hotel & Residences, the largest LEED Silver project in Los Angeles County, a luxury hotel and residential development valued over $360,000,000. Managed and directed the architectural design team of over fifteen consultants. Responsible for completion and approvals of ongoing design and value-engineering, preparation of construction documents, permitting, submittal reviews, requests for information, change orders, field observation, and project closeout.

## Mir T. Fattahi, PE, F. ASCE Infrastructure Funding Expert

**Education:** MS, Civil Engineering, CA State University Long Beach, CA, 1992

**Years of Experience**: 35

**Registration:**

- Registered Professional Engineer in CA 59465; Certified Cross Connection Control Specialist – USC
- General Engineering Contractor License "A" (#969080)
- Principals of Supervision
- Supervisor's Academy Cross Connection Control – Certified by USC Foundation.
- Traffic Control, Trenching and Excavation

Mir brings extensive experience in securing and managing grants of more than $20 Million from the BOR, CA SWRCB & DWR. He is highly knowledgeable on water and sewer related funding pursuits and has successfully secured and managed funding and project implementation on behalf of various agencies.

He is experienced in directing projects and staff in fast-paced, results-oriented environments. Mir is an articulate communicator able to elicit outstanding performance from a diverse array of professionals. He has been highly successful in developing synergistic relationships to bring projects to completion on time and under budget, in part because of his strong leadership, organization, and communication skills.

Mir has more than 35 years of extensive experience in all facets of water and sewer engineering, planning, design and project management; budgeting, scheduling, contract administration, change order management, claim analyses and mitigation; biddability/ constructability review, development and implementation of quality assurance and control (QA/QC) procedures. He has led and managed major Capital Improvement Program (CIP) infrastructure projects in water/wastewater including recycled water for various agencies in Southern California.

## Relevant Experience

### As-Needed Grant Writing Services, Coachella Valley Water District, Coachella Valley, CA

Involved in preparation of successful applications to WIFIA for funding over $50 Million for two projects and a successful application for Advanced Metering Infrastructure (AMI) demonstration project from BOR Funding.

### Grant Writing Services, Multiple Projects, City of Hemet Water Department, Hemet, CA

Preparation of grant application packages for more than $10 Million in grant and $18 Million in SRF loan for Automated Water Metering, master plans. water distribution system upgrades and sewer collection system on behalf of the City.

### Storm Water & Recycling Grants, City of Downey, CA

Identification & application of successful $4 Million for stormwater quality project that ranked one of the highest for funding and a submittal of a grant application for a recycling project.

### Recycled Water Program, Project Manager/Engineer, Simi Valley, CA

Project Manager/Engineer in charge of preparation of plans and specifications for recycled water connections, preparation of engineer's report, cross connection testing and report, site

supervisor training and issuance of certificate for Ventura County Waterworks District No. 8, City of Simi Valley.

**Recycled Water Program, Project Manager/Engineer Fontana, CA**

Project Manager/Engineer in charge of preparation of plans and specifications for local lateral connections, preparation of engineer's report, cross connection testing and report, site supervisor training and issuance of certificate for Fontana Water Company.

**Water and Reclaimed Water Systems, Project Manager Aliso Viejo, CA**

Project Manager responsible for design and preparation of construction plans, specifications, and cost estimates for Oak Grove water and reclaimed water systems. The project consists of approximately 10,000 acre-feet (AF) of water and reclaimed water pipelines designed for the Moulton Niguel Water District to be constructed in the community of Aliso Viejo. PVC and Ductile Iron Pipes were specified for this project.

**Recycled Water Program, Inland Empire Utilities Agency (IEUA), Project Manager, Chino, CA**

Program manager of the Agency's Recycled Water Program. Under his direction the recycled water use increased from 15,000 to 37,000 AFY in 2.5 years with a target of 50,000 AFY by the end of 2012. The program involved site investigation, preparation of retrofit plans, preparation of engineering report, and testing. Users of Recycled Water include farmers, schools, industrial entities, golf courses, parks, and commercial office landscape areas.

**As-Needed Grant Writing Services, Water and Sewer Department, City of Santa Ana, CA**

Participation in identification of grant funding opportunities, preparation of successful grant applications for BOR, SWRCB, Santa Ana Watershed Authority and many more. Also, assisted with compliance-management services for the City.

**Three Application Packages for Sewer Improvement Projects, City of Laguna Beach, CA**

Preparation of applications and coordination with State project managers to obtain approval for securing $10 Million funding on behalf of the City. Projects involve upgrade of sludge export force main, treatment facility upgrades, and sewer line rehabilitation throughout the City.

**Water, Sewer and Reclaimed Water Transmission Pipeline Design, Project Manager, Laguna Hills, CA**

Project Manager in charge of the design, contract document preparation and construction management of the Wood Canyon water, sewer, and reclaimed water facilities for the Moulton Niguel Water District. The project consisted of 3 miles of water transmission pipeline, 2 miles of reclaimed water transmission pipeline, and 3 miles of gravity and force main sewers. Several pipe materials, including CML&C steel pipe, DIP and PVC pipe were specified based upon design requirements.

## Debbie Murphy, PE, Water/Sewer Funding Expert

Debbie has been responsible for successful grants from various agencies such as Bureau of Reclamation (BOR), State Water Resources Control Board and Santa Ana Watershed Project Authority for various water related projects and State Water Resources Control Board grant applications. **ALL the grants written by Debbie for BOR have been awarded for funding in the past six cycles.**

**Education**: BS, Civil Engineering, University of the Pacific

**Registration** Registered Professional Engineer in CA 43607

**Years of Experience**: 32

She is also very knowledgeable in grants from Propositions 1, 13, 68 & 84. She has been actively involved in identifying funding opportunities and matching projects for maximum funding.

Debbie has been responsible for successful grants with multiple Bureau of Reclamation for various water related projects and State Water Resources Control Board grant applications. She has more than 30 years of professional engineering design and construction experience in the private and public sectors for public works projects related to water and sewer projects, and all aspects of water systems, including pipelines, wells, booster stations and reservoirs. She has immense mechanical and administrative expertise in all phases of plan review, constructability review, QA/QC of technical reports, and environmental process. She is also highly skilled in identifying appropriate measures, policies, and procedures to comply with federal, state, regional, and county laws, regulations, and environmental mandates.

## Relevant Experience

### Grant Assistance & Monitoring – San Bernardino Municipal Water Department, Desert Water Agency, Valley Sanitary District, Turlock Irrigation District, City of Sacramento, City of Santa Ana, Long Beach Water Department, Mission Springs Water District, CA

Responsible for successful grant applications and compliance reviews for several State Revolving fund, Santa Ana Watershed Authority and Bureau of Reclamation funding including Title XVI, Drought Resiliency Grant Program, and Water and Energy Efficiency Grant Program. Debbie has been providing guidelines reviews for various funding compliance and grant requirements on multiple types of federal and state funding opportunities including Proposition 1, 13, 68, and 84.

### Project Engineer, Multiple Cities, Department of Public Works

Project Engineer in Water Division and Public Works responsible for planning, coordinating, and managing technical, and field staff responsible for all aspects of the planning, design, award and construction of water projects including pipelines, reservoirs, wells and booster pump stations. Developed and administered budgets, prepared, and processed RFPs and awarded/managed professional services and construction contracts. As Development Services Manager and Principal Engineer, responsibilities included environmental and entitlement review; developing and enforcing Conditions of Approval; technical plan review/approvals; developing department

programs, policies, and procedures; serving as liaison with the general public and the development community; researching, preparing and/or delivering reports and presentations to Commissions and City Council.

### City of Cypress, Department of Public Works

Assistant Civil Engineer responsible for prepared of plans, specifications, cost estimates and contract documents for public works projects including street improvements, parks, and public buildings. Provided technical support and project management expertise, prepared staff reports and presentations to City Council and assisted in budget preparation of annual operating and multi-year CIP budgets. Prepared and administered grant applications for federally funded paving projects.

### Albert C. Martin & Associate, Los Angeles, CA

Civil Engineer responsible for preparation of technical plans and specifications for public and private development projects, including grading and utility plans; hydrology and hydraulic calculations; design and coordination. Project management responsibilities included budget, schedule, and quality control.

### City of Hermosa Beach, Department of Public Works

Assistant Engineer responsible for administration of all aspects of the planning, design, construction and management of maintenance, engineering and capital improvement projects in the City, including projects related to streets, storm drains, sanitary sewers, parks and public buildings.

### Mobil Oil Corporation, Los Angeles, CA

Project Engineer responsible for the delivery of construction projects, including removal and replacement of underground fuel storage tank facilities and construction of new service stations. Performed field investigation, developed cost estimate, prepared and issued bid package and cost analyses, evaluated and awarded bids, managed and supervised construction, and project budget.

## Chenxia Li, Federal Funding Expert

**Education:** Ph.D. in Planning, University of Southern California, 1992

Master of City Planning, University of California at Berkeley, 1985

Bachelor of Engineering, Tongji University, Shanghai, China 1982

**Years of Experience:** 20+

Chenxia has over 20 years of experience and an extensive background in the capital planning process and in developing long-range capital improvement programs including regional and agency-wide transportation planning. She has successfully secured and managed various federal, state, and local funding measures including FTA/FRA/FEMA/Caltrans, Highway Rail Crossing Safety Account (HRCSA), Highway Safety Improvement Program (HSIP), High Priority Projects (HPP), Transportation community and many other grants.

Chenxia has been responsible for performing policy and financial analyses, negotiating agreements with FTA/FRA and other funding agencies, as well as the preparation and presentation of reports to agency board of directors.

Chenxia is highly skilled in identifying appropriate measures, policies and procedures to comply with federal, state, regional, and county laws, regulations, and environmental mandates.

## Relevant Experience

### San Bernardino GHG reduction Strategy, TIRCP 2018 Grant Application Package, San Bernardino County Transpiration Authority, San Bernardino, CA

Responsible for development of a successful grant application package for two significant projects in the region, meeting with CalSTA, preparation of GHG reduction and all write up.

### Redlands Passenger Rail Project, San Bernardino County Transpiration Authority, San Bernardino, CA

Funding expert responsible for preparation of TIRCP, PTC and FTA grants for the $280 million project. Facilitated meetings with grant funding agencies, prepared agendas and presentation topics. Researched the available documents and prepared successful grant application packages. Advised on negotiations, grant agreements, and reporting needs.

### Grants Manager, San Diego North County Transit District (NCTD), Oceanside, CA

Responsible for final QA/QC during the BOR WaterSMART Drought Resiliency Projects grant writing process and assisted with various research, mapping, and grant writing tasks in order to submit the application promptly. Worked on 4 applications simultaneously and submitted all applications successfully and on-time. Each application was for $2 million in federal grant funding.

- Administered NCTD grant programs and managed grant staff. Performed strategic, programmatic, and detailed grants management of NCTD's federal, state, and local grant programs.

- Coordinated with the San Diego Association of Governments (SANDAG) to forecast grant revenues for five-year capital improvement program. Developed recommendations to assign the grant funds to the capital and planning projects.
- Worked with the Federal and State funding agencies for grant application/ amendments/closeout. Managed grant programs for requirements compliance.
- Maintained grant database using the JD Edwards system to ensure accuracy and grant compliance.
- Prepared the required project progress reports, financial status reports, and grant closeout reports. Ensured timely processing grant billings; reviewed the project expenditures against the approved project scope and in compliance with federal, state and local funding requirements; and validated appropriateness of supporting documents and justifications.
- Developed and revised grant management procedures and the board finance policies.
- Responsible for the SAFE schedule and the required single audit schedules.
- Prepared responses to the FTA Triennial Review and Enhanced Technical Capacity Review.

### BOR WaterSMART Water Energy and Efficiency, Santa Clarita Valley Water Agency, Olivenhain Municipal Water District, Desert Water Agency, City of Santa Ana, San Bernardino Municipal Water District

Responsible for final QA/QC during the BOR WaterSMART Water Energy and Efficiency grant writing process and assisted with various research, mapping, and grant writing tasks in order to submit the applications fully and promptly. He worked on 6 applications simultaneously for this opportunity. Each application applied for $500,000 federal grant funding.

### Grants and Strategic Development Planner, Southern California Regional Rail Authority (SCRRA)

- Coordinated with FTA/FRA/FEMA/Caltrans on the grant administration, led FRA/Caltrans quarterly reviews, analyzed Federal and State transportation policies and funding programs, and communicated with staffers on grant issues.
- Worked with Engineering Department and Program Management Office on the programmatic issues pertaining to the capital rehabilitation and improvement projects, and prepared grant applications by closely working with the stakeholders. Participated in monthly project managers' meetings, worked with all necessary parties to ensure implementation of grant- funded projects in compliance with the grant requirements and grant contract provisions.
- Administered Federal and State grants; prepared the grant fact sheets to disseminate grant information; tracked contract commitments and expenditures; prepared project progress and financial reports; responded to the grantors' inquiries concerning grant compliance issues; performed the grant closeouts; and responded to the audit requests.
- Tracked grant balances; reviewed proposed changes to the project scope to ensure consistency with the funding agreements; reviewed and validated the eligibility of project

budget reallocations by fund source and by project; and ensured the grant records being updated with a documented audit trail.

- Performed timely and comprehensive analysis of capital budget versus actual expenditures at the project level and program level, and performed monthly, quarterly, and year-end reconciliations.
- Maintained detailed grant records on all capital projects to ensure accuracy and integrity of the accounting records in the Oracle Financial System and reconciled the grant records.
- Participated in various cross-functional meetings and task forces within the agency to address capital budgeting, financial analysis, allocation initiatives, and other funding and capital activities.

**Senior Capital Planning Specialist, Alameda-Contra Costa Transit District, CA**

- Worked with project managers to develop project scope, budget, financial plan, and delivery schedule to ensure the award of grants; prepared environmental documents for categorical exemptions; and managed the grants by closely working with the funding agencies to ensure implementation in compliance with the grant requirements and the government regulations.
- Led agency's capital planning process and developed long-range capital improvement programs (Regional Transportation Plan, county's State Transportation Improvement Program, Countywide Transportation Plan and Measure B Reauthorization Expenditure Plan) and short-range capital plans.
- Administered agency's federal grant programs (2006-2011) and state grant programs (1995-2010); developed grant proposals, prepared grant applications, coordinated with the funding agencies to expedite award of grants; and performed post- award grant management.
- Communicated regularly with the agency Board of Directors and Executive Staff regarding funding issues, prepared and presented reports and Board items, and performed policy and financial analyses at the request of the Board Directors and General Manager.
- Provided fiscal oversight of the grant implementation, set up grants in the PeopleSoft Financial System, tracked funding commitments, reviewed and validated requisitions, monitored grant expenditures and balances at project level and in aggregate to ensure grant implementation on budget and on schedule, prepared project progress reports and financial reports.

## James Klueber, Senior Grants Analyst

**Education:**
MS, Environmental Sciences & Management, Cal Poly San Luis Obispo, CA (2023)
BS, Environmental Economics & Policy, U.C. Berkeley, CA (2018)

**Years of Experience:** 6

James started his career as an analyst specializing in various water resource investments and is very familiar with Californian water law, water systems, federal/state/local management plans, and water infrastructure. He is a team player and brings his can-do attitude to work every day. Currently, his primary role at ESS is to provide grant compliance monitoring, QA/QC support for all grant applications and funding opportunities. His work ethics coupled with his passion for helping build stronger communities is demonstrated in his work and aligns with our ideals and qualities at ESS.

James is highly skilled in identifying appropriate measures, policies and procedures to comply with federal, state, regional, and county laws, regulations, and environmental mandates.

## Relevant Experience

**Local Partnership Program (LPP) Grant, City of Carlsbad and Long Beach, CA**
Responsible for final QA/QC during the LPP grant writing process and assisted with various research, mapping, and other tasks in order to submit the application fully and promptly.

**FEMA/CalOES Grant Applications, Cities of Pasadena, Sacramento, Belvedere, Oceanside, CA**
Responsible for preparation of supporting documentation and estimates for a variety of projects including seismic retrofit of Dam structures, City Hall and parking structure, bridge, reservoirs, and a sea wall project that met the approval of CalOES.

**BOR WaterSMART Drought Resiliency Grant, Long Beach Water Department, Santa Clarita Valley Water Agency, City of Santa Ana, City of Sacramento, CA**
Responsible for final QA/QC during the BOR WaterSMART Drought Resiliency Projects grant writing process and assisted with various research, mapping, and grant writing tasks to submit the application promptly. Worked on 4 applications simultaneously and submitted all applications successfully and on-time. Each application was for $2 million in federal grant funding.

**BOR WaterSMART Water Energy and Efficiency, Santa Clarita Valley Water Agency, Olivenhain Municipal Water District, Desert Water Agency, City of Santa Ana, San Bernardino Municipal Water District**
Responsible for final QA/QC during the BOR WaterSMART Water Energy and Efficiency grant writing process and assisted with various research, mapping, and grant writing tasks to submit the applications fully and promptly. He worked on 6 applications simultaneously for this opportunity. Applications ranged from $500,000 - $2 million federal grant funding.

**Department of Water Resources, Multibenefit Drought Grants Program, City of Petaluma, Fort Bragg and San Bernardino Municipal Water Department.**

James assisted the City of Petaluma, Fort Bragg, and San Bernardino with several Department of Water Resources Multibenefit Drought Grant applications. The City of Petaluma received funding for a recycled water line implementation project and an Advanced Metering Infrastructure project totaling $11.5 million in funding. SBMWD received $2 million in funding for an Advanced Metering Infrastructure Project and City of Fort Bragg received $20 million for two conveyance and storage projects.

**Drinking Water State Revolving Fund Compliance Services, Santa Clarita Valley Water Agency**

Responsible for SWRCB SRF compliance requirements for a $3.9 million water transmission line project including reimbursement requests, progress payments, AIS, DBE, and prevailing wage requirements.

**Clean and Drinking Water State Revolving Fund, Cities of Sacramento and Carlsbad, Valley Sanitary District, CA**

James has prepared and submitted CWSRF and DWSRF applications via FAAST to upgrade various components of wastewater and water systems ranging from $4.5 - $35 million projects.

## d. Disclosure

No ESS personnel have past or current business or personnel relationships with any current City of Banning elected official, appointed official, City employee, or family member of such officials.

## e. Experience and References

### EXPERIENCE

**Experience In Grant Identification and Grant Writing:**

***Grant Writing, & Compliance Services, City of Santa Ana Utility Department, Santa Ana, CA***

ESS was selected to provide needs assessment, grant identification, grant writing and compliance services for the Water and Sewer services Department. ESS started by reviewing the City's CIP and unfunded projects and developed a funding plan by identifying grants. To date, ESS has prepared successful applications for Bureau of Reclamation, Proposition 1, Ground Water Grant, Green Project Reserve and State Revolving Funds for the following projects:



| Grant Amount | Funding Agency | Program | Projects |
|---|---|---|---|
| **$2,199,000** | California Dept. of Transportation | Clean California Grant Program Cycle 2 | Walnut Street Urban Greening Project |
| **$1,500,000** | Bureau of Reclamation | Water Energy Efficiency | AMI System |
| **$3,000,000** | Bureau of Reclamation | Drought Contingency | 3 Well Projects |
| **$3,500,000** | IRWM | SAWPA | Well design and construction |
| **$75,000** | SWRCB | Prop 13 | Water Recycling Master Plan |
| **$25,200,000** | SWRCB | DWSRF, CWSRF | AMI, Well Rehabilitation, Septic to Sewer |
| **$100,000** | IRWM | SAWPA | Well design |
| **$400,000** | Bureau of Reclamation | Irrigation Improvements | Residential Rebates |
| **$2,500,000** | SWRCB | CWSRF | Septic to sewer |
| **$300,000** | CalOES | Community Power Resiliency | Emergency Generator |
| **$1,000,000** | CARB | Alternate Fuel Program | CNG Fueling Station |
| **$1,000,000** | SCE | Charge Ready | EV charging Stations |

| | | | |
|---|---|---|---|
| **$300,000** | Bureau of Reclamation | Water Energy Efficiency | Hydropower Modifications |
| **$500,000** | Bureau of Reclamation | Water Energy Efficiency | Solar Panel Installation |
| **$200,000** | Bureau of Reclamation | Small Water Efficiency | Turf Removal Rebate |
| **$1,500,000** | Bureau of Reclamation | Drought Resiliency | PFAS Treatment Plant |

## *Grant Writing Services, Long Beach, CA*



ESS has been providing grant assistance services for each of the listed agencies that started with a needs assessment and review of the agency's CIP projects and unfunded projects. ESS presented a funding strategy and matching opportunities to projects that was approved by the Long Beach Water Department (LBWD). Additionally, ESS provided grant writing services for the City's Public Works department which ESS secured funding from FHWA as noted below.

| Grant Amount | Funding Agency | Program | Projects |
|---|---|---|---|
| **$2,800,000** | FHWA | HSIP, LPP | Street Widening & Pedestrian Improvements |
| **$300,000** | CalOES | Community Power Resiliency | Generator Procurement |
| **$1,500,000** | BOR | WEEG | AMI |
| **$4,200,000** | BOR | DRP | 4 Wells |
| **$75,000** | FEMA | Training | Emergency Response Training |
| **$1,970,000** | BOR | Title XVI | 2 Recycled Water Projects |
| **$13,500,000** | DOT | Bridge Improvement Program | Bridge Rehabilitation (pending) |

## *Grant Writing Services, City of Fort Bragg, CA*

ESS has assisted the City with a Department of Water Resources Multibenefit Drought Grant application and received funding for a water line implementation project **for $8.8 million** from the Dept. of Water Resources. **Additionally, ESS obtained $8.4 million** in funding from DWSRF for a water treatment plant overhaul and water tank rehabilitation project.

## *Grant Identification and Writing Services, City of Carlsbad, CA*

ESS was selected for the as-needed grant writing services for the City and has been successful in award of over $14.8 million in the last two years. For example, ESS coordinated with Mike Levin's office and the City of Carlsbad in preparing an application for its Veterans Memorial Park Project under the Community Project Funds funding opportunity. The Project was a high priority project for the City and its residents as the Project commemorates veterans and provides several recreation facilities. ESS assisted the City in identifying and developing a project description that highlighted eligible funding elements for the City's Veterans Memorial Park Project. ESS prepared the budget, schedule, and public outreach efforts that ranked the project for award. The Project was submitted to Community Project Funds in 2022 and was completed in March 2022.

| Grant Amount | Funding Agency | Program | Projects |
|---|---|---|---|
| **$9,000,000** | Community Project Funds | Annual Allocation -2022 | Veterans Park |
| **$5,000,000** | Community Project Funds | Annual Allocation -2021 | Neighborhood Revitalization |
| **$4,600,000** | SWRCB | CWSRF | SCADA System |
| **$4,000,000** | NOAA, DOT, EPA | PROTECT, ICARP, | Road realignment, climate change impact mitigation |
| **$1,200,000** | FHWA | HSIP | Multiple Projects |

## Experience in Grant Management:

***Grant Compliance Services, Wastewater Treatment Facility Upgrade, City of Richmond, CA***

ESS is currently providing SRF grant compliance monitoring services for the $50 million project to meet all the requirements of the EPA and CA State Water Resources Control Board. ESS provided the specification sections that need to be included in the bid package as required by the grant documents.

***Grant Identification, Writing & Compliance Services, San Bernardino Municipal Water Department, San Bernardino, CA***

ESS has been providing grant identification and writing services for the Department since 2018 and is still under contract. ESS has been participating in several meetings with the department director to identify fundable elements of a project and provide a funding strategy.

| Grant Amount | Funding Agency | Program | Projects |
|---|---|---|---|
| **$5,500,000** | FEMA | Hazard Mitigation | Seismic Retrofit of 4 reservoirs |
| **$7,570,000** | SWRCB | DWSRF | Seismic Retrofit of 4 reservoirs |
| **$9,900,000** | SWRCB | CWSRF | WWTP expansion |
| **$3,400,000** | SWRCB | DWSRF | Water pipeline Rehabilitation |
| **$2,000,000** | DWR | Urban Multibenefit | AMI System |
| **$500,000** | Bureau of Reclamation | WaterSMART | AMI System |

ESS is currently managing and preparing quarterly progress reports for two State Revolving Fund projects, one Department of Water Resources project, and one FEMA grant project for the Department.

***Wastewater Treatment Facility Upgrade, City of Palm Springs, Palm Springs, CA***



Responsibilities for the City of Palm Springs began with preparation of SRF loan applications for the **$29 million** Wastewater Treatment Plant Upgrade & **$8 million** for a cogeneration project. We arranged for a meeting with the SRF management in Sacramento and provided a presentation that assured adding this project to the priority list. During the complex process for this project, we were able to provide continuous coordination with three state SRF project managers and obtain approvals for every phase. This project was completed in March 2017.

In the process, ESS identified project elements that qualified for additional grants, resulting in a successful award of more than **$5.1 million** in grants the City did not expect. We prepared Green Project Reserve grant funding application and exhibits for the following:

- Variable Frequency Drive
- High Efficiency Motors
- SCADA System Upgrade
- LED Lighting
- Combined Heat and Power Cogeneration
- Site Improvement

ESS also provided SRF compliance including project reporting, reimbursements, monitoring of AIS, DBE and prevailing wages that resulted in successful audit session. on behalf of the City.

## REFERENCES

***City of Santa Ana:***

Nabil Saba, Executive Director

20 Civic Center Plaza Santa Ana, CA 92701

(714) 647-3380, nsaba@santa-ana.org

***San Bernardino Municipal Water Department:***

Devin Arciniega, Water Conservation/ Public Affairs Coordinator

1350 E Street San Bernardino, CA 92408

(909) 453-6052, Devin.Arciniega@sbmwd.org

***City of Fort Bragg:***

John Smith, Public Works Director

416 N Franklin St, Fort Bragg, CA 95437

(707) 961-2923 ext. 136, jsmith@fortbragg.com

***City of Richmond (Operated by Veolia North America, LLC):***

Chandrasekar Venkatraman

601 Canal Blvd, Richmond, CA 94804

(510) 412-2001, chandrasekar.venkatraman@veolia.com

***City of Sacramento:***

Alaina Jordan

1395 35th Ave, Sacramento, CA 95822

(916) 808-5801, ajordan@cityofsacramento.org

## PRICE PROPOSAL

The cost proposal below proposes a retainer for grant funding needs assessment and strategy, grant opportunity development, and funding research services. Due to the variety of funding opportunities involved and project durations and costs grant applications, as per the Questions and Answers released by the City, ESS will submit quotes on a project-by-project basis for the City's consideration for all grant writing and grant management and administrative related pursuits. All ESS staff track hours to 15-minute increments so we can provide fair and accurate cost for the tasks assigned.

| Task No. | Task | Cost |
|---|---|---|
| 1 | Grant Funding Needs Assessment and Strategy | $5,750 |
| 2 | Grant Opportunity Development | Included in Tasks 1 and 3 |
| 3 | Grant Funding Research Services | $600 per month |
| 4 | Grant Writing Services | Quotes will be provided on a project-by-project basis |
| 5 | Grant Management and Administrative Services | Quotes will be provided on a project-by-project basis |
| 6 | Ongoing Communication and Support | Included in Tasks 4 and 5 |

Cost increases will follow City's policy and the acceptable escalation rates.

| **Fee Schedule** | |
|---|---|
| **Position** | **Hourly Rate** |
| Principal | $218 |
| Project Manager | $208 |
| Senior Associate | $188 |
| Associate | $166 |
| Support Associate | $140 |
| Technical Experts | $225-280 |
| **Reimbursable** | **Cost** |
| Reproduction | Cost |
| Courier Services | Cost |
| Transportation | Cost |

## D. VALUE ADDED SERVICES

Please refer to our "Additional Services" in the "Proposal" section of this document.

## E. EVIDENCE OF INSURANCE

ESS maintains insurance that meets the City's requirements. Please see attached for proof of insurance.

## F. VENDOR FORMS

Please see attached form.

## G. TYPE OF BUSINESS

Engineering Solutions Services is a S-Corporation business.

## H. LEGAL COMPANY NAME

Engineering Solutions Services

## I. EX PARTE COMMUNICATIONS CERTIFICATION

I, Sudi Shoja, certify that ESS nor ESS representatives have not had any communication with a City Council member concerning this IFB at any time after the date and time that this IFB was publicly advertised.

## J. EX PARTE COMMUNICATIONS CERTIFICATION CONTINUED

None.

## K. DISQUALIFICATIONS QUESTIONNAIRE

ESS nor any employee of the ESS who has proprietary interest in the Company, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation.

## L. DISQUALIFICATIONS QUESTIONNAIRE CONTINUED

None.

## M. DISCLOSURE OF GOVERNMENT POSITIONS

None.

## N. CERTIFICATION COMPLIANCE

Please see attached form.

# Evidence of Insurance

Barbara Mason
Purchasing Manager
99 E. Ramsey Street
Banning, CA 92220

February 26, 2024

**Re: Certification of Compliance with Insurance for Grant Writing and Management Services**

Dear Ms. Mason,

I hereby certify that Engineering Solutions Services (ESS) will provide evidence of possession of insurance in the coverage and amounts listed in the Sample Agreement in the RFP. ESS will provide the Certificates of Insurance proving coverage as specified in contract sample within 10 consecutive calendar days of award of contract.

Sincerely,



Sudi Shoja, PE, Principal of ESS

**CITY OF BANNING**
**STAFF REPORT**

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Douglas Schulze, City Manager** |
| **PREPARED BY:** | **Emery Papp, Senior Planner** |
| **MEETING DATE:** | **June 25, 2024** |
| **SUBJECT:** | **Consideration of Resolution 2024-104, Approving Amendment No. 4 to a Professional Services Agreement (C00608) with Willdan Engineering, Inc. for Building and Safety Plan Check and Plans Examination Services; Landscape Design Plan Check and Plans Examination Services; and Building Permit and Landscape Installation Inspection Services** |

---

**RECOMMENDATION:**

Adopt Resolution 2024-104.

**BACKGROUND:**

In 2019, the City of Banning floated a Request for Proposals or Invitation for Bids No. 19-045, to provide the City's Building and Safety Division with the following services: Plan Check, Building Inspection, and Landscape Design Review Services. The most responsive bid was received by Willdan Engineering, and on September 24, 2019, the City and Willdan Engineering entered into a contract for Professional Services when the City Council adopted Resolution 2019-122, for an amount not to exceed $1,470,960.

On January 25, 2022, the City Council adopted Resolution 2022-09, amending the Agreement to increase the contract sum by $714,902.50 to a total contract sum of $2,185,862.50 (“Amendment No. 1”).

On January 24, 2023, the City Council adopted Resolution 2023-20 (Amendment No. 2), stating a newly amended not-to-exceed total contractual amount of $2,185,862.50, but did not address a recommendation to extend the Agreement term to October 31, 2023. As a result, on February 28, 2023, the City Council adopted Resolution 2023-44, re-approving Amendment No. 2 and authorizing an increase in the contract amount by $612,000 to a new total contracted amount of $2,797,862.50, and an extension of the term of the Agreement through June 30, 2024. The City Council’s adoption of Resolution 2023-44 was intended to update and replace Resolution 2023-20 in its entirety.

On February 27, 2024, the City of Banning, adopted Resolution 2024-37 (Amendment No. 3), approving an increase in the not-to-exceed total compensation by $470,000 to $3,267,862.50, and an extension of the term of the Agreement through June 30, 2024.The contract is now set to expire.

The City and Willdan Engineering now desire to amend the Agreement (Amendment No. 4) in accordance with Resolution No. 2024-104 to include additional compensation not-to-exceed Contract Sum by $900,000 to $4,167,862.50, and to extend the term of the Agreement through March 31, 2025.

**JUSTIFICATION:**

Willdan has been augmenting current City staffing levels by providing professional support services. The

City continues to have a need for these services and the engagement of these additional services has increased the contract amount above the previously approved financial limits set by the City Council. As such, additional commitment of resources is required. However, all of Willdan's fees are considered “pass-through” costs, as the City's costs are reimbursed through developer review fees on the plans and permits submitted to the City.

**FISCAL IMPACT:**

The Community Development operational budget will fund the requested increase, Account No. 001-2700-441.33-11 (Professional Services). Estimated usage in Biennial budget:

| Year | Estimated Amount |
|---|---|
| 2024/2025 | $900,000 |

**ALTERNATIVES:**

1. Adopt Resolution 2024-104, as recommended.
2. Adopt Resolution 2024-104, with modifications.
3. Do not approve Resolution 2024-104 and provide alternative direction to staff.

**ATTACHMENTS:**

1. Resolution_2024-104__Willdan (2) ejp.docx
2. C00608_Willdan_Amendment_No.4_Building__Safety_Plan_Check.docx
3. ATTACHMENT NO. 1 - Resolution 2019-122_2019-09-24.pdf
4. CC Resolution No. 2022-009.pdf
5. CC Resolution No. 2023-020.pdf
6. Resolution 2024-037.pdf
7. C00608 WILLDAN ENGINEERING.pdf
8. Amendment No.1.pdf
9. Amendment No.2.pdf
10. Amendment No.3.pdf

**RESOLUTION 2024-104**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 4 TO A PROFESSIONAL SERVICES AGREEMENT (C00608) WILLDAN ENGINEERING, INC. FOR BUILDING AND SAFETY PLAN CHECK AND PLANS EXAMINATION SERVICES; LANDSCAPE DESIGN PLAN CHECK AND PLANS EXAMINATION SERVICES; AND BUILDING PERMIT AND LANDSCAPE INSTALLATION INSPECTION SERVICES**

**WHEREAS,** on August 16, 2019, the City issued a Request for Proposal (RFP) for Building and Safety Plan Check and Landscape Review Services. The RFP proposal responses were due on September 4, 2019; and

**WHEREAS**, on September 13, 2019 the City scored all the proposals and determined that Willdan Engineering submitted a responsive and responsible proposal and has received the highest score out of the eight proposals received by the City; and

**WHEREAS**, Willdan Engineering will provide the highest and best value to the City, its residents, customers, and patrons through a combination of experience, hourly rates, and overall ability to provide the services requested through the City's RFP; and

**WHEREAS**, on September 24, 2019, the City Council adopted Resolution 2019-122 approving an agreement with Willdan Engineering, Inc., for a total amount of $1,470,960 (the "Agreement"); and

**WHEREAS**, on January 25, 2022, the City Council adopted Resolution 2022-09 approving Amendment No. 1 to the Agreement, increasing the not-to-exceed total compensation by $714,902.50, for a total amount of $2,185,862.50; and

**WHEREAS**, on January 24, 2023, the City Council adopted Resolution 2023-20, which was intended to implement staff's recommendation to amend the Agreement to extend the term of the Agreement through October 31, 2023, and increase the not-to-exceed total compensation by $612,000 to $2,797,862.50 (Amendment No. 2). Resolution 2023-20, however, incorrectly stated the amended not-to-exceed total compensation as $2,185,862.50, and did not address staff's recommendation to extend the Agreement term to October 31, 2023; and

**WHEREAS**, on February 28, 2023, the City Council adopted Resolution 2023-44, re-approving Amendment No. 2 and increasing the not-to-exceed total compensation by $612,000 to $2,797,862.50, and an extension of the term of the Agreement through June 30, 2024 (Amendment No. 2). It was staff's intent that the City Council's adoption of Resolution 2023-44 would update and replace the Council's actions taken via Resolution 2023-20, in their entirety; and

**WHEREAS,** on February 27, 2024, the City Council adopted Resolution 2024-37, approving an increase in the not-to-exceed total compensation by $470,000 to $3,267,862.50, and an extension of the term of the Agreement through June 30, 2024 (Amendment No. 3); and

**WHEREAS,** the City and Consultant now desire to amend the Agreement (Amendment No. 4) to include additional compensation in the amount of $900,000, for a total amount of $4,167,862.50, and to extend the term of the Agreement through March 31, 2025 (Amendment No. 4).

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

SECTION 1. The City Council approves Amendment No. 4 to the Agreement with Willdan Engineering, Inc., increasing the not-to-exceed to compensation to $4,167,862.50 for Fiscal Years 2024/2025 and 2024/2026, attached hereto as Exhibit A.

SECTION 2. The City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to this Amendment No. 4.

SECTION 3. The City Manager or his designee is authorized to execute the Amendment No. 4 with Willdan Engineering, 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 25th day of June, 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 2024-104, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of June, 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

**Exhibit A**

Amendment No. 4 to Professional Services Agreement with Willdan Engineering, Inc.

**AMENDMENT NO. 4 TO A PROFESSIONAL SERVICES AGREEMENT (C00608) WITH WILLDAN ENGINEERING, INC. FOR (A) BUILDING AND SAFETY PLAN CHECK AND PLANS EXAMINATION SERVICES (B) LANDSCAPE DESIGN PLAN CHECK AND PLANS EXAMINATION SERVICES, AND (C) BUILDING PERMIT AND LANDSCAPE INSTALLATION INSPECTION SERVICES**

**THIS AMENDMENT NO. 4 TO THE AGREEMENT FOR PROFESSIONAL SERVICES** ("Amendment No.4") by and between the **CITY OF BANNING** ("City") and Willdan Engineering, a California corporation ("Consultant") is effective as of this day: _____.

## RECITALS

A. City and Consultant entered into that certain Agreement for Professional Services dated September 24, 2019 ("Agreement") whereby Consultant agreed to provide Building and Safety Plan Check, Building Inspection, and Landscape Design Review Services following Request for Proposals or Invitation for Bids No. 19-045.

B. On September 24, 2019, the City of Banning, on Resolution 2019-122, approved an agreement with Willdan Engineering, Inc., for a total amount of $1,470,960. On January 25, 2022, the City Council adopted Resolution 2022-09, amending the Agreement to increase the Contract Sum by $714,902.50 for a total Contract Sum of $2,185,862.50 ("Amendment No. 1").

D. On January 24, 2023, the City Council adopted Resolution 2023-20, which was intended to implement staff's recommendation to amend the Agreement to extend the term of the Agreement through October 31, 2023, and increase the not-to-exceed total compensation by $612,000 to $2,797,862.50 (Amendment No. 2). Resolution 2023-20, however, incorrectly stated the amended not-to-exceed total compensation as $2,185,862.50, and did not address staff's recommendation to extend the Agreement term to October 31, 2023.

E. On February 28, 2023, the City Council adopted Resolution 2023-44, re-approved Amendment No. 2 approving an increase in the not-to-exceed total compensation by $612,000 to $2,797,862.50, and an extension of the term of the Agreement through June 30, 2024. It was staff's intent that the City Council's adoption of Resolution 2023-44 would update and replace the Council's actions taken via Resolution 2023-20, in their entirety.

F. . City and Consultant have entered into an Amendment No. 3 to the Agreement dated February 27, 2024 to extend the Term of the Agreement to March 31, 2025, and/or increase the Contract Sum to $43,267,862.50 as approved by City Council Resolution 2024-37.

G. City and Consultant now desire to amend the Agreement to include additional compensation not-to-exceed Contract Sum by $900,000 to $4,167,862.50, and to extend the term of the Agreement through March 31, 2025.

## TERMS

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

(a) Section 2.1 – "Contract Sum" of the Agreement is amended to provide that Consultant's total compensation shall not exceed Nine Hundred Thousand Dollars ($900,000.00), for a new contract total amount not to exceed Four Million One Hundred Sixty-Seven Thousand Eight Hundred Sixty-Two Dollars and Fifty Cents ($4,167,862.50).

(b) Section 3.4 – "Term" of the Agreement is hereby amended to extend the Agreement term to March 31, 2025, unless amended by provisions referenced herein.

**2. Continuing Effect of Agreement**. Except as amended by this Amendment No. 4, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No.4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement and Amendment Nos. 1, 2, and 3, as amended by this Amendment No.4 to the Professional Services Agreement.

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

Consultant represents and warrants to City that, as of the date of this Amendment No.4, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that as of the date of this Amendment No.4, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

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

**5. Authority**. The persons executing this Amendment No. 4 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. 4 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Amendment No. 4 does not violate any provision of any other Agreement to which said party is bound.

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

signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF** the Parties hereto have executed this Amendment No.4 to the Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young Date
City Attorney

CONSULTANT

NAME: Patrick Johnson Date
TITLE: Director – Building & Safety

NAME: Date
TITLE:

95-2295858
Tax ID No.

Address:
2401 E. Katella Ave., Suite 300
Anaheim, CA 92806

City Council Approval:_____

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

**RESOLUTION 2019 – 122**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT (PSA C00608) WILLDAN ENGINEERING FOR BUILDING AND SAFETY PLAN CHECK AND LANDSCAPE DESIGN REVIEW SERVICES.**

**WHEREAS,** on June 23, 2015, the City Council approved a Professional Services Agreement with Charles Abbott and Associates ("CAA") to provide Building and Safety Plan Check and Design Review Services to the City of Banning.

**WHEREAS,** on April 10, 2018 the City Council approved the fifth and final contract with Charles Abbott and Associates to provide Building and Safety Plan Check and Design Review Services to the City of Banning.

**WHEREAS,** on June 30, 2019 the fifth contract amendment expired between the City of Banning and Charles Abbott and Associates (the "Parties").

**WHEREAS,** on July 9, 2019 the Parties mutually agreed to continue services, under Contract Amendment No. 5, pending City Council approval of Contract Amendment No. 6; which was being drafted for the August 27, 2019 City Council Meeting.

**WHEREAS,** on August 6, 2019 Charles Abbott and Associates transmitted, in writing, a sixty-day contract termination notice to the City of Banning which concluded their services on October 4, 2019.

**WHEREAS,** on August 16, 2019 the City issued a Request for Proposal (RFP) for Building and Safety Plan Check and Landscape Review Services. The RFP proposal responses were due on September 4, 2019.

**WHEREAS**, on September 13, 2019 the City scored all the proposals and determined that Willdan Engineering submitted a responsive and responsible proposal and has received the highest score out of the eight proposals received by the City.

**WHEREAS**, Willdan Engineering will provide the highest and best value to the City, its residents, customers, and patrons through a combination of experience, hourly rates, and overall ability to provide the services requested through the City's RFP.

**WHEREAS,** City and Willdan Engineering ("Consultant") now desire to enter into a Professional Services Agreement for a three-year term, with two optional extensions, each for a period of one year. The City and Consultant wish to include compensation for building and safety plan check and landscape design review services in an amount not-to-exceed ONE MILLION, FOUR HUNDRED AND SEVENTY THOUSAND, NINE HUNDRED AND SIXTY DOLLARS ($1,470,960.00) for a three-year term.

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

**SECTION 1.** The Banning City Council adopts Resolution 2019-122 approving a Professional Services Agreement with Willdan Engineering, in an amount not-to-exceed $490,320.00 for Building and Safety Plan Check and Landscape Design Review Services in the City of Banning for Fiscal Year 2019/2020.

**SECTION 2.** The City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to this services agreement.

**SECTION 3.** The City Manager or his designee is authorized to execute the Professional Services Agreement with Willdan Engineering, in an amount not-to-exceed ($1,470,960.00) for a three-year term, to provide Building and Safety Plan Check and Landscape Design Review Services to the City of Banning.

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

**PASSED, APPROVED AND ADOPTED** this 24th day of September, 2019.

_____
Arthur L. Welch,
City of Banning

**ATTEST:**

_____
Laurie Sampson, Acting Deputy City Clerk
City of Banning, California

**APPROVED AS TO FORM**
**AND LEGAL CONTENT:**

_____
Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

## CERTIFICATION:

I, Laurie Sampson, Acting Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2019-122 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 24th day of September, 2019.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Laurie Sampson, Acting Deputy City Clerk
City of Banning, California

## RESOLUTION 2022-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT (PSA C00608) WILLDAN ENGINEERING FOR BUILDING AND SAFETY PLAN CHECK AND LANDSCAPE DESIGN REVIEW SERVICES**

**WHEREAS,** on June 23, 2015, the City Council approved a Professional Services Agreement with Charles Abbott and Associates ("CAA") to provide Building and Safety Plan Check and Design Review Services to the City of Banning.

**WHEREAS,** on April 10, 2018 the City Council approved the fifth and final contract with Charles Abbott and Associates to provide Building and Safety Plan Check and Design Review Services to the City of Banning.

**WHEREAS,** on June 30, 2019 the fifth contract amendment expired between the City of Banning and Charles Abbott and Associates (the "Parties").

**WHEREAS,** on July 9, 2019 the Parties mutually agreed to continue services, under Contract Amendment No. 5, pending City Council approval of Contract Amendment No. 6; which was being drafted for the August 27, 2019 City Council Meeting.

**WHEREAS,** on August 6, 2019 Charles Abbott and Associates transmitted, in writing, a sixty-day contract termination notice to the City of Banning which concluded their services on October 4, 2019.

**WHEREAS,** on August 16, 2019 the City issued a Request for Proposal (RFP) for Building and Safety Plan Check and Landscape Review Services. The RFP proposal responses were due on September 4, 2019.

**WHEREAS**, on September 13, 2019 the City scored all the proposals and determined that Willdan Engineering submitted a responsive and responsible proposal and has received the highest score out of the eight proposals received by the City.

**WHEREAS**, Willdan Engineering will provide the highest and best value to the City, its residents, customers, and patrons through a combination of experience, hourly rates, and overall ability to provide the services requested through the City's RFP.

**WHEREAS**, on September 24, 2019 the City adopted a contract with Willdan Engineering, Inc. for a three year term, with two, one-year extensions.

**WHEREAS,** City and Willdan Engineering ("Consultant") now desire to amend the Professional Services Agreement to increase the amount The City and Consultant wish to include compensation for building and safety plan check and landscape design review

services in an amount not-to-exceed ONE MILLION, FOUR HUNDRED AND SEVENTY THOUSAND, NINE HUNDRED AND SIXTY DOLLARS ($2,185,862.50) for a three-year term.

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

SECTION 1. The Banning City Council adopts Resolution 2022-09 approving a Professional Services Agreement with Willdan Engineering, in an amount not-to-exceed $2,185,862.50 for Building and Safety Plan Check and Landscape Design Review Services in the City of Banning for Fiscal Year 2021/2022.

SECTION 2. The City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to this services agreement.

SECTION 3. The City Manager or his designee is authorized to execute the Professional Services Agreement with Willdan Engineering, in an amount not-to-exceed $2,185,862.50 for a three-year term, to provide Building and Safety Plan Check and Landscape Design Review Services to the City of Banning.

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

**PASSED, APPROVED AND ADOPTED** this 25th day of January, 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

**CERTIFICATION:**

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2022-09 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 25th day of January 2022.

AYES: Hamlin, Happe, Pingree, Sanchez, and Wallace.

NOES:

ABSTAIN:

ABSENT:

Caroline Patton, Deputy City Clerk
City of Banning, California

**RESOLUTION 2023-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE FIFTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (PSA C00608) WITH WILLDAN ENGINEERING FOR BUILDING AND SAFETY PLAN CHECK AND LANDSCAPE DESIGN REVIEW SERVICES**

**WHEREAS,** on June 23, 2015, the City Council approved a Professional Services Agreement with Charles Abbott and Associates ("CAA") to provide Building and Safety Plan Check and Design Review Services to the City of Banning; and

**WHEREAS,** on April 10, 2018 the City Council approved the fifth and final contract with Charles Abbott and Associates to provide Building and Safety Plan Check and Design Review Services to the City of Banning; and

**WHEREAS,** on June 20, 2019 the fifth contract amendment expired between the City of Banning and Charles Abbott and Associates (the "Parties"); and

**WHEREAS,** on July 9, 2019 the Parties mutually agreed to continue services, under Contract Amendment No. 5, pending City Council approval of Contract Amendment No. 6; which was being drafted for the August 27, 2019 City Council Meeting; and

**WHEREAS,** on August 6, 2019 Charles Abbott and Associates transmitted, in writing, a sixty-day contract termination notice to the City of Banning which concluded their services on October 4, 2019; and

**WHEREAS,** on August 16, 2019 the City issued a Request for Proposal (RFP) for Building and Safety Plan Check and Landscape Review Services. The RFP proposal responses were due on September 4, 2019; and

**WHEREAS**, on September 13, 2019 the City scored all the proposals and determined that Willdan Engineering submitted a responsive and responsible proposal and has received the highest score out of the eight proposals received by the City; and

**WHEREAS**, Willdan Engineering will provide the highest and best value to the City, its residents, customers, and patrons through a combination of experience, hourly rates, and overall ability to provide the services requested through the City's RFP; and

**WHEREAS**, on September 24, 2019 the City adopted a contract with Willdan Engineering, Inc. for a three-year term, with two, one-year extensions; and

**WHEREAS**, on January 25, 2022 the City adopted an amendment to the contract with Willdan Engineering, Inc. to increase the budgeted amount; and

**WHEREAS,** City and Willdan Engineering ("Consultant") now desire to amend the Professional Services Agreement to increase the amount The City and Consultant wish to include compensation for building and safety plan check and landscape design review services in an amount not-to-exceed Two Million, One-Hundred and Eighty-Five Thousand, Eight-Hundred and Sixty-Two Dollars and Fifty Cents ($2,185,862.50) for a three-year term.

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

SECTION 1. The Banning City Council adopts Resolution 2023-20 approving a Professional Services Agreement with Willdan Engineering, in an amount not-to-exceed $2,185,862.50 for Building and Safety Plan Check and Landscape Design Review Services in the City of Banning for Fiscal Year 2022/2023.

SECTION 2. The City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to this services agreement.

SECTION 3. The City Manager or his designee is authorized to execute the Professional Services Agreement with Willdan Engineering, in an amount not-to-exceed $2,185,862.50 for a three-year term, to provide Building and Safety Plan Check and Landscape Design Review Services to the City of Banning.

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

**PASSED, APPROVED AND ADOPTED** this 24th day of January 2023.

Alberto Sanchez, Mayor
City of Banning

**ATTEST:**

Caroline Patton, Deputy City Clerk
City of Banning

**APPROVED AS TO FORM AND LEGAL CONTENT:**



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

**CERTIFICATION:**

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-20, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of January 2023 by the following vote, to wit:

AYES: Flynn, Gonzales, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

**RESOLUTION 2024-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT (PSA C00608) WILLDAN ENGINEERING FOR BUILDING AND SAFETY PLAN CHECK AND LANDSCAPE DESIGN REVIEW SERVICES.**

**WHEREAS,** on August 16, 2019 the City issued a Request for Proposal (RFP) for Building and Safety Plan Check and Landscape Review Services. The RFP proposal responses were due on September 4, 2019; and

**WHEREAS**, on September 13, 2019 the City scored all the proposals and determined that Willdan Engineering submitted a responsive and responsible proposal and has received the highest score out of the eight proposals received by the City; and

**WHEREAS**, Willdan Engineering will provide the highest and best value to the City, its residents, customers, and patrons through a combination of experience, hourly rates, and overall ability to provide the services requested through the City's RFP; and

**WHEREAS**, On September 24, 2019, the City of Banning, on Resolution 2019-122, approved an agreement with Willdan Engineering, Inc., for a total amount of $1,470,960; and

**WHEREAS**, On January 25, 2022, the City of Banning, on Resolution 2022-09, approved Amendment No. 1 approving an increase in compensation to the Consultant, in the amount of $714,902.50, for a total amount of $2,185,862.50; and

**WHEREAS**, On January 24, 2023, the City Council adopted Resolution 2023-20, which was intended to implement staff's recommendation to amend the Agreement to extend the term of the Agreement through October 31, 2023, and increase the not-to-exceed total compensation by $612,000 to $2,797,862.50 (Amendment No. 2). Resolution 2023-20, however, incorrectly stated the amended not-to-exceed total compensation as $2,185,862.50, and did not address staff's recommendation to extend the Agreement term to October 31, 2023; and

**WHEREAS**, On February 28, 2023, the City of Banning, on Resolution 2023-44, re-approved Amendment No. 2 approving an increase in the not-to-exceed total compensation by $612,000 to $2,797,862.50, and an extension of the term of the Agreement through June 30, 2024. It was staff's intent that the City Council's adoption of Resolution 2023-44 would update and replace the Council's actions taken via Resolution 2023-20, in their entirety; and

**WHEREAS,** City and Consultant now desire to amend the Agreement (Amendment No. 3) in accordance with Resolution No. 2024-37 to include additional compensation in the amount of $470,000, for a total amount of $3,267,862.50, and to extend the term of the Agreement to September 23, 2024; and

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

SECTION 1. The Banning City Council adopts Resolution 2024-37 approving a Professional Services Agreement with Willdan Engineering, in an amount not-to-exceed $3,267,862.50 for Building and Safety Plan Check and Landscape Design Review Services in the City of Banning for Fiscal Years 2023/2024 and 2024/2025.

SECTION 2. The City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to this services agreement.

SECTION 3. The City Manager or his designee is authorized to execute the Professional Services Agreement with Willdan Engineering, in an amount not-to-exceed $3,267,862.50 to provide Building and Safety Plan Check and Landscape Design Review Services to the City of Banning.

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

**PASSED, APPROVED AND ADOPTED** this 27th day of February, 2024.

Alberto Sanchez, Mayor
City of Banning

**ATTEST:**

Caroline Patton, Deputy City Clerk
City of Banning

**APPROVED AS TO FORM AND LEGAL CONTENT:**

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

**CERTIFICATION:**

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-37, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th day of February, 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

**AMENDMENT NO. 3 TO A PROFESSIONAL SERVICES AGREEMENT (C00608) WITH WILLDAN ENGINEERING, INC. FOR (A) BUILDING AND SAFETY PLAN CHECK AND PLANS EXAMINATION SERVICES (B) LANDSCAPE DESIGN PLAN CHECK AND PLANS EXAMINATION SERVICES, AND (C) BUILDING PERMIT AND LANDSCAPE INSTALLATION INSPECTION SERVICES**

**THIS AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL SERVICES** ("Amendment No.3") by and between the **CITY OF BANNING** ("City") and Willdan Engineering, a California corporation ("Consultant") is effective as of this day: _____.

## RECITALS

A. City and Consultant entered into that certain Agreement for Professional Services dated September 24, 2019 ("Agreement") whereby Consultant agreed to provide Building and Safety Plan Check, Building Inspection, and Landscape Design Review Services following Request for Proposals or Invitation for Bids No. 19-045.

B. On September 24, 2019, the City of Banning, on Resolution 2019-122, approved an agreement with Willdan Engineering, Inc., for a total amount of $1,470,960.

C. On January 25, 2022, the City of Banning, on Resolution 2022-09, approved Amendment No. 1 approving an increase in compensation to the Consultant, in the amount of $714,902.50, for a total amount of $2,185,862.50.

D. On January 24, 2023, the City Council adopted Resolution 2023-20, which was intended to implement staff's recommendation to amend the Agreement to extend the term of the Agreement through October 31, 2023, and increase the not-to-exceed total compensation by $612,000 to $2,797,862.50 (Amendment No. 2). Resolution 2023-20, however, incorrectly stated the amended not-to-exceed total compensation as $2,185,862.50, and did not address staff's recommendation to extend the Agreement term to October 31, 2023.

E. On February 28, 2023, the City of Banning, on Resolution 2023-44, re-approved Amendment No. 2 approving an increase in the not-to-exceed total compensation by $612,000 to $2,797,862.50, and an extension of the term of the Agreement through June 30, 2024. It was staff's intent that the City Council's adoption of Resolution 2023-44 would update and replace the Council's actions taken via Resolution 2023-20, in their entirety.

F. City and Consultant now desire to amend the Agreement (Amendment No. 3) in accordance with Resolution No. 2024-37 to include additional compensation in the amount of $470,000, for a total amount of $3,267,862.50, and to extend the term of the Agreement to September 23, 2024.

## TERMS

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

(a) Section 2.1 – "Contract Sum" of the Agreement is amended to provide that Consultant's total compensation shall not exceed Four Hundred Seventy Thousand Dollars ($470,000.00), for a new contract total amount not to exceed Three Million Two Hundred Sixty-Seven Thousand Eight Hundred Sixty-Two Dollars and Fifty Cents ($3,267,862.50).

(b) Section 3.4 – "Term" of the Agreement is hereby amended to extend the Agreement term to September 23, 2024, unless amended by provisions referenced herein.

**2. Continuing Effect of Agreement**. Except as amended by this Amendment No. 3, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No.3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No.3 to the Professional Services Agreement.

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

Consultant represents and warrants to City that, as of the date of this Amendment No.3, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that as of the date of this Amendment No.3, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

**4. Adequate Consideration**. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

**5. Authority**. The persons executing this Amendment No. 3 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other Agreement to which said party is bound.

**6. 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.3 to the Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young Date
City Attorney

CONSULTANT

NAME: Patrick Johnson Date
TITLE: Director – Building & Safety

NAME: Date
TITLE:

95-2295858
Tax ID No.

Address:
2401 E. Katella Ave., Suite 300
Anaheim, CA 92806

City Council Approval:_____

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

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# PROFESSIONAL SERVICES AGREEMENT (C00608)

# FOR BUILDING AND SAFETY PLAN CHECK & LANDSCAPE DESIGN REVIEW SERVICES

**By and Between**

**THE CITY OF BANNING**

**and**

**WILLDAN ENGINEERING,**

**a California corporation**

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**AGREEMENT FOR PROFESSIONAL SERVICES (C00608) FOR BUILDING AND SAFETY PLAN CHECK & LANDSCAPE DESIGN REVIEW SERVICES BY AND BETWEEN CITY OF BANNING AND WILLDAN ENGINEERING**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day of: 9/25/2019 by and between the **CITY OF BANNING, a municipal corporation** ("City") and **WILLDAN ENGINEERING, a California corporation** ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties.".

## RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids (RFP No. 19-045), the performance of the building and safety plan check & landscape design review services prepared in connection therewith, and as further defined and described particularly in Article 1 of this Agreement.

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

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

D. The Parties desire to formalize the selection of 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.

## 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 CONSULTANT

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 to building and safety plan check & landscape design review. 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

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performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

This Agreement shall, in addition to the Scope of Services provided in Exhibit "A", include the Request for Proposal or Invitation for Bids ("Contract Documents"), which are incorporated herein by this reference as though fully set forth herein. This Agreement shall also include the Consultant's accepted bid proposal ("Accepted Bid"), which is attached hereto as Exhibit "A-1" and incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or this Agreement, the terms of the Contract Documents shall govern over the Accepted Bid, and the terms of this Agreement shall govern over both the Contract Documents and the Accepted Bid.

1.3 Compliance with Law.

Consultant 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.

Consultant 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. 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 arise from or are necessary for the Consultant's performance of the services required by this Agreement, and Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against all such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

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, 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 there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

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1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 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 work beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer (as defined in Section 4.3, infra) to the Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1, infra), and/or (ii) the Schedule of Performance, (as defined in Section 3.2, infra), and which written order is approved in writing by the Consultant. Any increase in compensation of up to five percent (5%) 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 Consultant that the provisions of this Section 1.8 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 desk, 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 computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

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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.

**ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit "C". The total compensation, including reimbursement for actual expenses, shall not exceed ONE MILLION, FOUR HUNDRED AND SEVENTY THOUSAND, NINE HUNDRED AND SIXTY DOLLARS ($1,470,960.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

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, unless Additional Services are approved per Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in Exhibit "C", 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 Exhibit "C".

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-consultant expenses if an approved sub-consultant pursuant to Section 4.5, and only if specified in Exhibit "C". The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Exhibit "C". 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.

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City may independently review each invoice submitted by the Consultant to determine whether the work 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 work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3. 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 the City of any invoice provided by the Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

The 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 work 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-consultant labor, supplies, equipment, materials, and travel properly charged to the services.

2.5 Waiver.

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

## ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

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 Exhibit "A" and incorporated herein by this reference. When requested by the Consultant, extensions of the time period(s) specified in Exhibit "A" ("Schedule of Performance") may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively, as set forth in Section 1.8, above.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to

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unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the 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, above. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, the term of this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, with the option to extend for two (2) additional years. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

## ARTICLE 4. COORDINATION OF WORK

4.1 Principals of Consultant.

The following representatives and personnel of Consultant (Principals) are hereby designated as being the Principals of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Patrick Johnson, PE, CBO, Director of Building and Safety

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Principals 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 Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-consultants, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and sub-consultants, 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-consultant of Consultant, Consultant shall, immediately upon receipt of a written reassign notice from City which requests such a reassignment, reassign such person or persons.

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4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the 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 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 Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

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Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

## ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Throughout the life of this Agreement, Consultant 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. The following policies of insurance are required:

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

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

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

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

$2,000,000 general aggregate

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

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

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

(v) PROFESSIONAL LIABILITY Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession, with limits of liability of $1,000,000 per claim/occurrence and $1,000,000 policy aggregate.

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In the event Consultant 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 Consultant 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.

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

Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its Council members, officers, officials, employees and agents; or (ii) Consultant 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, Consultant 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 Schedule of Performance for the work to be performed for City, Consultant 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 Consultant's insurance shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. 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 Consultant 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 Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

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If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.

2. Insurance must be maintained and evidence of insurance must be provided for at least three years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a three-year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of three years following the expiration or termination of the Agreement.

4. A copy of the claims reporting requirements must be submitted to City for review.

5. These requirements shall survive expiration or termination of the Agreement.

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

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

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

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

5.3 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnity.

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, 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 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, 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' passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim 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.

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 B.2).

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 arise out of, are claimed to arise out of, pertain to, or

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relate to the 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 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 Section, 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 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. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

## ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require sub-consultants 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 documents 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 records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 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 the City is greatly concerned about the cost of work and 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

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will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, sub-consultants 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 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 documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, revise or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-consultants shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 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-consultants, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or sub-consultant 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 attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City in writing should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for

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admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent 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 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 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.

7.2 Disputes; Default.

In the event that City determines Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant 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 Consultant 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 Consultant'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.

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 are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) 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 (iii) all payments due or that become due to Consultant during the period that Consultant or any of its subcontractors 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 5.2, 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

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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 Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by 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.

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. 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.

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 Consultant 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. The City may withhold from any monies payable on account of services performed by the Consultant 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 7.9 for termination for default of Consultant. The City reserves

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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 the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the 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 the City, the period of notice may be such shorter time as the 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 the Consultant has initiated termination, the 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 Exhibit "A-1" or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the 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 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the 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 the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as provided in Section 7.3.

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 the Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, 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 Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

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8.2 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-consultant 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 the City shall have any financial interest, direct or indirect, 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. The 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.

8.3 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.

8.4 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 work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, 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 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication 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,

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Banning, CA 92220 and in the case of the Consultant, 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 Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Corporate Authority.

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

**[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 9/25/2019
0AD14BA217CE497...

Douglas Schulze, Date
City Manager

ATTEST:

DocuSigned by:
Laurie Sampson 9/25/2019
5857F664F42A405...

Laurie Sampson, Date
Acting Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

DocuSigned by:
Serita Young 9/25/2019
F3821C827AF84EF...

Serita Young Date
Assistant City Attorney

**Two signatures are required if a corporation**

CONSULTANT

DocuSigned by:
Patrick Johnson 9/25/2019
30D19243F...

NAME: Patrick Johnson DATE
TITLE: Director - Building & Safety

NAME: DATE
TITLE:

95-2295858
Tax ID No.

Address:
2401 E. Katella Ave., Suite 300 Anaheim, CA 92806

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# EXHIBIT "A"
# SCOPE OF SERVICES

**I. Consultant will perform the following services in connection with providing building and safety plan check & landscape design review services prepared in connection therewith:**

Consultant services – Consultant will provide personnel to act under the direction and supervision of the Community Development Director and the City's Building Official/Development Services Manager, in executing the scope of services referenced herein, and on behalf of the City.

## A. Building & Safety Services

These positions are responsible for all Building and Safety Services, counter assistance, permitting and development activities, inspection, and public inquiries, including, but not limited to:

1. Front counter support (City Hall) – Current City Hall hours are 8:00 a.m. to 5:00 p.m., Monday through Friday; however, City Hall business hours are subject to change. The Consultant shall include provisions for schedule change; subject to advanced and proper notice to the Consultant.
2. Building inspection – Field hours are 7:00 a.m. to 5:30 p.m., Monday through Friday.
3. Building permits and plan check/processing. Current City Hall hours are 8:00 a.m. to 5:00 p.m., Monday through Friday; however, City Hall business hours are subject to change. The Consultant shall include provisions for schedule change subject to advanced and proper notice to the Consultant.
4. Building Permit Plan Review Services; which include, but are not limited, to Building, Structural, Electrical, Plumbing, Mechanical, and Green Codes, ADA accessibility, grading, drainage, civil (streets, sewer, water, recycled water, and gas). Plan check shall also include the review and verification of compliance in Best Management Practices (BMP's) and NPDES storm water compliance (the City operates under the Municipal Storm Water (MS) – 4 permit under the Colorado Regional Water Quality Control Board (CRWQCB), located within the Whitewater watershed. At this time, fire code plan review will continue to be performed by Calfire. The consultant shall also include coordination with Banning Electric Utility (BEU) in compliance with the City's electric utility services.
5. Plan check monitoring/permit issuance for grading, building, electrical, mechanical and plumbing work, etc.
6. Inspection services for Structural, Electrical, Plumbing, Mechanical, and Green Codes, ADA accessibility, grading, erosion control, etc.
7. Monitor and respond to client/applicant/resident's inquiries, provide excellent customer service and resolve complaints to the greatest extent possible, under the supervision of the Building Official and Community Development Director.
8. Accept and respond to Public Records Act (PRA) request under the supervision of the City Clerk or her designee and the Community Development Director.

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9. Review and update the Building/Safety Procedures Manual.
10. Assist with permit audits from WRCOG, RCA, TUMF, and other external agencies as applicable.
11. Manage and issue permits associated with construction and demolition debris recycling; including, but not limited to asbestos and other applicable Hazardous Materials related matters.
12. Assist in Building Code enforcement and abatement; including stop work orders, permit suspension, and coordination with the Code Enforcement Department. **NOTE: Banning Code Enforcement Department is now under the supervision, direction, and management of the Banning Police Department (Chief Matthew Hamner).**
13. Prior preparation for and participation in the Planning Divisions' development review and Preliminary Application Committee (PAC) review process and procedures. During the periodic meetings, cases are reviewed by members of the Planning, Building, Engineering, Public Works, Fire, and Utility divisions of the City, and comments are given to the applicant's project team.
14. Prepare statistical reports, as needed, on permit issuance metrics for the City's Executive Management Team.
15. Responsible for the maintenance of building and permit records, including the preparation of permit and related documents for storage and/or imaging.

**B. Landscape Design Review and Plan Check Related Services**

1. Review Landscape Plan Cover Sheet and Title Block.
2. Review, plan check, and provide both written and redline corrections to customers Preliminary and Final Landscaping Plans ("working drawings") for commercial industrial, residential, and civic developments.
3. Consultant shall review both Preliminary and Final Landscape Plans concurrent with state law and local water efficiency landscape rules and ordinances.
4. Review, redline and/or approve Landscape Irrigation Plans (per the Banning Municipal Code), IA standards, and ET requirements.
5. Review, redline and/or approve Landscape Planting Plans (per Banning Municipal Code), WUCLOS & Sunset zones, and proper planting location.
6. Review, redline and/or approve Landscape Irrigation Details and Specifications. Landscape Planting Details and Specifications.
7. Verify Maximum Allowable Water Allowance (MAWA). "California Friendly" planting palette.
8. Review, redline and/or approve plans are aligned with the City of Banning Landscape Guidelines and Standards.

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9. Verify Maintenance Responsibility.

10. Review, redline and/or approve line of sight conditions (lines to be prepared by Civil Engineer).

11. Verify consistency with other planned improvements.

12. Verify Irrigation System is designed with velocities less than 5 feet per second (FPS) or 7 fps brass/copper.

| **Service** | **Time frame for Delivery** |
|---|---|
| Major plan check | 10 calendar days |
| Subsequent plan checks | 5 calendar days |
| Minor plan checks and single story homeowner additions | 3 days if submitted into plan check or over the counter during a designated time period each day |
| Building inspection | The following working day if request is received before 2 PM |
| Grading plan check | 10 calendar days |
| Subsequent grading plan checks | 7 calendar days |
| Grading Inspection | The following working day if request is received before 2 PM |
| Preliminary Landscaping Review | 10 calendar days for Preliminary (Conceptual) Landscape Plans |
| Final Landscape Plan Review (i.e., "working drawings) | 14 calendar days for Final Landscape Plans |
| Assistance at the public counter | Immediately during City Hall hours |
| Return of phone calls | Within 24-hours of receipt |
| Monthly statistical accounting | Completed at the end of each month |

**C. Included Duties, Responsibilities, and Information**

The consultant shall be responsible to ensure that all other Building and Safety duties and follow-up – not specifically mentioned in the table above – are performed in a timely and responsive manner.

The consultant shall be responsible to ensure all personnel assigned to the City of Banning have sufficient on-going training to perform their assigned duties. The consultant will be required to assist the City in any ISO audits that arise during the contract term. The consultant will also be required to furnish at least two copies of the latest adopted building code, including one copy to the City Clerk for the official City record and to keep those materials up to date. Consultant is advised that Section 15.12.010 of the municipal code states that no building permit fees are required for city owned buildings.

Consultant shall provide staff that are assigned to be at the City full-time, are customer-service oriented, and have experience with successfully managing multiple tasks, assignments and responsibilities. Consultant will ensure that it has assigned personnel – with contact and coverage

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information clearly communicated to the City – that are required to be available to respond to emergency situations that may require Building and Safety services at times when City Hall is closed for business.

The City is in the process of scanning and digitizing the catalog of old building plans and permits with the goal of maintaining only electronic versions of plans for projects that have been completed. There is a significant backlog of this material. Consultant will be required to utilize a City-provided scanner to scan copies of every plan in the catalog and attach the scanned files to the appropriate parcel in the land management software. This process must be completed during the first two years of the contract. In addition, Consultant will be required to obtain electronic copies of "As-Built" plans at the completion of each project and attaching the electronic files to the parcel in accordance with the City's records retention policy.

## I. CITY PROVIDED OFFICE SPACE AND EQUIPMENT

The City will provide only the following office space and equipment for use in performing building and safety services:

1. Use of office space at City Hall that is approximately the same square footage and configuration currently occupied by the Building & Safety Division
2. Use of approximately four (4) City office phones
3. Use of office furniture
4. Use of approximately four (4) City network computers with scanners
5. Copier, Scanner, Fax, filing, and other required office support as deemed reasonable by the Community Development Director; including consistent with the City's adopted Budget).

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**EXHIBIT "A-1"**
**CONSULTANT'S PROPOSAL**
**(pages 3-11)**

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## Key Personnel

We recognize that the City's departmental workload fluctuates. Willdan hires professionals in three categories – full-time, modified full-time, and part-time. Part-time staff may work up to 40 hours per week. Our proposed staff are qualified registered engineers, architects and ICC certified plans examiners, building and public works inspectors. All services will be provided from our local San Bernardino office, with additional resources employed company-wide as necessary. No subcontractors will be employed for these services to the City.

| Name/Title | Registrations/Certifications | Qualifications |
|---|---|---|
| **Management/Plan Review** | | |
| **Patrick Johnson, PE, CBO**<br>*Director/ Building Official* | ▪ Civil Engineer, California No. CE#67960<br>▪ Civil Engineer, Arizona No. 50435<br>▪ Civil Engineer, Colorado No. 43704<br>▪ ICC Plans Examiner<br>▪ ICC Building Inspector<br>▪ ICC Building Official | **On-Call Building Official Services** |
| **James Barrett, CBO**<br>*Project Manager* | ▪ ICC Building Official<br>▪ ICC Building Inspector | **Project Manager** |
| **Brian Gumpert, CBO**<br>*Sr. Plans Examiner* | ▪ ICC Building Official<br>▪ ICC Building Inspector<br>▪ ICC Plans Examiner<br>▪ ICC Commercial Plumbing Inspector<br>▪ ICC Residential Plumbing Inspector<br>▪ ICC Plumbing Inspector<br>▪ IAPMO Plumbing Inspector<br>▪ IAPMO Mechanical Inspector | **Building plan review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety. |
| **Daren Raskin, PE**<br>*Supervising Plan Check Engineer/Plan Check Manager* | ▪ California Professional Engineer, CE#57577<br>▪ ICC Plans Examiner | **Building plan review:** Structural, architectural, plumbing, mechanical, electrical, energy, green building, accessibility, residential, and commercial. |
| **Aaron Cowen, PE**<br>*Plan Check Engineer* | ▪ California Professional Engineer, CE#58878<br>▪ ICC Plans Examiner | **Building plan review:** Structural, architectural, plumbing, mechanical, electrical, energy, green building, accessibility, residential, and commercial. |
| **Arne Lovnaseth, CASp**<br>*Plan Check Architect* | ▪ California Licensed Architect<br>▪ CASp Certified FFPA Plan Check Certificate<br>▪ ICC Certified Plans Examiner | **Building plan review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety. |
| **Rouhi El-Rabaa, EIT**<br>*Plans Examiner II* | ▪ ICC Plan Examiner<br>▪ EIT Certification | **Building plan review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety. |
| **Christian Mui, EIT**<br>*Plans Examiner* | ▪ EIT<br>▪ ICC Plan Examiner | **Building plan review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety. |

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| | | |
|---|---|---|
| **Dana Reed, CASp**<br>*Deputy Building Official* | ▪ CASp Certified FFPA Plan Check Certificate<br>▪ ICC Certified Plans Examiner | **Building plan review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety, OSHPD III. |
| **Ricardo Guzman, PE, SE**<br>*Plan Check Engineer* | ▪ Structural Engineer, California #1833<br>▪ Civil Engineer, California #21238 | **Building plan review:** Structural, architectural, plumbing, mechanical, electrical, energy, green building, accessibility, residential, and commercial. |
| **Michael Zabala, CBO**<br>*Deputy Building Official* | ▪ ICC Building Official<br>▪ ICC Plan Examiner<br>▪ ICC Plumbing Inspector<br>▪ ICC Building Inspector | **Building plan review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety. |
| **John Hidalgo**<br>*Landscape Architect/Plan Review* | ▪ Landscape Architect, California, No. 3551<br>▪ Landscape Architect, Nevada, No. 788<br>▪ Licensed Contractor, California C-27, No. 713613 | **Landscape plan review:** Landscape architectural reviews. |
| **Bryan Nguyen, RLA**<br>*Landscape Architect/Plan Review* | ▪ Landscape Architect, California No. 4967<br>▪ Landscape Architect, Nevada No. 757<br>▪ Certificate of Completion for MWELO | **Landscape plan review:** Landscape architectural reviews. |
| **Building Inspection** | | |
| **Martin True, BI**<br>*Sr. Building Inspector* | ▪ ICC Certified Commercial Building Inspector<br>▪ ICC Certified Combination Dwelling Inspector<br>▪ ICC Certified Reinforced Concrete Special Inspector<br>▪ ACI Certified Concrete Field-Testing Technician Grade 1 | **Building Inspection:** Multi-story office buildings, commercial buildings, retail outlets, single-family, medical facilities, educational facilities and multi-family residential developments. |
| **Alan Ryzner, BI**<br>*Sr. Building Inspector* | ▪ ICC Building Inspector<br>▪ ICC Plumbing Inspector<br>▪ ICC Mechanical Inspector<br>▪ ICC Electrical Inspector<br>▪ ICC Combination Inspector<br>▪ IAPMO Mechanical Inspector | **Building Inspection:** Multi-story office buildings, commercial buildings, retail outlets, single-family, medical facilities, educational facilities and multi-family residential developments. |
| **Robert Houts, BI**<br>*Sr. Building Inspector* | ▪ ICC Building Inspector<br>▪ ICC Housing/Property Maintenance<br>▪ PC 832<br>▪ CALBO Post Disaster Safety Assessment Certificate<br>▪ CACEO/SCACEO | **Building Inspection:** Multi-story office buildings, commercial buildings, retail outlets, single-family, medical facilities, educational facilities and multi-family residential developments. |
| **Permit Technician** | | |
| ***Sharon Barrett***<br>*Sr. Permit Counter Technician* | ▪ ICC Certified Permit Technician | **Permit Technician:** Building department counter coverage, answer phone calls, respond to inquiries, issue permits. |
| **Leslee Starling**<br>*Sr. Permit Counter Technician* | ▪ ICC Certified Permit Technician | **Permit Technician:** Building department counter coverage, answer phone calls, respond to inquiries, issue permits. |

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# Statement of Understanding/Approach

## WORK PLAN

When it comes to serving the residents of the City of Banning community, Willdan sees our role as that of facilitator and guide—helping the City's customers in getting through the review, permitting, and inspection process—rather than leaving the applicant in a bind in obtaining or signing off permits. We understand that the process of complying with the various codes, standards, regulations and laws can be a formidable and daunting undertaking—for even the most seasoned design or construction professional. Furthermore, an understanding of the complexity associated with processing private development applications and the sometimes-competing interests is essential to exceptional customer service. Competing interests include, but are not limited to, creating a sense of place, achieving economic development objectives, ease of maintenance, and assuring the City will be as satisfied with the infrastructure on day one as 20 years from "day one." Common sense decision making and technical analysis in interpreting the intent of regulatory guidelines are significant strengths Willdan staff brings to the City.

Our proven approach is based on over 40 years of experience and incorporates features enhancing the efficiency and quality of the following services:



Building Offiicial Services



Building & Landscape Plan Check Services



Electronic Plan Review



Inspection Services



CASp Services



Permit Counter Technician

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## SCOPE OF WORK

### Building Official Services




Our proposed Building Official, Mr. Patrick Johnson, PE, CBO, will oversee all plan checking, building inspections and permit counter technician services, and will act as the City's representative on building-related matters. He will be scheduled on-site five to ten (5 -10) hours per week and will be available by phone and email during regular City Hall business hours. Responsibilities include, but are not limited to:

- Function as the Building Official as set forth in the California Building Code, in other City adopted building codes, ordinance Municipal Code, and as specified in Federal and State law.
- Issue Certificates of Use and Occupancy for building and structures.
- Assist in the coordination and oversight of the building permit, building inspection, building counter and building code enforcement services so that they function as one building and safety organization.
- Maintain, amend and develop ordinances and regulations necessary to implement and enforce the latest editions of the California Building Code, including any and all related Codes, or other uniform safety codes, laws, or regulations as adopted or amended by the City deemed necessary by the City to protect the health safety and welfare of its citizens.
- Prepare building and safety code violation cases for submittal to the City Attorney's office when prosecution action is necessary to obtain compliance with existing codes and regulations.
- Quality control review of building inspections.
- Resolution of resident inquiries and complaints.
- Make determination on the approval and use of alternative materials and methods of construction.
- Assist in the administration and processing of complex Building Code issues and dispute resolution, including making final interpretations concerning the application of building and safety codes.
- Contribute the necessary resources to the configuration, implementation and on- going support of an automated permitting system
- Review discretionary applications for preliminary compliance with construction codes.
- Coordinate with Code Enforcement regarding abatement program.
- Review and update the Building/Safety Procedures Manual.
- Monthly Reporting of Building and Safety Activities as well as reports required for fee collection and other reports required by the State of California or other government agencies.
- Review Planning Commission & City Council staff reports related to Building & Safety items (as needed).
- Periodic attendance at Planning Commission and City Council meetings (as needed).
- Provide emergency and after-hours inspection and reports of damaged properties or structures.

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- Meet with developers, homeowners, business owners, architects, engineers and the general public at the City or in the field, as the need dictates, to resolve grievance and/or respond to questions and ensure timely project processing in compliance with Federal, State and City laws and ordinances.

## Building Plan Review Services



Willdan Engineering presently provides Building and Safety services to a number of municipalities and jurisdictions throughout Southern, Central, and Northern California. In this capacity, we provide a full range of services including plan review, permit issuance, inspection, code enforcement, counter technician and Building Official services. We service client needs from an occasional overload plan review to staffing an entire Building Division. Willdan has gained a great deal of municipal insight and expertise in serving our extensive clientele over the years. We have performed plan review and inspection on projects ranging from single family residential additions to complex high rise towers (including hotels and casinos), parking structures, medical facilities and industrial centers.

> *"We really appreciate Willdan's timely responses and professional advice to our questions and concerns related to plan check comments and general code issues. Willdan's professionalism and knowledge of the plan check process was immensely helpful in cutting cost and schedule. It has been really great to work with Willdan and we hope we will keep working with them for future work."*
>
> ***Inkon Kim, PhD, LEED AP***
> ***HPA, Inc.***

Willdan's plans examiners are ICC certified plans examiners, CASp certified, licensed architects, and/or registered engineers.

Willdan's experience and strength in building and safety encompasses the complete range of technical disciplines, that is, structural engineering plan check, fire-life safety, electrical, plumbing and mechanical codes, the Title 24 codes, as well as local amendments to the adopted codes. We have extensive experience with the California Green Building Standards Code. **Willdan staff attends classes and seminars on a regular basis to uphold an up-to-date comprehension of all code requirements and to maintain current at no expense to our clients.**

All building plans will be examined for compliance with the City's adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable City Ordinances. Plan review for Disabled Access Compliance will include a review of precise grading plans.

All plan check will include compliance with code requirements as well as an overview of the application package for other applicable requirements such as approvals from other local agencies and districts and coordination with other City departments. All plan review will comply with the City's directives, codes and policies.

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Plan check will include a review of any or all of the following design elements as determined by the City:

- **Architectural**
- **Fire/Life-safety**
- **Plumbing**
- **Mechanical**
- **Structural**
- **Electrical**
- **Energy Conservation Regulations (Title 24)**
- **Disabled Access Regulations (CBC)**
- **Green Building Standards**
- **CASp**

Willdan will provide two complete typewritten plan check letters which outline the documents reviewed, instructions to the applicant regarding the processing of documents, and a listing of plan check comments. The plan check comments will refer to appropriate sheets, details or calculation pages and the code section of concern. Comments shall specify the apparent code violation. At the City's discretion, plan check comments, plans and documents will be returned directly to the designers until such time as plans are approved.

**Willdan staff will pick up plans from City Hall and/or provide delivery service at no additional cost to the City**. We will supply the City with plan bags and shipping labels as well as Willdan's FedEx and OnTrac account numbers.

**Plan review status can be accessed 24 hours a day** by going to our website (http://willdan.com/new/clientLinks.aspx#planreview) and entering either the plan check/permit number, or the project site address. This service is provided for applicants, designers, engineers, and City staff.

Our plan checkers will schedule meetings during work hours to discuss and clarify plan check issues with designers, owners and contractors. Resolutions of code issues may also be accomplished by telephone and/or email as well as scheduled meetings prior to resubmitting corrected plans and documents. We will respond to inquiries from applicants within one day.

**ELECTRONIC PLAN REVIEW**

*"Working with Willdan speeds up the installation of solar. They have quick and efficient plan reviews through an electronic review process. Complete Solar is happy to continue to work with Willdan on a regular basis."*

***Sarah Prado, Agent***
***Complete Solar***

Willdan has long had the ability to provide plan review services electronically, at no additional cost to the City or applicants. The many advantages of our "tree-saving" electronic plan review process includes the elimination of the need for additional computer software or hardware–only an Internet connection is necessary. Electronic plan review services are provided at the request of the applicant or the agency we serve. Submittals are accepted in PDF format and reviewed in Bluebeam. Willdan will review plans and has the ability to transmit the redlined plans back to the applicant or designer via the website, along with the plan review comment sheet.

This service allows for on-line collaboration between the City, designer and plans examiner to facilitate a complete understanding of plan review comments and can reduce shipping, printing and timelines for plan review processing for the applicant.

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## Building Inspection Services



Our inspectors are ICC certified and fully experienced to perform residential, commercial and industrial inspections for compliance to the approved plans and related documents. The inspections will be performed in accordance with the City's adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the State and Federal regulations for Accessibility, Noise and Energy Conservation, California Fire Code and provisions of Title 19 and NFPA.

Inspection staff will be available to meet with City staff, builders, developers, and citizens to provide assistance and resolve any inspection issues that may arise. Inspectors shall attend and participate in required meetings with other City inspection and plan review staff, property owners, contractors and/or design professionals.

Inspectors will review the permit package to verify that the on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other requirements that may be applicable. Inspectors will comply with the City's procedures for reporting inspection results, use City inspection correction forms, make appropriate entries onto the permit documents, and follow City procedures prior to finalizing a building permit.

Willdan will verify that all inspection records, including daily records of what was inspected which will be recorded on the job card, and permit copy entered into the City's Building and Safety computer system. We will employ such techniques as necessary to minimize delays to builders and provide helpful advice and counsel to builders, owners, engineers and architects as to enhance the orderly flow of the construction process yet maintaining an effective level of enforcement. Inspectors shall ensure that any construction changes are documented and approved by appropriate City staff.

### CASp SERVICES



Willdan can provide CASp certified inspectors to the City as required by **Senate Bill No. 1608,** specifically **CHAPTER 549** which reads as follows:

> *(d) (1) Commencing July 1, 2010, a local agency shall employ or retain at least one building inspector who is a certified access specialist. The certified access specialist shall provide consultation to the local agency, permit applicants, and members of the public on compliance with state construction-related accessibility standards with respect to inspections of a place of public accommodation that relate to permitting, plan checks, or new construction, including, but not limited to, inspections relating to tenant improvements that may impact access. If a local agency employs or retains two or more certified access specialists to comply with this subdivision, at least one-half of the certified access specialists shall be building inspectors who are certified access specialists.*

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## Permit Technician Services



Under the supervision of the Building Official, our provided permit technician will provide customer-friendly public counter service. Using the City's permitting software system for plan check tracking, permit issuance and report generation, Willdan provides quick, efficient service at the counter. Our knowledgeable staff, who always understand that this may be the first time that a citizen is applying for a permit, have the ability to help all applicants, from the least knowledgeable applicant for a simple home remodel to experienced owners who have many years of development experience. Our goal is to make sure that every applicant feels that we have answered their questions and met their needs. The designated permit technician will provide counter services during City Hall hours.

Our building counter services include but are not limited to:

- Customer support at the counter and over the phone
- Permit application review to ensure completeness and accuracy
- Fee calculation
- Building permit processing and issuance
- Public assistance in completing permit applications
- Verification that projects have obtained all necessary approvals prior to permit issuance
- Applicant notification when construction documents and/or permits are ready for pick-up or issuance
- Coordination and routing of construction documents to the appropriate City staff for plan review and approval
- Resolution of resident inquires, complaints
- Plan review monitoring, to ensure turnaround times and standards are being met
- Records maintenance, document preparation for storage and or imaging

## Landscape Design Plan Review



Willdan offers a full complement of landscape architectural services, including WELO landscape plan reviews. In developing quality project plans, our landscape architects apply their knowledge in site analysis, user-need programming, site design, urban and street beautification design, landscape preservation, water conservation, and arboriculture. These combined services provide additional insight for plan reviews since they require attention to detail, emphasis on project completeness, and enhanced understanding of the combined overall project scope. Landscape plan review includes but is not limited to:

- Review of preliminary and final landscaping plans for commercial, residential and civic developments
- Review of landscape irrigation plans and specifications per the Banning Municipal Code, IA standards and ET requirements

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- Review of landscape planting plans per Banning Municipal Code, WUCOLS (Water Use Classification of Landscape Species), Sunset Zone (on the edge of Zone 18) and proper planting location
- Verify MAWA (Maximum Allowable Water Allowance)
- Review line of sight conditions

## Schedules

**Plan Check/Inspection**

Expedited plan review can be provided at the City's request. Average turnaround times are delineated below but can be adjusted when necessary.

| TYPE OF PROJECT | INITIAL PLAN CHECK | SUBSEQUENT PLAN CHECKS |
|---|---|---|
| Residential/Commercial Plans | 8 – 10 working days | 5 working days |
| Solar Plans | 2 – 3 working days | 1 – 2 working days |
| Preliminary Landscape Design Plans | 10 working days | |
| Final Landscape Design Plans | 10 – 12 working days | 8 working days |
| Minor Plans and Single-Story Additions | 3 working days (over the counter) | 1 working day (over the counter) |
| | | |
| Building Inspection | Following work day if request is received before 4:00pm | |

## City Staff Roles

Permanent City staff will fill their respective. Willdan staff will work alongside City staff as one cohesive group with a common purpose and task. There will be no discernable difference between Willdan and City staff except as follows: City staff will solely be responsible for enforcing City General Plan requirements, public works and Municipal Code requirements not included in the scope of responsibility outlined in this proposal and subsequent agreement. City staff is also responsible for management related to the personnel matters of their staff respectively; Willdan Building staff will not be responsible for inter-City personnel issues or the implementation of City-wide decisions and directives that come directly from City management or elected officials as they relate to City staff. Willdan staff will respect and implement the decisions of City management, as directed, and the laws made within the City as they relate to the aforementioned departmental tasks only and municipal law as voted upon by City elected officials. Willdan staff and management does not approve leave requests for City employees or make direct decisions regarding City staff personnel matters. Willdan management staff will manage the department as directed but will not be making direct staffing decisions for the City public employees.

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**EXHIBIT "B"**
**SPECIAL REQUIREMENTS**
**(Superseding Contract Boilerplate)**

**None**

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# EXHIBIT "C"
# COMPENSATION SCHEDULE

**I. Consultant shall perform the following tasks ("Tasks") at the following rates**

| | SERVICE DESCRIPTION | FEE SCHEDULE |
|---|---|---|
| 1. | *Plan Review (hourly)* | $130/hr |
| 2. | *Building Official Services* | $135/hr |
| 3. | *Landscape Design Plan Review* | $130/hr |
| 4. | *Inspection Services* | $ 90/hr |
| 5. | *CASp Services* | $115/hr |
| 6. | *Permit Technician Services* | $ 65/hr |

**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. The City will compensate Consultant for the services performed upon submission of a valid invoice. Each invoice is to include:**

**A.** Line items for all materials and equipment properly charged to the services.

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

**C.** Line items for all approved sub-consultant labor, supplies, equipment, materials, and travel properly charged to the services.

**The total compensation for services shall not exceed $1,470,960.00 as provided in Section 2.1 of this Agreement.**

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**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (C00608) FOR BUILDING AND SAFETY STAFFING, PLAN CHECK, INSPECTIONS AND LANDSCAPE DESIGN REVIEW SERVICES BY AND BETWEEN CITY OF BANNING AND WILLDAN ENGINEERING.**

**THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES** ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and Willdan Engineering, a California Limited Liability Partnership ("Consultant") is effective as of this day: January 25, 2022.

## RECITALS

A. City and Consultant entered into that certain Agreement for Professional Services dated September 25, 2019 ("Agreement") whereby Consultant agreed to provide Building and Safety staffing, Plan Check, Inspections and Landscape Design Review Services.

B. On January 25, 2022, City Council adopted Resolution No. 2022-09 for the approval of Amendment No. 1 to increase the contract value to in an amount that shall not exceed Two-Million, One-Hundred and Eight-Five Thousand, Eight-Hundred and Sixty-Two Dollars and Fifty Cents ($2,185,862.50), for the reminder of the three (3) year contract term.

## TERMS

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

(a) Section 2.1 – "Contract Sum" of the Agreement is amended to provide the Consultant's a new contract total that shall not exceed Two-Million, One-Hundred and Eight-Five Thousand, Eight-Hundred and Sixty-Two Dollars and Fifty Cents ($2,185,862.50).

**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 No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Professional Services Agreement.

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

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events

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that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

3. **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.

4. **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 Agreement, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other Agreement to which said party is bound.

**[SIGNATURES ON FOLLOWING PAGE]**

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**IN WITNESS WHEREOF** the Parties hereto have executed this Amendment No. 1 to the Agreement the day and year first hereinabove written.

CITY OF BANNING

DocuSigned by:
Doug Schulze 4/19/2022
0AD14BA217CE497...

Douglas Schulze, Date
City Manager

ATTEST:

DocuSigned by:
4/19/2022
72C57B436CA24C7...

Caroline Patton Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

DocuSigned by:
KEVIN G ENNIS 4/19/2022
940BF72E964348C...

Kevin G. Ennis, Esq., Date
City Attorney

CONSULTANT

DocuSigned by:
Patrick Johnson 4/14/2022
30D19243FC9F45C...

NAME: Patrick Johnson Date
TITLE: Director – Building & Safety

NAME: Date
TITLE:

95-2295858

Tax ID No.

Address:
2401 E. Katella Ave., Suite 300
Anaheim, CA 92806

City Council Approval:
January 25, 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:** Adam Rush, Community Development Director

**MEETING DATE:** January 25, 2022

**SUBJECT:** Resolution 2022-09, Approving Amendment No. 4 to the Professional Services Agreement (PSA C00608) with Willdan Engineering for Building and Safety Plan Check and Landscape Design Review Services

---

## RECOMMENDATION:

That City Council adopt Resolution 2022-09, approving Amendment No. 4 to the Professional Services Agreement for Building and Safety Plan Check and Landscape Design Review Services between the City of Banning and Willdan Engineering through September of 2022 in an amount not to exceed $2,185,862.50 over the three (3) year term.

## BACKGROUND:

Willdan Engineering, Inc. has provided Building & Safety staffing, plan check, and inspection services since October of 2019. As permit activity in the City has exceeded expectations, additional labor hours and staffing resources are necessary to keep pace with development activity.

In addition, the City has exercised the optional services under the original contract with Willdan, these specifically being landscape plan check and inspection services and Geographic Information Services (GIS).

## JUSTIFICATION:

The engagement of these additional services has increased the contract amount above the previously approved financial limits set by the City Council. As such, additional commitment of resources is required; however, all of the Willdan fees are considered a "pass-through" as costs are reimbursed through developer review fees on the plans and permits submitted to the City.

## FISCAL IMPACT:

The existing contracted amount is for $ 490,320.00 per year, through September of 2022. Staff requests an $714,902.50, that will cover approximately $97,252.50 in current

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payments due and providing approximately $617,300.00 for anticipated invoices due and approximately $30,000.00 in contingency funding:

| **Services:** | **Estimated Amount** |
|---|---|
| Building & Safety Staffing/Inspections | $405,000 |
| Dedicated Tri-Pointe Inspections | $180,000 |
| GIS Services | $3,000.00 |
| Contingency | $30,000.00 |

## ALTERNATIVES:

1. Approve Resolution 2022-09 as recommended.
2. Approve Resolution 2022-09 with modifications.
3. Do not approve and direct staff to prepare and issue a RFP.

## ATTACHMENT:

1. Resolution 2022-09
   https://banningca.gov/DocumentCenter/View/10019/Att-1-Resolution-2022-09

Approved by:

Douglas Schulze
City Manager

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# RESOLUTION 2022-09

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT (PSA C00608) WILLDAN ENGINEERING FOR BUILDING AND SAFETY PLAN CHECK AND LANDSCAPE DESIGN REVIEW SERVICES

**WHEREAS,** on June 23, 2015, the City Council approved a Professional Services Agreement with Charles Abbott and Associates ("CAA") to provide Building and Safety Plan Check and Design Review Services to the City of Banning.

**WHEREAS,** on April 10, 2018 the City Council approved the fifth and final contract with Charles Abbott and Associates to provide Building and Safety Plan Check and Design Review Services to the City of Banning.

**WHEREAS,** on June 30, 2019 the fifth contract amendment expired between the City of Banning and Charles Abbott and Associates (the "Parties").

**WHEREAS,** on July 9, 2019 the Parties mutually agreed to continue services, under Contract Amendment No. 5, pending City Council approval of Contract Amendment No. 6; which was being drafted for the August 27, 2019 City Council Meeting.

**WHEREAS,** on August 6, 2019 Charles Abbott and Associates transmitted, in writing, a sixty-day contract termination notice to the City of Banning which concluded their services on October 4, 2019.

**WHEREAS,** on August 16, 2019 the City issued a Request for Proposal (RFP) for Building and Safety Plan Check and Landscape Review Services. The RFP proposal responses were due on September 4, 2019.

**WHEREAS**, on September 13, 2019 the City scored all the proposals and determined that Willdan Engineering submitted a responsive and responsible proposal and has received the highest score out of the eight proposals received by the City.

**WHEREAS**, Willdan Engineering will provide the highest and best value to the City, its residents, customers, and patrons through a combination of experience, hourly rates, and overall ability to provide the services requested through the City's RFP.

**WHEREAS,** on September 24, 2019 the City adopted a contract with Willdan Engineering, Inc. for a three year term, with two, one-year extensions.

**WHEREAS,** City and Willdan Engineering ("Consultant") now desire to amend the Professional Services Agreement to increase the amount The City and Consultant wish to include compensation for building and safety plan check and landscape design review

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services in an amount not-to-exceed ONE MILLION, FOUR HUNDRED AND SEVENTY THOUSAND, NINE HUNDRED AND SIXTY DOLLARS ($2,185,862.50) for a three-year term.

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

SECTION 1. The Banning City Council adopts Resolution 2022-09 approving a Professional Services Agreement with Willdan Engineering, in an amount not-to-exceed $2,185,862.50 for Building and Safety Plan Check and Landscape Design Review Services in the City of Banning for Fiscal Year 2021/2022.

SECTION 2. The City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to this services agreement.

SECTION 3. The City Manager or his designee is authorized to execute the Professional Services Agreement with Willdan Engineering, in an amount not-to-exceed $2,185,862.50 for a three-year term, to provide Building and Safety Plan Check and Landscape Design Review Services to the City of Banning.

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

**PASSED, APPROVED AND ADOPTED** this 25th day of January, 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 2022-09 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 25th day of January 2022.

AYES: Hamlin, Happe, Pingree, Sanchez, and Wallace.

NOES:

ABSTAIN:

ABSENT:

Caroline Patton, Deputy City Clerk
City of Banning, California

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# PROFESSIONAL SERVICES AGREEMENT (C00608)

# FOR BUILDING AND SAFETY PLAN CHECK & LANDSCAPE DESIGN REVIEW SERVICES

**By and Between**

**THE CITY OF BANNING**

**and**

**WILLDAN ENGINEERING,**

**a California corporation**

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**AGREEMENT FOR PROFESSIONAL SERVICES (C00608) FOR BUILDING AND SAFETY PLAN CHECK & LANDSCAPE DESIGN REVIEW SERVICES BY AND BETWEEN CITY OF BANNING AND WILLDAN ENGINEERING**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day of: 9/25/2019 by and between the **CITY OF BANNING, a municipal corporation** ("City") and **WILLDAN ENGINEERING, a California corporation** ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties.".

## RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids (RFP No. 19-045), the performance of the building and safety plan check & landscape design review services prepared in connection therewith, and as further defined and described particularly in Article 1 of this Agreement.

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

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

D. The Parties desire to formalize the selection of 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.

## 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 CONSULTANT

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 to building and safety plan check & landscape design review. 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

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performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

This Agreement shall, in addition to the Scope of Services provided in Exhibit "A", include the Request for Proposal or Invitation for Bids ("Contract Documents"), which are incorporated herein by this reference as though fully set forth herein. This Agreement shall also include the Consultant's accepted bid proposal ("Accepted Bid"), which is attached hereto as Exhibit "A-1" and incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or this Agreement, the terms of the Contract Documents shall govern over the Accepted Bid, and the terms of this Agreement shall govern over both the Contract Documents and the Accepted Bid.

1.3 Compliance with Law.

Consultant 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.

Consultant 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. 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 arise from or are necessary for the Consultant's performance of the services required by this Agreement, and Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against all such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

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, 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 there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

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1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 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 work beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer (as defined in Section 4.3, infra) to the Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1, infra), and/or (ii) the Schedule of Performance, (as defined in Section 3.2, infra), and which written order is approved in writing by the Consultant. Any increase in compensation of up to five percent (5%) 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 Consultant that the provisions of this Section 1.8 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 desk, 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 computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

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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.

**ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit "C". The total compensation, including reimbursement for actual expenses, shall not exceed ONE MILLION, FOUR HUNDRED AND SEVENTY THOUSAND, NINE HUNDRED AND SIXTY DOLLARS ($1,470,960.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

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, unless Additional Services are approved per Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in Exhibit "C", 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 Exhibit "C".

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-consultant expenses if an approved sub-consultant pursuant to Section 4.5, and only if specified in Exhibit "C". The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Exhibit "C". 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.

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City may independently review each invoice submitted by the Consultant to determine whether the work 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 work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3. 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 the City of any invoice provided by the Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

The 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 work 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-consultant labor, supplies, equipment, materials, and travel properly charged to the services.

2.5 Waiver.

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

## ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

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 Exhibit "A" and incorporated herein by this reference. When requested by the Consultant, extensions of the time period(s) specified in Exhibit "A" ("Schedule of Performance") may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively, as set forth in Section 1.8, above.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to

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unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the 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, above. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, the term of this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, with the option to extend for two (2) additional years. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

## ARTICLE 4. COORDINATION OF WORK

4.1 Principals of Consultant.

The following representatives and personnel of Consultant (Principals) are hereby designated as being the Principals of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Patrick Johnson, PE, CBO, Director of Building and Safety

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Principals 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 Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-consultants, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and sub-consultants, 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-consultant of Consultant, Consultant shall, immediately upon receipt of a written reassign notice from City which requests such a reassignment, reassign such person or persons.

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4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the 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 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 Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

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Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

## ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Throughout the life of this Agreement, Consultant 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. The following policies of insurance are required:

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

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

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

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

$2,000,000 general aggregate

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

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

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

(v) PROFESSIONAL LIABILITY Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession, with limits of liability of $1,000,000 per claim/occurrence and $1,000,000 policy aggregate.

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In the event Consultant 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 Consultant 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.

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

Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its Council members, officers, officials, employees and agents; or (ii) Consultant 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, Consultant 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 Schedule of Performance for the work to be performed for City, Consultant 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 Consultant's insurance shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. 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 Consultant 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 Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

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If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.

2. Insurance must be maintained and evidence of insurance must be provided for at least three years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a three-year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of three years following the expiration or termination of the Agreement.

4. A copy of the claims reporting requirements must be submitted to City for review.

5. These requirements shall survive expiration or termination of the Agreement.

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

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

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

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

5.3 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnity.

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, 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 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, 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' passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim 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.

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 B.2).

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 arise out of, are claimed to arise out of, pertain to, or

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relate to the 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 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 Section, 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 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. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

## ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require sub-consultants 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 documents 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 records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 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 the City is greatly concerned about the cost of work and 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

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will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, sub-consultants 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 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 documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, revise or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-consultants shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 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-consultants, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or sub-consultant 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 attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City in writing should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for

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admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent 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 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 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.

7.2 Disputes; Default.

In the event that City determines Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant 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 Consultant 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 Consultant'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.

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 are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) 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 (iii) all payments due or that become due to Consultant during the period that Consultant or any of its subcontractors 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 5.2, 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

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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 Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by 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.

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. 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.

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 Consultant 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. The City may withhold from any monies payable on account of services performed by the Consultant 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 7.9 for termination for default of Consultant. The City reserves

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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 the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the 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 the City, the period of notice may be such shorter time as the 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 the Consultant has initiated termination, the 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 Exhibit "A-1" or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the 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 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the 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 the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as provided in Section 7.3.

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 the Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, 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 Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

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8.2 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-consultant 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 the City shall have any financial interest, direct or indirect, 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. The 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.

8.3 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.

8.4 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 work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, 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 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication 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,

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Banning, CA 92220 and in the case of the Consultant, 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 Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Corporate Authority.

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

**[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 9/25/2019
0AD14BA217CE497...

Douglas Schulze, Date
City Manager

ATTEST:

DocuSigned by:
Laurie Sampson 9/25/2019
5857F664F42A405...

Laurie Sampson, Date
Acting Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

DocuSigned by:
Serita Young 9/25/2019
F3821C827AF84EF...

Serita Young Date
Assistant City Attorney

CONSULTANT

DocuSigned by:
Patrick Johnson 9/25/2019
30D19243F...

NAME: Patrick Johnson DATE
TITLE: Director - Building & Safety

NAME: DATE
TITLE:

95-2295858
Tax ID No.

Address:
2401 E. Katella Ave., Suite 300 Anaheim, CA 92806

**Two signatures are required if a corporation**

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# EXHIBIT "A"
# SCOPE OF SERVICES

**I. Consultant will perform the following services in connection with providing building and safety plan check & landscape design review services prepared in connection therewith:**

Consultant services – Consultant will provide personnel to act under the direction and supervision of the Community Development Director and the City's Building Official/Development Services Manager, in executing the scope of services referenced herein, and on behalf of the City.

## A. Building & Safety Services

These positions are responsible for all Building and Safety Services, counter assistance, permitting and development activities, inspection, and public inquiries, including, but not limited to:

1. Front counter support (City Hall) – Current City Hall hours are 8:00 a.m. to 5:00 p.m., Monday through Friday; however, City Hall business hours are subject to change. The Consultant shall include provisions for schedule change; subject to advanced and proper notice to the Consultant.
2. Building inspection – Field hours are 7:00 a.m. to 5:30 p.m., Monday through Friday.
3. Building permits and plan check/processing. Current City Hall hours are 8:00 a.m. to 5:00 p.m., Monday through Friday; however, City Hall business hours are subject to change. The Consultant shall include provisions for schedule change subject to advanced and proper notice to the Consultant.
4. Building Permit Plan Review Services; which include, but are not limited, to Building, Structural, Electrical, Plumbing, Mechanical, and Green Codes, ADA accessibility, grading, drainage, civil (streets, sewer, water, recycled water, and gas). Plan check shall also include the review and verification of compliance in Best Management Practices (BMP's) and NPDES storm water compliance (the City operates under the Municipal Storm Water (MS) – 4 permit under the Colorado Regional Water Quality Control Board (CRWQCB), located within the Whitewater watershed. At this time, fire code plan review will continue to be performed by Calfire. The consultant shall also include coordination with Banning Electric Utility (BEU) in compliance with the City's electric utility services.
5. Plan check monitoring/permit issuance for grading, building, electrical, mechanical and plumbing work, etc.
6. Inspection services for Structural, Electrical, Plumbing, Mechanical, and Green Codes, ADA accessibility, grading, erosion control, etc.
7. Monitor and respond to client/applicant/resident's inquiries, provide excellent customer service and resolve complaints to the greatest extent possible, under the supervision of the Building Official and Community Development Director.
8. Accept and respond to Public Records Act (PRA) request under the supervision of the City Clerk or her designee and the Community Development Director.

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9. Review and update the Building/Safety Procedures Manual.
10. Assist with permit audits from WRCOG, RCA, TUMF, and other external agencies as applicable.
11. Manage and issue permits associated with construction and demolition debris recycling; including, but not limited to asbestos and other applicable Hazardous Materials related matters.
12. Assist in Building Code enforcement and abatement; including stop work orders, permit suspension, and coordination with the Code Enforcement Department. **NOTE: Banning Code Enforcement Department is now under the supervision, direction, and management of the Banning Police Department (Chief Matthew Hamner).**
13. Prior preparation for and participation in the Planning Divisions' development review and Preliminary Application Committee (PAC) review process and procedures. During the periodic meetings, cases are reviewed by members of the Planning, Building, Engineering, Public Works, Fire, and Utility divisions of the City, and comments are given to the applicant's project team.
14. Prepare statistical reports, as needed, on permit issuance metrics for the City's Executive Management Team.
15. Responsible for the maintenance of building and permit records, including the preparation of permit and related documents for storage and/or imaging.

**B. Landscape Design Review and Plan Check Related Services**

1. Review Landscape Plan Cover Sheet and Title Block.
2. Review, plan check, and provide both written and redline corrections to customers Preliminary and Final Landscaping Plans ("working drawings") for commercial industrial, residential, and civic developments.
3. Consultant shall review both Preliminary and Final Landscape Plans concurrent with state law and local water efficiency landscape rules and ordinances.
4. Review, redline and/or approve Landscape Irrigation Plans (per the Banning Municipal Code), IA standards, and ET requirements.
5. Review, redline and/or approve Landscape Planting Plans (per Banning Municipal Code), WUCLOS & Sunset zones, and proper planting location.
6. Review, redline and/or approve Landscape Irrigation Details and Specifications. Landscape Planting Details and Specifications.
7. Verify Maximum Allowable Water Allowance (MAWA). "California Friendly" planting palette.
8. Review, redline and/or approve plans are aligned with the City of Banning Landscape Guidelines and Standards.

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9. Verify Maintenance Responsibility.

10. Review, redline and/or approve line of sight conditions (lines to be prepared by Civil Engineer).

11. Verify consistency with other planned improvements.

12. Verify Irrigation System is designed with velocities less than 5 feet per second (FPS) or 7 fps brass/copper.

| **Service** | **Time frame for Delivery** |
|---|---|
| Major plan check | 10 calendar days |
| Subsequent plan checks | 5 calendar days |
| Minor plan checks and single story homeowner additions | 3 days if submitted into plan check or over the counter during a designated time period each day |
| Building inspection | The following working day if request is received before 2 PM |
| Grading plan check | 10 calendar days |
| Subsequent grading plan checks | 7 calendar days |
| Grading Inspection | The following working day if request is received before 2 PM |
| Preliminary Landscaping Review | 10 calendar days for Preliminary (Conceptual) Landscape Plans |
| Final Landscape Plan Review (i.e., "working drawings) | 14 calendar days for Final Landscape Plans |
| Assistance at the public counter | Immediately during City Hall hours |
| Return of phone calls | Within 24-hours of receipt |
| Monthly statistical accounting | Completed at the end of each month |

**C. Included Duties, Responsibilities, and Information**

The consultant shall be responsible to ensure that all other Building and Safety duties and follow-up – not specifically mentioned in the table above – are performed in a timely and responsive manner.

The consultant shall be responsible to ensure all personnel assigned to the City of Banning have sufficient on-going training to perform their assigned duties. The consultant will be required to assist the City in any ISO audits that arise during the contract term. The consultant will also be required to furnish at least two copies of the latest adopted building code, including one copy to the City Clerk for the official City record and to keep those materials up to date. Consultant is advised that Section 15.12.010 of the municipal code states that no building permit fees are required for city owned buildings.

Consultant shall provide staff that are assigned to be at the City full-time, are customer-service oriented, and have experience with successfully managing multiple tasks, assignments and responsibilities. Consultant will ensure that it has assigned personnel – with contact and coverage

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information clearly communicated to the City – that are required to be available to respond to emergency situations that may require Building and Safety services at times when City Hall is closed for business.

The City is in the process of scanning and digitizing the catalog of old building plans and permits with the goal of maintaining only electronic versions of plans for projects that have been completed. There is a significant backlog of this material. Consultant will be required to utilize a City-provided scanner to scan copies of every plan in the catalog and attach the scanned files to the appropriate parcel in the land management software. This process must be completed during the first two years of the contract. In addition, Consultant will be required to obtain electronic copies of "As-Built" plans at the completion of each project and attaching the electronic files to the parcel in accordance with the City's records retention policy.

## I. CITY PROVIDED OFFICE SPACE AND EQUIPMENT

The City will provide only the following office space and equipment for use in performing building and safety services:

1. Use of office space at City Hall that is approximately the same square footage and configuration currently occupied by the Building & Safety Division
2. Use of approximately four (4) City office phones
3. Use of office furniture
4. Use of approximately four (4) City network computers with scanners
5. Copier, Scanner, Fax, filing, and other required office support as deemed reasonable by the Community Development Director; including consistent with the City's adopted Budget).

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**EXHIBIT "A-1"**
**CONSULTANT'S PROPOSAL**
**(pages 3-11)**

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## Key Personnel

We recognize that the City's departmental workload fluctuates. Willdan hires professionals in three categories – full-time, modified full-time, and part-time. Part-time staff may work up to 40 hours per week. Our proposed staff are qualified registered engineers, architects and ICC certified plans examiners, building and public works inspectors. All services will be provided from our local San Bernardino office, with additional resources employed company-wide as necessary. No subcontractors will be employed for these services to the City.

| Name/Title | Registrations/Certifications | Qualifications |
|---|---|---|
| **Management/Plan Review** | | |
| **Patrick Johnson, PE, CBO**<br>*Director/ Building Official* | ▪ Civil Engineer, California No. CE#67960<br>▪ Civil Engineer, Arizona No. 50435<br>▪ Civil Engineer, Colorado No. 43704<br>▪ ICC Plans Examiner<br>▪ ICC Building Inspector<br>▪ ICC Building Official | **On-Call Building Official Services** |
| **James Barrett, CBO**<br>*Project Manager* | ▪ ICC Building Official<br>▪ ICC Building Inspector | **Project Manager** |
| **Brian Gumpert, CBO**<br>*Sr. Plans Examiner* | ▪ ICC Building Official<br>▪ ICC Building Inspector<br>▪ ICC Plans Examiner<br>▪ ICC Commercial Plumbing Inspector<br>▪ ICC Residential Plumbing Inspector<br>▪ ICC Plumbing Inspector<br>▪ IAPMO Plumbing Inspector<br>▪ IAPMO Mechanical Inspector | **Building plan review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety. |
| **Daren Raskin, PE**<br>*Supervising Plan Check Engineer/Plan Check Manager* | ▪ California Professional Engineer, CE#57577<br>▪ ICC Plans Examiner | **Building plan review:** Structural, architectural, plumbing, mechanical, electrical, energy, green building, accessibility, residential, and commercial. |
| **Aaron Cowen, PE**<br>*Plan Check Engineer* | ▪ California Professional Engineer, CE#58878<br>▪ ICC Plans Examiner | **Building plan review:** Structural, architectural, plumbing, mechanical, electrical, energy, green building, accessibility, residential, and commercial. |
| **Arne Lovnaseth, CASp**<br>*Plan Check Architect* | ▪ California Licensed Architect<br>▪ CASp Certified FFPA Plan Check Certificate<br>▪ ICC Certified Plans Examiner | **Building plan review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety. |
| **Rouhi El-Rabaa, EIT**<br>*Plans Examiner II* | ▪ ICC Plan Examiner<br>▪ EIT Certification | **Building plan review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety. |
| **Christian Mui, EIT**<br>*Plans Examiner* | ▪ EIT<br>▪ ICC Plan Examiner | **Building plan review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety. |

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| | | |
|---|---|---|
| **Dana Reed, CASp**<br>*Deputy Building Official* | ▪ CASp Certified FFPA Plan Check Certificate<br>▪ ICC Certified Plans Examiner | **Building plan review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety, OSHPD III. |
| **Ricardo Guzman, PE, SE**<br>*Plan Check Engineer* | ▪ Structural Engineer, California #1833<br>▪ Civil Engineer, California #21238 | **Building plan review:** Structural, architectural, plumbing, mechanical, electrical, energy, green building, accessibility, residential, and commercial. |
| **Michael Zabala, CBO**<br>*Deputy Building Official* | ▪ ICC Building Official<br>▪ ICC Plan Examiner<br>▪ ICC Plumbing Inspector<br>▪ ICC Building Inspector | **Building plan review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety. |
| **John Hidalgo**<br>*Landscape Architect/Plan Review* | ▪ Landscape Architect, California, No. 3551<br>▪ Landscape Architect, Nevada, No. 788<br>▪ Licensed Contractor, California C-27, No. 713613 | **Landscape plan review:** Landscape architectural reviews. |
| **Bryan Nguyen, RLA**<br>*Landscape Architect/Plan Review* | ▪ Landscape Architect, California No. 4967<br>▪ Landscape Architect, Nevada No. 757<br>▪ Certificate of Completion for MWELO | **Landscape plan review:** Landscape architectural reviews. |
| **Building Inspection** | | |
| **Martin True, BI**<br>*Sr. Building Inspector* | ▪ ICC Certified Commercial Building Inspector<br>▪ ICC Certified Combination Dwelling Inspector<br>▪ ICC Certified Reinforced Concrete Special Inspector<br>▪ ACI Certified Concrete Field-Testing Technician Grade 1 | **Building Inspection:** Multi-story office buildings, commercial buildings, retail outlets, single-family, medical facilities, educational facilities and multi-family residential developments. |
| **Alan Ryzner, BI**<br>*Sr. Building Inspector* | ▪ ICC Building Inspector<br>▪ ICC Plumbing Inspector<br>▪ ICC Mechanical Inspector<br>▪ ICC Electrical Inspector<br>▪ ICC Combination Inspector<br>▪ IAPMO Mechanical Inspector | **Building Inspection:** Multi-story office buildings, commercial buildings, retail outlets, single-family, medical facilities, educational facilities and multi-family residential developments. |
| **Robert Houts, BI**<br>*Sr. Building Inspector* | ▪ ICC Building Inspector<br>▪ ICC Housing/Property Maintenance<br>▪ PC 832<br>▪ CALBO Post Disaster Safety Assessment Certificate<br>▪ CACEO/SCACEO | **Building Inspection:** Multi-story office buildings, commercial buildings, retail outlets, single-family, medical facilities, educational facilities and multi-family residential developments. |
| **Permit Technician** | | |
| ***Sharon Barrett***<br>*Sr. Permit Counter Technician* | ▪ ICC Certified Permit Technician | **Permit Technician:** Building department counter coverage, answer phone calls, respond to inquiries, issue permits. |
| **Leslee Starling**<br>*Sr. Permit Counter Technician* | ▪ ICC Certified Permit Technician | **Permit Technician:** Building department counter coverage, answer phone calls, respond to inquiries, issue permits. |

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# Statement of Understanding/Approach

## WORK PLAN

When it comes to serving the residents of the City of Banning community, Willdan sees our role as that of facilitator and guide—helping the City's customers in getting through the review, permitting, and inspection process—rather than leaving the applicant in a bind in obtaining or signing off permits. We understand that the process of complying with the various codes, standards, regulations and laws can be a formidable and daunting undertaking—for even the most seasoned design or construction professional. Furthermore, an understanding of the complexity associated with processing private development applications and the sometimes-competing interests is essential to exceptional customer service. Competing interests include, but are not limited to, creating a sense of place, achieving economic development objectives, ease of maintenance, and assuring the City will be as satisfied with the infrastructure on day one as 20 years from "day one." Common sense decision making and technical analysis in interpreting the intent of regulatory guidelines are significant strengths Willdan staff brings to the City.

Our proven approach is based on over 40 years of experience and incorporates features enhancing the efficiency and quality of the following services:



Building Offiicial Services



Building & Landscape Plan Check Services



Electronic Plan Review



Inspection Services



CASp Services



Permit Counter Technician

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## SCOPE OF WORK

### Building Official Services




Our proposed Building Official, Mr. Patrick Johnson, PE, CBO, will oversee all plan checking, building inspections and permit counter technician services, and will act as the City's representative on building-related matters. He will be scheduled on-site five to ten (5 -10) hours per week and will be available by phone and email during regular City Hall business hours. Responsibilities include, but are not limited to:

- Function as the Building Official as set forth in the California Building Code, in other City adopted building codes, ordinance Municipal Code, and as specified in Federal and State law.
- Issue Certificates of Use and Occupancy for building and structures.
- Assist in the coordination and oversight of the building permit, building inspection, building counter and building code enforcement services so that they function as one building and safety organization.
- Maintain, amend and develop ordinances and regulations necessary to implement and enforce the latest editions of the California Building Code, including any and all related Codes, or other uniform safety codes, laws, or regulations as adopted or amended by the City deemed necessary by the City to protect the health safety and welfare of its citizens.
- Prepare building and safety code violation cases for submittal to the City Attorney's office when prosecution action is necessary to obtain compliance with existing codes and regulations.
- Quality control review of building inspections.
- Resolution of resident inquiries and complaints.
- Make determination on the approval and use of alternative materials and methods of construction.
- Assist in the administration and processing of complex Building Code issues and dispute resolution, including making final interpretations concerning the application of building and safety codes.
- Contribute the necessary resources to the configuration, implementation and on- going support of an automated permitting system
- Review discretionary applications for preliminary compliance with construction codes.
- Coordinate with Code Enforcement regarding abatement program.
- Review and update the Building/Safety Procedures Manual.
- Monthly Reporting of Building and Safety Activities as well as reports required for fee collection and other reports required by the State of California or other government agencies.
- Review Planning Commission & City Council staff reports related to Building & Safety items (as needed).
- Periodic attendance at Planning Commission and City Council meetings (as needed).
- Provide emergency and after-hours inspection and reports of damaged properties or structures.

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- Meet with developers, homeowners, business owners, architects, engineers and the general public at the City or in the field, as the need dictates, to resolve grievance and/or respond to questions and ensure timely project processing in compliance with Federal, State and City laws and ordinances.

## Building Plan Review Services



Willdan Engineering presently provides Building and Safety services to a number of municipalities and jurisdictions throughout Southern, Central, and Northern California. In this capacity, we provide a full range of services including plan review, permit issuance, inspection, code enforcement, counter technician and Building Official services. We service client needs from an occasional overload plan review to staffing an entire Building Division. Willdan has gained a great deal of municipal insight and expertise in serving our extensive clientele over the years. We have performed plan review and inspection on projects ranging from single family residential additions to complex high rise towers (including hotels and casinos), parking structures, medical facilities and industrial centers.

> *"We really appreciate Willdan's timely responses and professional advice to our questions and concerns related to plan check comments and general code issues. Willdan's professionalism and knowledge of the plan check process was immensely helpful in cutting cost and schedule. It has been really great to work with Willdan and we hope we will keep working with them for future work."*
>
> ***Inkon Kim, PhD, LEED AP***
> ***HPA, Inc.***

Willdan's plans examiners are ICC certified plans examiners, CASp certified, licensed architects, and/or registered engineers.

Willdan's experience and strength in building and safety encompasses the complete range of technical disciplines, that is, structural engineering plan check, fire-life safety, electrical, plumbing and mechanical codes, the Title 24 codes, as well as local amendments to the adopted codes. We have extensive experience with the California Green Building Standards Code. **Willdan staff attends classes and seminars on a regular basis to uphold an up-to-date comprehension of all code requirements and to maintain current at no expense to our clients.**

All building plans will be examined for compliance with the City's adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable City Ordinances. Plan review for Disabled Access Compliance will include a review of precise grading plans.

All plan check will include compliance with code requirements as well as an overview of the application package for other applicable requirements such as approvals from other local agencies and districts and coordination with other City departments. All plan review will comply with the City's directives, codes and policies.

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Plan check will include a review of any or all of the following design elements as determined by the City:

- **Architectural**
- **Fire/Life-safety**
- **Plumbing**
- **Mechanical**
- **Structural**
- **Electrical**
- **Energy Conservation Regulations (Title 24)**
- **Disabled Access Regulations (CBC)**
- **Green Building Standards**
- **CASp**

Willdan will provide two complete typewritten plan check letters which outline the documents reviewed, instructions to the applicant regarding the processing of documents, and a listing of plan check comments. The plan check comments will refer to appropriate sheets, details or calculation pages and the code section of concern. Comments shall specify the apparent code violation. At the City's discretion, plan check comments, plans and documents will be returned directly to the designers until such time as plans are approved.

**Willdan staff will pick up plans from City Hall and/or provide delivery service at no additional cost to the City**. We will supply the City with plan bags and shipping labels as well as Willdan's FedEx and OnTrac account numbers.

**Plan review status can be accessed 24 hours a day** by going to our website (http://willdan.com/new/clientLinks.aspx#planreview) and entering either the plan check/permit number, or the project site address. This service is provided for applicants, designers, engineers, and City staff.

Our plan checkers will schedule meetings during work hours to discuss and clarify plan check issues with designers, owners and contractors. Resolutions of code issues may also be accomplished by telephone and/or email as well as scheduled meetings prior to resubmitting corrected plans and documents. We will respond to inquiries from applicants within one day.

**ELECTRONIC PLAN REVIEW**

*"Working with Willdan speeds up the installation of solar. They have quick and efficient plan reviews through an electronic review process. Complete Solar is happy to continue to work with Willdan on a regular basis."*

***Sarah Prado, Agent***
***Complete Solar***

Willdan has long had the ability to provide plan review services electronically, at no additional cost to the City or applicants. The many advantages of our "tree-saving" electronic plan review process includes the elimination of the need for additional computer software or hardware–only an Internet connection is necessary. Electronic plan review services are provided at the request of the applicant or the agency we serve. Submittals are accepted in PDF format and reviewed in Bluebeam. Willdan will review plans and has the ability to transmit the redlined plans back to the applicant or designer via the website, along with the plan review comment sheet.

This service allows for on-line collaboration between the City, designer and plans examiner to facilitate a complete understanding of plan review comments and can reduce shipping, printing and timelines for plan review processing for the applicant.

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## Building Inspection Services



Our inspectors are ICC certified and fully experienced to perform residential, commercial and industrial inspections for compliance to the approved plans and related documents. The inspections will be performed in accordance with the City's adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the State and Federal regulations for Accessibility, Noise and Energy Conservation, California Fire Code and provisions of Title 19 and NFPA.

Inspection staff will be available to meet with City staff, builders, developers, and citizens to provide assistance and resolve any inspection issues that may arise. Inspectors shall attend and participate in required meetings with other City inspection and plan review staff, property owners, contractors and/or design professionals.

Inspectors will review the permit package to verify that the on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other requirements that may be applicable. Inspectors will comply with the City's procedures for reporting inspection results, use City inspection correction forms, make appropriate entries onto the permit documents, and follow City procedures prior to finalizing a building permit.

Willdan will verify that all inspection records, including daily records of what was inspected which will be recorded on the job card, and permit copy entered into the City's Building and Safety computer system. We will employ such techniques as necessary to minimize delays to builders and provide helpful advice and counsel to builders, owners, engineers and architects as to enhance the orderly flow of the construction process yet maintaining an effective level of enforcement. Inspectors shall ensure that any construction changes are documented and approved by appropriate City staff.

### CASp SERVICES



Willdan can provide CASp certified inspectors to the City as required by **Senate Bill No. 1608,** specifically **CHAPTER 549** which reads as follows:

> *(d) (1) Commencing July 1, 2010, a local agency shall employ or retain at least one building inspector who is a certified access specialist. The certified access specialist shall provide consultation to the local agency, permit applicants, and members of the public on compliance with state construction-related accessibility standards with respect to inspections of a place of public accommodation that relate to permitting, plan checks, or new construction, including, but not limited to, inspections relating to tenant improvements that may impact access. If a local agency employs or retains two or more certified access specialists to comply with this subdivision, at least one-half of the certified access specialists shall be building inspectors who are certified access specialists.*

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## Permit Technician Services



Under the supervision of the Building Official, our provided permit technician will provide customer-friendly public counter service. Using the City's permitting software system for plan check tracking, permit issuance and report generation, Willdan provides quick, efficient service at the counter. Our knowledgeable staff, who always understand that this may be the first time that a citizen is applying for a permit, have the ability to help all applicants, from the least knowledgeable applicant for a simple home remodel to experienced owners who have many years of development experience. Our goal is to make sure that every applicant feels that we have answered their questions and met their needs. The designated permit technician will provide counter services during City Hall hours.

Our building counter services include but are not limited to:

- Customer support at the counter and over the phone
- Permit application review to ensure completeness and accuracy
- Fee calculation
- Building permit processing and issuance
- Public assistance in completing permit applications
- Verification that projects have obtained all necessary approvals prior to permit issuance
- Applicant notification when construction documents and/or permits are ready for pick-up or issuance
- Coordination and routing of construction documents to the appropriate City staff for plan review and approval
- Resolution of resident inquires, complaints
- Plan review monitoring, to ensure turnaround times and standards are being met
- Records maintenance, document preparation for storage and or imaging

## Landscape Design Plan Review



Willdan offers a full complement of landscape architectural services, including WELO landscape plan reviews. In developing quality project plans, our landscape architects apply their knowledge in site analysis, user-need programming, site design, urban and street beautification design, landscape preservation, water conservation, and arboriculture. These combined services provide additional insight for plan reviews since they require attention to detail, emphasis on project completeness, and enhanced understanding of the combined overall project scope. Landscape plan review includes but is not limited to:

- Review of preliminary and final landscaping plans for commercial, residential and civic developments
- Review of landscape irrigation plans and specifications per the Banning Municipal Code, IA standards and ET requirements

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- Review of landscape planting plans per Banning Municipal Code, WUCOLS (Water Use Classification of Landscape Species), Sunset Zone (on the edge of Zone 18) and proper planting location
- Verify MAWA (Maximum Allowable Water Allowance)
- Review line of sight conditions

## Schedules

**Plan Check/Inspection**

Expedited plan review can be provided at the City's request. Average turnaround times are delineated below but can be adjusted when necessary.

| TYPE OF PROJECT | INITIAL PLAN CHECK | SUBSEQUENT PLAN CHECKS |
|---|---|---|
| Residential/Commercial Plans | 8 – 10 working days | 5 working days |
| Solar Plans | 2 – 3 working days | 1 – 2 working days |
| Preliminary Landscape Design Plans | 10 working days | |
| Final Landscape Design Plans | 10 – 12 working days | 8 working days |
| Minor Plans and Single-Story Additions | 3 working days (over the counter) | 1 working day (over the counter) |
| | | |
| Building Inspection | Following work day if request is received before 4:00pm | |

## City Staff Roles

Permanent City staff will fill their respective. Willdan staff will work alongside City staff as one cohesive group with a common purpose and task. There will be no discernable difference between Willdan and City staff except as follows: City staff will solely be responsible for enforcing City General Plan requirements, public works and Municipal Code requirements not included in the scope of responsibility outlined in this proposal and subsequent agreement. City staff is also responsible for management related to the personnel matters of their staff respectively; Willdan Building staff will not be responsible for inter-City personnel issues or the implementation of City-wide decisions and directives that come directly from City management or elected officials as they relate to City staff. Willdan staff will respect and implement the decisions of City management, as directed, and the laws made within the City as they relate to the aforementioned departmental tasks only and municipal law as voted upon by City elected officials. Willdan staff and management does not approve leave requests for City employees or make direct decisions regarding City staff personnel matters. Willdan management staff will manage the department as directed but will not be making direct staffing decisions for the City public employees.

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**EXHIBIT "B"**
**SPECIAL REQUIREMENTS**
**(Superseding Contract Boilerplate)**

**None**

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# EXHIBIT "C"
# COMPENSATION SCHEDULE

**I. Consultant shall perform the following tasks ("Tasks") at the following rates**

| | SERVICE DESCRIPTION | FEE SCHEDULE |
|---|---|---|
| 1. | *Plan Review (hourly)* | $130/hr |
| 2. | *Building Official Services* | $135/hr |
| 3. | *Landscape Design Plan Review* | $130/hr |
| 4. | *Inspection Services* | $ 90/hr |
| 5. | *CASp Services* | $115/hr |
| 6. | *Permit Technician Services* | $ 65/hr |

**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. The City will compensate Consultant for the services performed upon submission of a valid invoice. Each invoice is to include:**

**A.** Line items for all materials and equipment properly charged to the services.

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

**C.** Line items for all approved sub-consultant labor, supplies, equipment, materials, and travel properly charged to the services.

**The total compensation for services shall not exceed $1,470,960.00 as provided in Section 2.1 of this Agreement.**

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**AMENDMENT NO. 2 TO A PROFESSIONAL SERVICES AGREEMENT (C00608) WITH WILLDAN ENGINEERING, INC. FOR (A) BUILDING AND SAFETY PLAN CHECK AND PLANS EXAMINATION SERVICES (B) LANDSCAPE DESIGN PLAN CHECK AND PLANS EXAMINATION SERVICES, AND (C) BUILDING PERMIT AND LANDSCAPE INSTALLATION INSPECTION SERVICES**

**THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL SERVICES** ("Amendment No.2") by and between the **CITY OF BANNING** ("City") and Willdan Engineering, a California corporation ("Consultant") is effective as of this day: 4/6/2023.

## RECITALS

A. City and Consultant entered into that certain Agreement for Professional Services dated September 24, 2019 ("Agreement") whereby Consultant agreed to provide Building and Safety Plan Check, Building Inspection, and Landscape Design Review Services following Request for Proposals or Invitation for Bids No. 19-045.

B. On September 24, 2019, the City of Banning, on Resolution 2019-122, approved an agreement with Willdan Engineering, Inc., for a total amount of $1,470,960.

C. On January 25, 2022, the City of Banning, on Resolution 2022-09, approved Amendment No. 1 approving an increase in compensation to the Consultant, in the amount of $714,902.50, for a total amount of $2,185,862.50.

D. On January 24, 2023, the City Council adopted Resolution 2023-20, which was intended to implement staff's recommendation to amend the Agreement to extend the term of the Agreement through October 31, 2023, and increase the not-to-exceed total compensation by $612,000 to $2,797,862.50 (Amendment No. 2). Resolution 2023-20, however, incorrectly stated the amended not-to-exceed total compensation as $2,185,862.50, and did not address staff's recommendation to extend the Agreement term to October 31, 2023.

E. On February 28, 2023, the City of Banning, on Resolution 2023-43, re-approved Amendment No. 2 approving an increase in the not-to-exceed total compensation by $612,000 to $2,797,862.50, and an extension of the term of the Agreement through June 30, 2024. It was staff's intent that the City Council's adoption of Resolution 2023-43 would update and replace the Council's actions taken via Resolution 2023-20, in their entirety.

F. City and Consultant now desire to amend the Agreement (Amendment No. 2) in accordance with Resolution No. 2023-43 to include additional compensation in the amount of $612,000, for a total amount of $2,797,862.50, and to extend the term of the Agreement to June 30, 2024.

## TERMS

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

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(a) Section 2.1 – "Contract Sum" of the Agreement is amended to provide that Consultant's total compensation for the period from August 1, 2022 through June 30, 2024 shall not exceed Six Hundred and Twelve Thousand Dollars ($612,000.00), for a new contract total amount not to exceed Two Million, Seven Hundred and Ninety-Seven Thousand, Eight Hundred and Sixty-Two Dollars and Fifty Cents ($2,797,862.50).

(b) Section 3.4 – "Term" of the Agreement is hereby amended to extend the Agreement term to June 30, 2024, unless amended by provisions referenced herein.

**2. Continuing Effect of Agreement**. Except as amended by this Amendment No. 3, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No.2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No.2 to the Professional Services Agreement.

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

Consultant represents and warrants to City that, as of the date of this Amendment No.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 Consultant that as of the date of this Amendment No.2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

**4. Adequate Consideration**. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 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 Agreement, and (iv) the entering into this Amendment No. 2 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

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wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

**[SIGNATURES ON FOLLOWING PAGE]**

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**IN WITNESS WHEREOF** the Parties hereto have executed this Amendment No.2 to the Agreement the day and year first hereinabove written.

CITY OF BANNING

DocuSigned by:
0AD14BA217CE497...
4/6/2023

Douglas Schulze, Date
City Manager

ATTEST:

DocuSigned by:
72C57B436CA24C7...
4/6/2023

Caroline Patton Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

DocuSigned by:
F3821C827AF84EF...
4/5/2023

Serita R. Young Date
City Attorney

CONSULTANT

Willdan Engineering

NAME: Patrick Johnson Date
TITLE: Director – Building & Safety

DocuSigned by:
30D19243FC9F45C...
4/5/2023

NAME: Patrick Johnson Date
TITLE: Director - Building & Safety

95-2295858

Tax ID No.

Address:
2401 E. Katella Ave., Suite 300
Anaheim, CA 92806

City Council Approval: 2/28/23

**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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# AMENDMENT NO. 3 TO A PROFESSIONAL SERVICES AGREEMENT (C00608) WITH WILLDAN ENGINEERING, INC. FOR (A) BUILDING AND SAFETY PLAN CHECK AND PLANS EXAMINATION SERVICES (B) LANDSCAPE DESIGN PLAN CHECK AND PLANS EXAMINATION SERVICES, AND (C) BUILDING PERMIT AND LANDSCAPE INSTALLATION INSPECTION SERVICES

**THIS AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL SERVICES** ("Amendment No.3") by and between the **CITY OF BANNING** ("City") and Willdan Engineering, a California corporation ("Consultant") is effective as of this day: February 27, 2024.

## RECITALS

A. City and Consultant entered into that certain Agreement for Professional Services dated September 24, 2019 ("Agreement") whereby Consultant agreed to provide Building and Safety Plan Check, Building Inspection, and Landscape Design Review Services following Request for Proposals or Invitation for Bids No. 19-045.

B. On September 24, 2019, the City of Banning, on Resolution 2019-122, approved an agreement with Willdan Engineering, Inc., for a total amount of $1,470,960.On January 25, 2022, the City Council adopted Resolution 2022-09, amending the Agreement to increase the Contract Sum by $714,902.50 for a total Contract Sum of $2,185,862.50 ("Amendment No. 1").

D. On January 24, 2023, the City Council adopted Resolution 2023-20, which was intended to implement staff's recommendation to amend the Agreement to extend the term of the Agreement through October 31, 2023, and increase the not-to-exceed total compensation by $612,000 to $2,797,862.50 (Amendment No. 2). Resolution 2023-20, however, incorrectly stated the amended not-to-exceed total compensation as $2,185,862.50, and did not address staff's recommendation to extend the Agreement term to October 31, 2023.

E. On February 28, 2023, the City Council adopted Resolution 2023-44, re-approved Amendment No. 2 approving an increase in the not-to-exceed total compensation by $612,000 to $2,797,862.50, and an extension of the term of the Agreement through June 30, 2024. It was staff's intent that the City Council's adoption of Resolution 2023-44 would update and replace the Council's actions taken via Resolution 2023-20, in their entirety.

F. City and Consultant now desire to amend the Agreement (Amendment No. 3) in accordance with Resolution No. 2024-37 to include additional compensation not-to-exceed Contract Sum by $470,000 to $3,267,862.50, and to extend the term of the Agreement through September 23, 2024.

## TERMS

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

   (a) Section 2.1 – "Contract Sum" of the Agreement is amended to provide that Consultant's total compensation shall not exceed Four Hundred Seventy Thousand Dollars ($470,000.00), for a new contract total amount not to exceed Three Million

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Two Hundred Sixty-Seven Thousand Eight Hundred Sixty-Two Dollars and Fifty Cents ($3,267,862.50).

(b) Section 3.4 – "Term" of the Agreement is hereby amended to extend the Agreement term to September 23, 2024, unless amended by provisions referenced herein.

**2. Continuing Effect of Agreement**. Except as amended by this Amendment No. 3, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No.3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement and Amendment Nos. 1, and 2, as amended by this Amendment No.3 to the Professional Services Agreement.

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

Consultant represents and warrants to City that, as of the date of this Amendment No.3, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that as of the date of this Amendment No.3, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

**4. Adequate Consideration**. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

**5. Authority**. The persons executing this Amendment No. 3 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other Agreement to which said party is bound.

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

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**[SIGNATURES ON FOLLOWING PAGE]**

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**IN WITNESS WHEREOF** the Parties hereto have executed this Amendment No.3 to the Agreement the day and year first hereinabove written.

CITY OF BANNING

3/1/2024

Douglas Schulze, Date
City Manager

ATTEST:

3/1/2024

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita Young 3/1/2024

Serita R. Young Date
City Attorney

CONSULTANT

Willdan Engineering

NAME: Patrick Johnson Date
TITLE: Director – Building & Safety

Patrick Johnson 3/1/2024

NAME: Patrick Johnson Date
TITLE: Director - Building & Safety

95-2295858

Tax ID No.

Address:
2401 E. Katella Ave., Suite 300
Anaheim, CA 92806

City Council Approval: Reso 2024-37

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

**CITY OF BANNING**
**STAFF REPORT**

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Douglas Schulze, City Manager** |
| **PREPARED BY:** | **Nate Smith, Deputy Director of Public Works/City Engineer**<br>**Art Vela, Director of Public Works** |
| **MEETING DATE:** | **June 25, 2024** |
| **SUBJECT:** | **Consideration of Resolution 2024-111, Adopting the Banning Active Transportation Plan (ATP)** |

---

**RECOMMENDATION:**

Adopt Resolution 2024-111.

**BACKGROUND:**

In 2019, the City of Banning embarked on a project to add bike lanes throughout the City. However, a comprehensive ATP is needed to guide active transportation decisions affecting local streets and roads, sidewalks, ADA compliance, school routes and business corridors and improve transportation infrastructure for pedestrians and bicyclists.

Active Transportation Plan

On March 31, 2022, SCAG staff released a Request for Proposals (RFP) No. 22-050 for the project through the electronic bidding system "PlanetBids" and directly to SCAG's Solicitation Management System website. In response to these efforts, forty-four (44) firms downloaded the RFP, and three (3) proposals were received. The RFP included: a detailed Consultant Scope of Services/Tasks, submittal requirements, and a description of the evaluation criteria and selection process for the RFP. The Proposal Review Committee (PRC) consisted of four staff members: two from SCAG, one from the City of Lynwood and one from the City of Banning's Engineering Division of the Public Works Department. The PRC evaluated each proposal in accordance with the criteria set forth in the RFP and conducted the selection process in a manner consistent with all applicable federal and state contracting regulations. After evaluating the proposals, the PRC interviewed all three (3) offerors. The highest ranked consultant was KTUA and SGAC approved Contract No. 22-050-C01 in an amount not-to-exceed $448,056, with KTUA, to develop one comprehensive Active Transportation Plan (ATP) for the City of Banning among other projects administered by SCAG with this award. This project was entirely funded by SCAG.

**JUSTIFICATION:**

The purpose of this project is to create a comprehensive citywide Active Transportation Plan. While the planning effort was comprehensive and evaluated bike/pedestrian infrastructure citywide, there are specific focus areas of concern. These include school routes, crash and injury hot spots, and the eastern portion of town that lacks infrastructure to support walking and biking. The Consultant identified and created maps for proposed pedestrian and bicycle facilities and non-infrastructure programs based on community, stakeholder, and stakeholder advisory committee feedback. The planning process identified improvements for active transportation, safe routes to schools, and ADA compliance including sidewalks, roadway safety improvements (high visibility crosswalks, markings, speed cushions/tables) and Class I,

II, III and IV bicycle facilities/routes.

Through stakeholder workshops and evaluation of current conditions, the assessment phase of planning resulted in a better understanding of where critical barriers to mobility and infrastructure gaps exist. The draft Plan includes a practical implementation strategy with preliminary design schematics and concepts, and data that can be used in grant applications for fifteen (15) priority projects, including six (6) safe routes to schools projects. Additionally, existing conditions, public outreach and grant funding opportunities are summarized in the Plan. The Consultant coordinated with City staff to create an extensive and effective public participation approach engaging the community with proven approaches for finding consensus amongst stakeholders, which is essential to public policy development and long-term implementation of the Plan. All residents of Banning were encouraged to attend community meetings.

The purpose of this ATP is to provide the City of Banning with a comprehensive document outlining the existing inventory of bicycle and pedestrian infrastructure and travel habits of the community. An analysis of the City's current infrastructure highlights areas of opportunity to be prioritized for future improvements and recommendations are presented within this plan as fifteen (15) priority projects. This ATP will guide the development and implementation of active transportation infrastructure programs and policies for the City.

The consultant prepared a Community Engagement Plan in order to provide outreach activities that included participation from the public and from key stakeholders to ensure the Plan's concepts reflect the community's needs and wishes. The outreach activities engaged local and regional representatives to obtain feedback, provided presentations covering the project background, goals, scope, preliminary and draft concepts, and the final Plan, as the project progressed.

The purpose of project stakeholders' meetings was to advise key stakeholders of the goals of the project, and keep them informed on the project progress, while also allowing the stakeholders to provide input on the Plan and concepts. Nine (9) project Stakeholder Advisory Group (SAG) meetings occurred with the final meeting held on April 29, 2024. Additional outreach activities, including three (3) community events, a project website, surveys, and social media posts are included. In total, the following activities have been completed:

- October 27, 2022 Engagement Day
    - Community pop-ups at Banning High School, Nicolet Middle School, and Central Elementary School
    - Banning Civic Center Open House
- April 15, 2023 Disaster Expo, presentation boards soliciting community feedback
- May 5, 2023 Market Night, Kit of Parts demonstration of five infrastructure elements
- November 7, 2023 ATP Plan Update and Public Outreach:
    - Sun Lakes HOA presentation
    - Banning Civic Center Open House
- March 19, 2024 Community Workshop/Open House at Banning Public Library
- May 7, 2024 Sun Lakes HOA Presentation #2
- Nine bimonthly Stakeholder Advisory Group (SAG) Meetings
- Public Surveys and Project Website
- Presentation of the Draft ATP
- May 1, 2024 Planning Commission Workshop
- Meeting May 7, 2024 Second Sun Lakes HOA presentation

The Planning Commission presentation led to a discussion about Nicolet Middle School and the cycle track, regarding the merits of a one way versus a two way traffic cycle track. The Sun Lakes presentation led to a discussion regarding parking along Sun Lakes Boulevard.

The item was presented to City Council at a workshop session at 4:00 PM on June 11, 2025 where a summary of the project was provided, comments received during the presentations to other bodies, and questions from council were answered. The Final Draft is included as attachment to this agenda item and will be posted on the City's website under the Engineering section.

**FISCAL IMPACT:**

The consultant contract for the ATP project is being paid through a Caltrans ATP Cycle 5 grant that SCAG administers. There were no hard costs to the City of Banning for this project.

**ALTERNATIVES:**

1. Adopt Resolution 2024-111 as recommended.
2. Adopt Resolution 2024-111 with modifications.
3. Do not adopt Resolution 2024-111 and provide alternative direction to staff.

**ATTACHMENTS:**

1. Resolution 2024-111, ATP.docx
2. DRAFT_Banning_ATP_042524.pdf
3. DRAFT_Banning_ATP_Appendix_042324.pdf

**RESOLUTION 2024-111**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ADOPTING THE ACTIVE TRANSPORTATION PLAN (ATP), PREPARED BY KTU & A PLANNING AND LANDSCAPE ARCHITECTURE TO GUIDE THE DEVELOPMENT AND IMPLEMENTATION OF ACTIVE TRANSPORTATION INFRASTRUCTURE PROGRAMS AND POLICIES FOR THE CITY**

**WHEREAS**, on July 7, 2022, the Southern California Association of Governors (SCAG) approved the award of a consultant contract to a consulting firm, KTUA of San Diego, California, to develop one comprehensive Active Transportation Plan (ATP) for the City of Banning through a Caltrans ATP Cycle 5 grant that SCAG administered; and

**WHEREAS,** the Scope of Work included the review of existing biking, pedestrian and road conditions that included school routes, crash and injury hot spots, and the eastern portion of town that lacks infrastructure to support walking and biking; and

**WHEREAS,** the planning process identified improvements for active transportation, safe routes to schools, and ADA compliance including sidewalks, roadway safety improvements (high visibility crosswalks, markings, speed cushions/tables) and Class I, II, III and IV bicycle facilities/routes and through stakeholder workshops and evaluation of current conditions, the assessment phase of planning resulted in a better understanding of where critical barriers to mobility and infrastructure gaps exist: and

**WHEREAS,** the Consultant coordinated with City staff to create an extensive and effective public participation approach engaging the community with proven approaches for finding consensus amongst stakeholders, and the outreach activities engaged local and regional representatives to obtain feedback, provided presentations covering the project background, goals, scope, preliminary and draft concepts, and the final Plan, as the project progressed; and

**WHEREAS,** the final Plan will improve future safety and connectivity in Banning and provide a blueprint for a practical implementation strategy with preliminary design schematics and concepts, and data that can be used in grant applications for fifteen (15) priority projects, and six (6) safe routes to schools; and

**WHEREAS,** the adoption and approval of this Active Transportation Plan by the City Council is required in order to competitively apply for Federal and State grants, with the goal of receiving funds to implement portions of the ATP over time.

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

SECTION 1. The City Council adopts the Active Transportation Plan (ATP), prepared by KTUA, to guide the development and implementation of active transportation infrastructure programs and policies for the City.

SECTION 2. 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 25th day of June 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 2024-111, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of June 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

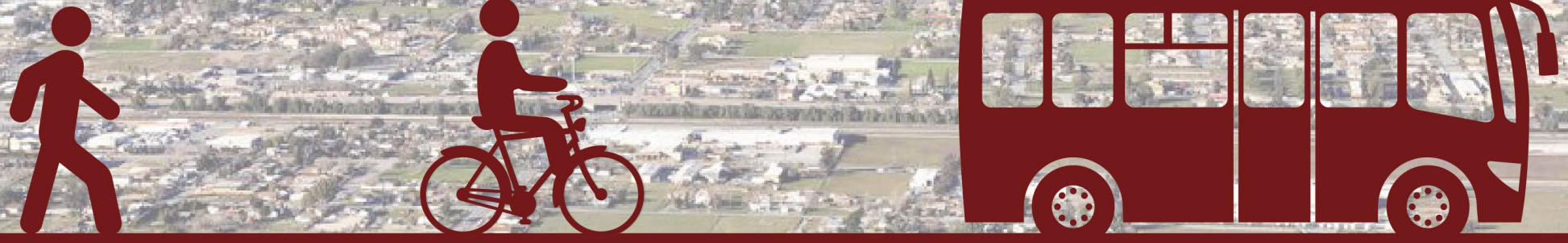
ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

**EXHIBIT A**
Active Transportation Final Plan and Appendices

# CITY OF BANNING

## ACTIVE TRANSPORTATION PLAN



DRAFT REPORT 2


RAMSEY
K.K MARKET
A'S NOTHING OVER $9.99
LA'S NOTHING OVER $9.99
FASHION UNDER $10.99
STOP
2021

# ACKNOWLEDGEMENTS


## City of Banning

Nathan Smith, Deputy Director of Public Works/City Engineer
Ann Marie Loconte, Associate Civil Engineer
Adam Rush, Community Development Director
Marisol Lopez, Economic Development Manager
Stephani Sirls, Transit Manager
Anthony Riley, Public Information Officer
Ralph Wright, Director of Parks and Recreation
Jennifer Jackson, Grants Manager
Ana Sandoval, Program Coordinator
Amber Rockwell, C.O.R.E. Manager

## Southern California Association of Governments (SCAG)

Hina Chanchlani, Associate Regional Planner, Mobility and Goods Movement
Alina Borja, Associate Regional Planner, Planning Strategy

## KTUA

Joe Punsalan, Principal in Charge
Tom Bertulis, Project Manager
Morgen Ruby, Assistant Project Manager
Darren Jacobsen, Associate Planner
Isabel Pérez, Designer

## Circulate Planning

Carlisle Dockery, Director of Planning and Community Engagement
Octavio Garcia, Senior Planner

## KOA

Mike Nilsson, Director of Planning

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# INTRODUCTION 1

# 1.1 PROJECT OVERVIEW

## 1.1.1 WHAT IS THE ACTIVE TRANSPORTATION PROGRAM?

The Active Transportation Program was established by Senate Bill 99 and Assembly Bill 101, "for the purpose of encouraging increased use of active transportation, such as biking and walking." The goals to be achieved are:

- Increase the proportion of trips accomplished by biking and walking.
- Increase safety and mobility for nonmotorized users.
- Advance the active transportation efforts of regional agencies to achieve greenhouse gas reduction goals as established pursuant to Senate Bill 375 (Chapter 728, Statutes of 2008) and Senate Bill 391 (Chapter 585, Statutes of 2009).
- Enhance public health, including reduction of childhood obesity through the use of programs including, but not limited to, projects eligible for Safe Routes to School Program funding.
- Ensure that disadvantaged communities fully share in the benefits of the program.
- Provide a broad spectrum of projects to benefit many types of active transportation users.

## 1.1.2 ORGANIZATION OF PLAN

The City of Banning's Active Transportation Plan (ATP) is organized in the following chapters:

### Chapter 1: Introduction

Introduces the purpose, goals, and vision of this plan.

### Chapter 2: Existing Conditions

An overview of the existing conditions analysis undertaken to help identify gaps and areas for improvement throughout the city.

### Chapter 3: Stakeholder Engagement

Provides an overview of outreach and public engagement conducted throughout the planning process for the development of this plan.

### Chapter 4: Recommendations

Includes the top 15 priority projects identified throughout this study and provides recommendations for future improvements and enhancements.

### Chapter 5: Implementation Plan

Provides funding opportunities and measurable metrics to track implementation of programming per each of traffic safety's six E's (Engineering, Education, Encouragement, Equity, Enforcement, and Evaluation).

## 1.1.3 PLANNING PROCESS

The planning process is meant to ensure the development of a successful plan that the community can support in the next phase of implementation. Figure 1-1 on page 3 shows the planning process undertaken for the development of this ATP.

## 1.1.4 PURPOSE AND OBJECTIVE

The purpose of this Active Transportation Plan (ATP) is to provide the City of Banning with a comprehensive document outlining the existing inventory of bicycle and pedestrian infrastructure and travel habits of the community. An analysis of the City's current infrastructure highlights areas of opportunity to be prioritized for future improvements and recommendations are presented within this plan as 15 priority projects. This ATP will guide the development of active transportation infrastructure programs and policies for the City.

**FIGURE 1-1:** Planning Process



## Establishing a Vision

The Project Team, City Staff, and stakeholders define the projects vision and goals.



## Research and Analysis

The Project Team with support and coordination with City Staff gather data of past and existing planning efforts through Geographical Information System (GIS) data collection, fieldwork, and the review of plans and policies.



## Community Outreach and Engagement

Community engagement takes place in the form of workshops, pop-ups, and stakeholder workshops to listen and gather the needs and desires of community members.




## Proposed Project Prioritization and Draft Plan

Fifteen Priority Projects are carefully identified by the Project Team that address the needs of the City and community. At this stage a Draft ATP Plan is created for review and open for comments.



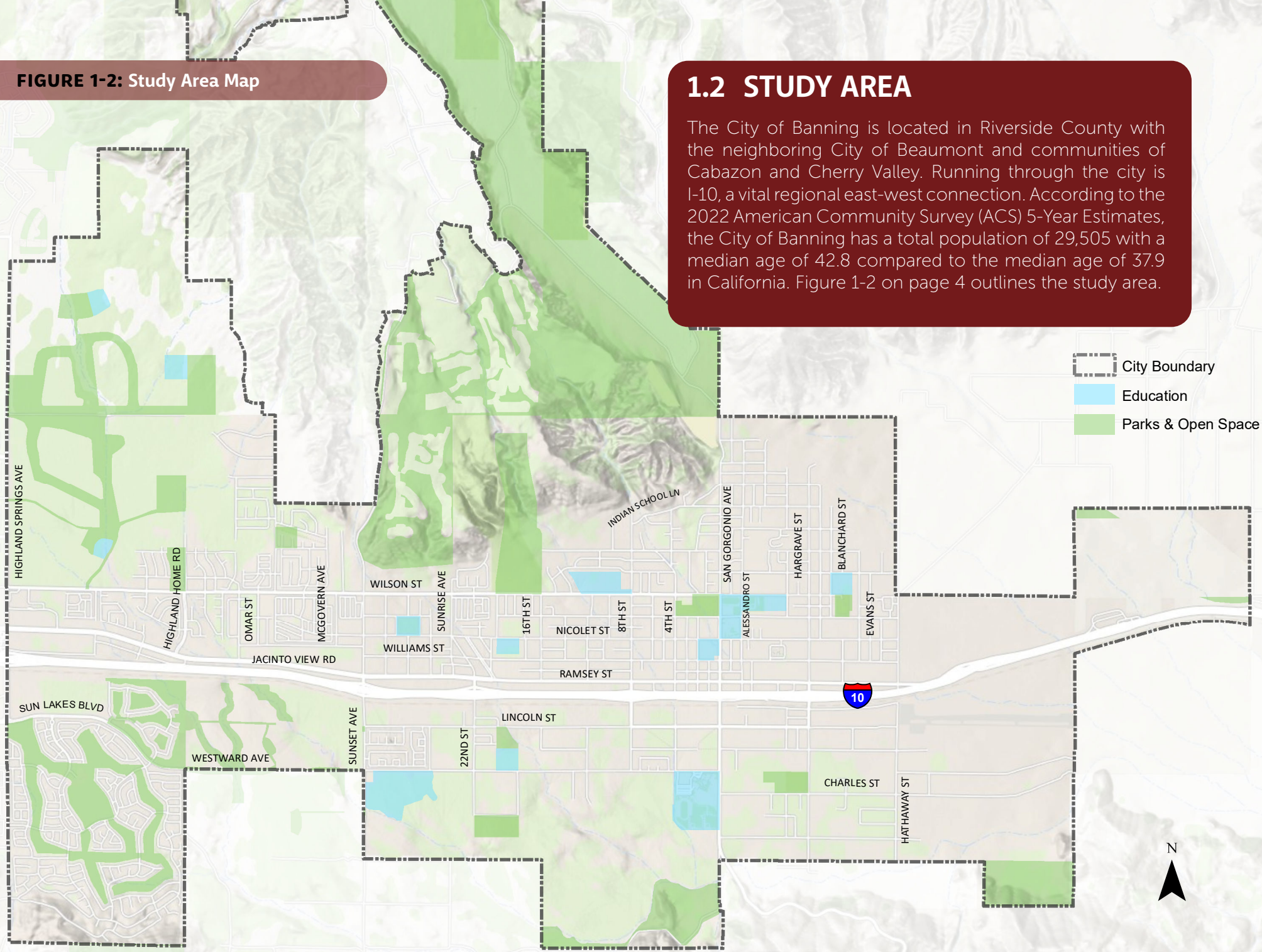
## Adoption and Implementation

Once the Draft Plan has been approved by the City Council, it is adopted and the pursuit of funding of the Priority Projects for implementation is ready to begin as presented in the ATP Plan!

**FIGURE 1-2:** Study Area Map

## 1.2 STUDY AREA

The City of Banning is located in Riverside County with the neighboring City of Beaumont and communities of Cabazon and Cherry Valley. Running through the city is I-10, a vital regional east-west connection. According to the 2022 American Community Survey (ACS) 5-Year Estimates, the City of Banning has a total population of 29,505 with a median age of 42.8 compared to the median age of 37.9 in California. Figure 1-2 on page 4 outlines the study area.



### 1.2.1 ACTIVE TRANSPORTATION TRENDS

The current infrastructure in the U.S. is a result of past auto-centric programs and policies that were adopted. However, cities are now promoting more sustainable and environmentally conscious modes of transportation and embracing active transportation as an alternative to driving.

Trends in active transportation planning and design have evolved significantly over the last decade. Communities across the country and throughout California have seen the growth of both conventional and progressive active transportation infrastructure. Local leaders, community members, and advocates are showing ongoing interest in ensuring that walking, biking, and new mobility facilities are not only included, but prioritized in their built environment. The State of California continues to show its commitment to this movement through its Active Transportation Program, which draws from federal and state funds to provide roughly $320 million annually for bicycle and pedestrian projects across California. Since the program was launched in 2013, over 800 active transportation projects across California have been funded. The United States Congress authorized the Active Transportation Infrastructure Investment Program as part of the Infrastructure Investment and Jobs Act and appropriated $45 million in funding to kick-start the program in 2023, with more funding to come in 2024. Under the Infrastructure Investment and Jobs Act, the Safe Streets and Roads for All (SS4A) program established $5 billion to be distributed in California across a five-year period ending in 2026, with more to be distributed in future funding rounds.

## 1.3 BENEFITS OF ACTIVE TRANSPORTATION

Numerous environmental, health, economic, and equity benefits are attributed to modes of active transportation such as bicycling and walking - especially as substitutes for travel by motor vehicles. The following section describes the key benefits of active transportation addressed in this plan.

### Environmental

Increasing the number of trips people take by bicycling and walking instead of driving advances the active transportation efforts to help achieve greenhouse gas (GHG) emissions reduction goals. The U.S. is one of the largest contributors of GHG emissions through the use of on-road transportation and increasing active transportation through walking, bicycling, and public transit can help decrease the use and dependency on motor vehicles. The County of Riverside is consistent with State 2050 GHG emissions reduction targets, according to its 2019 Climate Action Plan, and may make strategy adjustments as the State sets new reduction goals.

### Health

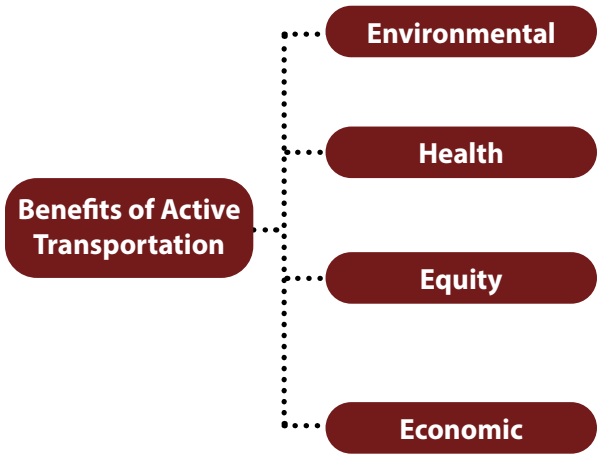
One of the goals of active transportation is to enhance public health, and investing in bicycle and pedestrian facilities creates opportunities for people to exercise and can ultimately help reduce obesity, diabetes, cardiovascular disease, and other illnesses. Regular physical activity has been found to decrease the likelihood of depression by 30 percent and biking has been found to be the happiest mode of transportation.

### Economic

Active transportation provides economic benefits to individuals as they are cost effective alternatives to operating a motor vehicle and the associated costs. The average annual cost associated with operating a motor vehicle in 2020 according to American Automobile Association (AAA) was $9,561 versus $308 a year for owning and operating a bicycle, according to the American Bicyclists and the Sierra Club.

### Equity

An equitable transportation system is fair and facilitates access to transportation for all ages and abilities. However, underrepresented communities, often low-income communities, have historically been excluded from the transportation planning process. The most vulnerable populations are affected by decades of prioritization given to wealthier and whiter communities where transportation spending is greater. Improving equity in transportation can make active transportation safer, and more accessible and comfortable, for underserved communities.



## 1.4 ANALYSIS OF EXISTING POLICY DOCUMENTS

A review of applicable regional planning documents was completed to ensure this ATP builds upon existing and past efforts. The following section provides a summary of relevant reports with existing goals, policy, and project frameworks on which to develop the ATP.

- City of Banning General Plan - 2013 Circulation Element
- The 2018 Western Riverside County of Government (WRCOG) ATP
- The 2015 Rancho San Gorgonio Specific Plan (RSGSP)
- The 2022 Banning Local Road Safety Plan

### City of Banning General Plan Circulation Element (2013)

The City of Banning General Plan 2013 Circulation Element Amendment has a list of goals, policies, and programs with detailed road change recommendations that may already be completed at the time of adoption of this ATP. The report notes that bicycle lanes are proposed in the City's Park and Recreation Master Plan but also that "development of a network of bikeways is constrained by the existing condition of street right-of-ways.". The Active Transportation Plan supports:

Goal 1: A safe and efficient transportation system. This is from the General Plan Circulation Element above correct?

Policy 2: Local streets shall be scaled to encourage neighborhood interaction, pedestrian safety and reduced speeds.

Policy 3: The City shall establish and maintain a 5-Year Capital Improvement Program for streets.

Policy 4: Proactively participate in regional transportation planning.

Policy 5: Consider amendments to the Highland Home/ Highland Springs/ 18th Street/ Brookeside street configurations based on public safety, design feasibility and area needs.

Policy 7: New development proposals shall pay their fair share for the improvement of streets within and surrounding their projects on which they have an impact, including roadways, bridges, grade separations and traffic signals.

Policy 8: Traffic Calming devices shall be integrated into all City Streets to the greatest extent possible and all new streets shall be designed to achieve desired speeds.

Policy 9: Street trees within the City right of way shall be preserved, unless a danger to the public health and safety or if the tree is diseased.

Policy 10: Sidewalks shall be provided on all roadways 66 feet or wider. In Rural Residential Land use designation pathways shall be provided.

Policy 11: Sidewalks or other pedestrian walkways shall be required on all streets within all new subdivisions.

Policy 12: In the absence of a vehicular grade separation, the City shall aggressively pursue a grade separated pedestrian access across San Gorgonio, to assure that high school students do not have to cross the railroad tracks on their way to and from school.

Policy 13: Pedestrian access in the Downtown Commercial designation shall be preserved and enhanced.

Policy 15: The City shall develop a Golf Cart Plan compliant with state requirements.

Policy 16: Golf cart paths and facilities shall be funded, to the greatest extent possible by new development.

Policy 17: Encourage the expansion of an integrated Pass transit system.

Policy 18: The City shall review its transit service to major regional attractions, and intra-City recreational locations in future planning efforts, based on need.

Policy 20: Promote the location of a passenger rail station for long distance and commuter rail service.

Policy 23: The City shall purchase and/ or replace its fleet of vehicles with alternative fuel vehicles when available to the greatest extent possible, and shall encourage other agencies to do the same.

Policy 24: Public alleys throughout the City shall be maintained to be useful and safe at all times.

Policy 25: The City shall develop and implement plans for a coordinated and connected bicycle lane network in the community that allows for safe use of bicycles on City streets.

Policy 26: The City should continue to work with the Morongo Band of Mission Indians and neighboring cities and communities to create a regional bicycle and trail network.

Policy 27: The City shall provide for a comprehensive, interconnected recreational trails system suitable for bicycles, equestrian, and/ or pedestrians.

Policy 28: Motorized vehicles shall be prohibited on City trails.

## Western Riverside County of Government (WRCOG) Active Transportation Plan (2018)

The 2018 Western Riverside County of Government (WRCOG) ATP summarizes active transportation related policy and project context for the City of Banning. This report first notes safety of bicyclists and pedestrians as one of the most important aspects of an ATP that can be achieved through policy and education with Safe Routes to School and Vision Zero. Transit oriented development with furnishings, complete streets, a flexible level of service for vehicles, complete pedestrian and bicycle networks, enhanced paving, landscaping, and bicycle racks at retail are all recommended. As part of the San Bernardino I-10 Pass, a non-motorized facility will connect residents in Beaumont, Banning, and Cabazon to the greater Riverside region and beyond through various types of bicycle facilities. This project will encourage transit users to use nonmotorized travel for first-last mile connections.

## Rancho San Gorgonio Specific Plan (RSGSP) (2015)

The 2015 Rancho San Gorgonio Specific Plan (RSGSP) developed by the City of Banning sets out a plan for growth using seven walkable 'villages' with varying levels of density from very low to medium high and a total maximum of approximately 3,300 new dwelling units. Bicycle lanes are proposed to be on both sides of all arterial and collector streets (parallel parking not on these streets), plus sidewalks on one side of the same street and a 10 foot wide multi-purpose trail on the other side of the street. The multi-purpose trail will be a decomposed granite surface to support hiking, jogging, bicycles, and potentially equestrian use. Roundabouts are proposed for all collector and arterial intersections, although the roundabout diagrams do not show the bicycle lanes. Approved golf carts, also known as electric Low Speed Vehicles (LSV), will be accommodated on all internal project streets on shared bicycle/LSV lanes.

Additional traffic calming measures allowed in the RSGSP include narrow residential streets, bulb-outs at intersections with reduced turning radius, street trees, on street parking where bicycle/LSV lanes are not proposed, pavement treatments at intersections, high visibility crosswalks, and street lights.

## Banning Local Road Safety Plan (2022)

The development of a Local Road Safety Plan (LRSP) program was established by the California Department of Transportation (Caltrans) in 2019 and it is meant to provide cities with a framework that identifies priority roadway safety improvements for funding. Therefore, the development of the 2022 Banning Local Road Safety Plan in alignment with the California Strategic Highway Safety Plan (SHSP) that provides traffic safety strategies five E's - engineering, enforcement, education, emergency response, and emerging technologies - allows the City to qualify for the pursuit of Highway Safety Improvement Program (HSIP) grant funding that the City has in the past been successful in obtaining. The Banning LRSP vision is to "provide a safe roadway system for all Banning roadway users including vehicles, pedestrians, and bicyclists" and through feedback from stakeholders and data analysis, two priority projects and one HSIP funding set-aside project were identified for development of a preliminary project scope, cost estimate, and benefit cost ratio (BCR) analysis. Please note these three projects were awarded HSIP grants last cycle.

### Citywide traffic signal hardware upgrades

- Emergency vehicle preemption (EVP) systems
- Countdown pedestrian signal heads
- Accessible pedestrian signal (APS) push buttons
- Light emitting diode (LED) safety lighting
- Retro-reflective backplates

### Unsignalized Pedestrian Crossing Upgrades

- High visibility crosswalk striping
- Advanced warning signs and pavement markings
- ADA curb ramps
- Curb extensions
- Rectangular rapid flashing beacons (RRFBs).
- Intersections near schools (prioritized based on safety needs and feedback from stakeholders)

### Pedestrian Crossing Enhancements Set-Aside project for the intersection of Wilson Street and 12th Street.

- Upgrade the pedestrian school crossings in front of Susan B. Coombs Intermediate School through improvements such as: curb extensions, a median refuge island, RRFBs, high visibility crosswalks, and advanced warning signs and pavement markings.

# 1.5 PRIMARY GUIDANCE

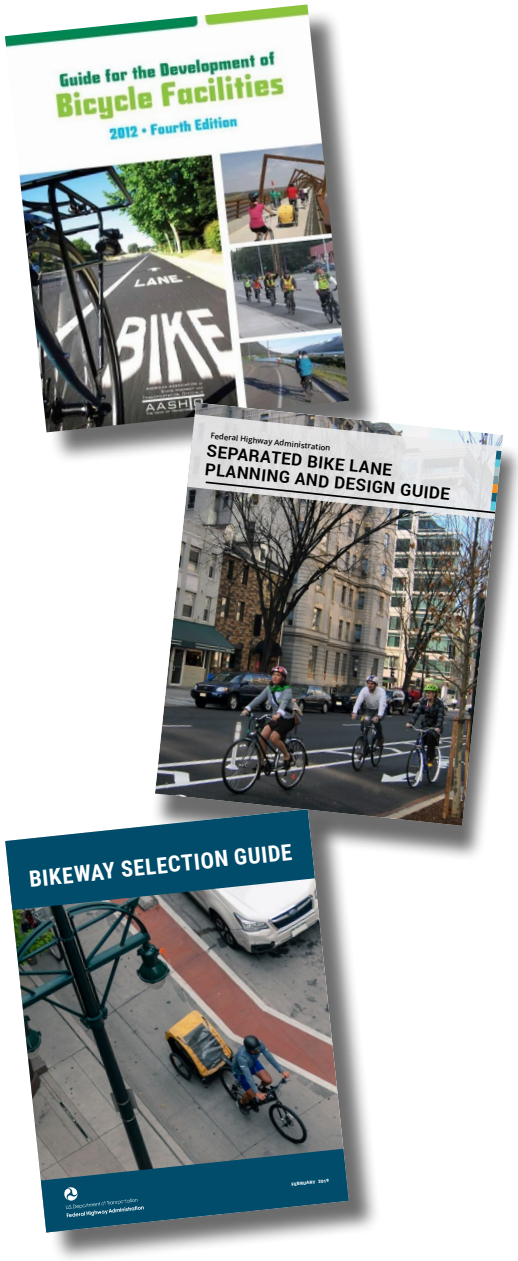
Technical guidance for bicycle and pedestrian facilities has evolved. While bikeway design guidance has traditionally come from the State, cities are now often turning to national organizations for guidance on best practices. In California, there is flexibility in design guidance offered by Caltrans and the Federal Highway Administration (FHWA). The following are the national and state guidance documents used for the development of Banning's ATP:

## 1.5.1 NATIONAL GUIDANCE

### AASHTO Guide to Bikeway Facilities (Fourth Edition)

The American Association of State Highway and Transportation Officials (AASHTO) bicycle and pedestrian design guides are important national resources for planning, designing, and operating bicycle and pedestrian facilities. The AASHTO Guide for the Development of Bicycle Facilities is especially useful for bicycle path design outside of a typical road right of way. The NACTO Urban Bikeway Design Guide and the Institute of Transportation Engineers (ITE) Designing Urban Walkable Thoroughfares Guide build upon the flexibilities provided in the AASHTO guides, which can help communities plan and design safe and convenient facilities for pedestrians and cyclists. Updated guidance will be available in 2024.

FHWA supports the use of these resources to further develop non-motorized transportation networks, particularly in urban areas. Moreover, in August of 2013, the FHWA issued a memo on Bicycle and Pedestrian Facility Design Flexibility issuing their support for taking a flexible approach to bicycle and pedestrian facility design. Moving away from standards and towards flexibility in design using the designer's judgment is an important step towards contextual design, implementing the appropriate facility based on location and context.




### FHWA Separated Bike Lane Planning and Design Guide

The Federal Highway Administration (FHWA) Separated Bike Lane Planning and Design Guide (2015) is the primary national resource for planning and designing separated bicycle lane facilities - also referred to as "cycle tracks" or "protected bicycle lanes". It captures the state of practice of bicycle facility design within the street right of way. Additionally, it provides a menu of design options covering typical one and two-way cycle tracks and provides detailed intersection design information covering topics such as turning movement operations, signalization, signage, and on-road markings.

### FHWA Bikeway Selection Guide

The FHWA Bikeway Selection Guide (2019) is an important complement to the FHWA Separated Bike Lane Planning and Design Guide (2015) and is a resource to help transportation practitioners make informed decisions when selecting bikeway types. It focuses on supporting flexible design in the development of bicycle networks for people of all ages and abilities. It gives the designer additional tools such as matrices, flow charts, and graphs that facilitate the design of the appropriate bikeway based both on roadway characteristics and the intended type of bicyclist.

## NACTO Urban Bikeway (Second Edition) and NACTO Urban Street Design Guides

The National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide (2012) and Urban Street Design Guide (2013) represent the industry standard for innovative bicycle and streetscape facilities and treatments in the United States. In 2014, Caltrans officially endorsed the NACTO Urban Street Design Guide and Urban Bikeway Design Guide as valuable toolkits for designing and constructing safe, attractive local streets. At the time, Caltrans was only the third State Department of Transportation to officially endorse the guides. It is also important to note that virtually all of the

Urban Bikeway Design Guide design treatments (with two exceptions) are permitted under the Federal MUTCD.

## NACTO Transit Street Design Guide

As transit gains a more prominent role in cities, more people are using buses, streetcars, and light rail than ever before. As a result, street design is shifting to give transit the space it deserves. The NACTO Transit Street Design Guide (2016) provides design guidance for the development of transit facilities on streets, as well as for prioritizing transit, improving its service quality, and supporting other related goals.

The majority of design elements included in this guide are consistent with MUTCD standards, including signage, markings, and signal elements that have received interim approval. These guidelines were developed using other design guidance as a basis, along with city case studies, best practices, research and evaluation of existing designs, and professional consensus

## NACTO Urban Street Stormwater Guide

The NACTO Urban Street Stormwater Guide (2017) provides guidelines on how to create streets that are resilient to climate impacts and also provide quality public spaces with social and economic benefits. This guide focuses on green infrastructure within urban streets, including the design and engineering of stormwater management practices that support and improve mobility. It also intends to reduce the impacts of stormwater runoff and human activity on natural ecological processes.

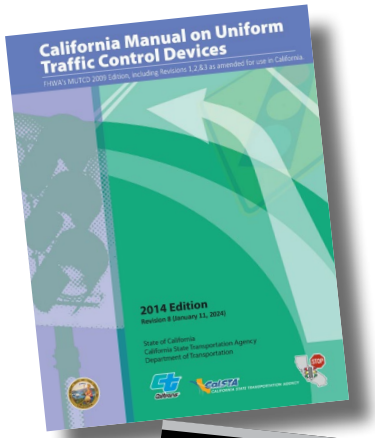
One of the main goals of this guide is to encourage interdepartmental partnerships around sustainable infrastructure, which includes communicating the benefits of such projects. However, this guide does not address stormwater management strategies on private property, nor does it address drainage and infiltration around controlled-access highways.



## 1.5.2 STATE GUIDANCE

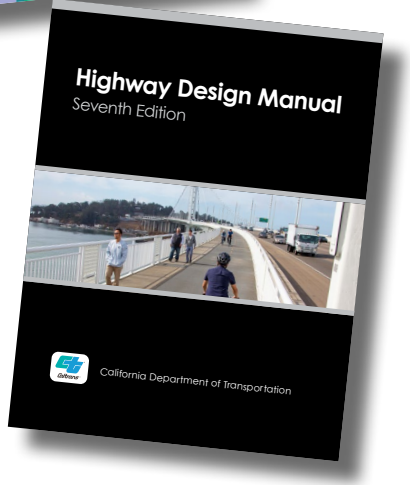
### California Manual on Uniform Traffic Control Devices (CA MUTCD) - Revision 8

Effective on January 18, 2024, the California Department of Transportation (Caltrans) updated the CA MUTCD, referred to as Revision 8 (Rev8), with recommendations from the California Traffic Control Devices Committee and pursuant to provisions of the California Vehicle Code Section 21400. The update is meant to provide uniform standards and specifications for all official traffic control devices in California and aligns with Caltrans 2014 mission to "provide a safe, sustainable, integrated, and efficient transportation system to enhance California's economy and livability"., The CA MUTCD must conform to the Manual on Uniform Traffic Control Devices (MUTCD) for national guidance, most recently updated to the 11th Edition in December, 2023. States are allowed to supplement the MUTCD but must remain in "substantial conformance" with the national MUTCD and adopt changes within two years after they are adopted by FHWA. California has until January 18, 2026 to update the CA MUTCD to make it compliant with the 11th edition of the national MUTCD.




### The 7th Edition Highway Design Manual (HDM) - Caltrans Highway Design Manual Chapter 1000: Bicycle Transportation Design

The 7th Edition Highway Design Manual (HDM) is created by the Division of Design for the use on the California State highway system by providing policies and procedures for the California Department of Transportation. The HDM does not set legal standards but it does provide guidance for officers and employees of the California Department of Transportation. Chapter 1000 - Bicycle Transportation Design of the HDM, updated in 2020, issues additional guidance on the design of bikeway facilities that is not provided in the AASHTO Guide for the Development of Bicycle Facilities. Chapter 1000 defines the role of bikeways, bikeway facility types, and bikeway design criteria. According to Chapter 1000 bikeway facility types should not be constructed as a hierarchy of bikeways based on the class designations which are the following:




- Shared Roadway (No Bikeway Designations)
- Class I Bikeway (Bike Path/Multi-Use Path)
- Class II Bikeway (Bike Lane)
- Class III Bikeway (Bike Route)
- Class IV Bikeway (Separated Bikeway)



## Other Guidance

### MassDOT Separated Bike Lane Planning and Design Guide

The Massachusetts Department of Transportation (MassDOT) Separated Bike Lane Planning & Design Guide (2015) draws on research and best practices from the United States and around the world to cover topics not covered in other manuals, such as protected intersections and cycle tracks within roundabouts. Although it is a state guide for Massachusetts and not a national guide, the up-to-date information and the easy-to-read graphics make it an important reference guide for bicycle planners and designers. This is often the go-to guidance since it's likely to be similar to the soon-to-be-published 2024 AASHTO Bike Guide.




### NACTO Designing Streets for Kids and NACTO Global Street Design Guide

The NACTO Designing Streets for Kids builds upon the approach of putting people first. Focusing on the specific needs of babies, children, and their caregivers as pedestrians, cyclists, and transit users in urban streets around the world. It is supplemental to the NACTO Global Street Design Guide, a resource for transportation practitioners to inform them on street design that prioritizes pedestrians, cyclists and transit riders.






## 1.5.3 APPLICABLE LEGISLATION

Several pieces of legislation support increased bicycling and walking in the State of California and it typically addresses (GHG) emission reduction through bicycling and walking as helping achieve set goals. Legislation also highlights the value of walking and bicycling along with the need to address safety and accessibility for all as a matter of equity. A list of some of the most relevant legislation concerning bicycle and pedestrian policy, planning, infrastructure and programs are:

### Federal Legislation

- Interim Approval for Optional Use of an Intersection Bicycle Box (IA-18) in the national MUTCD and has been included in CA MUTCD Rev 8 Part 9
- Infrastructure Investment and Jobs Act (2021) and Safe Streets for All (SS4A)

### State Legislation

- AB-32 Air Pollution: Greenhouse Gases California Global Warming Solutions Act of 2006 (2005-2006)
- AB-43 Traffic Safety (2021)
- AB-285 Forecast Impacts of Emerging Technologies (2019)
- AB-361 Vehicles: Photographs of Bicycle Lane Parking Violations (2023)
- AB-390 Pedestrian Crossing Signals (2017)
- AB-413 Vehicles: stopping, standing, and parking (2023)
- AB-712 Tenancy: personal micromobility devices (2023)
- AB-773 Street Closures and Designations (2021)
- AB-902 Traffic Violations and Diversion Programs (2015)
- AB-1096 Electric Bicycles as Vehicles (2015)
- AB-1193 Bikeways (2014)
- AB-1266 Bicycle Guidance Signal Through an Intersection
- AB-1358 Planning: Circulation Element: Transportation (2007-2008) - Complete Streets Act
- AB-1371 Vehicles: bicycles: passing distance (2013-2014) (Passing Distance/Three Feet for Safety Act 2013)
- AB-1909 Vehicles: Bicycle Omnibus Bill (2022)
- AB-2147 Pedestrians (2022)
- AB-2863 Green Building Standards: Bicycle Parking (2022)
- SB-1 Transportation Funding (2017)
- SB 288 California Environmental Quality Act: exemptions: transportation-related projects (2020)
- SB-375 Transportation Planning: Travel Demand Models: Sustainable Communities Strategy: Environmental Review (2007-2008) - Sustainable Communities and Climate Protection Act
- SB-400 Clean Cars 4 All Program (2019)
- SB-672 Traffic-Actuated Signals: Motorcycles and Bicycles (2017)
- SB-743 CEQA Reform (2013)
- SB-922 California Environmental Quality Act Exemption: Transportation-related Projects (2022)
- SB-932 General Plans: Circulation Element: Bicycle and Pedestrian Plans and Traffic Calming Plans (2022)
- SB-1000 Land use: General Plans: Safety and Environmental Justice (2015-2016)
- California Active Transportation Program
- California Transportation Plan 2050 (2021)
- Caltrans' Deputy Directive 64-R2 (2014)
- CEQA for Bicycle and Pedestrian Plans
- Design Information Bulletin 89-02 (Updated in 2022)
- Executive Order N-19-19 (2019)

See Appendix A - Legislation Definitions for descriptions of each legislation.




# EXISTING CONDITIONS 2

# 2.1 DEMOGRAPHICS

Understanding the existing roadway conditions and other context-sensitive information in Banning is critical for the ATP's planning process. The existing conditions analysis reviews data on pedestrian and bicyclist collisions, existing bus stop locations, adjacent land uses, bicycle infrastructure and pedestrian infrastructure. The goal of the analysis is to help identify latent demand, potential projects, and priorities to improve accessibility, permeability, comfort, and safety to create bicycle-friendly and pedestrian-friendly streets.

Topics discussed in the following sections include Banning's demographics, land use, bicycle and pedestrian collision history, and various elements of the existing roadway infrastructure. Data from the 2020 U.S. Census Bureau is also summarized and used to analyze the demographic and commuting characteristics of the City's residents. The datasets in this chapter provide valuable information and help create meaningful discussions on how each of the topics supports or impedes active transportation development within the city.



According to the 2022 American Community Survey (ACS) 5-Year Estimates, Banning has a population of 29,929 within its 23.24 square mile city boundary. The City has a population density of 1,287 people per square mile and has approximately 11,069 households.

The population of Banning has an age distribution that is relatively evenly split. People under the age of 18 make up 23.3 percent, people ages 20-44 make up 27.2 percent, and people ages 45-64 make up 20.1 percent. People over the age of 65 (seniors) comprise 27.6 percent of the total population, indicating that seniors make up the greatest proportion of the population compared to other age brackets and emphasizing the importance of age-friendly infrastructure.

The racial and ethnic makeup in Banning is 48.8 percent White, 7.4 percent Black or African American, 5.5 percent Asian, two percent Native American, less than one percent Native Hawaiian or other Pacific Islander, 19.3 percent some other race, and 17.1 percent identify as two or more races. 49.1 percent of the City's population identify as Hispanic or Latino.

The median household income in Banning is $54,083, lower than California, which is at $91,551. However, homeownership is higher in Banning at 73.1 percent compared to California, which is at 55.8 percent, and housing is more affordable. According to Zillow, the typical value of homes in Banning is $393,909 whereas the State average is $750,709.

## 2.1.1 MAPPING DATA SOURCES

Geographic Information System (GIS) and supporting tabular data used in this report are based primarily on data provided by the City of Banning in September 2022 as well as other sources listed below. Additional data layers were downloaded from the Southern California Association of Governments (SCAG) web page or Transportation Injury Mapping Systems (TIMS). Data from the U.S. Census Bureau is also used to understand the City's demographics.

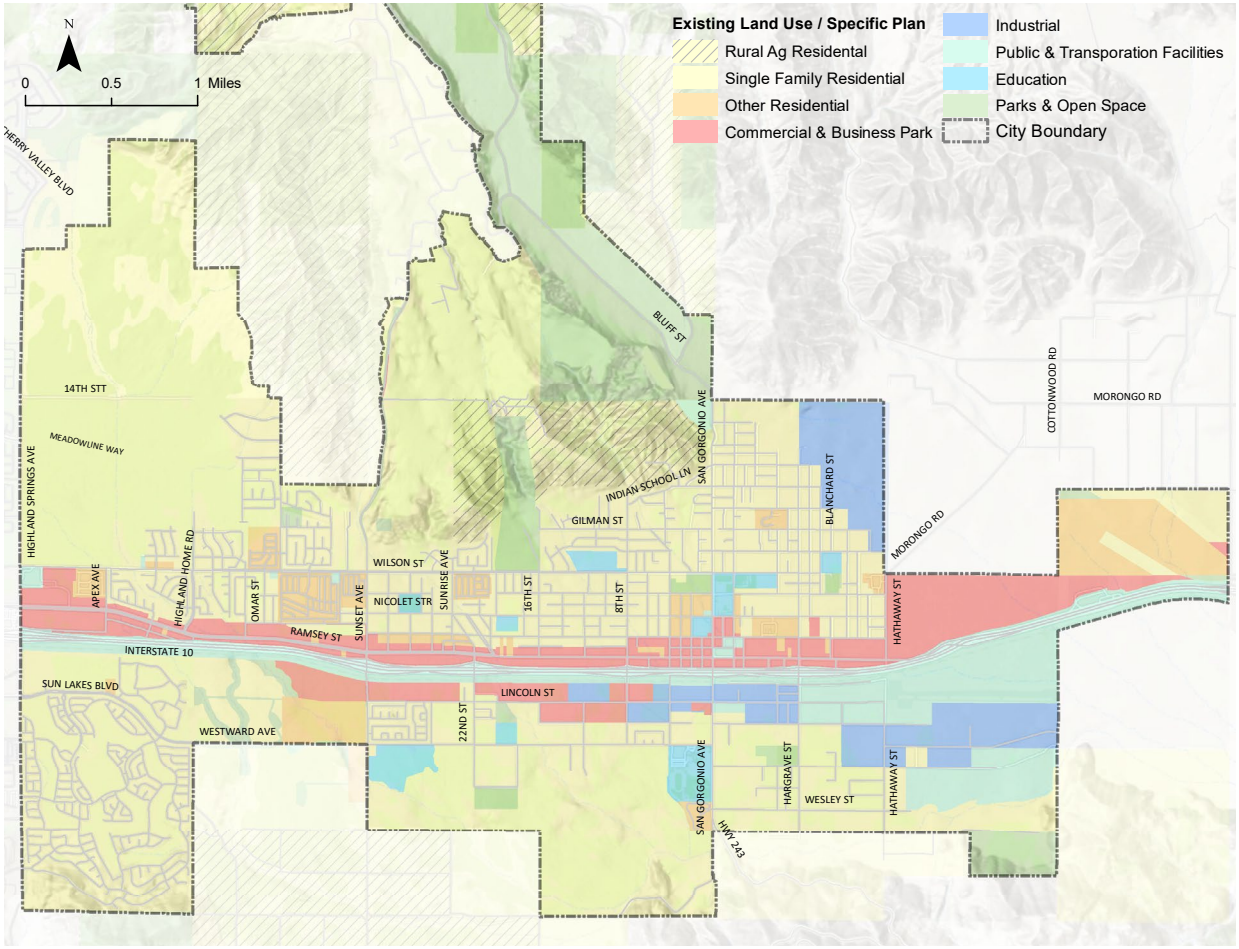
- United States Census Bureau, American Community Survey
- Southern California Association of Governments
- Statewide Integrated Traffic Records System (SWITRS) / Transportation Injury Mapping System (TIMS)
- City of Banning Long Range Transportation Plan
- City of Banning Engineering and Traffic Survey for Speed Limits

## 2.1.2 LAND USE

Banning is a small city in Riverside County with the City of Beaumont on its western border and unincorporated parts of Riverside County on the eastern and southern borders, which are mostly undeveloped open areas. Both north and south of I-10, which runs parallel to the Union Pacific rail line, single family residential and rural land occupy the "outer" portions of the city as shown in Figure 2-1 on page 15. There is an east-west corridor of commercial and business uses bisecting the city on both sides of Ramsey Street on the north side of I-10. On the south side of I-10, the commercial and business uses, plus some industrial uses and an airport, run east-west along Lincoln Street.

To be eligible for State funding, a city's bicycle and pedestrian plan must address connections between specific activity center types. Identifying these centers, and their draw for the community, is essential to creating useful and connected bicycle and pedestrian networks. It is important to cite facilities that connect people to places they want or need to go.

**FIGURE 2-1: Land Use**



## 2.2 TRANSPORTATION MODE SHARE

Approximately 91.4 percent of workers in Banning drive to work, whether alone or in a carpool. This suggests that investments in transit and other mobility choices, in addition to land use changes, should be undertaken to reduce employee commuter trips and reduce traffic congestion throughout the city. Moreover, low rates of people walking and bicycling in Banning suggests that a more bicycle-friendly and walk-friendly community could increase those mode shares.

### Walking Mode Share

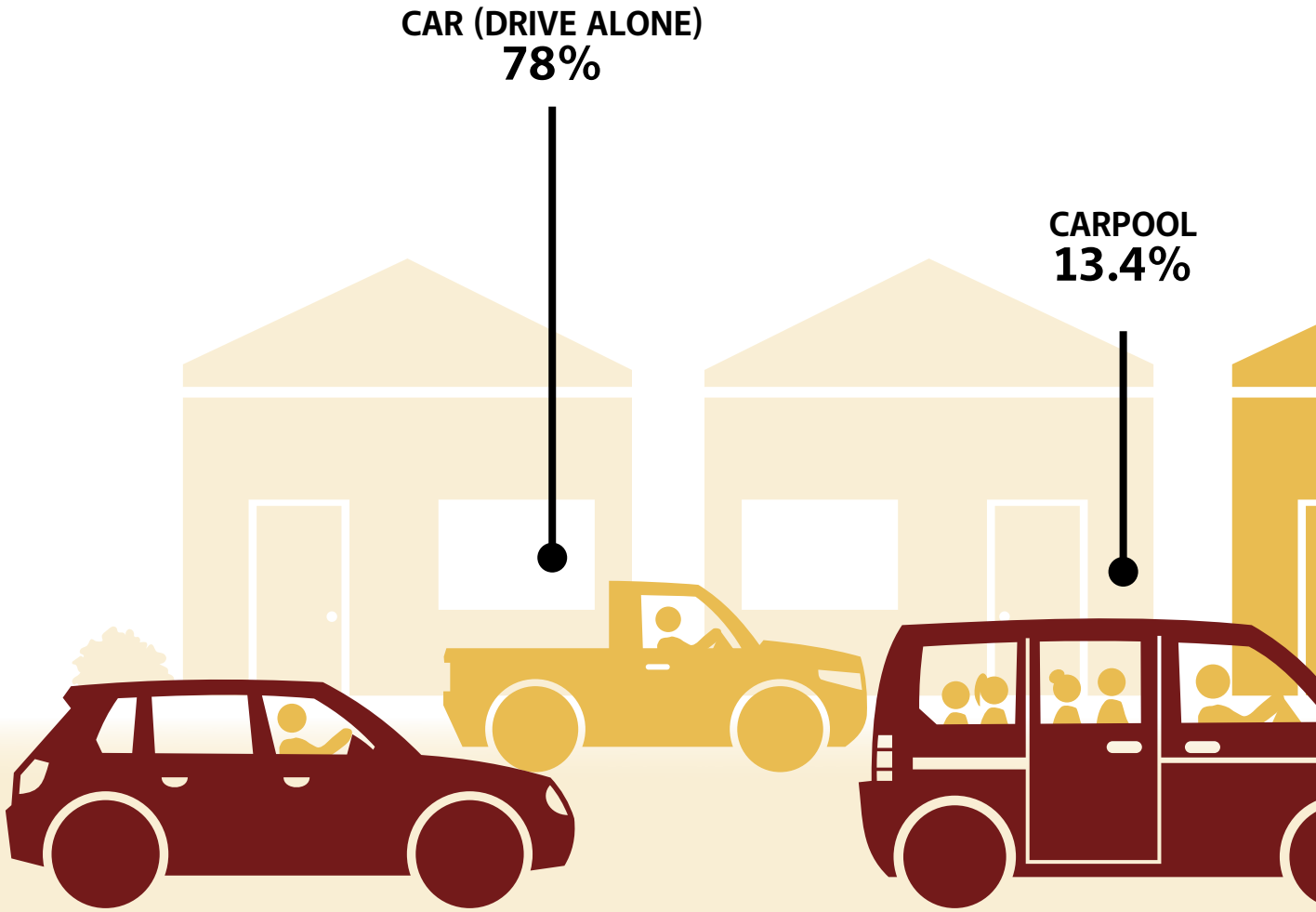
The walking mode share measures the percentage of workers aged 16 years and over who commute to work by walking or rolling. This mode share reflects how well infrastructure and land-use patterns support pedestrian travel to work, considering connections between housing and employment centers or other destinations, as well as the comfort and perceived safety of pedestrian amenities.

### Bicycle Mode Share

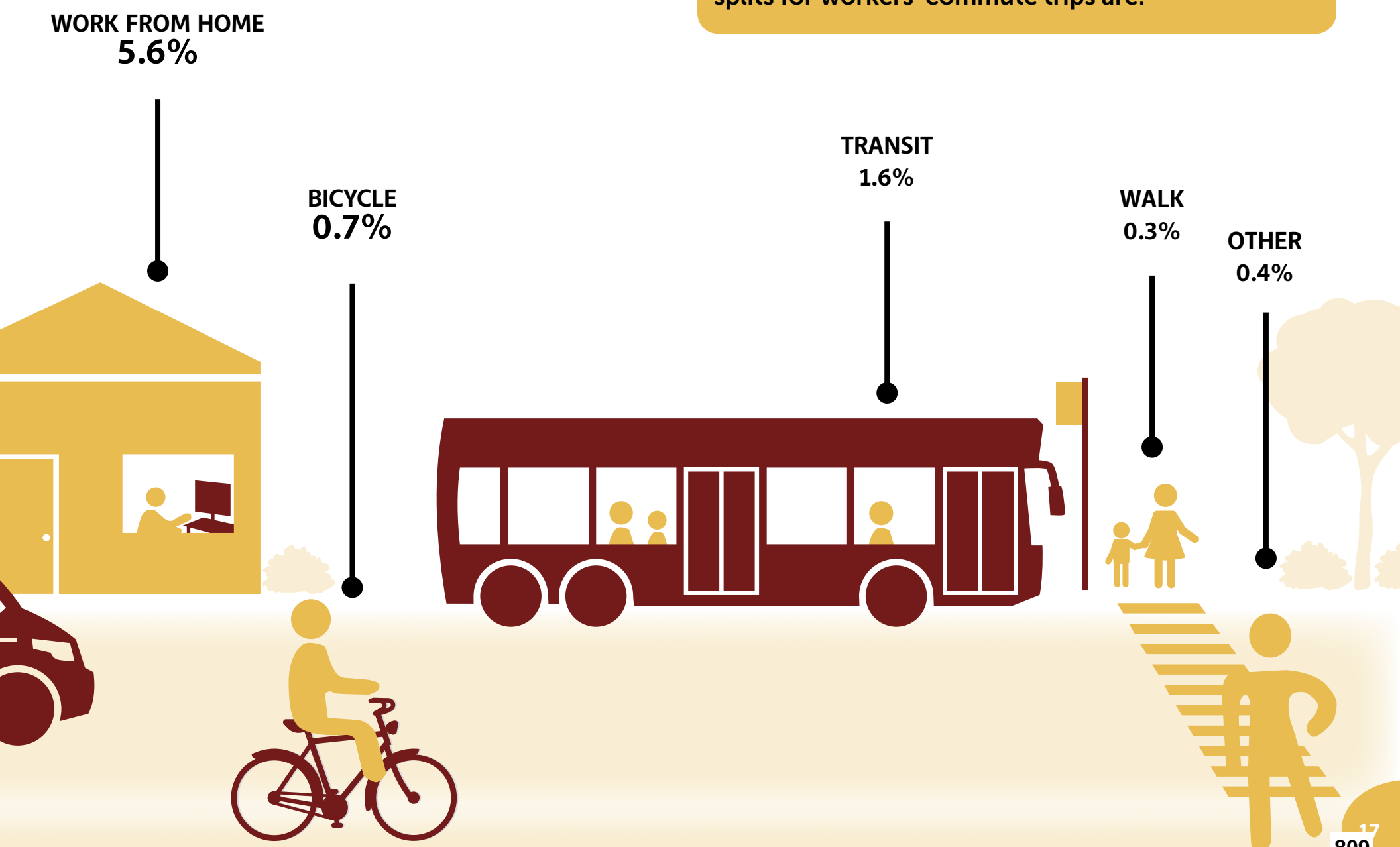
Similar to the walking mode share, bicycling mode share measures the percentage of resident workers aged 16 years and over who commute to work by bicycle. Similar to the walking mode share, the bicycle mode share patterns are also connected to the relative proximity of housing to destinations as well as the comfort and perceived sense of safety of bicycle routes. Research consistently shows that people's main reasons for not bicycling involve excessive high speeds and high volumes of motor vehicles.

### Public Transit Mode Share

Transit mode share measures the percentage of workers aged 16 years and over who commute to work by transit. This mode share reflects how well first mile-last mile infrastructure, transit routes, and land-use patterns support travel to work by transit.



According to the 2022 ACS 5-Year Estimates, there are an estimated 10,149 workers in Banning. Mode splits for workers' commute trips are:



## 2.3 COLLISION DATA AND ANALYSIS

Collision analysis in this report is based on 2011 to 2021 pedestrian and bicycle collision data downloaded from the University of Berkeley's Transportation Injury Mapping System (TIMS), which is supported by the City's Local Road Safety Plan (LRSP). TIMS data is based on the California Highway Patrol's (CHP) Statewide Integrated Traffic Records Systems (SWITRS). Note that TIMS data includes injury-related collisions but does not include property damage or near misses.

Figure 2-2 shows all bicycle injury collisions and Figure 2-3 shows all pedestrian injury collisions that occurred between 2011 and 2021. Each map has the collisions "heat map" with shaded red "hot spots" where the highest density of total bicycle and pedestrian collisions have occurred between 2011 to 2021. As shown in the figures, the highest density of injury-related collisions occurred on the following corridors/streets:

- Ramsey Street
- Wilson Street
- Sunset Avenue
- 8th Street
- Nicolet Street

Census tract attributes are incorporated to provide additional demographic and socio-economic information that can be used to help prioritize future projects. As shown in Figure 2-4, the City of Banning includes eight census tracts but some of the census tracts extend into the currently undeveloped hillside areas north and south of the city's core residential and business areas.

One challenge with using census tracts to quantify high rates of pedestrian and bicycle collisions within the City of Banning is the location of census tract edges that coincide with roads – which are also city bus routes. Whereas collision data points have latitude and longitude coordinates, they may not have exact location accuracy and collisions near census tract edges may get counted in one tract over the other, potentially increasing one census tract count slightly over another. Because this potential data accuracy issue cannot be resolved within the existing data, the quantities shown in the following tables are based on the as-is collision location data.

Table 2-1 shows all pedestrian and bicycle injury collisions grouped by the eight census tracts in Banning and counted by severity of injury. The underlying "Heat Map" red zones shown on the map highlight areas of highest density of pedestrian and bicycle collisions within Banning.

Of the eight Banning census tracts, six have existing bus lines running along their edges, and coincidentally have the highest levels of pedestrian and bicycle collisions in the city highlighted by the "Heat Map" red shading. Darker shades of red circles on the figures indicate high quantities of collisions at a location, and lighter red circles indicate lower quantities of collisions. The six census tracts associated with bus routes and high collision rates, as shown in Figure 2-5, will be used to help identify proposed projects.





**TABLE 2-1: Collision Severity for Bicyclists and Pedestrians, 2011 to 2021**

| CENSUS TRACT | BICYCLE AND PEDESTRIAN CRASH SEVERITY | | | | TOTAL CRASHES PER CENSUS TRACT |
|---|---|---|---|---|---|
| | FATAL | SEVERE INJURY | INJURY (OTHER VISIBLE) | INJURY (COMPLAINT OF PAIN) | |
| 43812 | 1 | 1 | | 1 | 3 |
| 43813 | 1 | 1 | 1 | | 3 |
| 44101 | 1 | 5 | 6 | 4 | 16 |
| 44102 | 2 | | 1 | | 3 |
| 44103 | 6 | 6 | 11 | 3 | 26 |
| 44104 | | | 1 | | 1 |
| 44200 | 1 | 2 | 7 | 3 | 13 |
| 44300 | 1 | 3 | 2 | 2 | 8 |
| **TOTAL** | **13** | **18** | **29** | **13** | **73** |

**FIGURE 2-2: Bicyclist Collision Density**

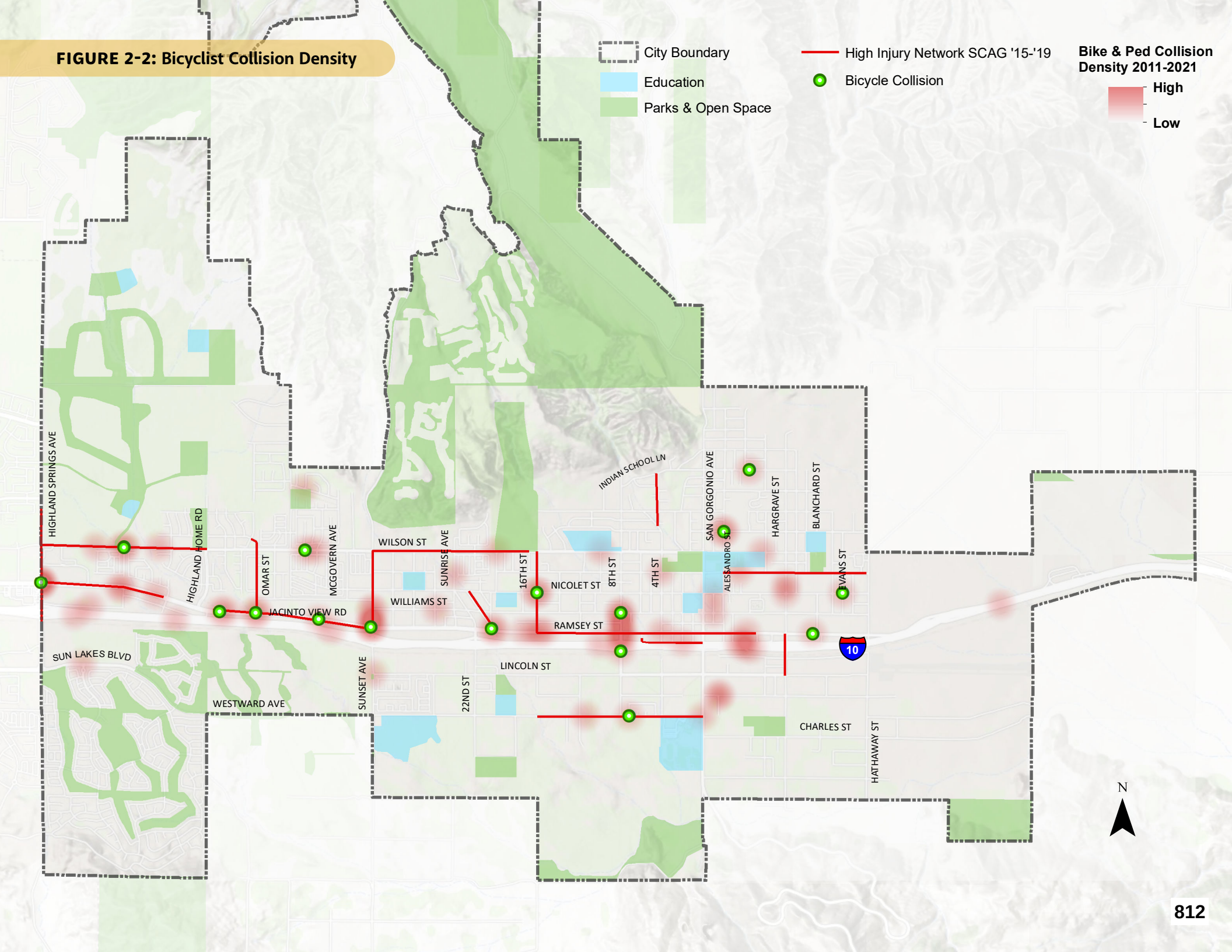


**FIGURE 2-3: Pedestrian Collision Density**

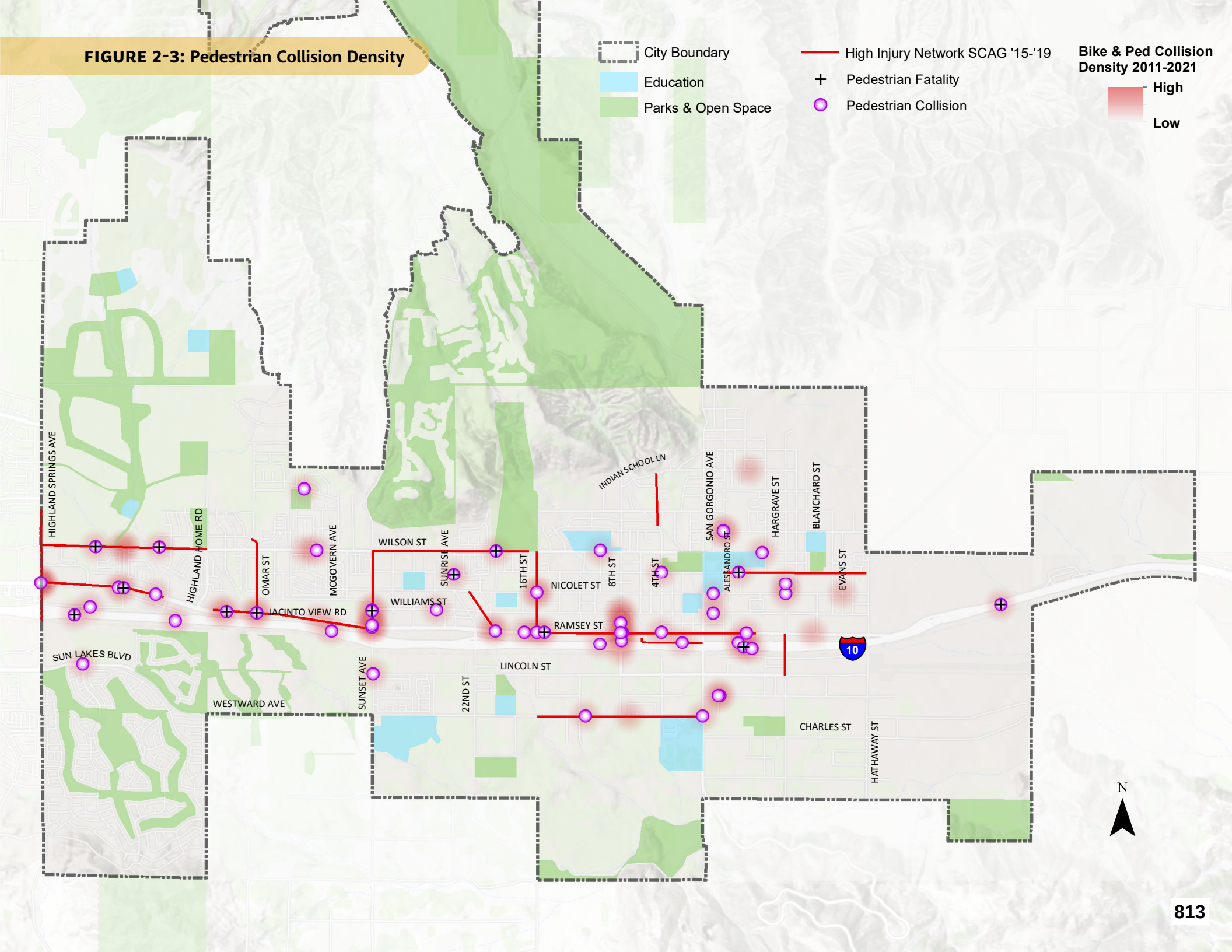


**FIGURE 2-4: Census Tract 8 Heat Map**

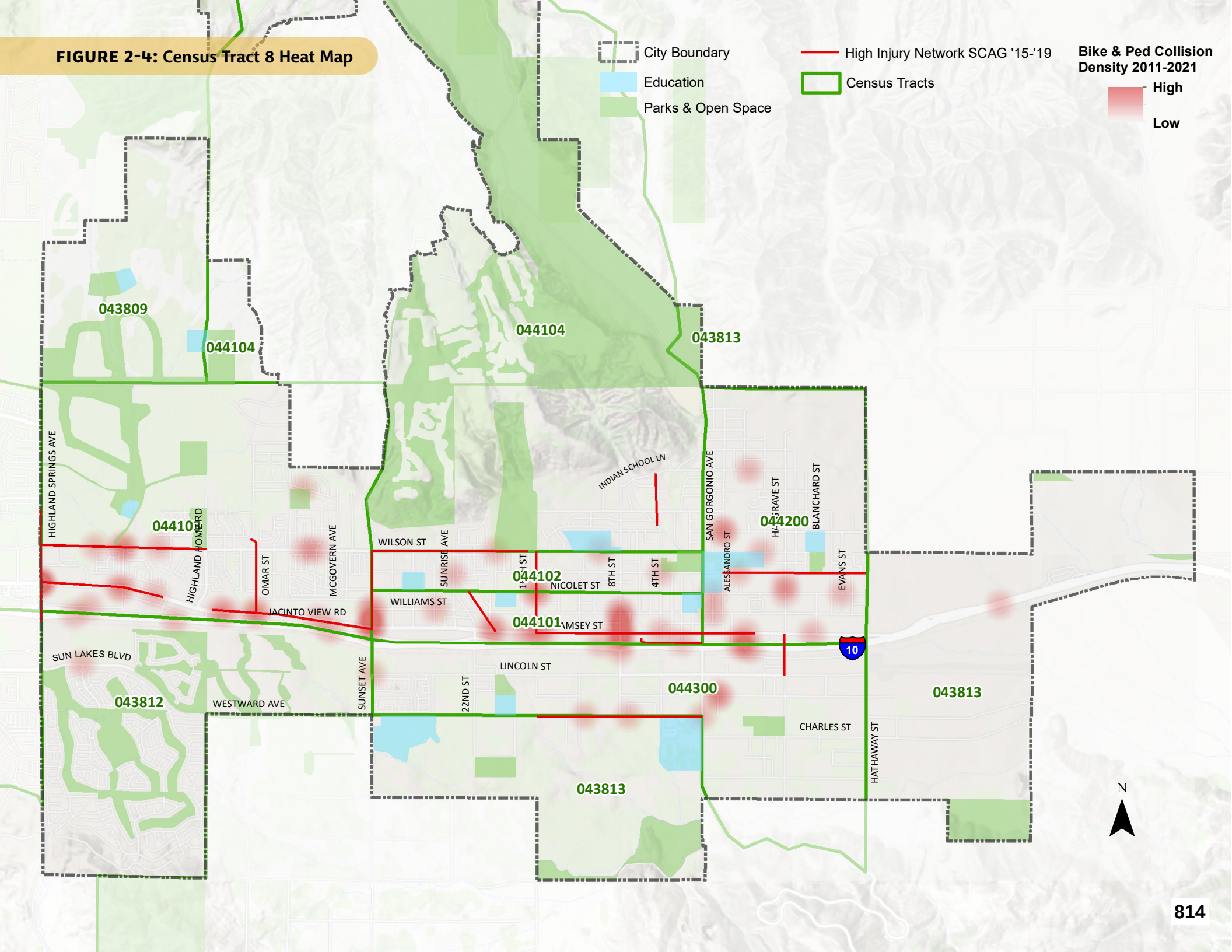
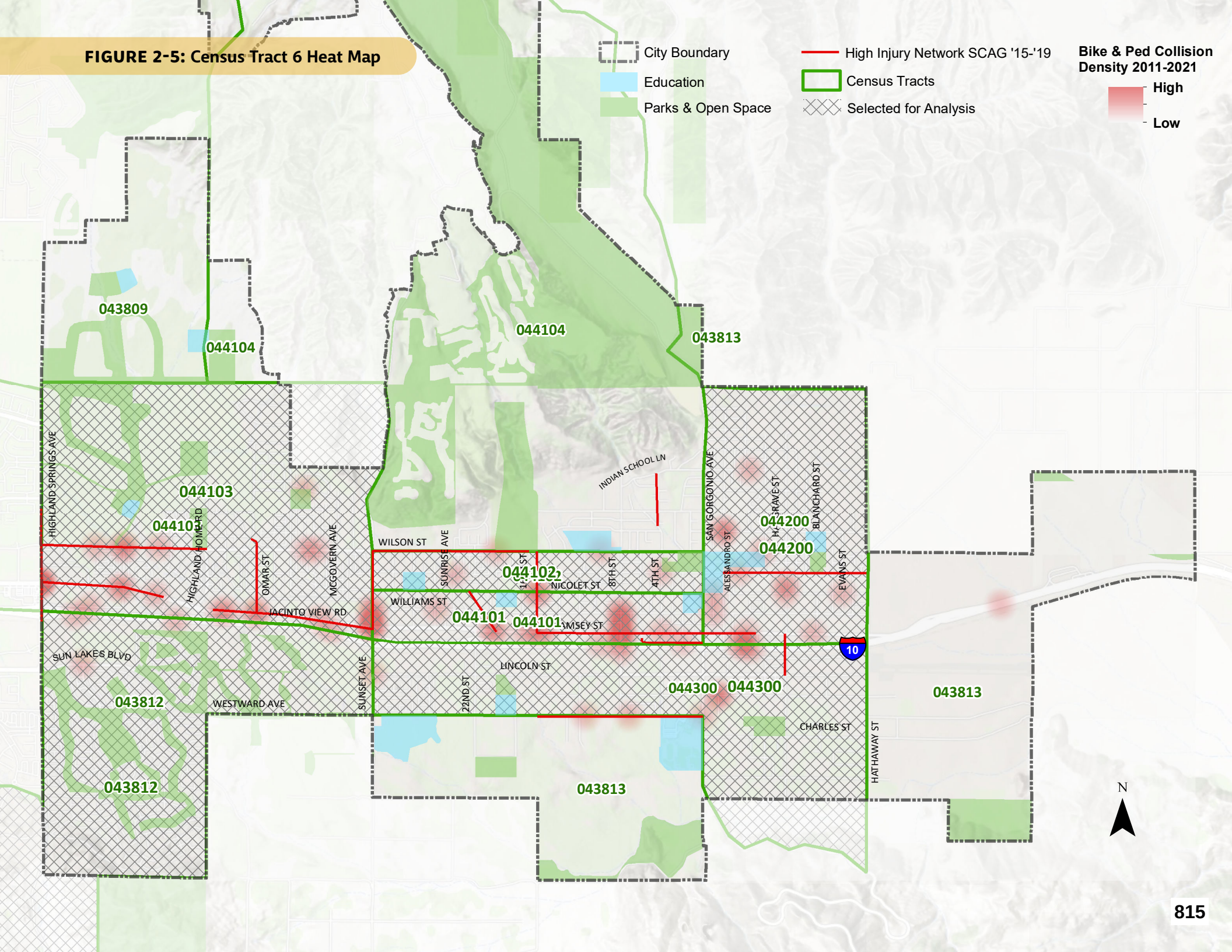


**FIGURE 2-5: Census Tract 6 Heat Map**



## 2.3.1 PRIMARY COLLISION FACTOR BY CENSUS TRACT

Table 2-2 provides a comparison of Primary Collision Factors for the six selected census tracts. Reported 'pedestrian violations' make up the primary collision factor for pedestrian collisions in every census tract. This could mean pedestrians are crossing a street outside of a designated crosswalk or crossing against a red signal. It is important to note that as of 2023, California's Freedom to Walk Act decriminalizes jaywalking and these earlier violations may suggest design issues can be mitigated with traffic calming measures and pedestrian-friendly signal timing, such as Leading Pedestrian Intervals (LPIs). 'Violating a pedestrian's right-of-way' is the second or third most common collision factor in several census tracts. This may entail a driver proceeding into the crosswalk with pedestrians present. 'Violating traffic signals and signs' is the primary collision factor for bicycle collisions in two census tracts. This may refer to a driver not complying with signage, signals, or proceeding into the crosswalk when people are in the crosswalk.

**TABLE 2-2: Primary Collision Factor for Bicyclists and Pedestrians, 2011 to 2021**

| CENSUS TRACT | 43812 | | 44101 | | 44102 | | 44103 | | 44200 | | 44300 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PRIMARY COLLISION FACTOR | BICYCLE | PED | BICYCLE | PED | BICYCLE | PED | BICYCLE | PED | BICYCLE | PED | BICYCLE | PED |
| DUI | | | | | | | | 6% | | | | |
| Unsafe Speed | | | | 25% | | | | 6% | | 11% | | |
| Violating Pedestrian Right of Way | | 33% | | 17% | | | | 24% | | 22% | | 29% |
| Wrong Side of Road | | | 25% | | | | 22% | | | | | |
| Not Stated | | | | 8% | | | | 6% | | | | |
| Pedestrian Violation | | 67% | | 42% | | 100% | | 41% | | 56% | | 71% |
| Traffic Signals and Signs | | | 50% | | | | 11% | | 25% | 11% | 100% | |
| Improper Turning | | | | | | | 22% | | 25% | | | |
| Automobile Right of Way | | | 25% | 8% | | | 22% | | 25% | | | |
| Unknown | | | | | | | 11% | | | | | |
| Unsafe Lane Change | | | | | | | 11% | 6% | | | | |
| Other Than Driver (or Pedestrian) | | | | | | | | 6% | | | | |
| Unsafe Starting or Backing | | | | | | | | | 25% | | | |
| **Total by Mode and Census Tract** | **0** | **3** | **4** | **12** | **0** | **3** | **9** | **17** | **4** | **9** | **1** | **7** |
| **Total by Census Tract** | **3** | | **16** | | **3** | | **26** | | **13** | | **8** | |

**FIGURE 2-6:** Primary Collision Factor for Bicycle and Pedestrian Collisions, 2011 to 2021

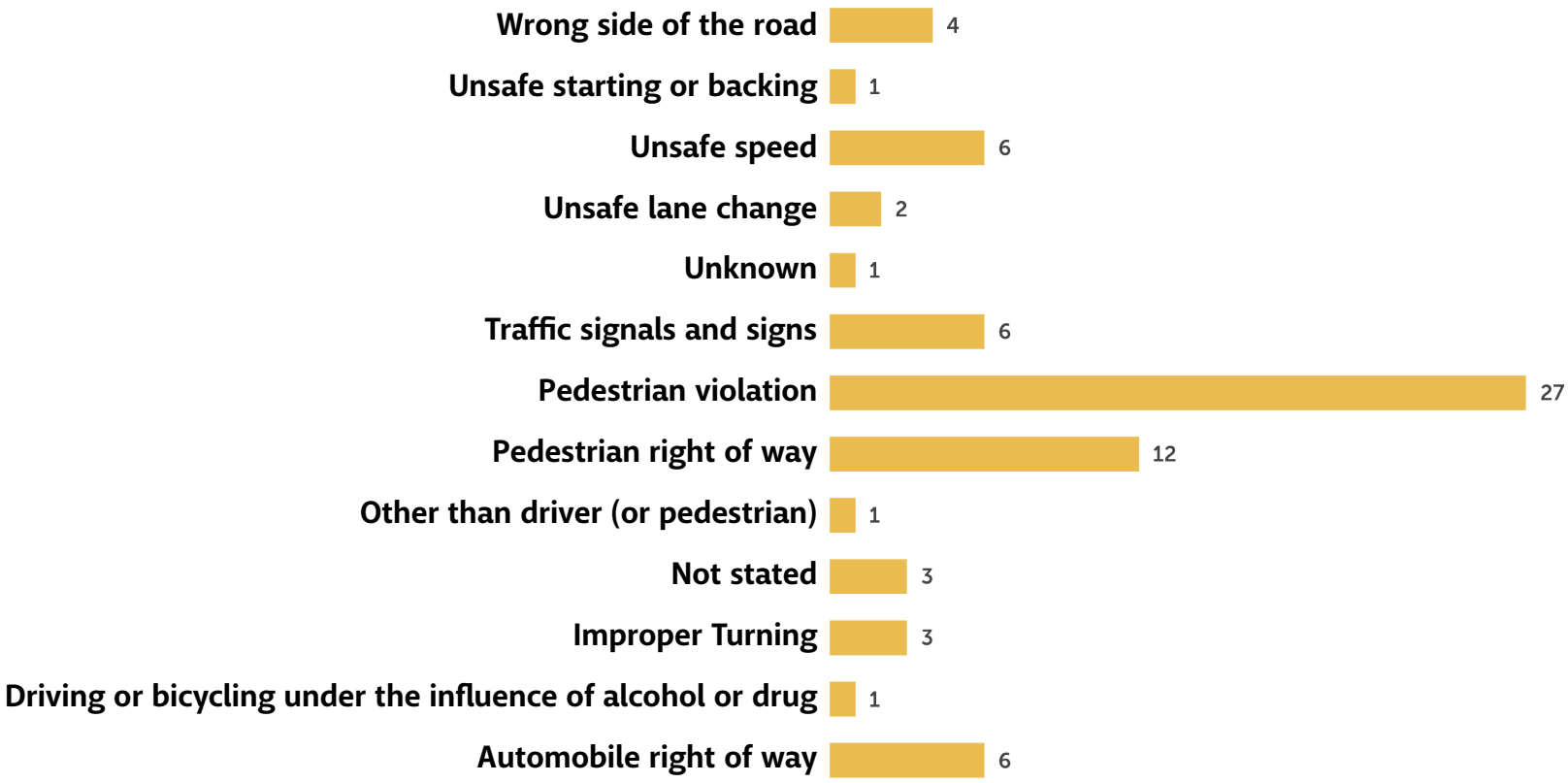


Table 2-3 provides a summary of corridors with the highest collision rates, the primary collision factor (from SWITRS/TIMS data) and existing infrastructure that may be contributing to the high rate of collisions, organized by each census tract. As noted in the table and figures throughout this section, most collisions occur on multi-lane collector roads with high volumes of traffic and higher speed limits, especially near busy commercial areas.

Research published in the Journal for Transport and Land Use notes that a deceased pedestrian or bicycle is not able to give their perspective on the collision and the person reporting the collision usually has the perspective of a motorist. These points tend to skew data resulting in pedestrians and cyclists being blamed for a disproportionate number of crashes, which should be considered when developing traffic safety countermeasures.

**TABLE 2-3: Collision Analysis based on TIMS Collision Data**

| CENSUS TRACT | 43812 | 44101 | 44102 | 44103 | 44200 | 44300 |
|---|---|---|---|---|---|---|
| Highest Collision Corridors | -Ramsey Street<br>-Wilson Street | -Ramsey Street<br>Sunset Avenue<br>-8th Street | -Nicolet Street<br>-Wilson Street<br>-Sunset Avenue | -Ramsey Street<br>-Wilson Street<br>-Sunset Avenue | -Ramsey Street | No primary corridors |
| Pedestrian Collisions | -Violating pedestrian ROW<br>-Pedestrian violations | -Violating pedestrian ROW<br>-Pedestrian violations<br>-Unsafe Speed | -Pedestrian violations | -Violating pedestrian ROW<br>-Pedestrian violations | -Violating pedestrian ROW<br>-Pedestrian violations | -Violating pedestrian ROW<br>-Pedestrian violations |
| Existing Pedestrian Infrastructure | -Local road intersections lack high visibility crosswalks | - Long blocks lack safe pedestrian crossing / refuge, high vehicle speeds<br>-Local road intersections lack high visibility crosswalks<br>- Sidewalks missing | - Long blocks lack safe pedestrian crossing / refuge, high vehicle speeds<br>- Intersections lack signals and high visibility crosswalks<br>- Sidewalks missing | - Long blocks lack safe pedestrian crossing / refuge, high vehicle speeds<br>- Intersections lack signals and high visibility crosswalks | -Local road intersections lack high visibility crosswalks<br>- Sidewalks missing<br>- Long blocks lack safe pedestrian crossing / refuge, high vehicle speeds | -Local road intersections lack high visibility crosswalks<br>- Sidewalks missing |
| Bicycle Collisions | None | -Bicyclist on wrong side of road<br>- Violating Automobile ROW<br>- Traffic signals and signs | None | -Violating automobile ROW<br>-Bicyclist on wrong side of road<br>- Improper turning | -Traffic Signals and Signs<br>-Improper Turning<br>-Violating Automobile ROW<br>-Unsafe Starting or Backing | -Traffic Signals and Signs |
| Existing Bicycle Infrastructure | -Lacks bike lanes, however Sun Lakes is a gated community with limited access and no through traffic reduces risk to bicyclists and pedestrians | -Bike lane on Ramsey<br>-Sharrows on San Gorgonio Ave<br>-Lack of Bike lanes on all of Wilson St, Nicolet St, and 8th St | -Sharrows on San Gorgonio Ave and short segment of Wilson St<br>-Lack of Bike lanes on all of Wilson St, Nicolet St, and 8th St | -Bike lane on Ramsey, small length on Wilson, and lanes on new development at east edge of City<br>-Lack of Bike lanes on most of Wilson St and Sunset Ave | -Sharrows on San Gorgonio Ave and Wilson St to elementary school<br>-Lack of Bike lanes on all of Wilson St, Nicolet St, Hargrave St, | -Lack of bike lanes on Lincoln St, Westward Ave, Sunset Ave, 8th St, 22nd St, San Gorgonio Ave, Hargrave St, and Charles St<br>-Proposed bike lane using rail line right of way |

## 2.4 STREET CLASSIFICATION

Figure 2-7 depicts the streets in Banning and how they are classified into standard category definitions: collector, principal and minor arterial, and local roads. Regional access to Banning is provided by I-10 which bisects Banning east to west. Local access to major destinations throughout the city is provided by major and arterial highways including Ramsey Street, Wilson Street, Lincoln Street, and Highland Springs Avenue. The collectors provide access to residential, school, park, and other smaller destinations.

The fact that principal and minor arterial roadways are used to access important local destinations within the city underscores the need for active transportation facilities that safely and comfortably accommodate non-motorized forms of travel along these multi-lane, high volume, car-oriented corridors.

The City's roadways are analyzed further in the recommendations chapter to determine which projects are feasible within the street rights-of-way and curb to curb sections as well as those that address the community's desires and needs.



### 2.4.1 POSTED SPEED LIMIT

Banning's high-volume corridors include Ramsey Street, Wilson Street, Sunset Avenue, 16th Street, San Gorgonio Avenue, Nicolet Street, Lincoln Street, 8th Street, 2nd Street, and Hargrave Street as shown in Figure 2-8. The posted speed limits for these corridors are as high as 50 miles per hour (mph) on Wilson Street and the east end of Ramsey Street. Many of the primary connector roads have posted speed limits between 40 and 45 mph.

A few of the secondary streets have a posted speed limit of 25 mph, and reported operating speeds which are much higher, which make them viable for potential ATP recommendations such as neighborways (traffic calmed, residential streets). Posted speed limits and operating speeds along primary and secondary corridors will play an important role in the development of enhanced recommendations appropriate for these larger streets.



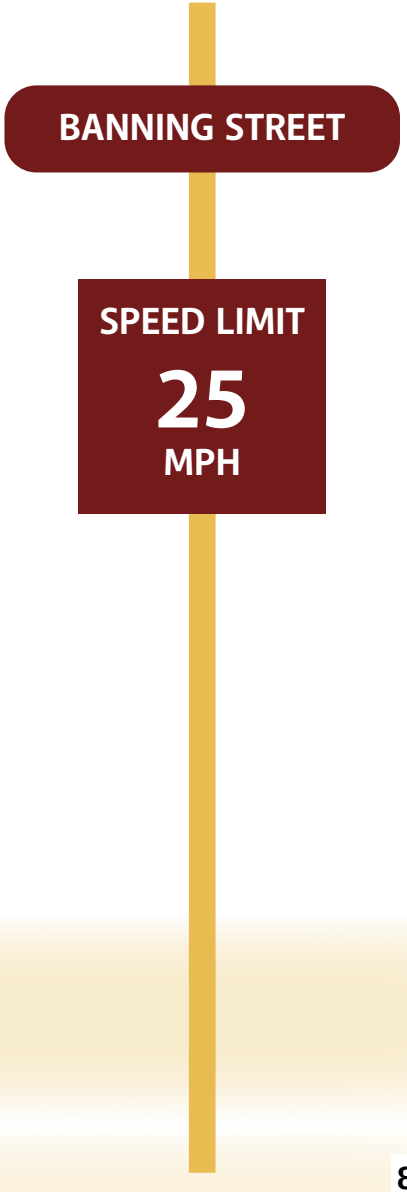


**FIGURE 2-7: Street Classification**

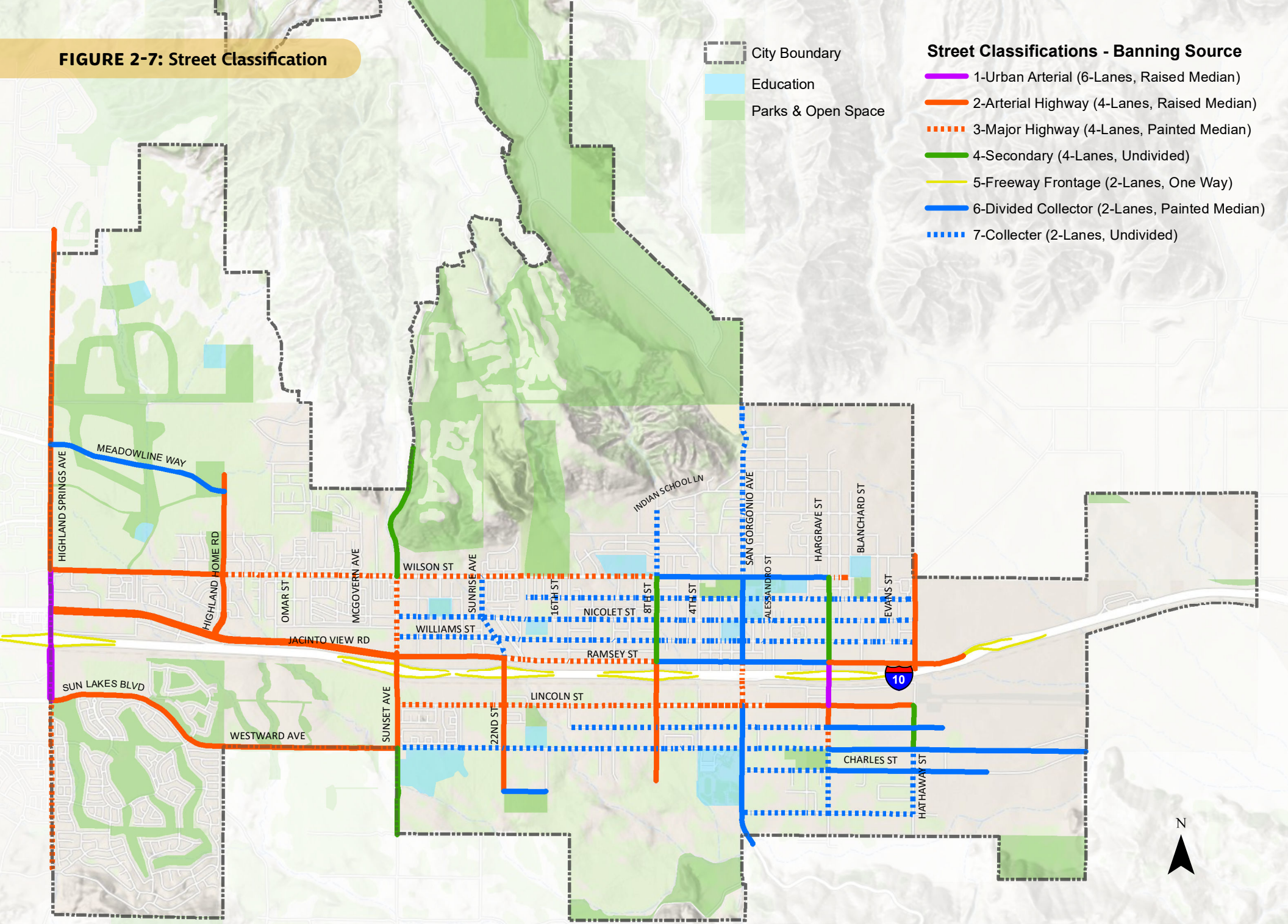
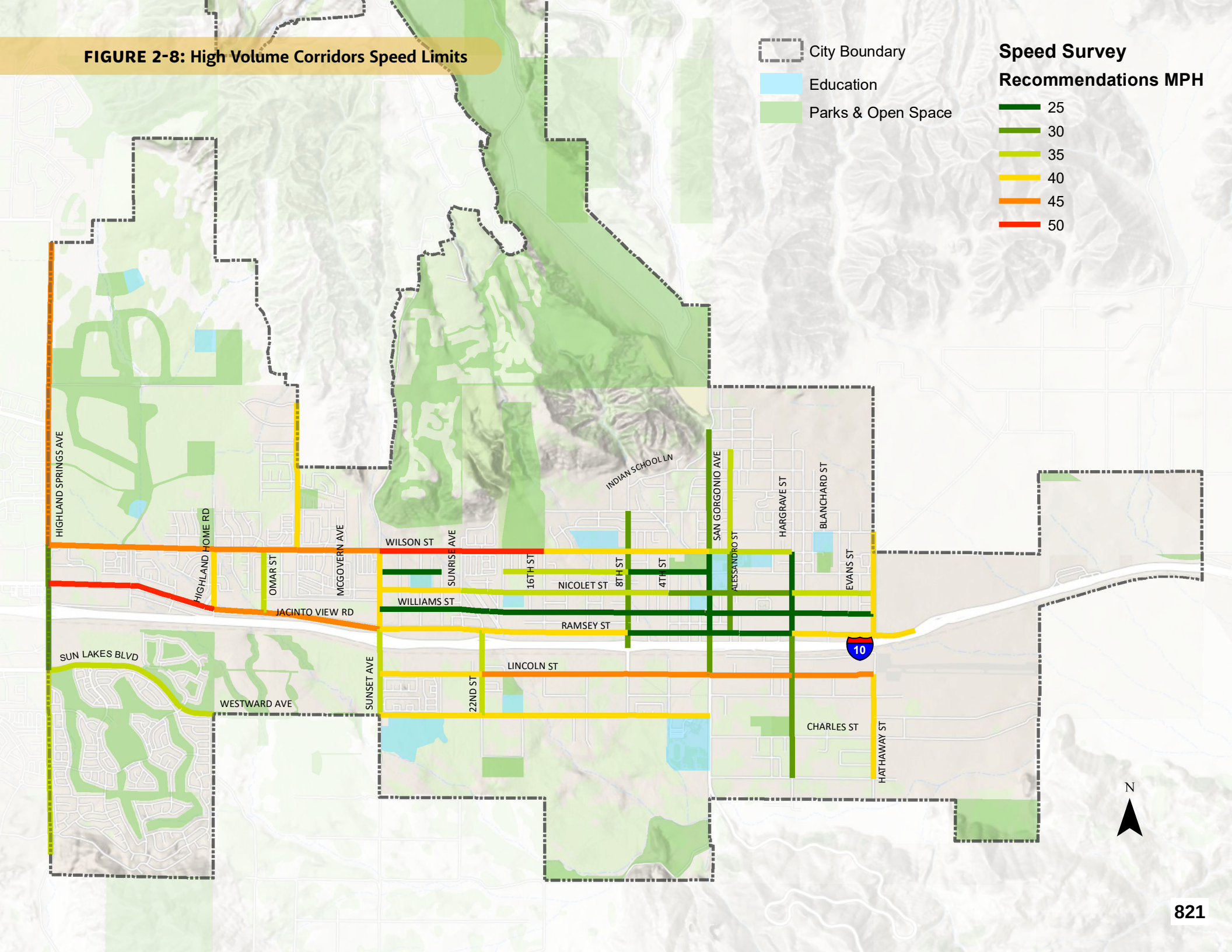


**FIGURE 2-8: High Volume Corridors Speed Limits**





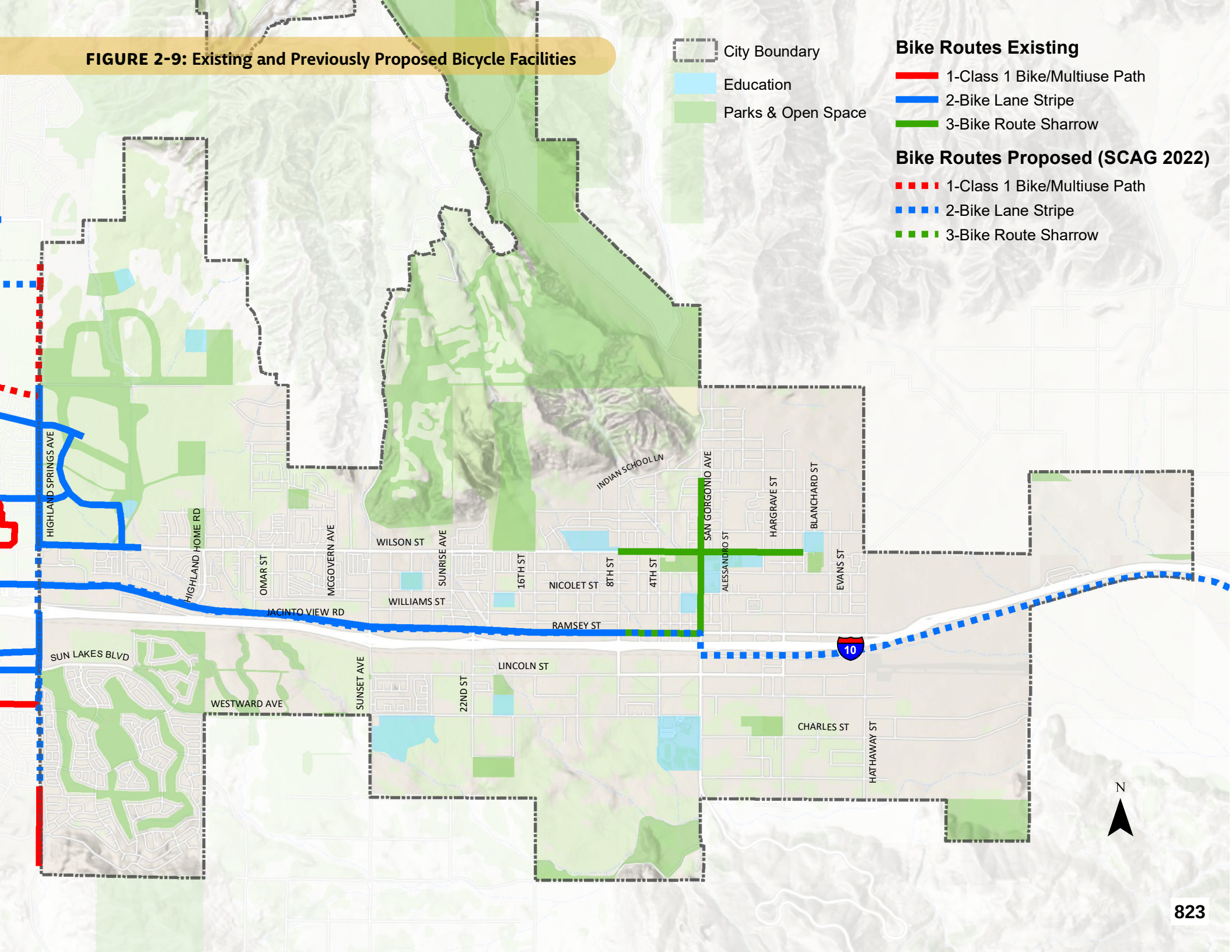

## 2.4.2 EXISTING AND PREVIOUSLY PROPOSED BICYCLE FACILITIES

The existing bicycle facility network in Banning consists of a 3.5 mile Class II bicycle lane on Ramsey Street that ends with a half-mile of Class III shared lane markings, or "sharrows" between 8th Street and San Gorgonio Avenue. Additional Class III sharrows run one mile north up San Gorgonio Avenue, and half-mile east and west on Wilson Street to connect with San Gorgonio Avenue. Approximately three miles of Class II bicycle lanes are at the west edge of the city at new housing developments off of Highland Springs Avenue, Apex Street, Landmark Way, Atwell Drive, and Meadowline Way. A total of approximately eight miles of Class II bicycle lanes and Class III sharrows exist in Banning as shown in Figure 2-9.

The Banning Downtown Revitalization and Complete Streets Plan adopted in 2023 studied the City's Downtown Core along Ramsey Street, reimagining ways to slow traffic and expand space for people walking and bicycling. For the proposed bicycle network, the plan calls for a combination of Class IV separated bikeways and Class II buffered bicycle lanes through the Ramsey Street Downtown. The buffered bicycle lane will run from 8th Street to 4th Street, where the network transitions into a cycle track through to Alessandro Street where it then transitions back into a buffered bicycle lane to Martin Street.

The existing network was analyzed for connectivity as part of the community and stakeholder engagement process. It was used to gather additional input on routes people feel are important and which should move forward as recommendations. Although the City does not have a comprehensive bicycle facility network, this ATP Plan identifies new routes that will connect people with their destination within city boundaries, and with the City of Beaumont, the community of Cabazon, and Riverside County. Banning is well known for having the San Bernardino National Forest to the north and Mount San Jacinto State Park to the south, both with extensive trail networks. Connecting the Banning ATP network with these networks would benefit people living and working in Banning, as well as the greater region.

**FIGURE 2-9: Existing and Previously Proposed Bicycle Facilities**



## 2.4.3 BUS STOP LOCATIONS

Figure 2-10 shows all 160 Banning Connect bus stops that serve the City of Banning with Bus Line #1 also serving the community of Cabazon six miles east of Banning. The bus line also has connection stops at the east edge of Beaumont. The frequency of stops on each street are shown in Table 2-4. A more detailed map showing bus stop ridership levels with bicycle and pedestrian collision points are shown in Figure 2-11.

**TABLE 2-4: Scheduled Bus Stops**

| STREET NAME | TOTAL SCHEDULED STOPS |
|---|---|
| 1st Street | 1 |
| 2nd Street | 5 |
| 6th Street | 2 |
| Alessandro Road | 4 |
| Almond Street | 2 |
| Esperanza Avenue | 1 |
| Hargrave St | 2 |
| Highland Springs Avenue | 21 |
| Indian School Road | 4 |
| Lincoln Street | 3 |
| Nicolet Street | 13 |
| Ramsey Street | 103 |
| San Gorgonio Avenue | 4 |
| Seminole Drive | 4 |
| Sunset Avenue | 4 |
| Wesley Street | 2 |
| Westward Avenue | 6 |
| Williams Street | 5 |
| Wilson Street | 8 |
| **Total Scheduled Stops** | **194** |



**FIGURE 2-10: Bus Routes (Full Extent)**

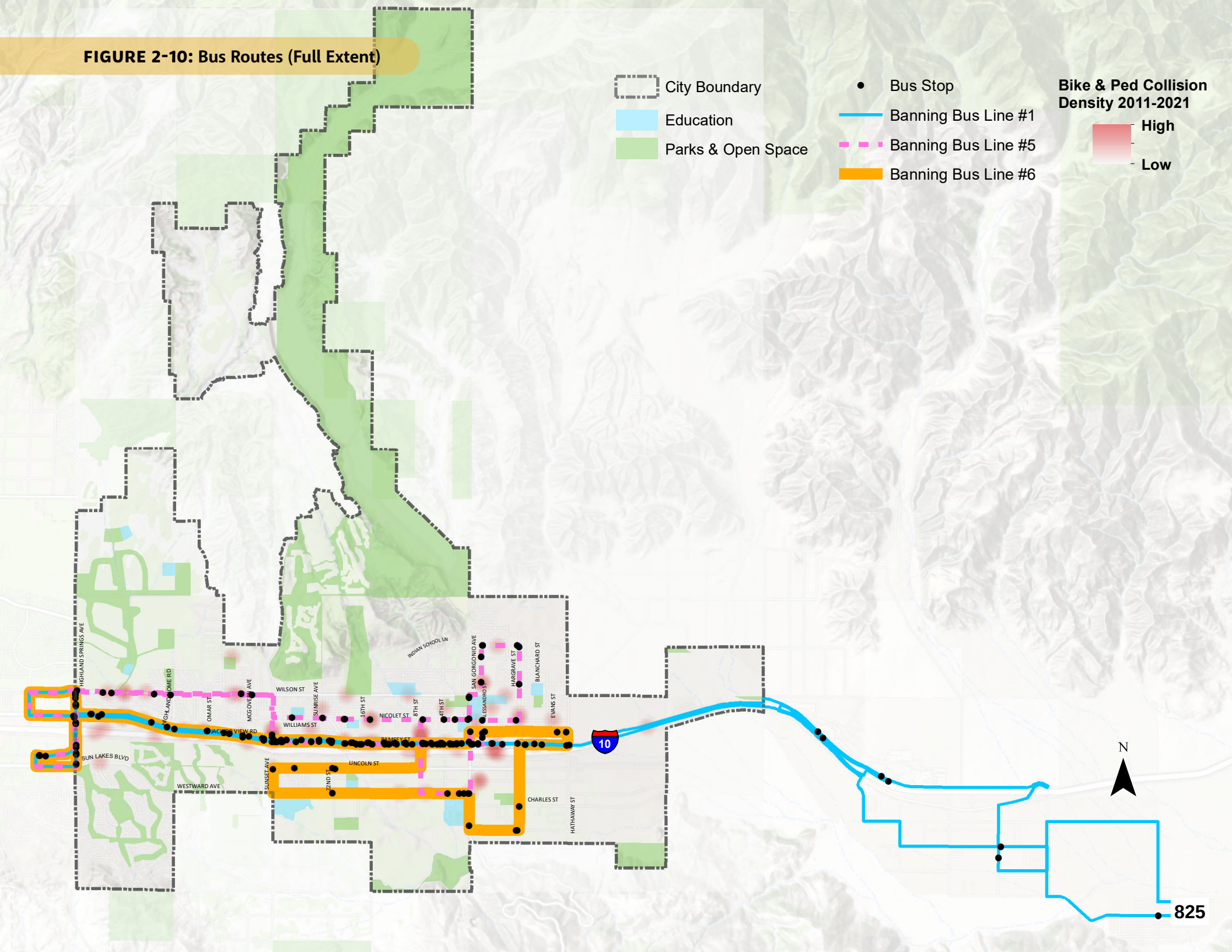
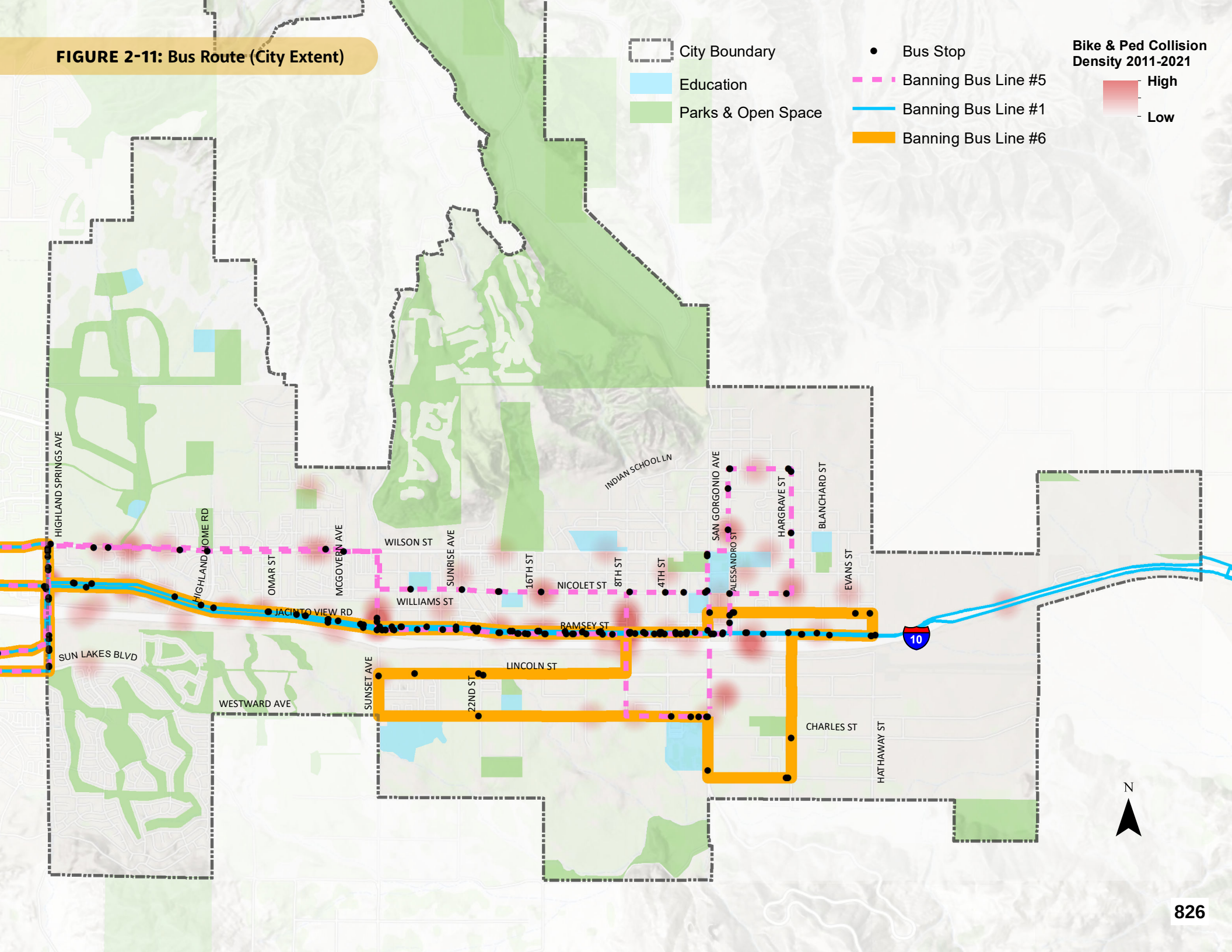


**FIGURE 2-11: Bus Route (City Extent)**



## 2.4.4 PEDESTRIAN NETWORK

The City of Banning has a partial network of sidewalks that connect many parts of the city; however, widespread gaps create room for an improved network as shown in Figure 2-12. A sidewalk GIS file was provided by the City of Banning to show where sidewalks exist. Based on the latest aerial imagery, the gaps were digitized as part of this study to highlight missing sidewalk locations.

As shown in the following figures, some of the sidewalk gaps appear to have a coincident relationship with pedestrian collisions. Although a direct cause and effect relationship between sidewalk gaps and pedestrian collisions would be difficult to establish, the apparent coincident relationship could justify construction of sidewalks to fill the gaps on all primary roads. The following primary corridors have sidewalk gaps on both sides of the street:

- Ramsey Street
- Wilson Street
- Nicolet Street
- Westward Avenue (south side of I-10)
- Sunset Avenue (north and south of I-10)
- Sunrise Avenue
- 22nd Street (south of I-10)
- 8th Street
- San Gorgonio Avenue (north and south of I-10)
- Alessandro Road
- Hargrave Street (north and south of I-10)

## 2.4.5 PROPENSITY MODEL

To help define study focus areas, a Geographic Information Systems (GIS) model was created to reveal relationships between the many factors analyzed. A Bicycle-Pedestrian Propensity Model (BPPM) was developed, considering all of the previously discussed analysis inputs, to establish where bicyclists and pedestrians are most likely to be, either currently or if improvements were to be made. The BPPM is composed of two sub-models: Attractor and Generators. These sub-models are then combined to create the composite BPPM.

Attractors are activity centers known to attract bicyclists and pedestrians. Examples are schools, transit stops, and retail and commercial shops. Generators are developed from census based demographic data based on the number of people that walk or ride bicycles from their homes within the study area. Examples of generators are population density, primary mode of transportation to work, and vehicle ownership.

The resulting map shown in Figure 2-13 was used to identify areas that would benefit most from safe new infrastructure projects.

The BPPM map shows the highest likely use along major corridors, especially along Ramsey Street, Williams Street, and Nicolet Street. In addition to these corridors, the BPPM depicts regions within the City that should be considered, such as the area along San Gorgonio Avenue on the south side of I-10.

**FIGURE 2-12: Sidewalk Gaps**

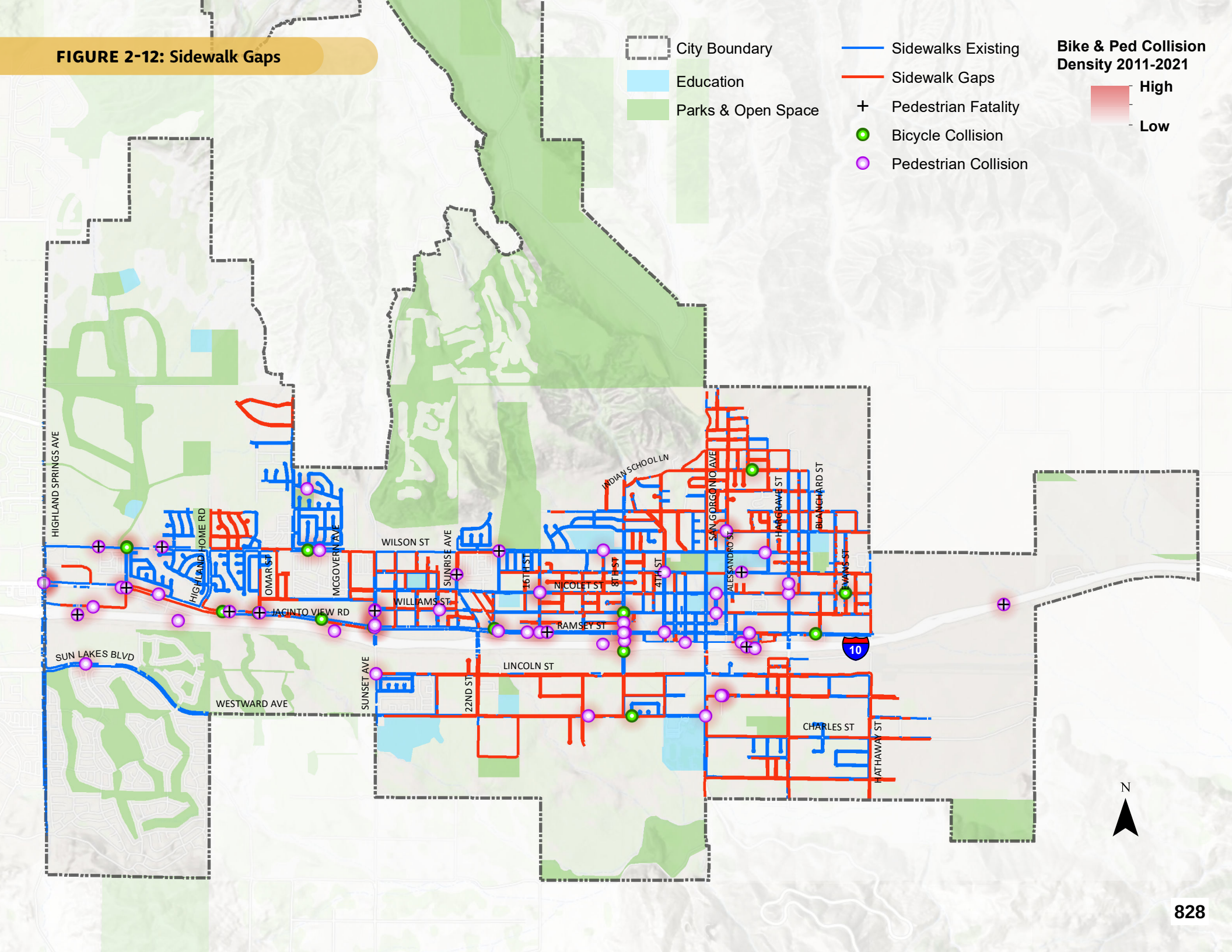
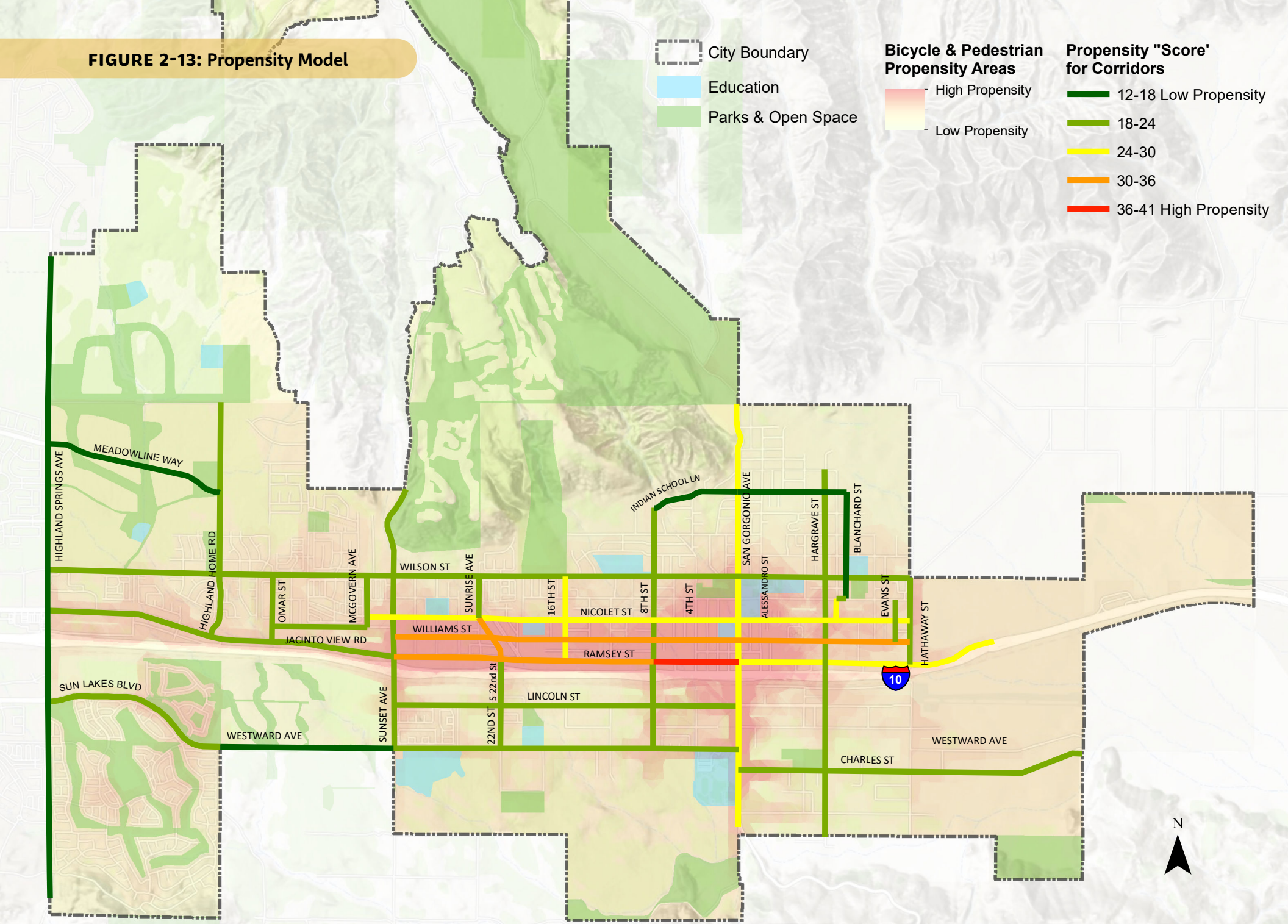


**FIGURE 2-13: Propensity Model**



## 2.4.6 BICYCLE LEVEL OF TRAFFIC STRESS (LTS)

A map of Banning's bicycle level of traffic stress (LTS) levels are shown in Figure 2-14.

Nearly all main corridors have a high level of traffic stress (LTS 4). This means that only the most confident, experienced, and capable bicyclists are willing to ride on these facilities, while the other users may not feel safe and comfortable riding on the larger thoroughfares, as shown below in the bicycle user classification system developed by the City of Portland. These classifications can be helpful in understanding the characteristics and infrastructure preferences of different bicyclists as well as identifying high stress gaps in the network that need to be mitigated.

Bicycle facility planning should use a wide variety of options, from neighborways (traffic calmed residential streets) to separated facilities, to accommodate as many user types as possible and to provide a comfortable and safe experience for the greatest number of cyclists.

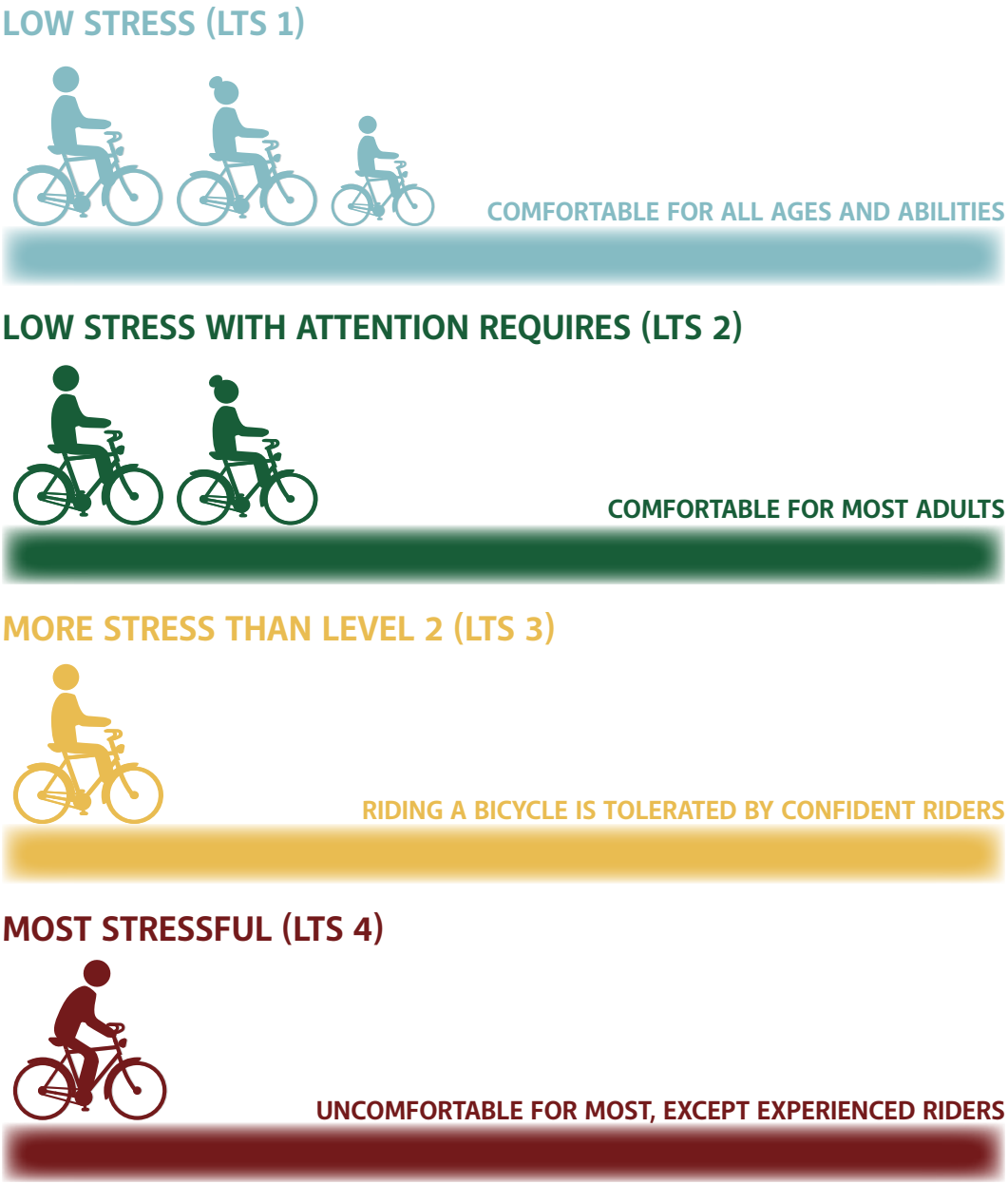
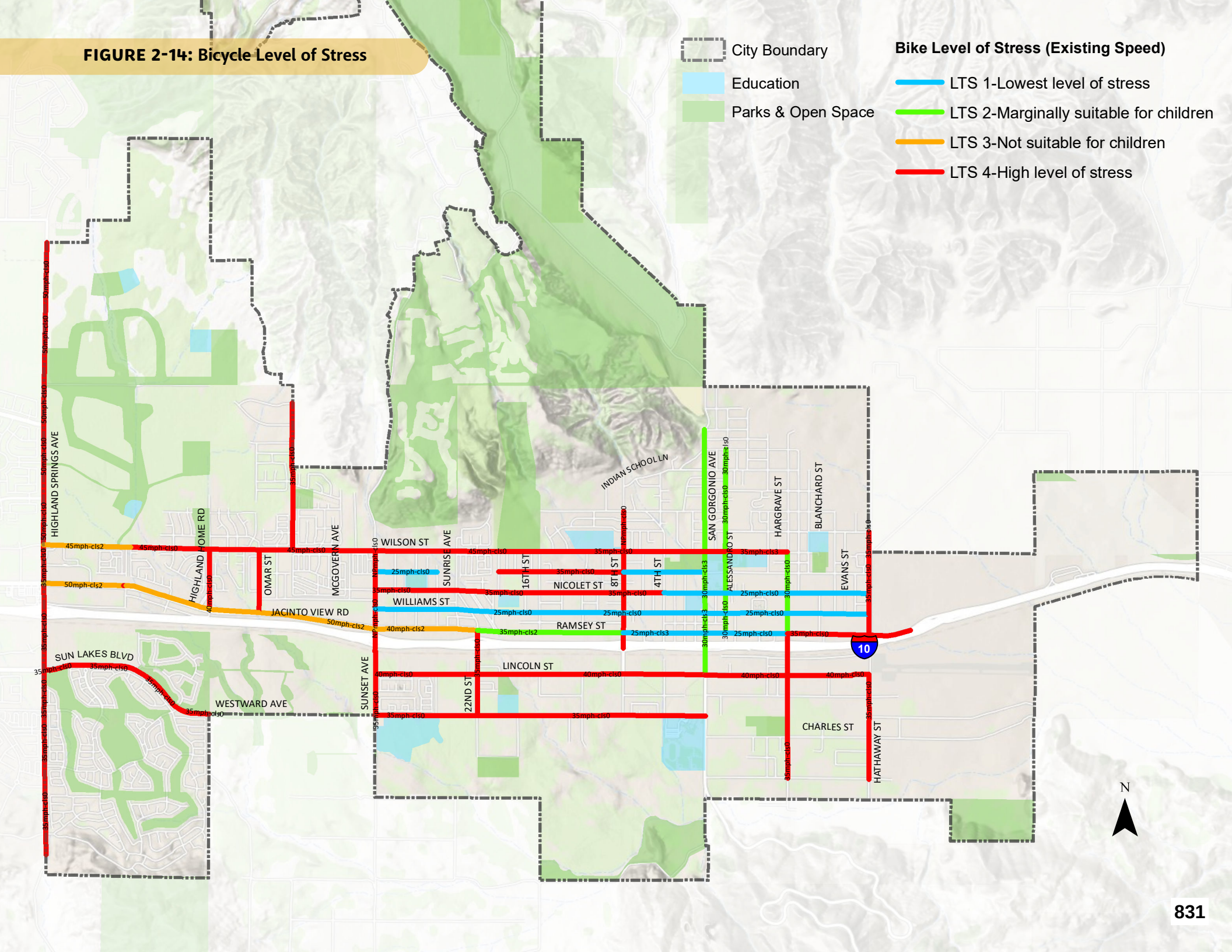


**FIGURE 2-14: Bicycle Level of Stress**






# 2.5 EQUITY DATA AND ANALYSIS

## 2.5.1 CALENVIROSCREEN

CalEPA generally defines disadvantaged communities as census tracts in California receiving the highest 25 percent of overall scores in CalEnviroScreen 4.0 (CES). CalEnviroScreen is a screening tool used to help identify communities disproportionately burdened by multiple sources of pollution and with population characteristics that make them more sensitive to pollution. CalEPA designates disadvantaged communities based on geographic, socioeconomic, public health, and environmental hazard criteria.

Criteria includes but is not limited to:

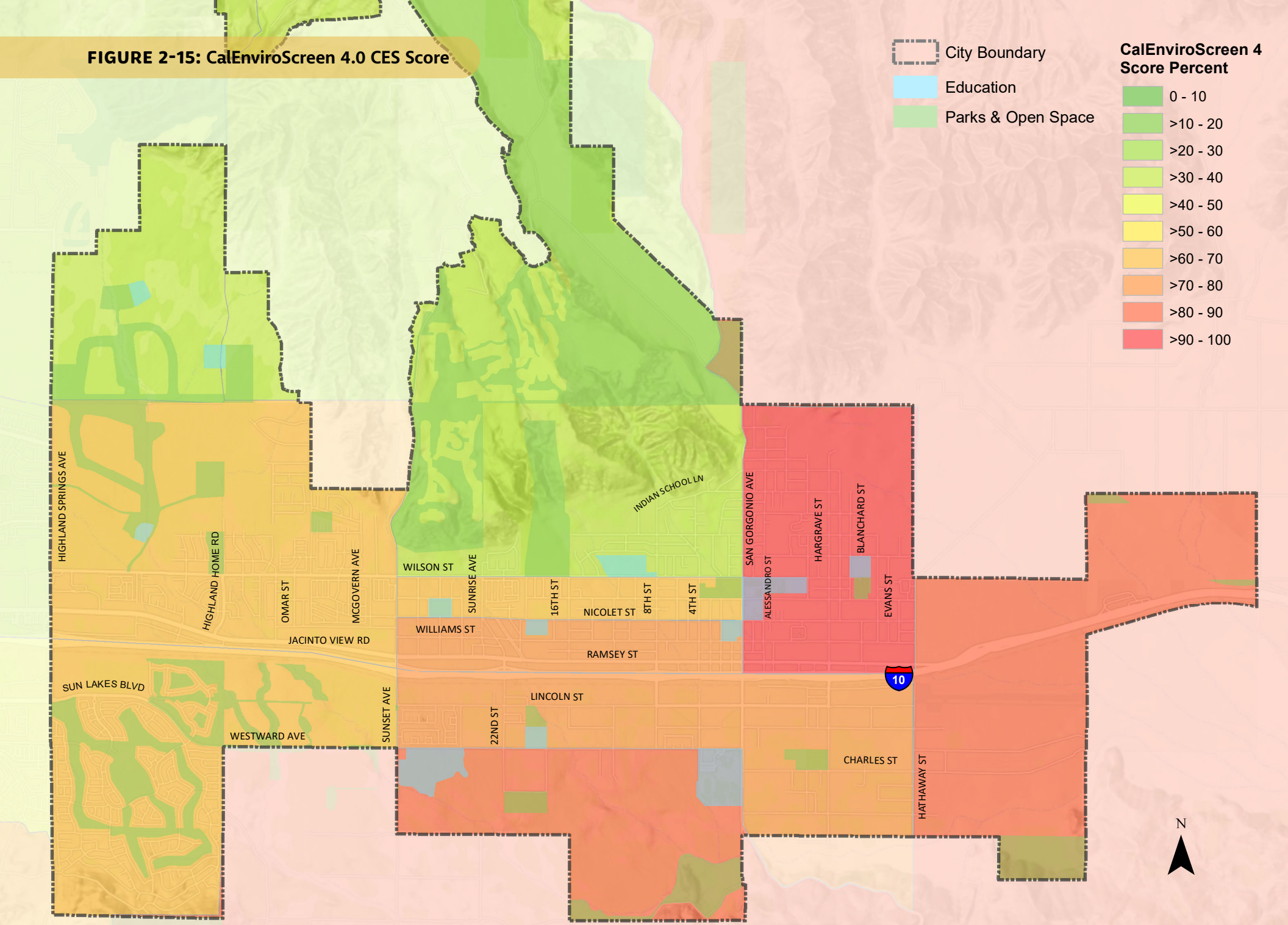
- Areas disproportionately affected by environmental pollution and other hazards that can lead to negative public health effects, exposure or environmental degradation.
- Areas with concentrations of people that are of low income, high unemployment, low levels of home ownership, high rent burden, or low levels of educational attainment.

Figure 2-15 shows citywide results for Banning's census tracts CES scores. Figure 2-16 displays an enlargement of the three census tracts that qualify as a disadvantaged community, which score in the highest 25th percentiles. These tracts cover the southern, eastern, and northeastern areas of Banning.

Understanding where disadvantaged communities are located helps to guide the Project Team and the city to make informed decisions during the recommendations and prioritization process. The analysis can be used to inform how projects can address historical inequalities related to transportation, such as increasing access and removing barriers to opportunities for underserved communities. State policies assist this process. Indeed, Senate Bill 535 states that at least a quarter of California Climate Investments go to disadvantaged communities. California Climate Investments are funds from the proceeds of California's Cap-and-Trade Program and specifically target reducing greenhouse gas emissions. This Banning ATP is intended to recommend projects for grant funding, and since there is more grant funding for equity-centered projects, equity will play a large role.

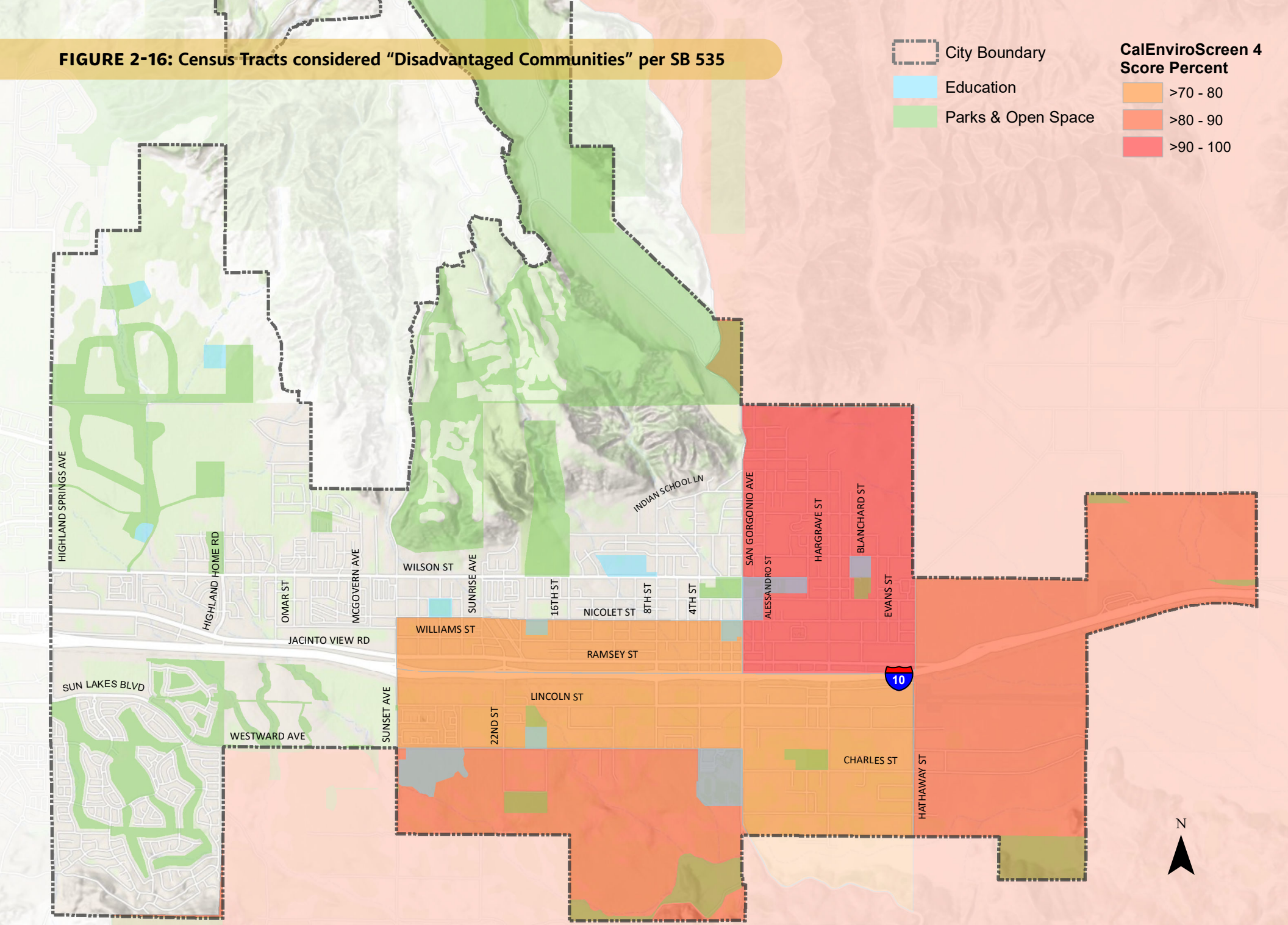
In recent years in the State of California, there has been an increased emphasis on safety, active transportation for public health, and greenhouse gas reduction. All mitigation measures and recommended projects for the Banning ATP will be passed through a community-driven lens for infrastructure and non-infrastructure programming.

**FIGURE 2-15: CalEnviroScreen 4.0 CES Score**




Note: Census tracts receiving the highest 25 percent of overall scores are considered disadvantaged communities per Senate Bill 535. The higher the CalEnviroScreen score, or d[illegible] red color, the more disproportionately burdened a community is by multiple sources of pollution and with population characteristics that make them more sensitive to pollution.

**FIGURE 2-16: Census Tracts considered "Disadvantaged Communities" per SB 535**




Note: Census tracts receiving the highest 25 percent of overall scores are considered disadvantaged communities per Senate Bill 535. The higher the CalEnviroScreen score, or da red color, the more disproportionately burdened a community is by multiple sources of pollution and with population characteristics that make them more sensitive to pollution.

## 2.5.2 CALIFORNIA HEALTHY PLACES INDEX (HPI)

The California Healthy Places Index (HPI) is a tool developed by the Public Health Alliance of Southern California to assist in research exploring local factors that predict life expectancy and comparing community conditions across the state. The HPI provides overall scores and more detailed data on specific policy action areas that shape health, including housing, transportation, and education.

Figure 2-17 shows the City of Banning has an HPI score of 11.6 percent meaning that this city has healthier community conditions than only 11.6 percent of other California cities.

### Economic Conditions

Twenty one percent of the population in Banning lives below poverty. Every household should be able to afford the essentials for a healthy life including medical care, healthy food, quality housing, education, and other basic needs. Research indicates that economic opportunity is one of the most powerful predictors of good health, and that impacts on health are especially pronounced for people in or near poverty.

### Transportation

Just over 2.6 percent of workers in Banning (16 years old and older) commute to work by transit, walking, or bicycling. Every resident should have safe, accessible, and convenient transportation options to get to work and other key destinations. Active commuting by foot, bicycle, and transit creates opportunities for physical activity, provides transportation options for those without a car, encourages social cohesion, and reduces contributions to climate change and air pollution. Recommendations that support walking and bicycling include improving transit services, providing free or discounted transit passes, and offering equitable, low cost shared mobility services.

### Social Conditions

Seventy-five percent of registered voters in Banning voted in the 2020 general election, slightly lower than the state average of 79 percent. Every resident should be able to contribute their voice to the political process and participate in their communities. Voting is an indicator of social power and social cohesion, which have been linked to a wide variety of health outcomes at the individual and community levels.

### Neighborhood Conditions

Just over two percent of land in Banning has a tree canopy (weighted by the number of people per acre). Everyone should have trees and other plant life near their home. Trees are beneficial for mental and physical health in many ways. They can provide shade and cool surrounding areas, reduce stress, and promote health, wellness and physical activity. Trees are essential to mitigate the effects of climate change, especially extreme heat events.

Seventy-four percent of Banning residents live within walkable distance (half-mile) of a park or open space greater than one acre. Every resident should have access to high-quality parks and other open spaces in their neighborhoods, especially in underserved localities. Parks can encourage physical activity, reduce chronic diseases, improve mental health, foster community connections, and support community resilience to climate change and pollution.

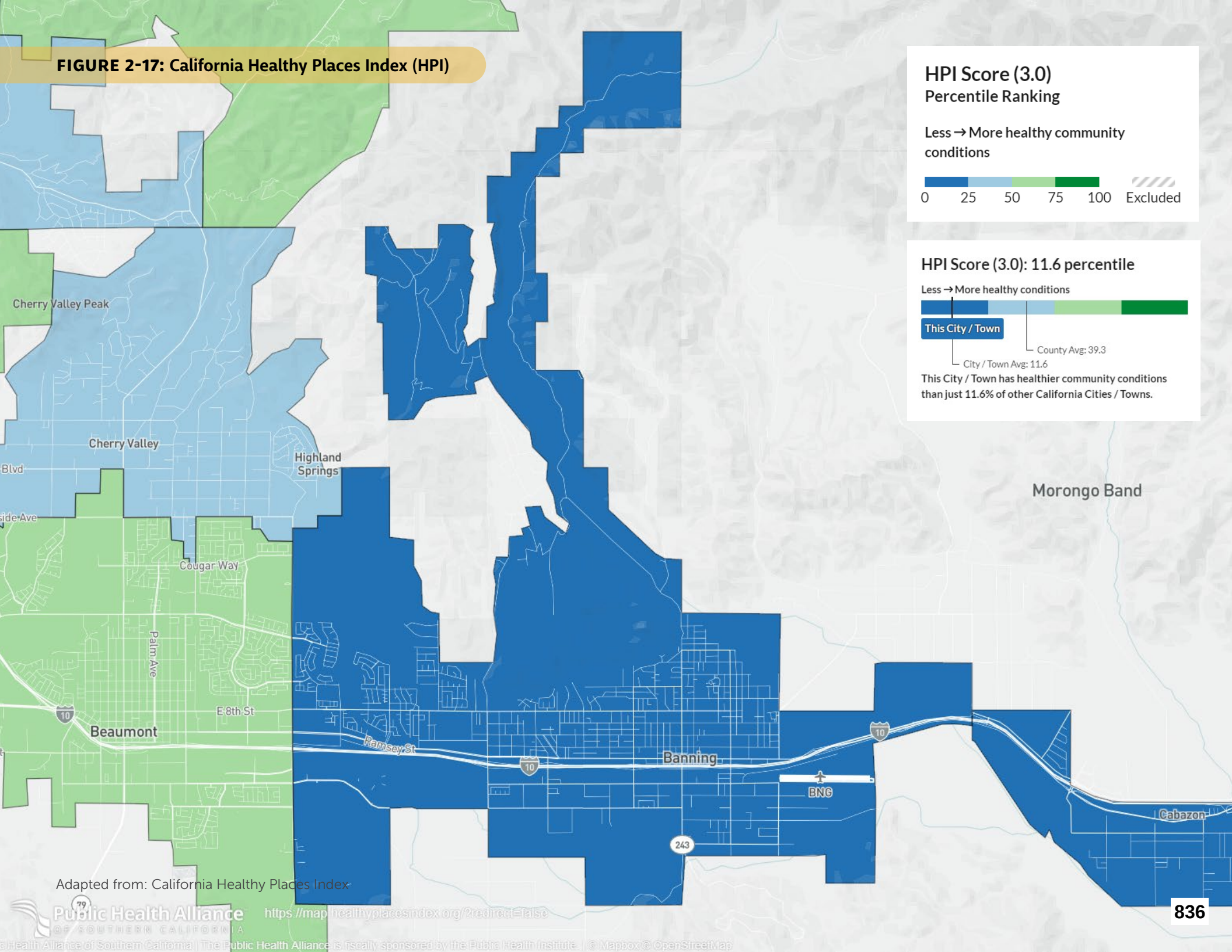
### Healthcare

Fourteen percent of people aged 18 to 64 years in Banning are currently uninsured. Access to quality medical care services including routine check-ups should be available for all residents. Research indicates that health insurance dramatically improves health outcomes by allowing people to access necessary care.

### Environmental Conditions

Banning's environmental conditions measure beneath 78.9 percent of other California cities when considering diesel particulate matter, drinking water contaminants, ozone, and particulate matter 2.5. Particulate matter concentration is made up of extremely fine particles from tailpipes, tires and brakes, power plants, factories, burning wood, construction dust, and many other sources. Since fine particulate matter is so small, it can reach deep into an individual's lungs, increasing the risk of cardiovascular and respiratory diseases and other unwanted outcomes.

**FIGURE 2-17:** California Healthy Places Index (HPI)




Adapted from: California Healthy Places Index

https://map.healthyplacesindex.org/?redirect=false

Public Health Alliance of Southern California | The Public Health Alliance is fiscally sponsored by the Public Health Institute | © Mapbox © OpenStreetMap

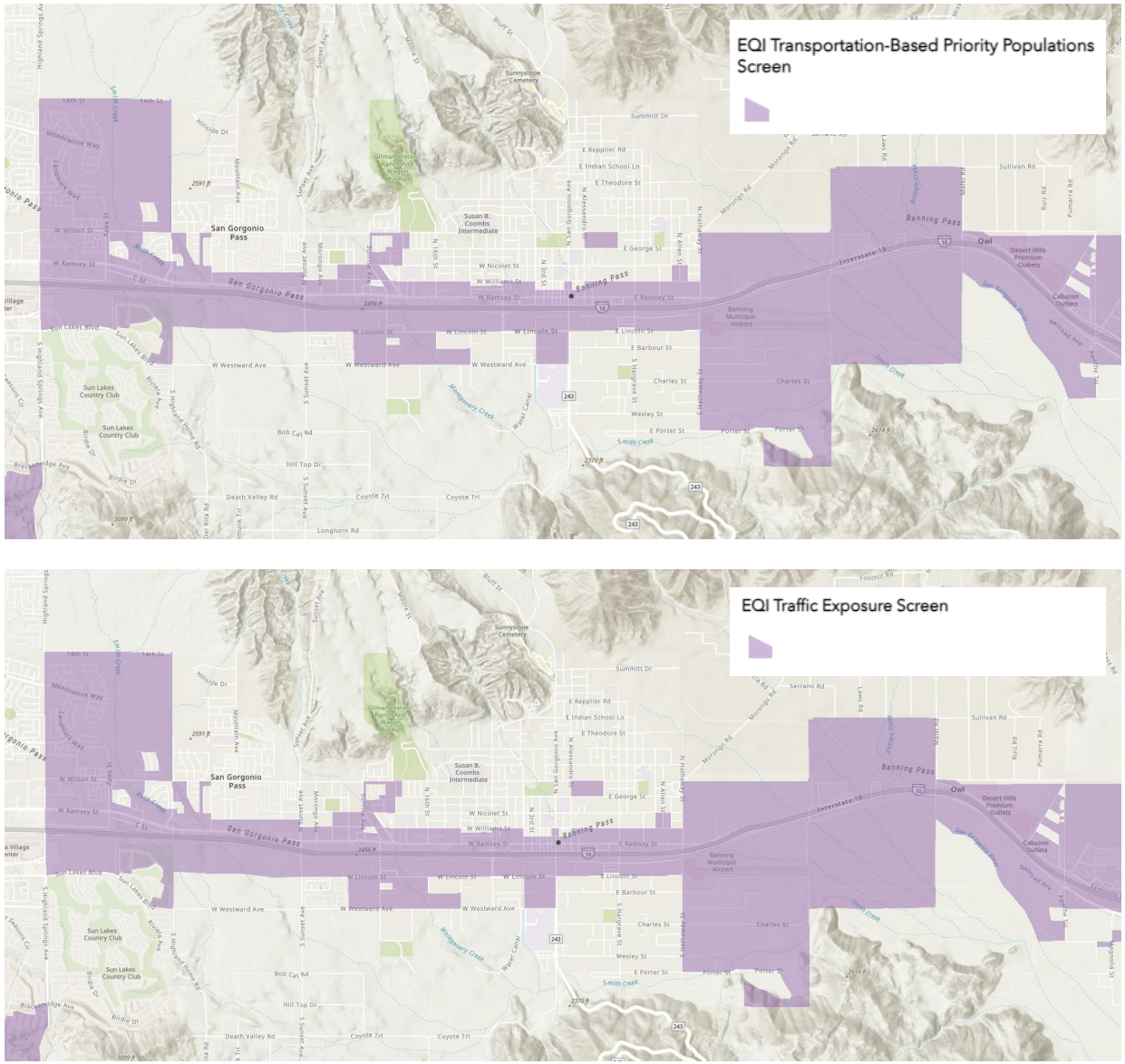
## 2.5.3 CALTRANS EQUITY INDEX (EQI)

The projects in this ATP were prioritized with many tools, including the Caltrans Equity Index tool (EQI). The EQI is a screening tool that uses transportation-specific indicators to identify priority populations most vulnerable to environmental burdens at the census block level. It uses data from the US Census Bureau's American Community Survey (ACS), Tribal lands data from the California Office of Environmental Health Hazard Assessment (OEHHA), Transportation Injury Mapping Systems (TIMS), and internally created data from Caltrans. The analysis from the EQI can be used to determine how projects can address inequalities related to transportation, such as increasing access and removing barriers to opportunities.

The EQI screens include the three indicator components listed below and sampled in Figure 2-18.

- **Demographic Indicators -** measures household income and Tribal land status
- **Traffic Indicators -** measures traffic proximity and volume and crash exposure.
- **Access-to-Destinations Indicators -** measures access gaps in the transit, bicycle, and pedestrian networks.

**FIGURE 2-18: Caltrans Equity Index (EQI)**




Adapted from: Caltrans Transportation Equity Index (EQI) Version 1.0.

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# STAKEHOLDER ENGAGEMENT 3

# 3.1 STAKEHOLDER ENGAGEMENT OVERVIEW

The Project Team designed, administered, and used a variety of tools and techniques to engage stakeholders and the public to increase awareness and solicit feedback for the Plan. Educational outreach was a critical component to the Plan's success and focused on engaging the City's most vulnerable roadway users. Stakeholder meetings, surveys, pop-up events, and virtual engagements were held throughout the ATP planning process. Additionally, the Project Team met with six local and regional agencies for feedback and to learn about their ongoing projects that may impact this Plan's conclusions and recommendations.

## 3.1.1 ENGAGEMENT OBJECTIVES

The overall objectives of the engagement were to identify a range of strategies to reach and engage an appropriately diverse group of residents and representative stakeholders, to build awareness of and support for the ATP, to collect feedback about existing conditions, and gather input on preliminary recommendations that would support safety improvements and an increase in walking, bicycling, and rolling trips. Special attention was focused on strategies to engage the most vulnerable users of the public right-of-way (e.g., people aged 60 or older, children, people of color and other minorities, low-income individuals, and those with disabilities and mobility challenges). These populations are the most impacted by transportation planning and have traditionally not been well represented in the decision-making process.

### The specific objectives of the community outreach achieved are as follows:

#### Focused on vulnerable users of the public right-of-way.

Children, older adults, those with disabilities, and non-vehicle owners make up the largest percentage of traffic fatalities and serious injuries. People bicycling and walking make up a disproportionate percentage of traffic fatalities and serious injuries. The Project Team ensured these populations were a part of the discussion to push for further mobility equity in Banning.

#### Communicated in a way that residents will understand.

This began with conducting outreach in the language spoken by residents (primarily English and Spanish in this instance) and in a manner that was easy for people to understand. This included creating graphics for complex and technical topics, avoiding acronyms and too much transportation jargon, and being mindful to explain the various stages of the planning process.

#### Used a variety of engagement strategies to reach out to as many residents as possible.

The Project Team participated in Citywide events that attracted significant participation from diverse user groups. The project website was regularly updated with project progress and announcements, and opportunities to get involved. The City's social media platforms were leveraged to share community engagement opportunities and promote the project. All stakeholder workshops and community events were conducted in-person whereas stakeholder advisory group meetings were held online.

#### Collected feedback on key components of the ATP.

One of the primary goals of the outreach activities was to collect resident and stakeholder feedback on various aspects of the ATP. The Project Team participated in three stakeholder workshops, three community events, and provided several other feedback opportunities. There was one "Kit of Parts" demonstration event, which was coordinated with SCAG's Go Human Campaign, that introduced potential treatments and asked participants to choose which they would prefer to be installed around the City of Banning.

Two surveys were distributed during the project to solicit feedback. The first survey asked participants about their current walking, bicycling, and rolling behavior, what barriers exist for each travel mode, and what improvements they would like to see installed in Banning. The second survey was in the form of a GIS-based interactive map, which captured geospatial survey data regarding issues, challenges, and opportunities and allowed participants to see responses from their neighbors. Both surveys were available on the project website and in-person during the first stakeholder workshop and community event.

# 3.1 COMMUNITY OUTREACH TOOLS

## 3.1.1 PROJECT BRANDING

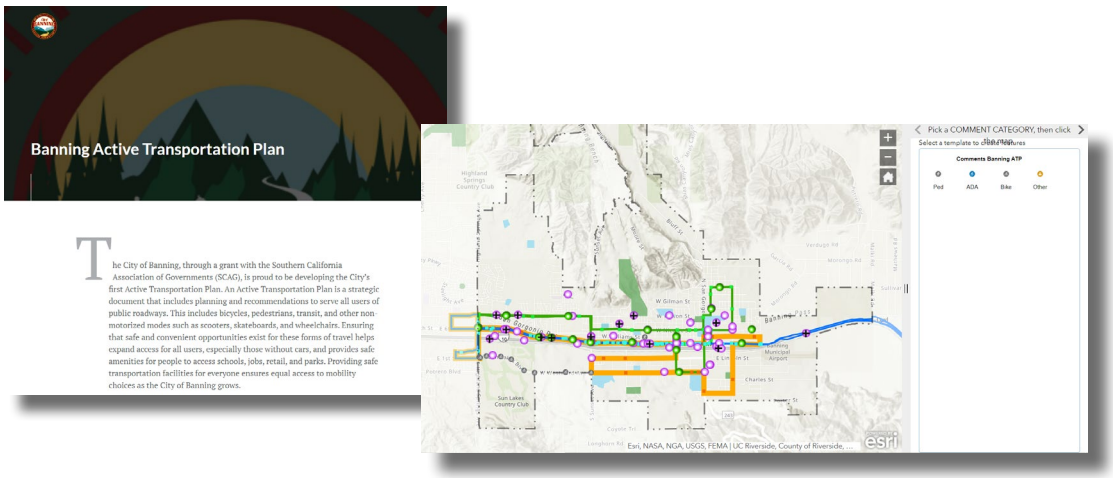
The Project Team along with the City of Banning staff developed the ATP project branding that was used for all project material ranging from flyers, the survey, all outreach material, and the project website.

#731a1b
#e9bc51
#85bbc3
#123323
#185d38

CITY OF BANNING
ACTIVE TRANSPORTATION PLAN

## 3.1.2 PROJECT WEBSITE

An online project website in English and Spanish was created for Banning residents to learn more about the project and access an interactive map and other exhibits. The interactive map allowed community members to drop an icon on the map that identified specific locations of concern or the desire for specific non-motorized transportation improvements. The project website was made accessible for all devices and a QR code accompanied by a website link were included in all flyers, newsletters, and social media posts.




## 3.1.3 NEWSLETTER

Newsletters were distributed by the City via a monthly email blast to promote the ATP and update residents on its progress.




## 3.1.4 SOCIAL MEDIA

The City of Banning posted on all its social media channels to inform and update community members on workshops, pop-ups, and feedback opportunities for them to make their opinions heard.

9

Stakeholder Advisory Group Meetings



3

Stakeholder Workshops



3

Community Events



6

Interagency Meetings



301

Project Survey Responses

## 3.2 STAKEHOLDER PARTICIPATION

Participation from stakeholders throughout the planning process was essential. Meetings were timed with each project phase to inform project goals, develop public outreach strategies and activities, solicit feedback on existing conditions, and provide input on draft recommendations.

### 3.2.1 STAKEHOLDER ADVISORY GROUP MEETINGS

The Project Team worked with City and SCAG staff to identify an appropriately diverse and representative group of partners to comprise the Stakeholder Advisory Group (SAG). The list included representatives from various City departments, including Public Works, Parks and Recreation, Community Development, Economic Development, and emergency service providers, the City Council Ad Hoc Downtown Business Owners Committee, Banning Unified School District, Western Riverside Council of Governments, Riverside County Transportation Commission, Caltrans, SCAG, Healthy Riverside County Initiative, and bicycle-oriented organizations, such as Adventure Cycling Association and Inland Empire Bicycle Alliance. A complete list of the participants can be found in Appendix B - Stakeholder List.

There were nine one-hour stakeholder meetings held online throughout the planning process:

#### Stakeholder Working Group Meeting #1 – December 6, 2022

- Presented an overview of the project and upcoming community outreach efforts.
- Discussion of mobility challenges in the City of Banning.

#### Stakeholder Working Group Meeting #2 – February 6, 2023

- Overview of the project monthly newsletter breakdown and the use of utility bill inserts to promote the survey.
- Presented the bicycle and pedestrian collision data from the past 5 years.

#### Stakeholder Working Group Meeting #3 – April 3, 2023

- Promotion of upcoming community engagement events and closure of the project survey.
- Shared draft bicycle network.
- Preliminary discussion of potential treatments.

#### Stakeholder Working Group Meeting #4 – June 12, 2023

- Discussion of the community input collected at the Banning Disaster Expo (April 15th, 2023) and Banning Market Night (May 5th, 2023).
- Progress update on the status of the interagency coordination meeting.
- Shared prioritization results to determine priority projects.

#### Stakeholder Working Group Meeting #5 – August 14, 2023

- Promoted the upcoming stakeholder workshops and materials to be presented.
- Shared updated draft bicycle network and priority project corridors.
- Overview of potential bicycle, pedestrian, and traffic calming treatments.

#### Stakeholder Working Group Meeting #6 – November 6, 2023

- Detailed activities and materials for the upcoming second stakeholder workshop at the Banning Civic Center on November 7th, 2023.
- Discussion of updates made within the Banning draft bike network.
- Progress update on priority projects, with a focus on the proposed one-way couplets.

#### Stakeholder Working Group Meeting #7 – January 29, 2024

- Promoted the upcoming third stakeholder workshop at the Banning Library on March 20th, 2024.
- Showcase of the Safe Routes to School locations, existing conditions, and preliminary recommendations.

#### Stakeholder Working Group Meeting #8 - March 18, 2024

- Promoted the upcoming third stakeholder workshop at the Banning Library on March 20th, 2024.
- Showcase of the Safe Routes to School locations, existing conditions, and preliminary engineering recommendations.

#### Stakeholder Working Group Meeting #9 - April 29, 2024

- [PLACEHOLDER]

# 3.3 STAKEHOLDER WORKSHOPS

Three public stakeholder workshops were hosted at various stages of the planning process. Workshops were timed to present new information and solicit different input from the prior events. The Project Team consulted SAG members to determine the most appropriate and accessible locations to host workshops as well as the time of day that may garner the most equitable participation. Summaries of the three stakeholder workshops are provided below.

## Stakeholder Workshop #1 – Banning Civic Center

The first stakeholder workshop was held on October 27, 2022 at the Banning Civic Center. The workshop served as an ideal opportunity to solicit ideas from the community of existing challenges and a vision for the community in the future. The workshop allowed for a conversation with residents about more sustainable transportation modes including walking and bicycling and informed attendees about the ATP and the Downtown Revitalization Complete Streets Plan. An opportunity drawing for three Amazon gift cards were offered to incentivize additional participation.

Participants were asked to provide feedback on interactive boards regarding what type of infrastructure they would like to see added around the City. Residents were also asked to point out specific problem areas to focus on as priority projects.



Community members interacting with Project Team during Workshop #1.

## Stakeholder Workshop #2 – Sun Lakes Country Club and Banning Civic Center

The second stakeholder workshop was held in two parts on November 7, 2023, first at the Sun Lakes Country Club and then at the Banning Civic Center. Input collected at both locations was used to help further inform the ATP.

The first part of the stakeholder workshop was a presentation for the Sun Lakes Country Club, a 55+ community, to solicit commentary from the community regarding challenges they were facing and what their future vision was, to provide an overview of the ATP, and to field any questions. Sun Lakes residents had the ability to provide input on interactive boards detailing the proposed Banning ATP projects and provide feedback on the treatments that interested them. As golf carts are a primary mode of transportation in the community, residents were interested in bike lanes being designed to double as golf cart lanes.

The second part of the stakeholder workshop was an open house and presentation at the Banning Civic Center that was open to the general public. This format was similar to the first stakeholder workshop, where a brief presentation was followed by casual conversations around mounted boards, showcased analysis maps, draft priority project corridors, and opportunities for feedback on project recommendations.




Community members of the Sun Lakes Country Club during the first part of Workshop #2.

## Stakeholder Workshop #3 – March 20, 2024

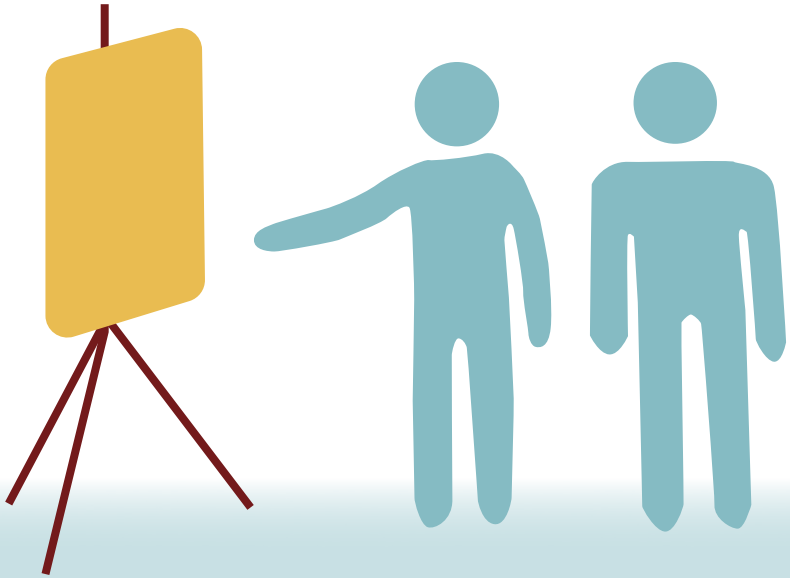
The final workshop was held at the Banning Public Library from 4:30-6:30pm in the children's section. The venue attracted library visitors that otherwise did not hear about the event. The venue naturally attracted families with young children, providing a safe learning and play space for the kids while parents were able to chat with the Project Team and learn about the draft recommendations and analysis processes.

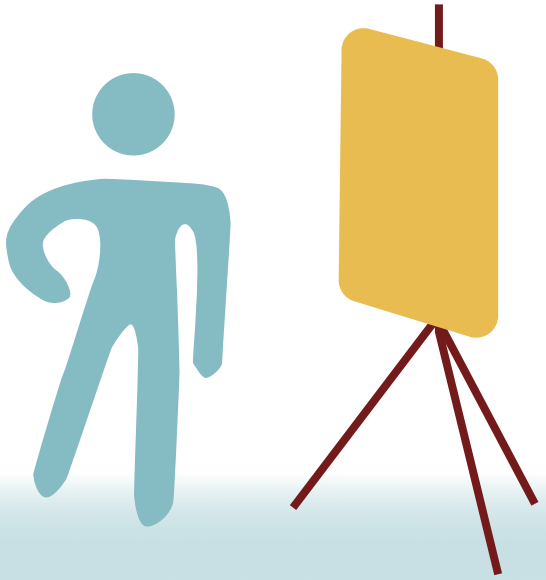
The Project Team showcased boards for the proposed bicycle network and priority project locations, the six Safe Routes to School project recommendations, two examples of the priority projects that sampled engineering drawings for the proposed neighborways and another for the two-way cycle track and one-way couplets, a photo summary of key treatments, a ten-year collision map, and a summary of the survey results.

Workshop attendees were excited about the proposed projects and brought up discussion points around traffic calming near schools, raised crosswalks, and inquired about the next steps after the Plan is adopted. The City was present to emphasize their progressive strategy to apply for additional funding.



Community members engaging with boards displaying maps, priority project examples, and summary of survey results.





# 3.4 COMMUNITY EVENTS

The Project Team participated in scheduled Citywide events to broaden reach for residents who may not otherwise attend workshops or engage online. Promotional materials were created to promote the ATP and announce ways to engage, such as social media graphics, flyers, and updates on the City's website and monthly newsletters.

The project booths at these events hosted interactive activities, such as a remote-control traffic calming course that attracted all ages and informed participants about various traffic calming treatments. Mounted feedback boards asked participants to place voting stickers on the types of infrastructure they would like installed around the City and enlarged maps of the existing pedestrian and bicycle networks allowed participants to flag locations in need of improvement or desired network connections.

Project fact sheets, surveys, and snacks were distributed for those who participated at each event.

## Community Event #1 – School Outreach

A series of pop-ups were hosted at three schools on October 27, 2022. The schools were Central Elementary School, Nicolet Middle School, and Banning High School. The pop-ups served as an ideal opportunity to speak with the community, specifically students, about more sustainable transportation modes including walking and bicycling.

As part of this outreach, an interactive activity was designed to introduce participants to the various types of treatments and infrastructure that could potentially be installed around the City to make active transportation safer and more comfortable.

## Community Event #2 – Banning Disaster Expo

The second pop-up consisted of hosting a booth at the annual Banning Disaster Expo on April 15, 2023. The booth served as an ideal opportunity to speak with community members about existing challenges and opportunities to improve walking, bicycling, and rolling conditions throughout the City.

Various interactive activities were designed to gather input from residents. The topics of the boards included:

- Potential bicycle and pedestrian treatments in Banning.
- Determining which primary corridors should receive priority for bicycle and pedestrian project funding.
- Determining which secondary corridors should receive priority for bicycle and pedestrian project funding.
- A general map of Banning that people marked up for specific issues.



Educational boards created by the Project Team and shared with students and community members during the school outreach.




Community members were able to cast their votes and engage with the Project Team regarding their questions and concerns.

In addition to the input boards, the Project Team displayed a remote-controlled traffic calming course. The course, about the length of four parking spaces, is designed to teach users about various traffic calming treatments that are commonly implemented on roads to slow down vehicular traffic and used to facilitate conversations on how these treatments could apply to Banning.

## Community Event #3 – Banning Market Night

The third and final community event was hosted with the Banning Chamber of Commerce, at the monthly Banning Market Night on May 5, 2023. The booth served as an ideal opportunity to speak with community members about existing challenges and opportunities to improve walking, bicycling, and rolling conditions throughout the City. Five infrastructure elements from the SCAG Kit of Parts were showcased, noted below.

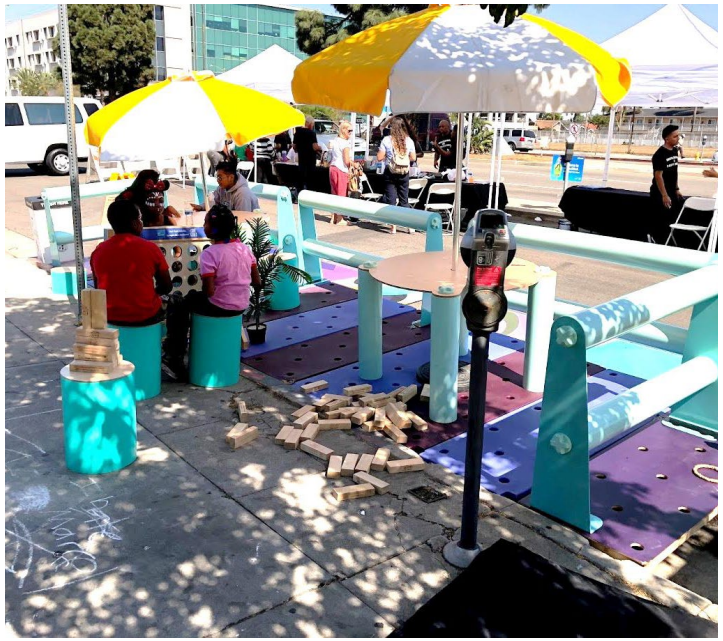
- Separated bicycle lane
- Parklet
- Median refuge island
- Creative crosswalk
- Curb extension

Banning residents were able to physically interact with these temporary infrastructures and provide input about what they thought about them. Using stickers, residents indicated which of the temporary infrastructures they liked the most. The parklet received 16 votes, the median refuge island received 12 votes, the separated bicycle lane received 11 votes, the creative crosswalk received 10 votes, and the curb extension received 5 votes.

In addition to this input board, the input boards utilized at the Banning Disaster Expo were brought back to obtain additional data for recommendations.



The remote-controlled traffic calming course was not only fun for children but it displayed real traffic calming treatments.



The parklet during the community event #3 provided shade, seating, games, and the opportunity to strengthen the sense of community.

## 3.5 INTERAGENCY MEETINGS

In addition to public outreach on the walking, bicycling, and rolling conditions in the City, the Project Team met with six agencies representing local, nearby, or regional needs. The agencies interviewed were the City of Beaumont, Western Riverside Council of Governments, Riverside Transit Authority, Morongo Band of Mission Indians, County of Riverside, and Banning Unified School District.

### City of Beaumont – February 9, 2023

The Project Team shared draft recommendations for shared Banning-Beaumont corridors such as cycle tracks, curb extensions, and road diets for Beaumont's feedback. Beaumont staff (Beaumont) mentioned if cycle tracks were proposed and connected to their Class II bike lanes or pedestrian enhancements at neighboring intersections, it could encourage them to strengthen their bicycle and pedestrian network moving forward.

The Project Team asked if there are any treatments that Beaumont strongly opposes or are controversial, like speed humps, removed parking, or edge lane roads. Beaumont said there is nothing they strongly oppose and would consider projects case-by-case.

For collaboration on shared intersections and corridors, Beaumont is open to working together on a cooperative agreement to streamline an approach, but noted this is a gradual transition and not always feasible.

Beaumont shared the following projects underway in their City:

#### Downtown Revitalization

- The goal of this project is to create a Downtown that is walkable and bicycle friendly and to assist downtown Beaumont to help support economic vitality for local businesses.
- Interchange at Highland Springs Ave. This project is part of a cooperative agreement with RCTC, City of Banning, and City of Beaumont. The Project Study Report has been completed which can be used in grant funding opportunities.

#### Second Street Expansion

- This project would extend second street west, transforming it from a dead end to a through street which currently connects to Sun Lakes Village Drive in Banning

#### Potential Projects

- Microtransit
- Eastern end roadway projects that could lead to better connectivity between Banning and Beaumont

### Western Riverside Council of Governments (WRCOG) – March 21, 2023

Banning was awarded HSIP funding that approved three projects: 17 intersection traffic signal improvements, 19 pedestrian crossing improvements at intersections, and pedestrian improvements for Coombs Middle School on Wilson Street, which is of key importance for this ATP.

WRCOG is primarily focusing on helping their jurisdictions apply for funding and they have resources dedicated to assistance.

They acknowledge that ATP funding is not only extremely competitive but also can take about a solid year of prep work with a consultant or full-time dedicated staff person and they advise against applying unless the appropriate resources and time can be dedicated.

WRCOG does not implement active transportation projects but serves more for transportation planning. There are resources available to help fund bicycle striping along specific corridors that overlay with the TUMF network. This is funded by a Development Impact Fee that goes towards mitigating impacts a development has on the transportation network.

WRCOG is looking into a Vehicle Miles Traveled (VMT) mitigation program and the Transportation Uniform Mitigation Fee (TUMF), to help jurisdictions implement active transportation projects. This can be a challenge for smaller projects to obtain funding because there are fewer VMT reduced compared to a large development project that may have thousands of reduced vehicle miles

traveled.

## Riverside Transit Agency (RTA) – April 5, 2023

There are currently no proposals or plans suggesting service in Banning and the nearest RTA connection is Route 31 off 2nd Street and Highland Springs in Beaumont. Residents of Banning could connect to this transfer point for regional access via Banning Connect transit service or with first last mile connections such as walking and bicycling, supporting the draft recommendations set forth in the development of the Active Transportation Plan. Route 31 of the RTA network connects Beaumont to Moreno Valley.

RTA recently introduced a microtransit service, GoMicro, operating in the Hemet-San Jacinto area. This service uses minibusses, summoned with an app, an online reservation system, or via the phone. There is no additional barrier to access with the same price as a bus ticket, $1.75, and it is open to all ages and abilities. The service began in January and has been such a success that there is a demand to double the number of operating vehicles.

## Morongo Band of Mission Indians (Morongo) – April 13, 2023

Morongo is introducing an Indian Health Clinic along Morongo Road and Hathaway Street. The access point will be relocated north to Hoffer Street and Hathaway Street, connecting Hoffer Elementary School to Morongo Road. Hathaway Street is being widened from 50' to 80' to accommodate two southbound and two northbound lanes and six-foot sidewalks, breaking ground in 2024. There will be a right turn lane on Hathaway Street into the new reservation entrance and a left turn lane leaving the Morongo reservation.

Primary concerns surrounded the I-10 bypass to help alleviate traffic around the holidays, Black Friday, and the Coachella Valley Music and Arts Festival. There was support for the bicycle facility on Hathaway Street emphasizing the importance of protecting cyclists sharing the roadway, given the number of trucks traveling on the corridor.

## County of Riverside (RivCo) – May 17, 2023

The Project Team met with RivCo to solicit feedback on Banning's draft roadway network and learn about any County projects or programs that could impact the outcomes of the ATP. After hearing an overview of the project, the RivCo representative presented future-forward questions to the Project Team such as:

- How will the ATP recommendations impede flow of traffic?
- Are there traffic studies proposed or needed?
- Are regional connections prioritized?
- How does the ATP define bicycle facilities?
- What are the tiers of lane dissections for bikes?

County representatives mentioned that a hot button issue in various cities in the county are vespas and e-bikes that travel over 20mph in the bike lanes and to consider this in the development of the ATP.

RivCo mentioned the I-10 Bypass, also known as the Cabazon Connector, may reduce the need to prioritize Westward Avenue as a primary corridor in the ATP since the project will construct a new road connecting the two communities. They recommended extending Lincoln Street to Hathaway Street since it will be the beginning of the bypass.

Funding opportunities for a pedestrian bridge at San Gorgonio Avenue was discussed, with funding yet to be procured, but acknowledged its need to connect with the County Transportation Department to move the idea forward.

## Banning Unified School District (BUSD) – May 23, 2023

The Project Team met with BUSD staff to learn about existing challenges and conditions around schools, as well as seek feedback on the proposed project network. Primary concerns were congestion at pickup and drop-off at all schools as well as safety concerns for students walking, rolling, and bicycling to and from school. BUSD recommended focusing efforts at the following schools: Central Elementary School, Nicolet Middle School, Banning High School, and Hemmerling Elementary School and walked through challenges at each.

The recommendation of one-way couplets at North San Gorgonio Avenue and North Alessandro Street and the introduction of a fully-separated two-way cycle track around Nicolet Middle School were discussed and well received. Examples of Neighborways (aka "bike boulevards") for the residential streets were supported as well.



# 3.6 PROJECT SURVEY

## 3.6.1 OBJECTIVE

A survey was created and administered by the Project Team to allow public input and to help identify existing walking, biking, and rolling trends within the City of Banning. Findings were used to inform recommendations for infrastructure improvements to improve walking, biking, and rolling conditions within the City of Banning.

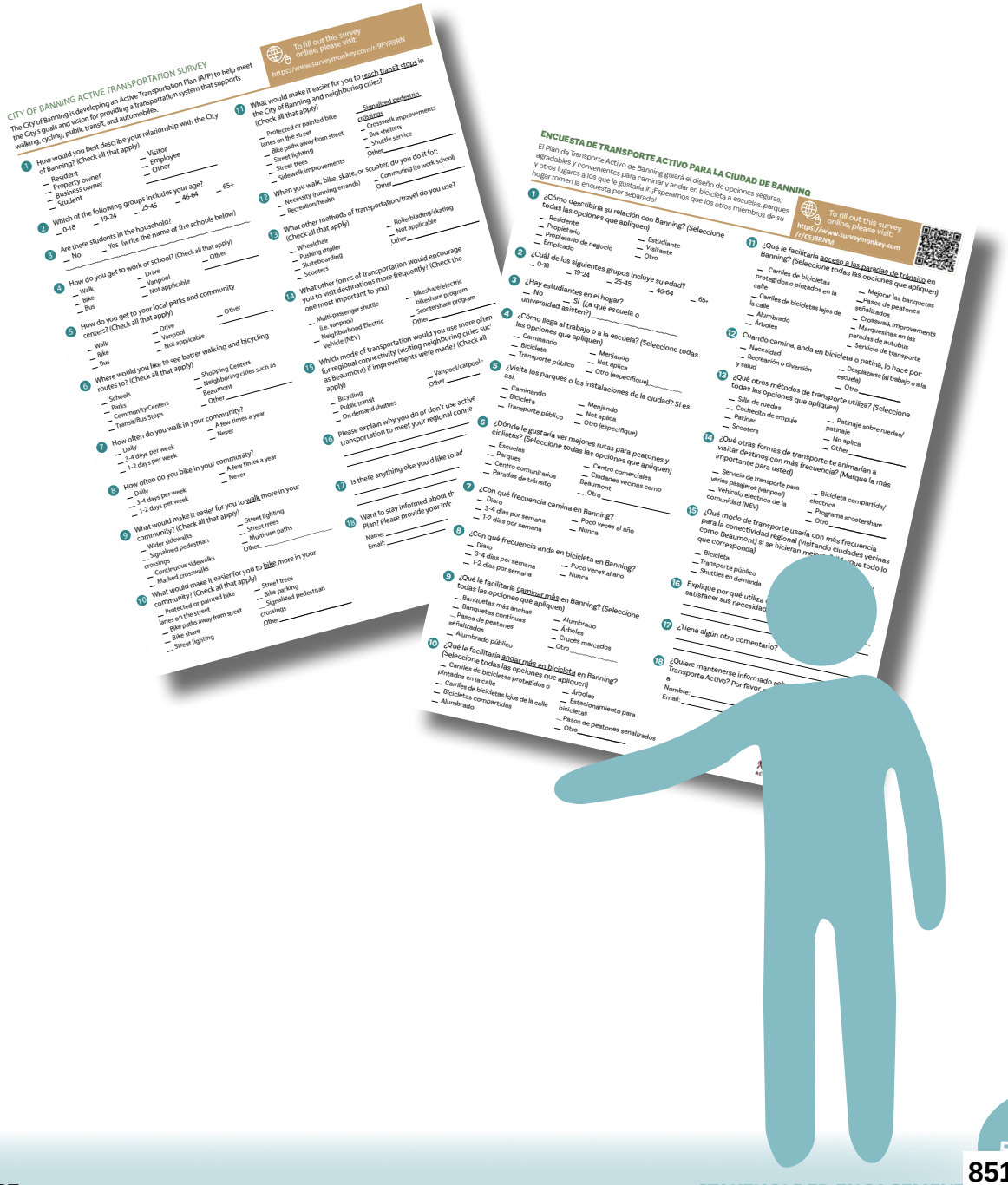
## 3.6.2 METHODOLOGY

The survey was open to the public for a series of four months from October 2022 to March 2023. Respondents were asked state their existing walking and biking trends while also asking them to state what would encourage them to walk and bike more.

The survey was available in English and Spanish and was promoted through various avenues to engage a wide pool of residents. The survey was distributed physically at community events and Banning's Civic Center. The survey was also promoted through monthly project newsletters, the project website, and through a utility bill insert that was sent to residents. The Project Team developed a bilingual (English and Spanish) flyer that was inserted and mailed along with utility bills to residents around Banning. The survey and the utility insert used is presented in Appendix C - Survey and Utility Insert.

## 3.6.3 RESULTS

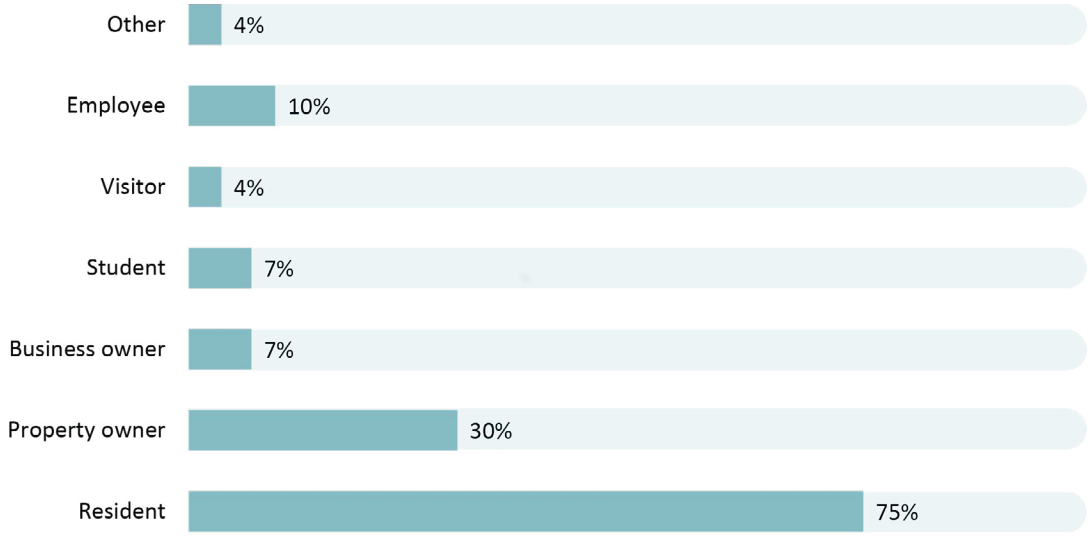
At the end of the survey period, a total of 301 responses were collected. Respondents were asked a series of questions regarding demographics and their current commuting patterns. Respondents were also asked to answer questions regarding what would make active transportation a more attractive mode.



## Demographics

The first few questions asked respondents general demographic questions. Respondents were allowed to select more than one answer choice. 75 percent of respondents are currently residents in the City of Banning. 30 percent of the respondents were property owners and 7 percent were business owners.

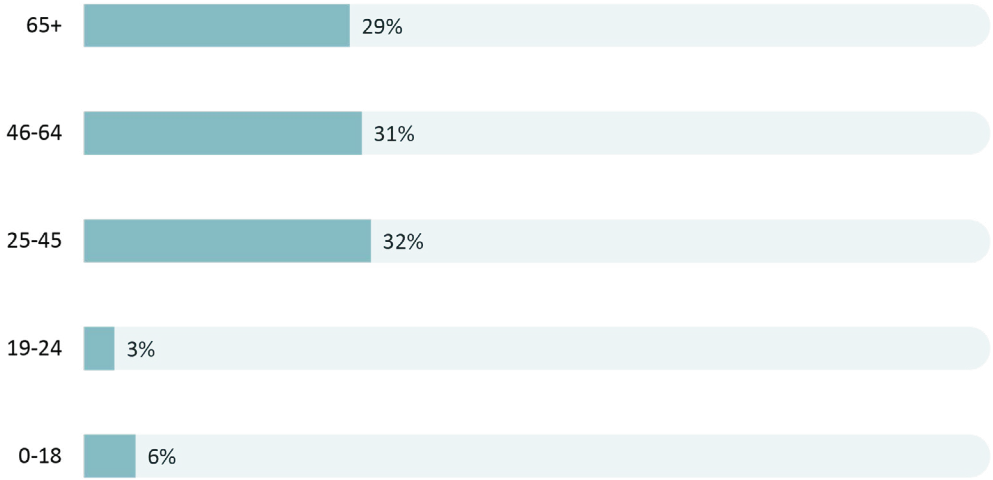
### How would you best describe your relationship with the City of Banning?




## Age

The distribution of survey respondents ages were closely evenly distributed with 32 percent selecting 25-45, 31 percent selecting 46-64, and 29 percent selecting 65+. The remaining 9 percent of surveys was taken by people ages 24 and under. This distribution allowed for a solid set of data among a various group of respondents.

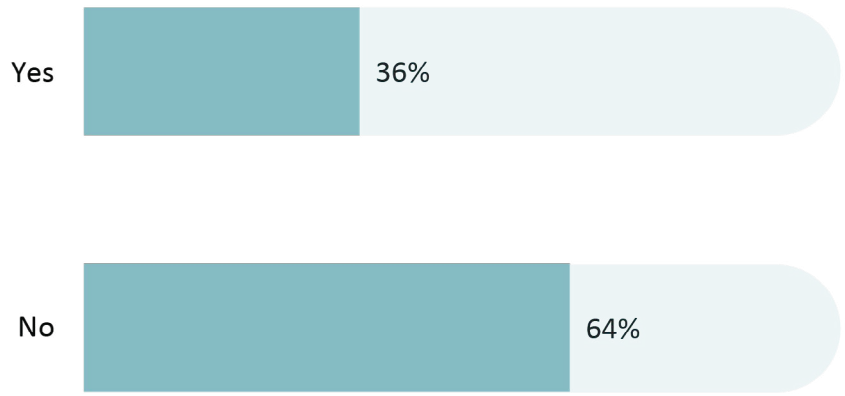
### Which of the following groups includes your age?



## Students

The last of the demographic questions asked if the respondent had any students in their household. 64 percent of respondents said no and 36 percent said yes. Of those that said they, the survey asked them to list what schools the students attended. The three most mentioned schools were Banning High School, Nicolet Middle School, and Central Elementary School.

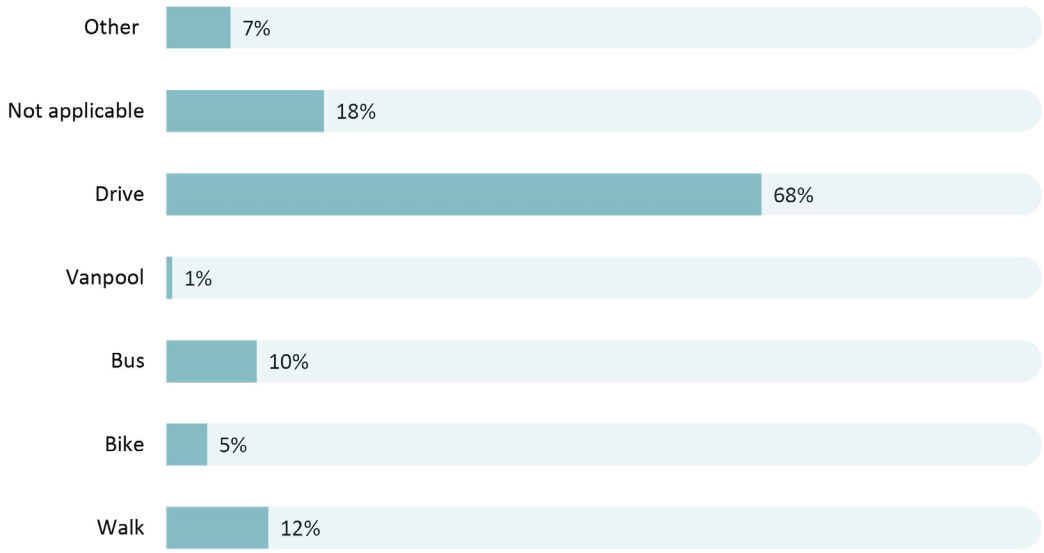
### Are there students in the household?




## Transportation Patterns (Work)

To understand how people are primarily moving around within the City of Banning. Survey respondents were asked how they get to work or school. 68 percent stated that they drive, 18 percent said not applicable, 12 percent walk, and 10 percent take the bus. Of those that said "not applicable," respondents specified that they either work/school from home or are retired.

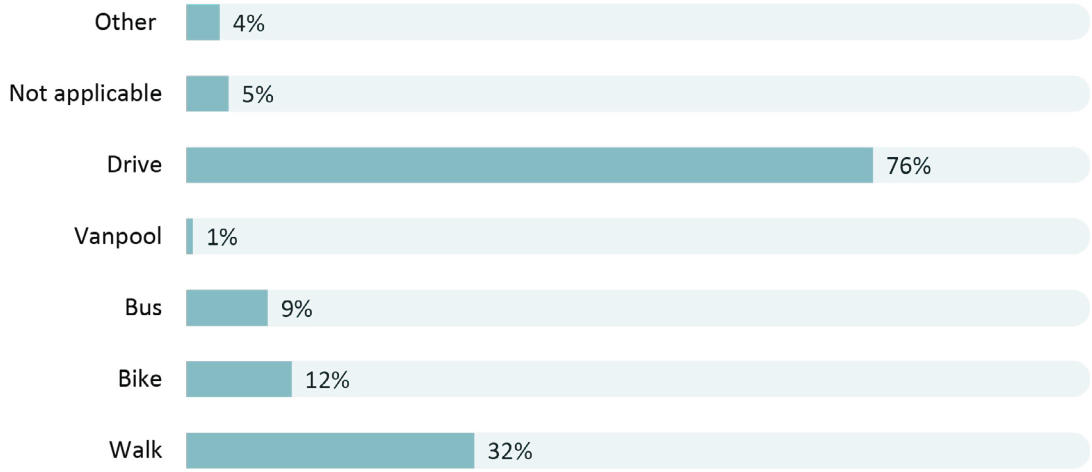
### How to you get to work or school?



## Transportation Patterns (Leisure)

Survey respondents were asked how they get to parks and community centers to inform the Project Team on how people move around during their leisure time. 76 percent stated that they drive, 32 percent stated that they walk, 12 percent stated that they bike, and 9 percent stated that they take the bus. Similar to the previous question, a majority of people in Banning currently drive as their primary form of transportation.

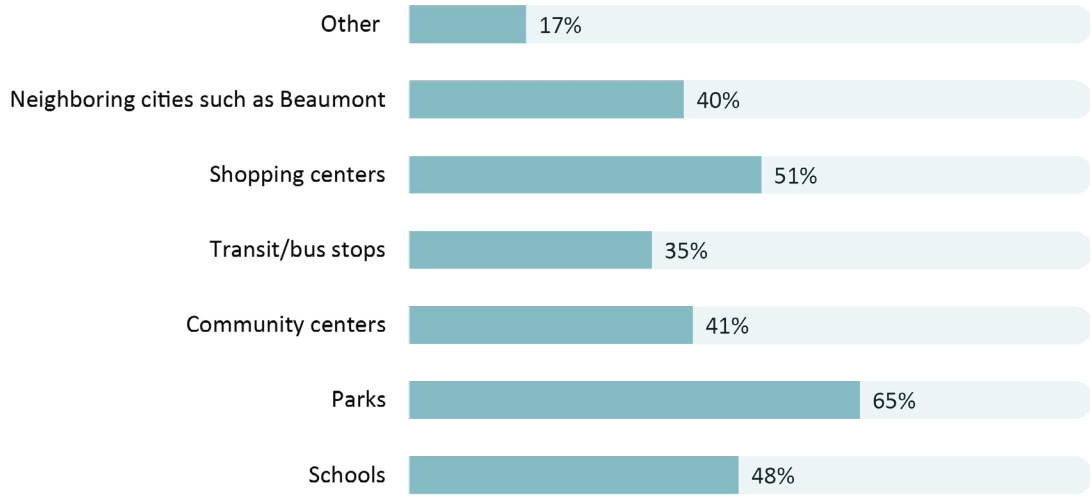
## How do you get your local parks and community centers?




## Desired Walking & Bicycling Improvements

Respondents were asked to designate what destinations they would like to see walking and bicycling improvements. Of the options provided, the three most desirable locations in need of improvement were parks, shopping centers, and schools.

## Where would you like to see better walking and bicycling routes to?

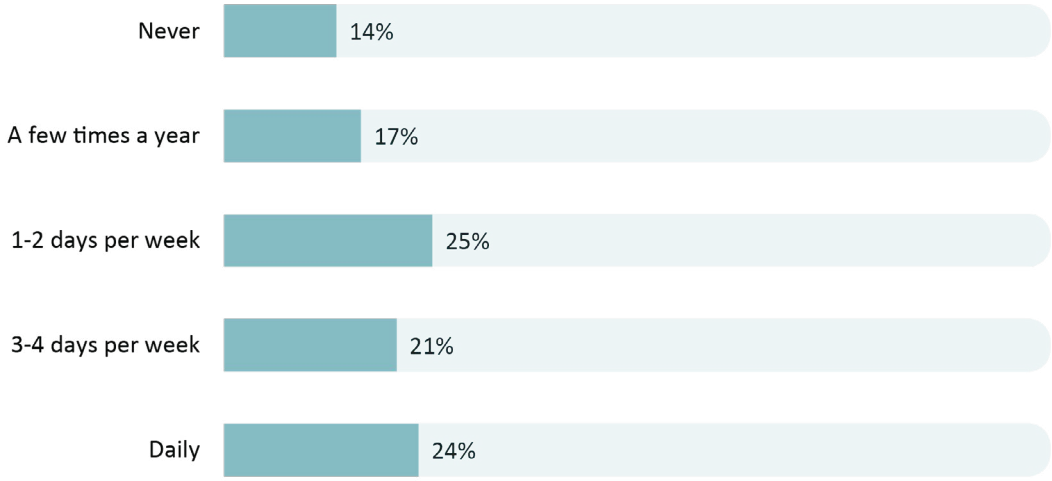


## Walking and Bicycling Patterns

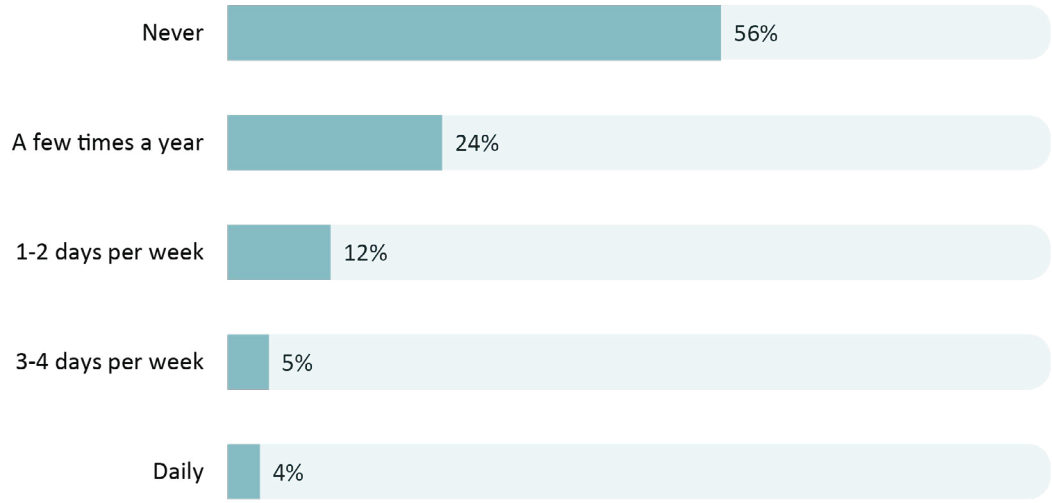
To get a better sense of the respondents current walking and biking patterns, the next two questions asked how often they walk and bike in their community. The overall goal of the ATP is to increase active transportation numbers so getting a baseline of how many current walkers and bicyclists exist within survey respondents was important.

Generally, how often survey respondents walk around their community ranges evenly from never to daily. However, over half of survey respondents never bike in their community.

## How often do you walk in your community?




## How often do you bike in your community?



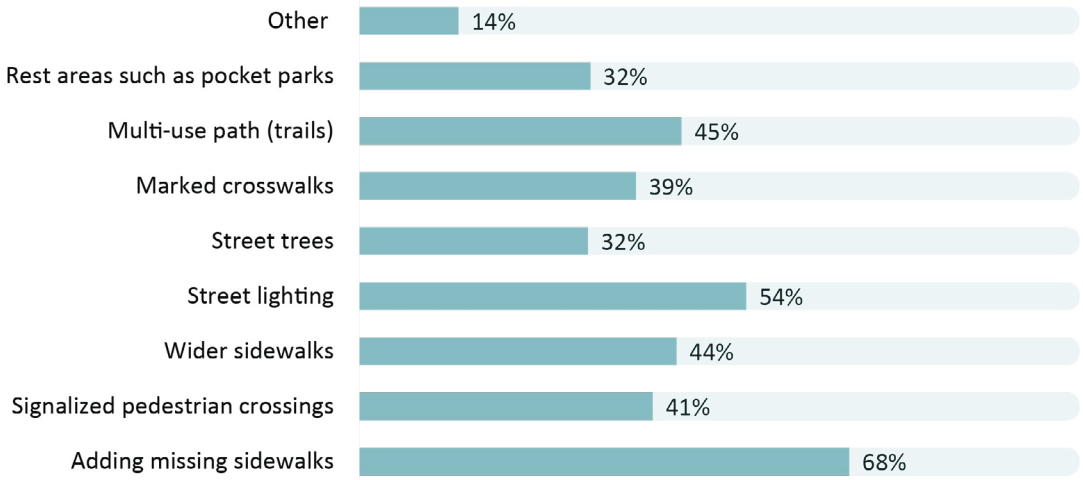
## Infrastructure Improvements to Encourage Walking & Bicycling

The next pair of questions asked respondents to state what features would encourage them to walk and bike more in their community. A follow up question was also asked asking respondents to state which infrastructure improvements would facilitate them to reach transit stops.

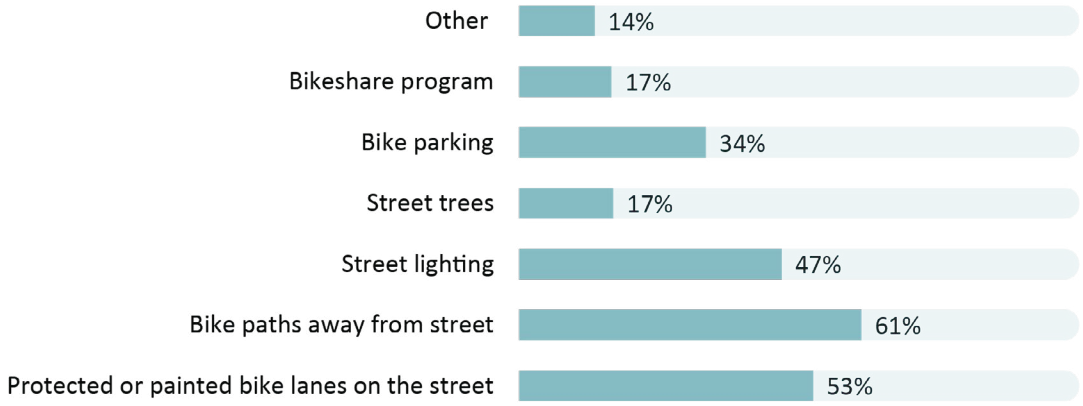
The five most selected options that would make it easier for survey respondents to walk more were: adding missing sidewalks, street lighting, multi-use paths, wider sidewalks, and signalized pedestrian crossings.

For bicycle infrastructure improvements that would make it easier to bike more the five most selected options were: bike paths away from the street, protected or painted bike lanes, street lighting, bike parking, and a bikeshare program.

## What would make it easier for you to walk more in your community?



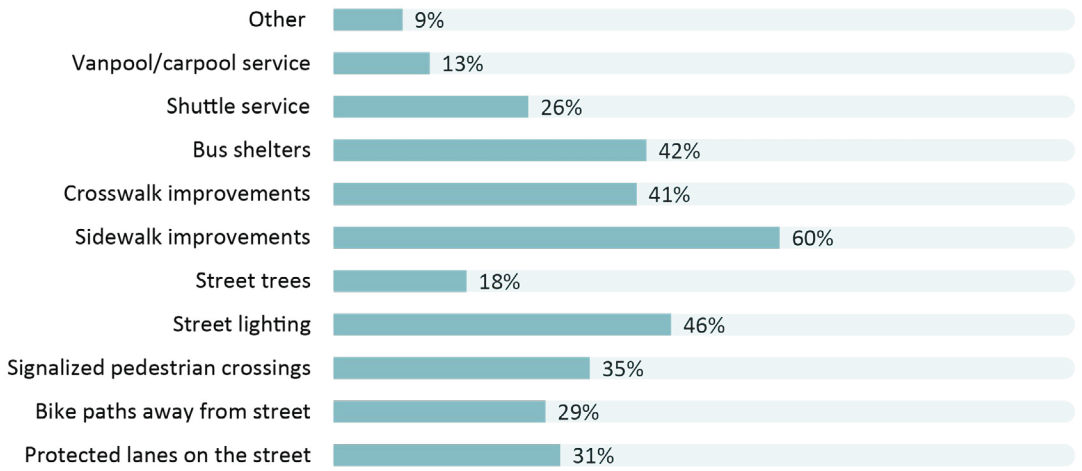

## What would make it easier for you to bike more in your community?



## Infrastructure Improvements to Increase Transit Use

The five most selected options by survey respondents that would make it easier for them to reach a transit stops in the City and neighboring cities were: sidewalk improvements, street lighting, bus shelters, crosswalk improvements, and signalized pedestrian crossings.

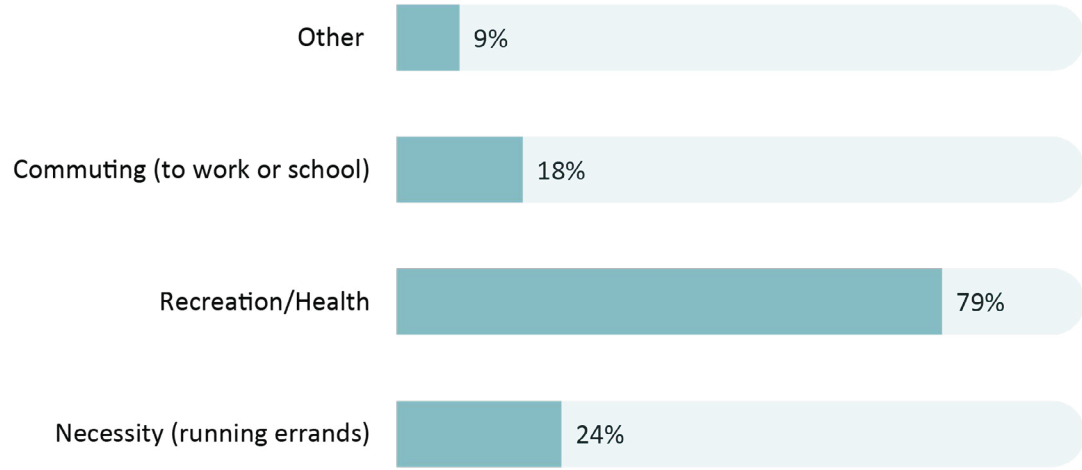
## What would make it easier for you to reach transit stops in the City of Banning and neighboring cities?




## The People's ATP Needs

Respondents were asked to state when they walk, bike, skate, or scooter, do they do it for recreation/health, out of necessity to run errands, commuting, or other. 79 percent of respondents stated that they do it for recreation/health, 24 percent do it out of necessity, and 18 percent do it to commute.

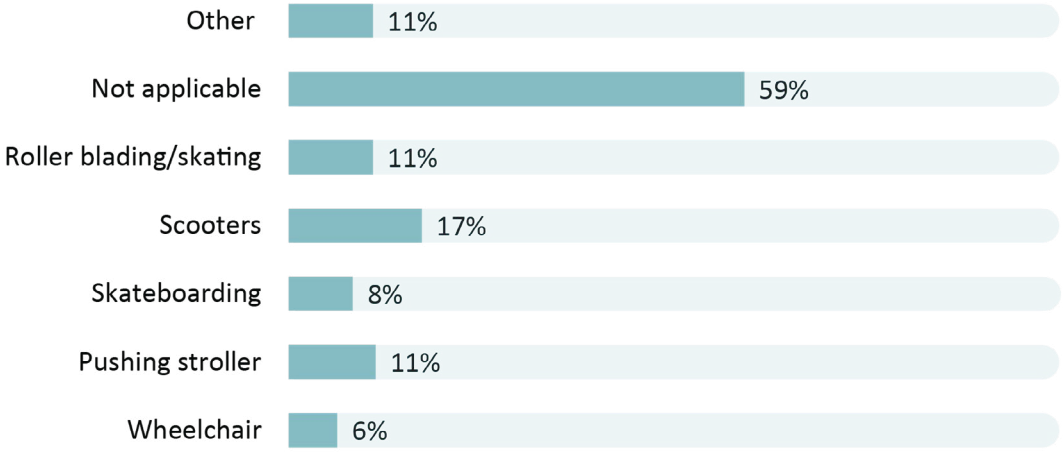
## When you walk, bike, skate, or scooter, do you do it for:



## Other Methods of ATP/Travel Used

To get a better sense of other methods people use for active transportation, the next question asked respondents what alternate methods they use to move around actively. 59 percent of respondents said not applicable meaning they primarily move around actively by walking and biking when choosing active transportation. 17 percent stated that they move around using scooters, 11 percent stated that they push strollers, and 11 percent stated that they rollerblade/ skate.

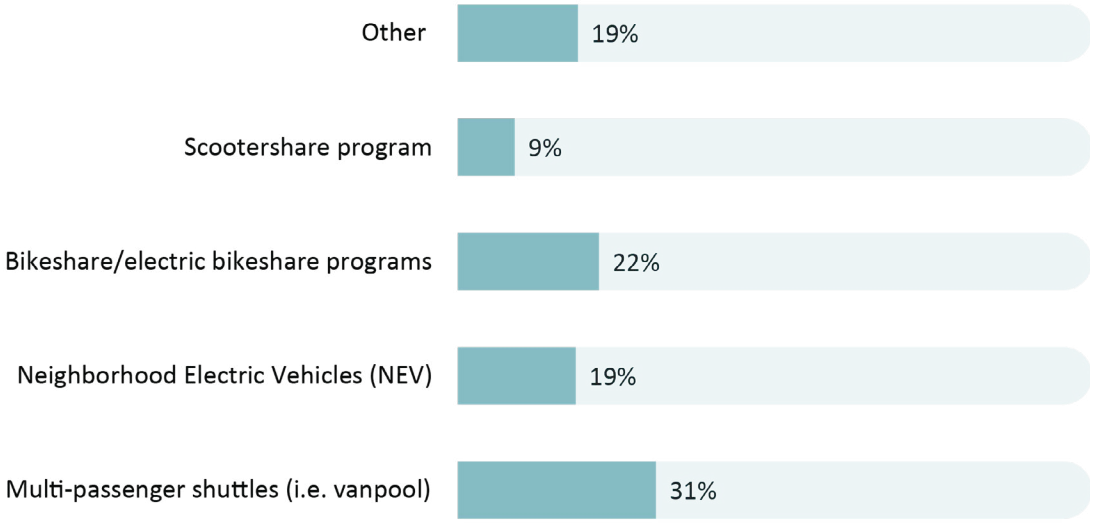
## What other methods of active transportation/travel do you use?




## Encourage use of ATP Methods

Respondents were asked to vote on some proposed alternate transportation methods that would encourage them to visit destinations more frequently. Of the proposed transportation methods included within the options provided, 31 percent of respondents voted for multi-passenger vehicles (vanpool), 22 percent voted for a bikeshare program, 19 percent voted for neighborhood electric vehicles, and 9 percent voted for a scooter share program.

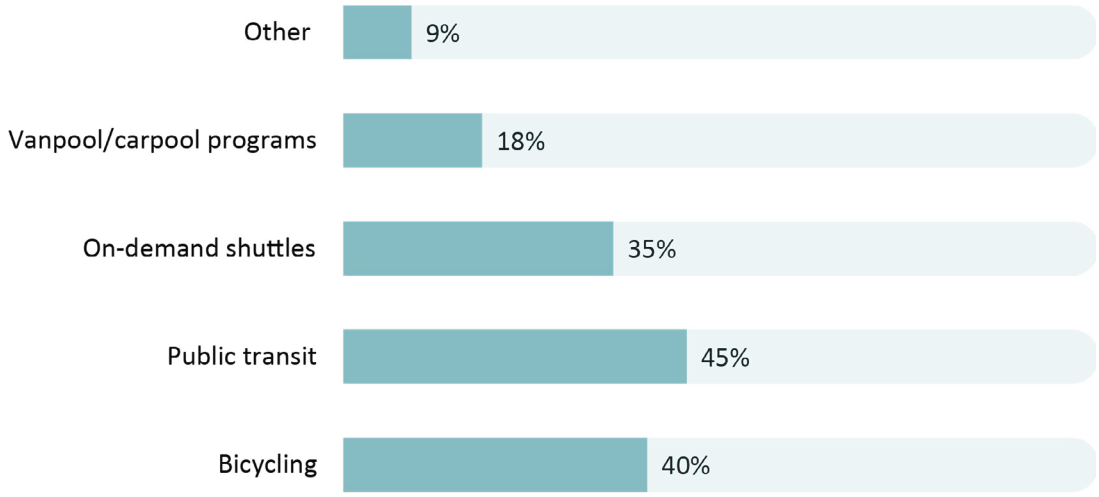
## What other forms of transportation would encourage you to visit destinations more frequently?



## Regional Connectivity

When asked what mode of transportation survey respondents would mostly use for regional connectivity if improvements were made, 45 percent of respondents said they would use public transit, 40 percent would bike, 35 percent would use on-demand shuttles, 18 percent would use vanpool/ carpool programs, and 9 percent said other. Those that selected other primarily said they would drive.

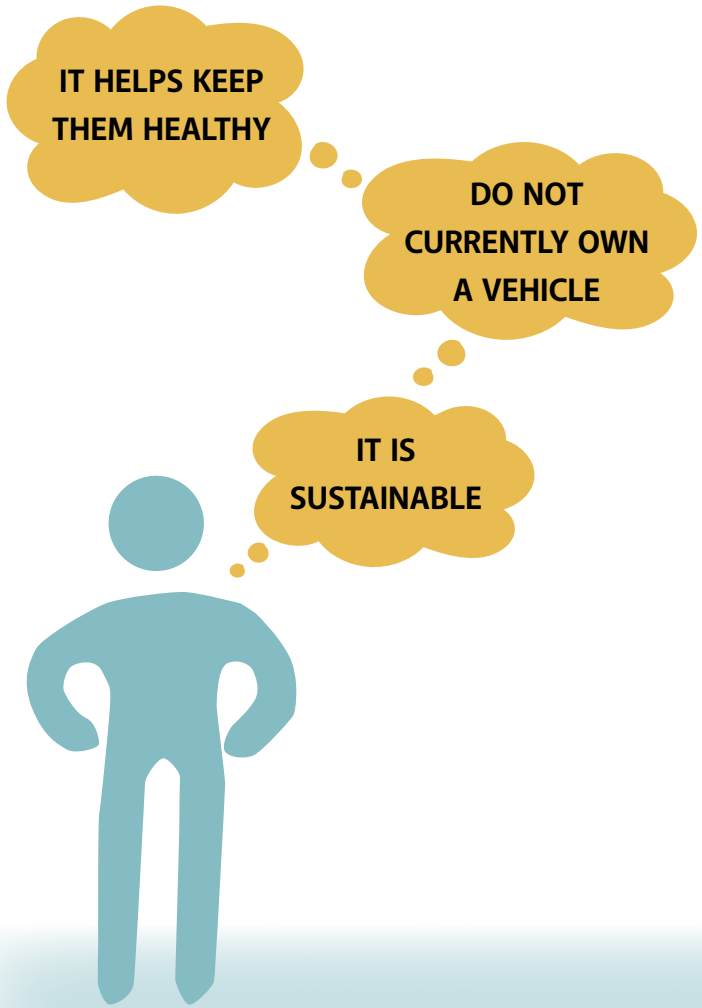
## Which mode of transportation would you use more often for regional connectivity (visiting neighboring cities such as Beaumont) if improvements were made?



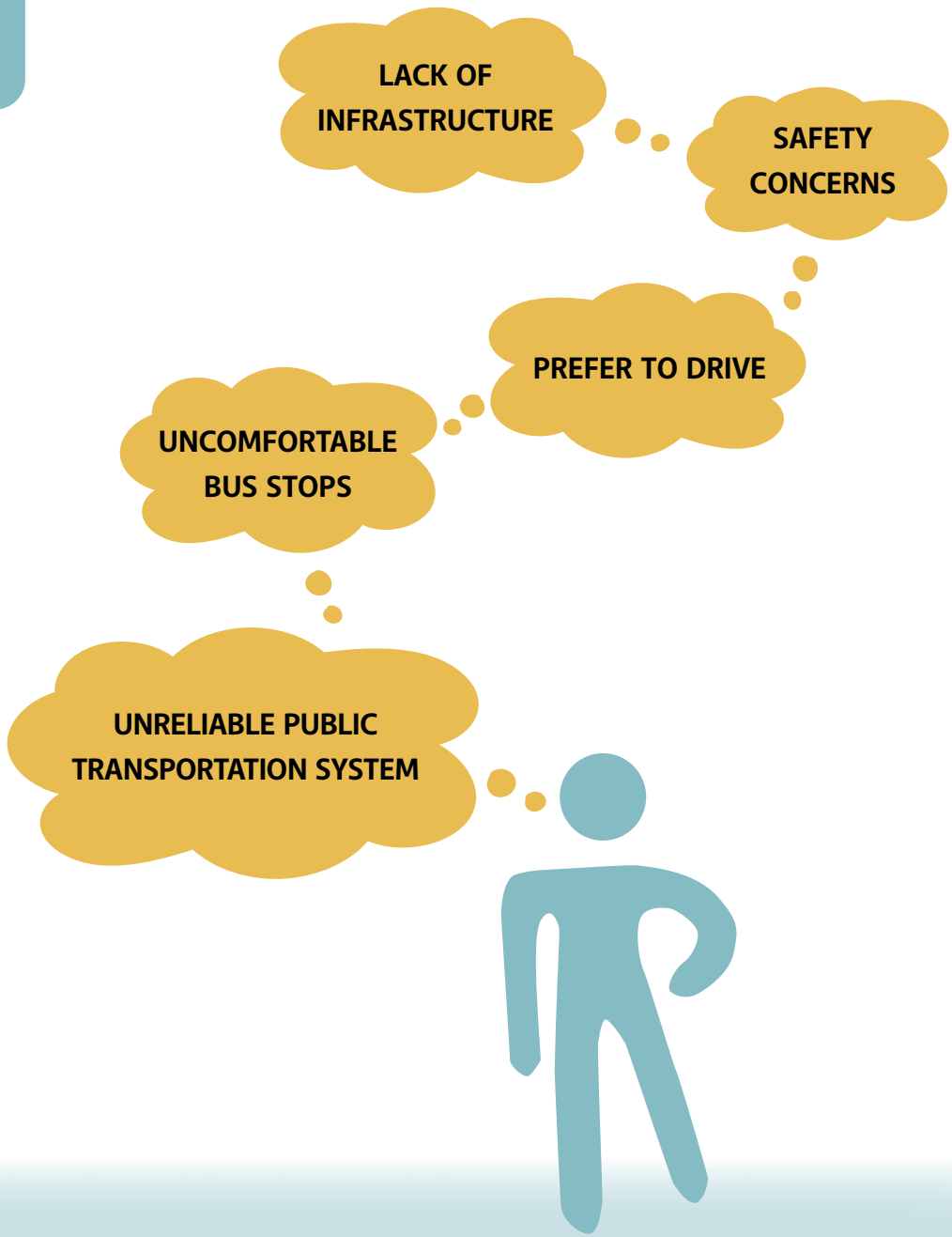
## Open Ended Question Additional Comments

Respondents were given a chance to leave an open answer as to why they either do or don't currently use active transportation to move around.

### WHY PEOPLE CURRENTLY USE ACTIVE TRANSPORTATION




### WHY PEOPLE CURRENTLY DO NOT USE ACTIVE TRANSPORTATION






# RECOMMENDATIONS

4

# 4.1 OVERVIEW

This chapter includes project recommendations meant to improve bicycle and pedestrian safety at and around bus stops. The recommendations are designed to help the City of Banning allocate funds as they become available and compete for grant funds as opportunities arise. The chapter begins with an overview of the different types of built infrastructure that have been designed throughout California. This "Toolbox" includes active transportation recommendations for bicycle, pedestrian, and traffic calming treatments.

# 4.2 TOOLBOX

## 4.2.1 BICYCLE FACILITIES

### Class I: Multi-Use Paths

Class I multi-use paths (frequently referred to as "bicycle paths") are physically separated from motor vehicle travel routes, with exclusive rights-of-way for non-motorized users like bicyclists and pedestrians. They require physical buffers to ensure safety and comfort of the user.

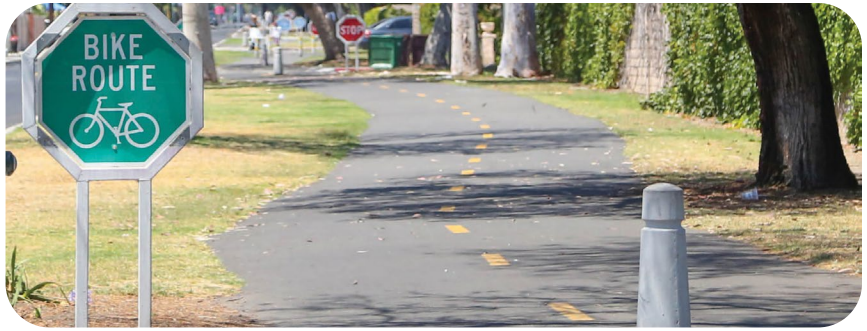
### Class II: Bicycle Lanes

Bicycle lanes are one-way facilities that carry bicycle traffic in the same direction as the adjacent motor vehicle traffic. They are typically located along the right side of the street (although can be on the left side) and are between the adjacent travel lane and curb, road edge, or parking lane. They are not physically separated from motor vehicle traffic.

### Class III: Bicycle Routes

A bicycle route is a suggested bicycle corridor marked by signs designating a preferred street between destinations. They are recommended where traffic volumes and roadway speeds are 35 mph or less.

Standard golf carts can be combined with bicycles in bicycle lanes as they are generally about four feet wide and eight feet long. Golf cart/bicycle lanes should be striped to be eight-feet wide, though seven-feet wide Class II lanes are permissible, and in some instances, these



Class I: Multi-Use Path


Class II: Bicycle Lane



Golf Cart/Bicycle Lane

lanes may be reduced to six-feet wide, with the approval of the City engineer. Allowing golf carts to use bicycle lanes is common practice from Beaumont to the High Desert and beyond.

## Class IV: Separated Bikeways

Separated Bikeways, sometimes called cycle tracks, are on-street bicycle facilities with a physical separation between the bikeway and vehicle travel lanes usually with flexible posts, planters, or poured concrete. Often times, Class IV bikeways are parking-protected, where parked cars offer a buffer from traveling cars.

## Shared Lane Markings ("Sharrows")

The shared lane marking is commonly used where parking is allowed adjacent to the travel lane. It is now common practice to center them within the typical vehicular travel route in the rightmost travel lane to ensure adequate separation between bicyclists and parked vehicles. Many cities install sharrows over a green background to enhance visibility.

## Neighborways

A neighborway, sometimes called a bicycle boulevard, is an approach to reduce traffic, slow car speed, and improve safety for those biking, walking, and rolling on quiet residential streets. They are typically located on more narrow, slow speed streets and combined with other traffic calming infrastructure like speed tables.

## Green-Colored Transition Striping

Intersection or mid-block crossing markings indicate the intended path of bicyclists. Colored striping can be used to highlight conflict areas between bicyclists and vehicles, such as where bicycle lanes merge across motor vehicle turn lanes.

## Prohibiting Parking in Bike Lanes

The 2023 MUTCD allows, for the first time, daylighting of intersections using only paint and flexposts, something that is recommended throughout Banning to improve safety and encourage walking and biking. Daylighting refers to prohibited parking near the intersection to improve visibility, hence "daylighting" the intersection with more "light" and visibility. Moreover, it is the recommendation of this ATP



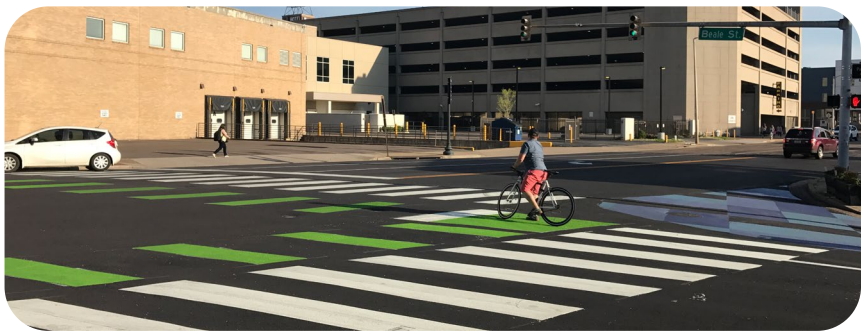
Class III: Bicycle Route



Class IV: Separated Bikeway



Sharrow



Green-Colored Transition Striping

that, for highways and arterials within the City of Banning, parking is prohibited in bike lanes that are curb adjacent, including on Wilson Street.

## Edge Lane Roads

An edge lane roads, sometimes referred to as advisory bike lanes, is a preferred space for bicyclists and motorists to operate on narrow streets that would otherwise be a shared roadway. Roads with edge lane roads accommodate low to moderate volumes of two-way motor vehicle traffic and provide a safer space for bicyclists with little or no widening of the paved roadway surface. Due to their reduced cross section requirements, edge lane roads have the potential to open up more roadways to accommodate comfortable bicycle travel.

## Bike Boxes

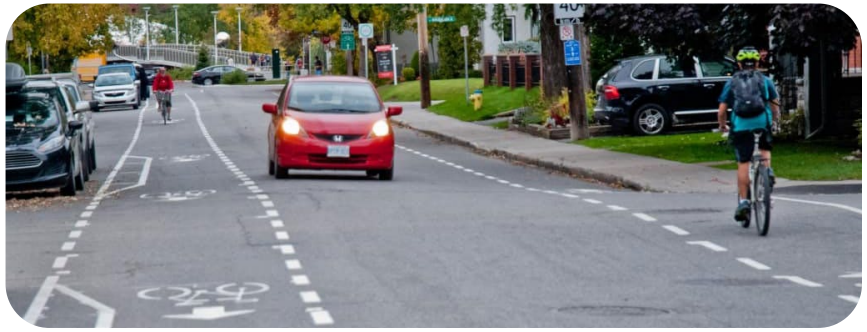
A bike box is a designated area at the head of a traffic lane at a signalized intersection that provides bicyclists a safe and visible way to wait ahead of queuing traffic during the red signal phase. This positioning helps encourage bicyclists traveling straight through not to wait against the curb for the signal change.

## Signage and Wayfinding

Signage and wayfinding on all streets and bicycle routes are intended to identify routes to both bicyclists, pedestrians, and drivers, provide destination information and branding, and to inform all users of changes in roadway conditions. Specifically for bicyclists, signage may consist of a pavement marking network to help guide bicyclists to their destinations or the identity of the bicycle route. Signs are often placed at key decision point locations to guide and reduce potential conflicts. Signage can be applicable to golf carts, or low-speed vehicles (LSV), but they must be street-legal, registered, and licensed for the road to use on a public street, including in a bicycle lane.

### 4.2.2 TRAFFIC CALMING

Traffic calming involves changes in street alignment, installation of barriers, and other physical measures to reduce traffic speeds and/or cut-through motor vehicle traffic volumes. The intent of traffic calming is to alter driver behavior and to improve street



Edge Lane Roads



Bike Boxes




Signage and Wayfinding



Bicycle Facility Signage

safety, livability, and other public purposes. Other techniques consist of operational measures such as police enforcement and speed displays.

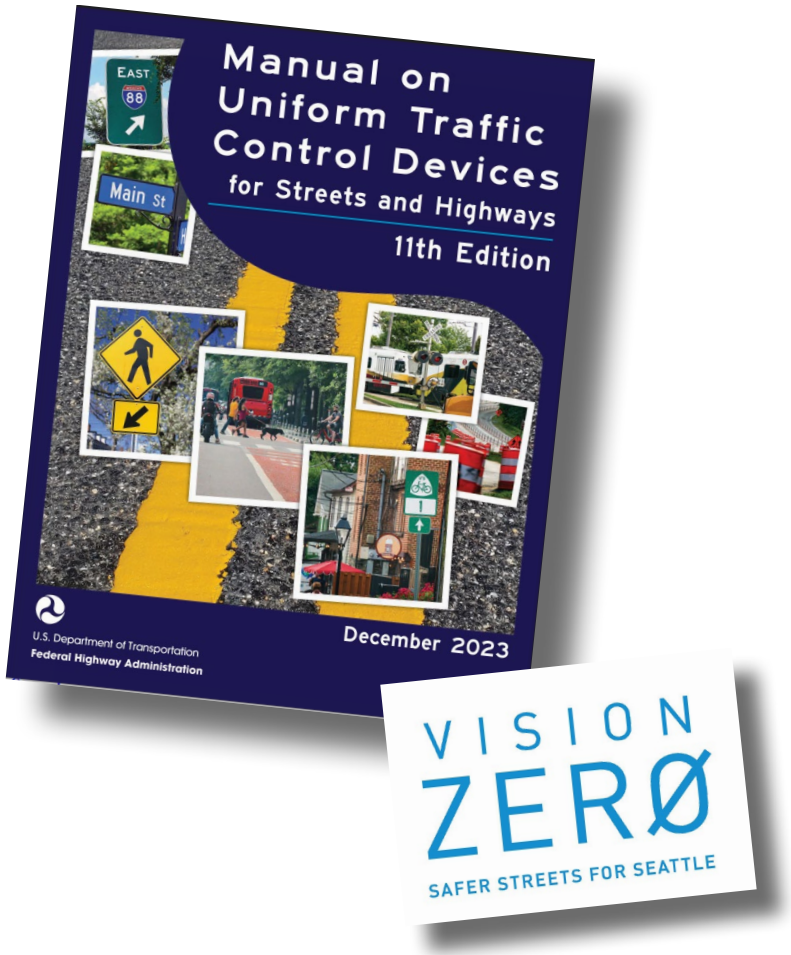
There is currently a proposal to build the "Westward Avenue extension" that connects Westward Avenue to Sun Lakes Boulevard. This project could potentially lead to overflow traffic from the I-10 corridor to instead use the Westward Avenue extension. This ATP recommends implementing traffic calming treatments along Westward Avenue once the extension is built to minimize the cut-through traffic, and the associated impact to the neighborhood. The following treatments are possible traffic calming solutions.



Proposed Westward Avenue Extension Location

## Speed Limit Recommendation

The 11th edition of the Manual on Uniform Traffic Control Devices (MUTCD), the national standard for traffic engineering, was published in December of 2023. In a historic update it no longer requires municipalities to use the 85th-percentile speed of free-flowing traffic when setting speed limits. The 85th percentile speed is often mistakenly called the "average speed." It's not the average speed, but it's usually not far off. It is the speed at or below which 85% of motorists drive on a given road, unaffected by slower traffic or poor weather. This speed indicates the speed that most motorists on the road consider safe and reasonable under ideal conditions, and consequently was used as a gauge for setting speed limits. While this makes sense on certain roadways, like limited access freeways, the Manual recognizes that it does not make sense for all streets, especially streets where there are significant numbers of people walking and biking.




Many communities in the United States are modernizing their approach to setting speed limits. Cities including Boston, Portland, Seattle, Charlotte and Madison, Wisconsin, among others, have lowered their speed limits in recent years as part of their Vision Zero plans to prioritize safety over speed.

Section 2B.13 of the 10th edition of the MUTCD states that: "When a speed limit within a speed zone is posted, it should be within 5 mph of the 85th-percentile speed of free-flowing traffic."

However, section 2B.21 of the 11th edition of the MUTCD is distinctly different, stating that: "On urban and suburban arterials, and on

rural arterials that serve as main streets through developed areas of communities, the 85th-percentile speed should not be used to set speed limit s without consideration of all factors described in Paragraph 7" which states that one should: "Consider whether changes to geometric features, enforcement, and/or other speed reduction countermeasures might improve compliance with the posted speed limit . A similar approach should be used if the results of past speed studies indicate that the 85th-percentile speed has consistently increased."

It is the recommendation of this report that the City of Banning pursue a 20 mph city wide speed limit for local roadways, unless otherwise posted.

## Roundabouts/Traffic Circles

A roundabout is a circular intersection with yield control at its entry that allows a driver to proceed at controlled speeds in a counter-clockwise direction around a central island. Roundabouts are designed to maximize motorized and non-motorized traffic through their innovative design that includes reconfigured sidewalks, bikeway bypasses, high-visibility crosswalks, pedestrian flashing beacons, and other traffic measures. Roundabouts can be implemented on most streets but may require additional right-of-way.

A traffic circle is a small-scale traffic calming measure commonly applied at uncontrolled intersections on low volume, local residential streets. They lower traffic speeds on each approach and typically avoid or reduce right-of-way conflicts because the overall footprint is smaller compared to roundabouts. Traffic circles may be installed using simple markings or raised islands but are best accompanied with drought-tolerant landscaping or other attractive vertical elements.

## Signals and Warning Devices

Traditional pedestrian signals with countdown timers remain the gold standard for high quality pedestrian crossings, although some cases warrant new signal technologies. Pedestrian Hybrid Beacons (PHBs) and Rectangular Rapid Flashing Beacons (RRFBs) are special signals used to warn and control traffic at unsignalized locations to assist pedestrians in crossing a street via a marked crosswalk. PHBs include a "red phase" requiring vehicles to come to a full stop while



Roundabout


Traffic Circle

RRFBs are yield stops. Either of these devices should be installed at locations that have pedestrian desire lines and that connect people to popular destinations such as schools, parks, and retail. The Pedestrian Hybrid Beacon is a good option for Banning in many cases due to traffic volumes that are often too low to warrant traffic signals. Signals and warning devices should be paired with additional pedestrian improvements where appropriate, to mitigate multiple threat crashes on multi-lane roadways.

For example, the intersection of Sun Lakes Boulevard and Twin Hills Drive is relatively large and unsignalized, yet there is a demand for people crossing the intersection by golf cart, by foot, and by other nonmotorized means. The FHWA guide for improving pedestrian safety at uncontrolled crossing locations points to Pedestrian Hybrid Beacons (PHBs) as a desirable option for an intersection like this where a full traffic signal may not be warranted for a variety of reasons. Installing a PHB would be an excellent option for the intersection of Sun Lakes Boulevard and Twin Hills Drive.

## Lead Pedestrian Intervals (LPIs)

LPIs give pedestrians about 3-7 seconds of a head start to enter the crosswalk at an intersection before vehicles get a green light.

## Speed Displays

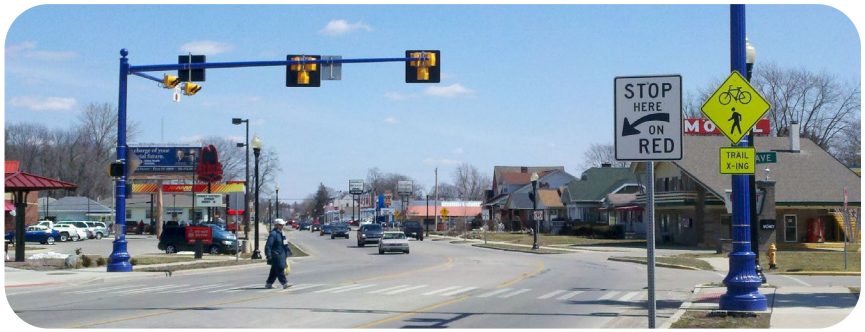
Speed displays measure the speed of approaching vehicles by radar and inform drivers of their speeds using an LED display. Speed displays contribute to increased traffic safety because they are particularly effective in getting drivers traveling ten or more miles per hour over the speed limit to reduce their speed.

## Light-Up Stop Signs

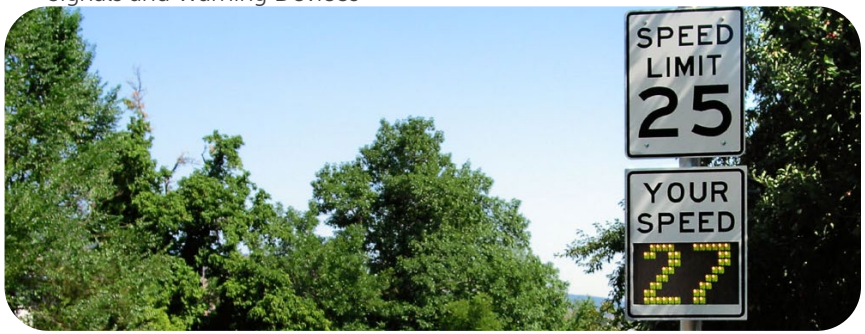
Light-up stop signs are eye-catching stop signs that use flashing LED to encourage motor vehicle drivers to properly stop for pedestrians and bicyclists.

## Traffic Diverters

A traffic diverter is a roadway design feature placed in a roadway to prohibit vehicular traffic from entering into or exiting from the street.



Signals and Warning Devices



Speed Display



Light-Up Stop Signs



Traffic Diverter

## Chicanes

Chicanes are a series of narrowings or curb extensions that alternate from one side of the street to the other forming an S-shaped path. Chicanes reduce drivers' speeds by causing them to shift their horizontal path of travel.

## Speed Cushions

Speed cushions are a form of vertical traffic calming with wheel cutouts that allow emergency vehicles to easily pass. Speed cushions help to reduce vehicle speeds and enhance pedestrian safety.

## Truck Aprons

Truck aprons allow large vehicles, such as: trucks, buses, and recreational vehicles, to turn without striking people walking, rolling, or bicycling, or fixed objects. They are located between the road surface and the sidewalk, or inner circle of a roundabout. The pavement is raised slightly to encourage light vehicles on the main road surface.

## Reflective Border on Signal Heads

Reflective borders on signal heads improves visibility of signal heads with a backplate and is made even more conspicuous by framing it with a yellow retroreflective border. These are more visible in both daytime and nighttime conditions.

## Hardened Center Lines

Hardened centerlines are small rubber barriers next to crosswalks that require people driving to make slower, squarer left-hand turns. This small change has been proven to significantly slow down vehicle speeds at crosswalks and improve safety for people in the crosswalk.

## Neckdowns

Neckdowns narrow a street by extending the sidewalk or widening the landscape area to give the perception that speeds should be reduced.

## One-Way Couplets

One-way couplets are a pair of parallel one-way streets with motor vehicle traffic traveling in opposing directions. Couplets are often used in high-volume areas to manage and increase capacity of travel.



Chicane



Speed Cushions



Truck Apron



Hardened Center Lines

### School Pickup/Drop Off Zone

School pick-up/drop off zones are designated areas typically managed by schools where school buses and parent and guardian motor vehicles can drop off and pick up children.

## 4.2.3 PEDESTRIAN TREATMENTS

### Enhanced Crosswalk Markings

Enhanced crosswalk markings are designed to both guide pedestrians and to alert drivers of a crossing location. The bold pattern is intended to enhance visual awareness. Cities in Southern California often install "Continental" style or "Ladder" style markings due to their higher contrast on a roadway.

### Curb Extensions

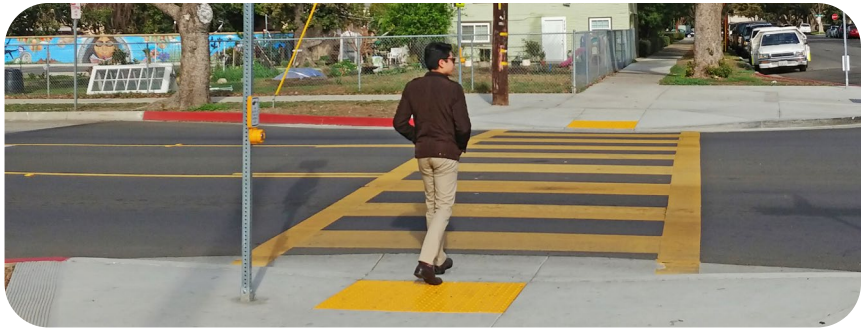
Curb extensions extend the curb line outward into the travel way, reducing the pedestrian crossing distance. Typically occurring at intersections, they increase pedestrian visibility, reduce the distance a pedestrian must cross, and reduce vehicular delay. Curb extensions must be installed in locations where they will not interfere with bicycle lanes or separated bikeways. If both treatments are needed, additional design features such as ramps, or half-sized curb extensions should be considered.

### Refuge Islands

Refuge islands provide pedestrians and bicyclists a relatively safe place within an intersection and midblock crossing to pause and observe before crossing the next lane of traffic.

### Mid-Block Crossings

Mid-block crossings provide convenient locations for pedestrians and bicyclists to cross thoroughfares in areas with infrequent intersection crossings or where the nearest intersection creates substantial out-of-direction travel. Mid-block crossings should be paired with additional traffic-control devices such as traditional pedestrian signals, PHBs, RRFBs, LED enhanced flashing signs, and/or refuge islands.



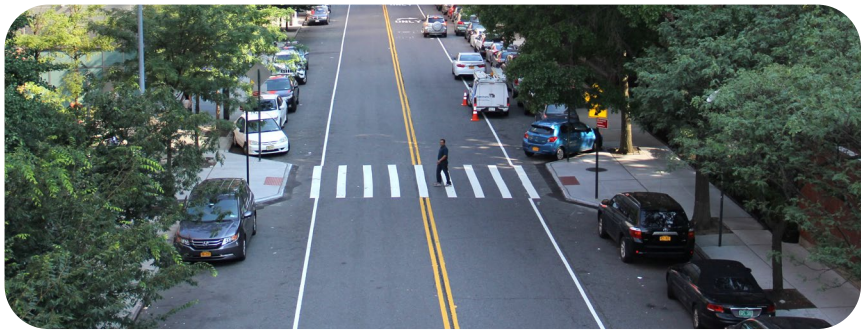
Enhanced Crosswalk Marking



Curb Extension



Refuge Island



Mid-Block Crossing

## Continuous Sidewalks

Continuous sidewalks are a continuation across an intersection without a break in the footpath. The footpath continues at the same level through an intersection and onto the next block.

## Senior Zones

Designated senior zones can be enhanced with street signage, increased crossing times at traffic signals, benches, bus stops with shelters, and pedestrian lighting.

## Special Intersection Paving and Crosswalk Art

Special intersection paving and crosswalk art provide unique opportunities at intersections to highlight crossings or key civic or commercial locations, while breaking the visual monotony of asphalt. Intersection paving treatments and crosswalk art can integrate context- sensitive colors, textures, and scoring patterns.

Paving treatments and crosswalk art do not define a crosswalk and should not be seen as a safety measure. Standard transverse or longitudinal high visibility crosswalk markings are still required.

## Lighting

Pedestrian-scale lighting provides many practical and safety benefits, such as illuminating the path and making crossing walkers and bicyclists more visible to drivers. Lighting can also be designed to be fun, artistic, and interactive.

# 4.2.4 TRANSIT STOP AMENITIES

Transit stop amenities such as shelters with overhead protection, seating, trash receptacles, and lighting are essential for encouraging people to make use of public transit.

## Real-Time Bus Information

Real-time bus information allows riders to predict their journey and manage their time more effectively. This increases the convenience of transit for riders by providing an accurate, updated location of their bus.



Crosswalk Art



Pedestrian-scale Lighting




Real-Time Bus Information

### Transit Stop Amenities

Transit stop amenities such as shelters with overhead protection, seating, trash receptacles, and lighting are essential for encouraging people to use public transit.

### Floating Bus Island

A floating bus island is located between travel lanes and bike lanes where transit passengers board and alight transit vehicles. Pedestrians cross the bike lane when traveling to or from the platform where the bus stop is located. This eliminates conflict between bicyclists traveling in bike lanes and transit vehicles that must pull curbside to load and unload passengers.

## 4.2.5 PLACEMAKING

### Parklets

Parklets are made by converting one or two parking stalls into spaces for outdoor seating, public art, or other outdoor amenities that improve the streetscape experience.

### Community Art

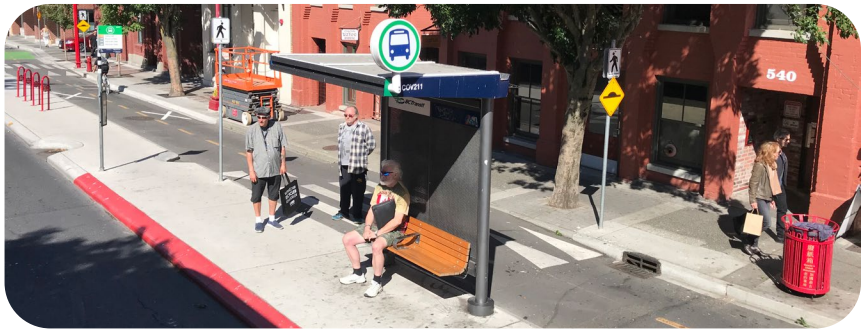
Displaying community art is a great way to engage the residents. Community art projects can include wall murals, intersection murals, creative crosswalk art, sidewalk chalk art, or sculptures.

### Furnishings and Public Art

Transit shelters, bicycle racks, seating, and public art provide important amenities for functionality, design, and vitality of the urban environment. They announce that the street is a safe and comfortable place to be and provide visual detail and interest.

### Wayfinding Signage

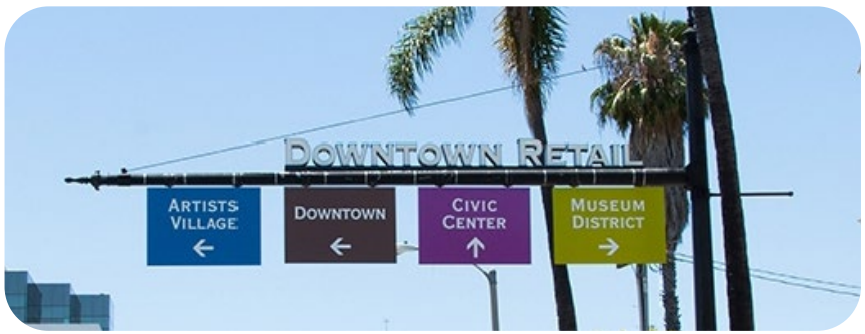
Wayfinding signage is a fundamental element of a comprehensive bicycling, walking, and trail network. Effective wayfinding systems communicate designated corridors, destinations, and other points of interest throughout a community. Wayfinding signage should be designed with local design aesthetics in mind.



Floating Bus Island with Bus Shelter


Parklet


Public Art



Wayfinding Signage

## Monument Sign

Monument signs can serve as powerful tools that welcome people to visit, engage, and enjoy a space or area in a unique way. These signs often reflect the character or personality of the culture and are usually located near popular points of interest or at intermediary gathering spaces along a corridor.

### 4.2.6 GREEN INFRASTRUCTURE

## Street Trees

Street trees are located alongside the sidewalk in a landscape parkway to provide a shaded, more comfortable pedestrian experience.

## Landscape Parkways

Landscape parkways are a planting strip between a sidewalk and a roadway and can have street trees, decorative rocks, or bioswales. Parkways provide a greater social and environmental benefit by countering urban heat island and increasing pedestrian comfort by cooling the sidewalk and they sequester carbon, can reduce noise from road traffic, and provide a safety buffer for people walking from vehicle traffic.

## Stormwater Capturing

Stormwater capturing is the collection of abundant or precipitated water in an urban area that is transferred over to the nearest reservoir. Once it is collected, stormwater capture technology reuses its water supply resource.

## Bioswales

Bioswales are a type of open channel that has vegetations and rocks to slow down and filter stormwater runoff as it absorbs into the land replenishes the water table or flows into a drain.



Street Trees



Stormwater Capturing



Bioswales



Parkways

## 4.3 CITYWIDE BICYCLE NETWORK

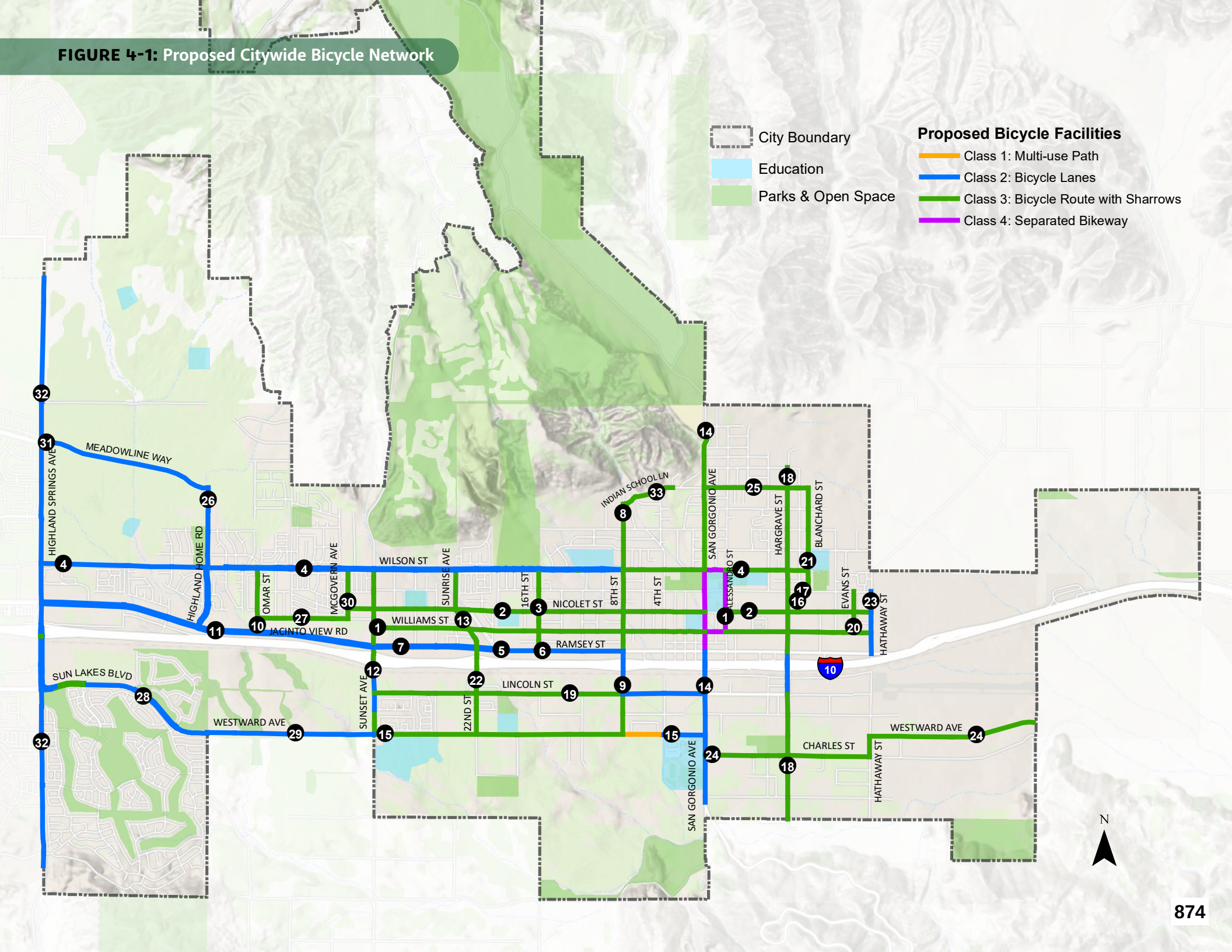
Table 4-1 and Figure 4-1 highlight the proposed Citywide bicycle network displaying a well connected Banning. Once implemented, residents and visitors alike will be able to cycle around the city, visiting key destinations such as the downtown core, schools, parks, and the Banning Public Library. The proposed network not only has an interconnected local bicycle network, but regional connection to the neighboring City of Beaumont along Ramsey Street, Wilson Street, Sun Lakes Boulevard, and Highland Springs Avenue. Both the SCAG and WRCOG active transportation networks identify regional connections throughout Riverside County and through Banning via Ramsey Street, incorporating the I-10 Bypass. Upon completion of the I-10 bypass, bicyclists will also be able to safely and comfortably travel to the community of Cabazon.

The Citywide bicycle network was developed by first dividing Banning streets into primary and secondary corridors based on street classification and number of lanes. Primary corridors were four-lane major and arterial highways and secondary arterials, and were to receive treatments of Class II bicycle lanes and buffered bicycle lanes, or Class IV separated bikeways. Secondary corridors were primarily two-lane collector roads and were to implement neighborway treatments of edge land roads and speed tables or cushions, or at a minimum to install Class III bicycle routes with shared lane markings. These recommendations were then modified on a case-by-case basis with input from City staff and feedback from the Stakeholder Advisory Committee.

**TABLE 4-1: Citywide Bicycle Network Ranking**

| PROJECT NUMBER | STREET NAME | TO | FROM |
|---|---|---|---|
| 1 | E Williams Street | Sunset Avenue | N Hathaway Street |
| 2 | Nicolet Street | McGovern Avenue | N Hathaway Street |
| 3 | N 16th Street | Highland Springs Avenue | W Ramsey Street |
| 4 | W Wilson Street | Highland Springs Avenue | N Blanchard Street |
| 5 | E Ramsey Street (mid) | Sunset Avenue | 8th Street |
| 6 | E Ramsey Street (east) | Sunset Avenue | 8th Street |
| 7 | Sunrise Avenue | W Wilson Street | Nicolet Street |
| 8 | N 8th Street | W Indian School Lane | W Ramsey Street |
| 9 | S 8th Street | W Ramsey Street | Westward Avenue |
| 10 | Omar Street | W Wilson Street | W Ramsey Street |
| 11 | W Ramsey Street | Highland Springs Avenue | Sunset Avenue |
| 12 | Sunset Avenue | North of W Wilson Street | W Westward Avenue |
| 13 | N 22nd Street | Sunset Avenue | W Ramsey Street |
| 14 | San Gorgonio Avenue | Bluff Street | Old Idyllwild Road |
| 15 | E Westward Avenue | Sunset Avenue | San Gorgonio Avenue |
| 16 | N Almond Way | E George Street | Nicolet Street |
| 17 | E George Street | N Almond Way | N Blanchard Street |
| 18 | Hargrave Street | E Repplier Road | E Porter Street |
| 19 | W Lincoln Street | Sunset Avenue | San Gorgonio Avenue |
| 20 | N Evans Street | E George Street | E Williams Street |
| 21 | N Blanchard Street | E Indian School Lane | E George Street |
| 22 | 22nd Street | W Ramsey Street | W Westward Avenue |
| 23 | N Hathaway Street | Morongo Road | E Ramsey Street |
| 24 | Charles Street | San Gorgonio Avenue | East of wastewater ponds |
| 25 | E Indian School Lane | San Gorgonio Avenue | N Blanchard Street |
| 26 | Highland Home Road | 14th Street | W Ramsey Street |
| 27 | W Jacinto View Road | Omar Street | McGovern Avenue |
| 28 | Sun Lake Boulevard | Highland Springs Avenue | S Highland Home Road |
| 29 | W Westward Avenue | S Highland Home Road | Sunset Avenue |
| 30 | McGovern Avenue | W Wilson Street | W Jacinto View Road |
| 31 | Meadowline Way | Highland Springs Avenue | Highland Home Road |
| 32 | Highland Springs Avenue | Brookside Avenue | South of Sun Lake houses |
| 33 | W Indian School Lane | N 8th Street | N San Gorgonio Avenue |

**FIGURE 4-1:** Proposed Citywide Bicycle Network



## 4.4 PROJECT PRIORITIZATION

Developing the project prioritization criteria was a combined data-driven and interactive process consisting of cumulative scores derived from the various criteria, shown in Table 4-2. The project list with assigned scores is shown in Appendix D - Citywide Project List with Assigned Scores. The prioritization process was developed in collaboration with the Stakeholder Advisory Group (SAG), City Staff, and with equity for all users and transportation modes in mind. The various criteria included equity impacts using CalEnviroScreen and elements of the Propensity Model. The Propensity Model incorporates many factors such as median income and vehicle ownership to highlight areas of the City where active transportation modes may provide the most benefit. Proximity to schools is also an important factor to prioritize projects, especially with youth that must walk or bicycle to school.

**TABLE 4-2: Project Prioritization Criteria**

| CRITERIA | DESCRIPTION |
|---|---|
| School Zone (max. 100) | The number of schools within 1/4 mile of each corridor segment was counted, then the quantity was converted to a score between 0 to 100 based on all other segments analyzed. One segment had seven schools within a 1/4 mile and was given a score of 100. Segments that had one school within a 1/4 mile got a score of 29. Excel mathematical functions were used to set a maximum score of 100 relative to all segment quantities of schools within 1/4 mile. |
| Propensity (max. 100) | GIS mapping tools were used to quantify the number 'origin' points and 'destination' areas across the entire city that are adjacent to each corridor segment. 'Destination' points included entry points to schools, parks, businesses and other public facilities. These points were used to quantify the number of destinations within a 1/4 mile of a road segment. 'Origin' areas are based on census tract polygons and associated census data including commuting characteristics and lower income areas that may have a greater quantity of bicyclists and pedestrians that travel by non-motor-vehicle means. Area scores for destinations and origins were stacked and totaled across the city to generate a gradation of areas with high or low propensity for non-motor-vehicle means of transportation. Destination and origin quantities ranged from 15 to 32, then Excel mathematical functions were used to set a maximum score of 100 relative to all other segments. |
| B/P Crashes (max. 100) | Vehicle crashes with bicyclists and pedestrians were totaled per mile of each road segment to identify segments where higher levels of crashes occur. Segments with higher quantities of crashes were scored higher so problematic locations would be a priority for infrastructure upgrades. Excel mathematical functions were used to set a maximum score of 100 relative to all other segments. |
| Equity (max. 100) | Equity for all locations around the City is based on the CalEnviroScreen web page (California Communities Environmental Health Screening Tool version 4.0). The web page allows download of GIS maps and data that can be used to quantify environmental conditions at the census tract level. The web page considers exposure to pollution like ozone, diesel particulates, water contaminants, lead risk, certain pesticides, industrial emissions and traffic impacts that can have increased impact on sensitive populations. Socioeconomic factors like education levels, low-income housing, language challenges, poverty and unemployment are included. The ranking percentiles from the web page were scored to a maximum of 100 relative to adjacent areas, using Excel mathematical functions. |

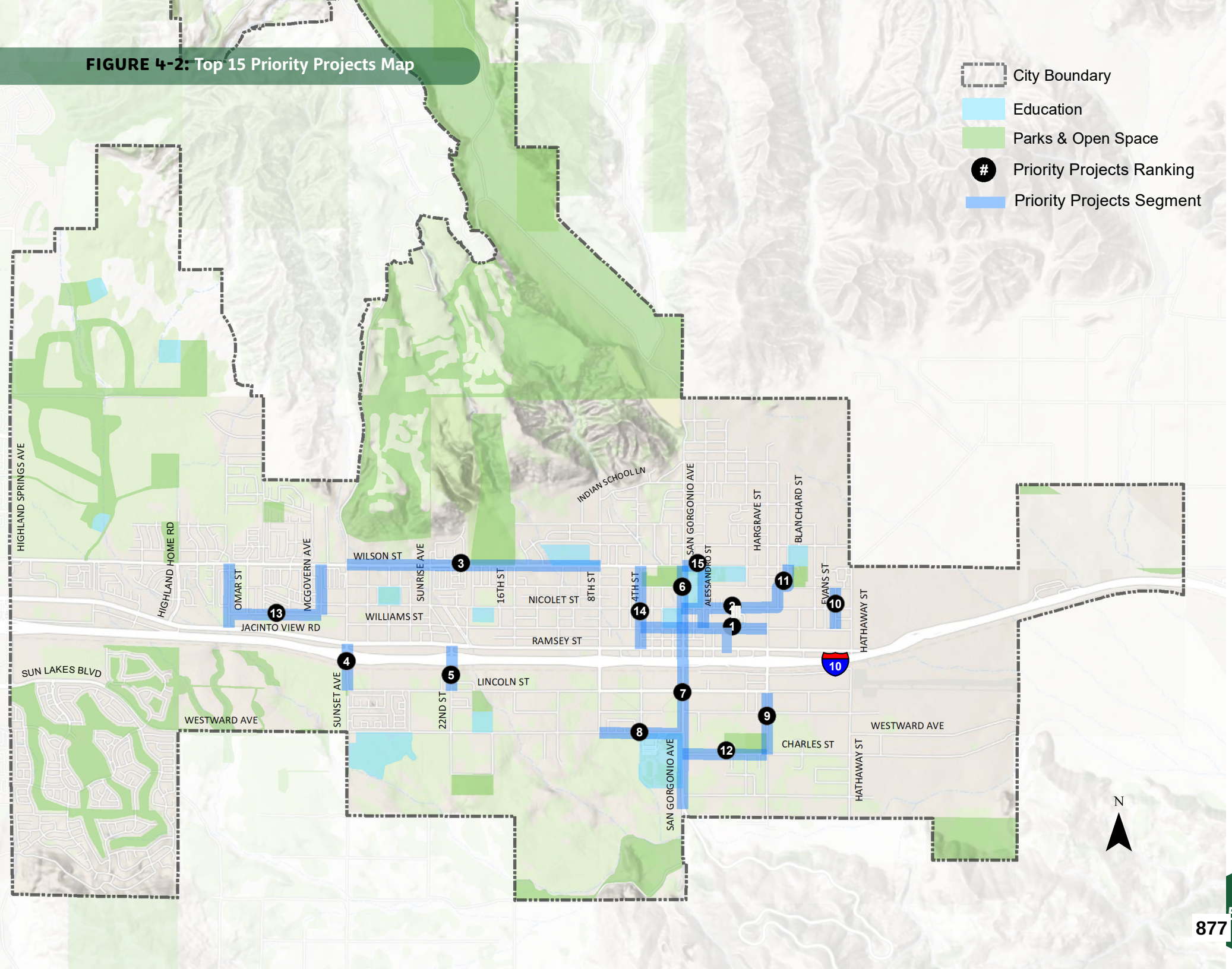
## 4.5 PRIORITY PROJECTS

To build upon the importance of bicycle and pedestrian safety around schools, collisions are another important criteria. Ultimately, the projects recommended are all in the underrepresented and underserved areas of Banning with the goal of increasing safety for bicycle, pedestrian and other alternative modes of travel. Table 4-3 in conjunction with Figure 4-2 demonstrate the top fifteen priority projects as per the prioritization process.

**TABLE 4-3: Top 15 Priority Projects**

| RANK | PROJECT | FROM | TO |
|---|---|---|---|
| 1 | Williams Street Neighborway | 4th Street | Hargrave Street |
| 2 | Nicolet Street Neighborway | Alessandro Street | Blanchard Street |
| 3 | Wilson Street | Sunset Street | 8th Street |
| 4 | Sunset Avenue | Ramsey Street | Lincoln Street |
| 5 | 22nd Street | Ramsey Street | Lincoln Street |
| 6 | San Gorgonio Avenue North | Wilson Street | Ramsey Street |
| 7 | San Gorgonio Avenue South | Ramsey Street | Wesley Street |
| 8 | Westward Avenue | 8th Street | San Gorgonio Avenue |
| 9 | Hargrave Street Neighborway | Lincoln Street | Charles Street |
| 10 | Evans Street Neighborway | George Street | Williams Street |
| 11 | Blanchard Street Neighborway | Wilson Street | Hoffer Street |
| 12 | Charles Street Neighborway | San Gorgonio Avenue | Hargrave Street |
| 13 | Jacinto View Road "Horseshoe Loop" | Wilson Street | Wilson Street |
| 14 | 4th Street | Wilson Street | Hays Street |
| 15 | Alessandro Street | Wilson Street | Williams Street |

**FIGURE 4-2: Top 15 Priority Projects Map**



# Project 1
## Williams Street
(From 4th Street to Hargrave Street)



### Cost Estimate
**$ --**



### Project Length
**0.75 miles**



### Schools
1



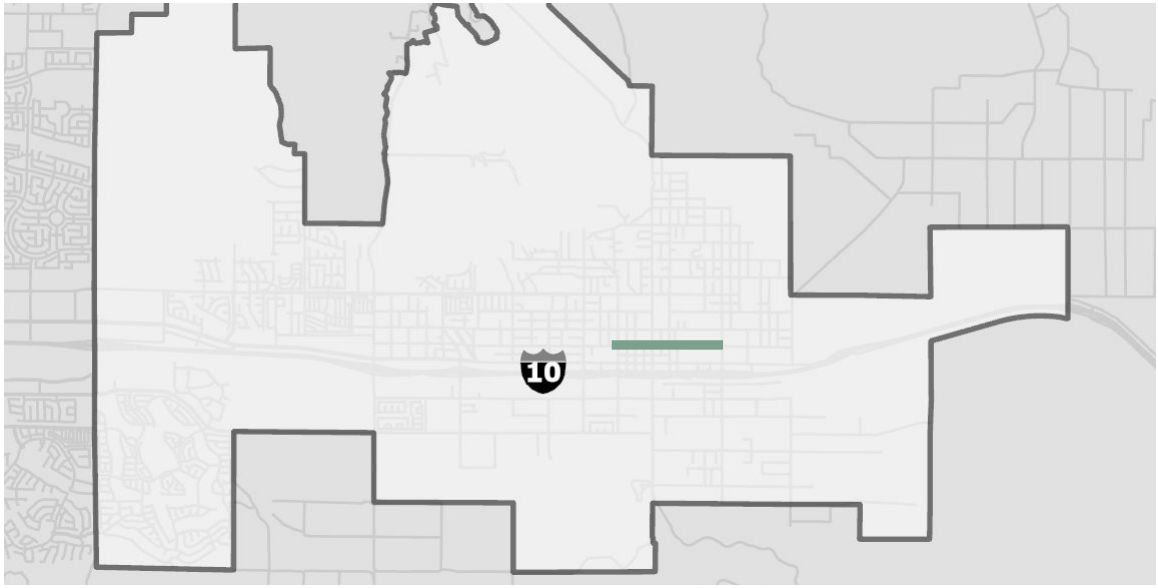
### Parks
0



### Pedestrian Collision
1



### Bicyclist Collisions
0

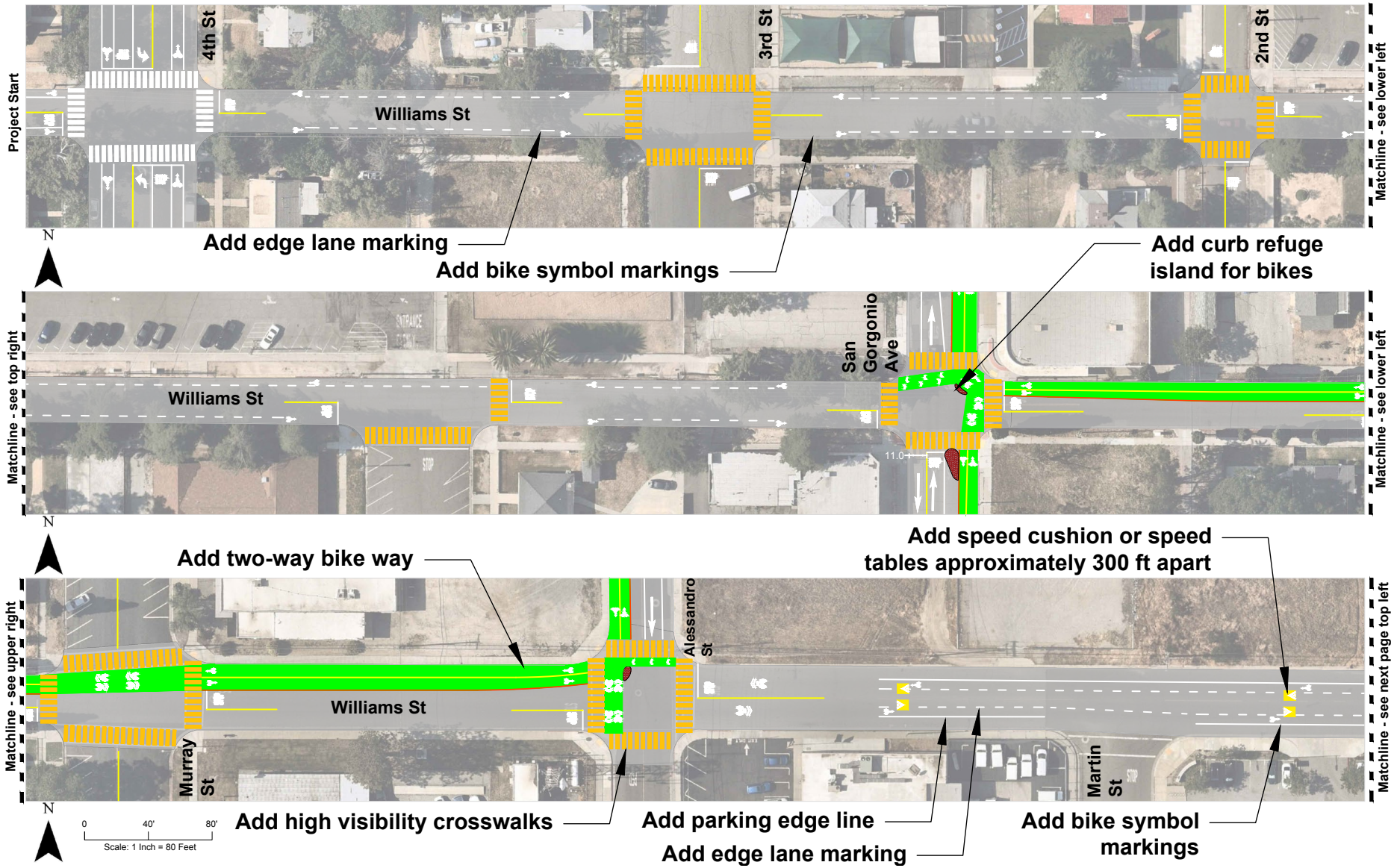



## Existing Conditions:

The Williams Street corridor is located in central Banning and runs west to east from 4th Street to Hargrave Street. The corridor passes by single-family residential housing, commercial, public and religious institutions, and Central Elementary School. This two-lane road serves as a secondary through route from the center of Banning to eastern Banning and has moderate traffic volumes associated with people traveling to and from the I-10 on and off ramps. On-street parallel parking exists along most of the segment. There are no bicycle facilities, but sidewalks are complete except for a portion of the south side between Martin Street and Hargrave Street. One pedestrian collision with a vehicle has occurred on this segment at the intersection of Williams Street and Murray Street.

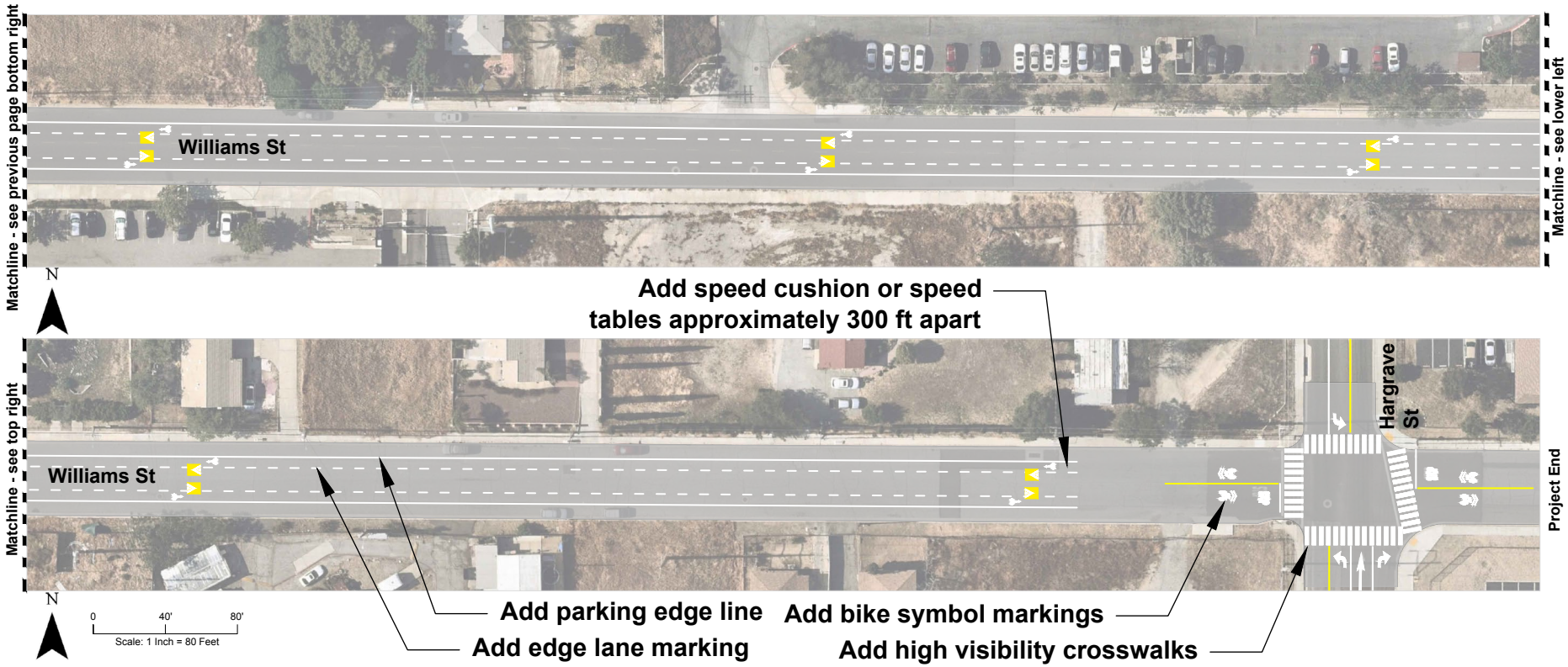
## Recommendations:

Figure 4-3 and Figure 4-4 show recommended improvements for the Williams Street corridor. The proposed improvements along Williams Street include turning the existing two-way road (from 4th Street to San Gorgonio Avenue and from Alessandro Street to Hargrave Street) into an edge lane road with Class III bicycle route facilities and bicycle symbol markings on both sides of the corridor and installing a two-way Class IV bikeway with bicycle symbol markings and curb refuge islands on the north side of the segment from San Gorgonio Avenue to Alessandro Street. The proposed Class IV bikeway along this corridor would connect with Class IV bicycle facilities on other corridors to form a loop. Other proposed improvements include installing high-visibility crosswalks at most intersections, speed cushions or tables, parking edge lines, and edge lane markings throughout the segment.




**Note: Implement parking restrictions from 4th Street to Alessandro Street.**

**FIGURE 4-4:** Williams Street Concept



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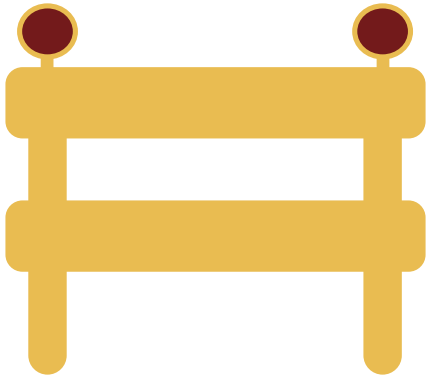


# Project 2
## Nicolet Street Neighborway
(From Alessandro Street to Blanchard Street)



**Cost Estimate**

**$ --**



**Project Length**

**0.75 miles**



**Schools**

**2**



**Parks**

**1**



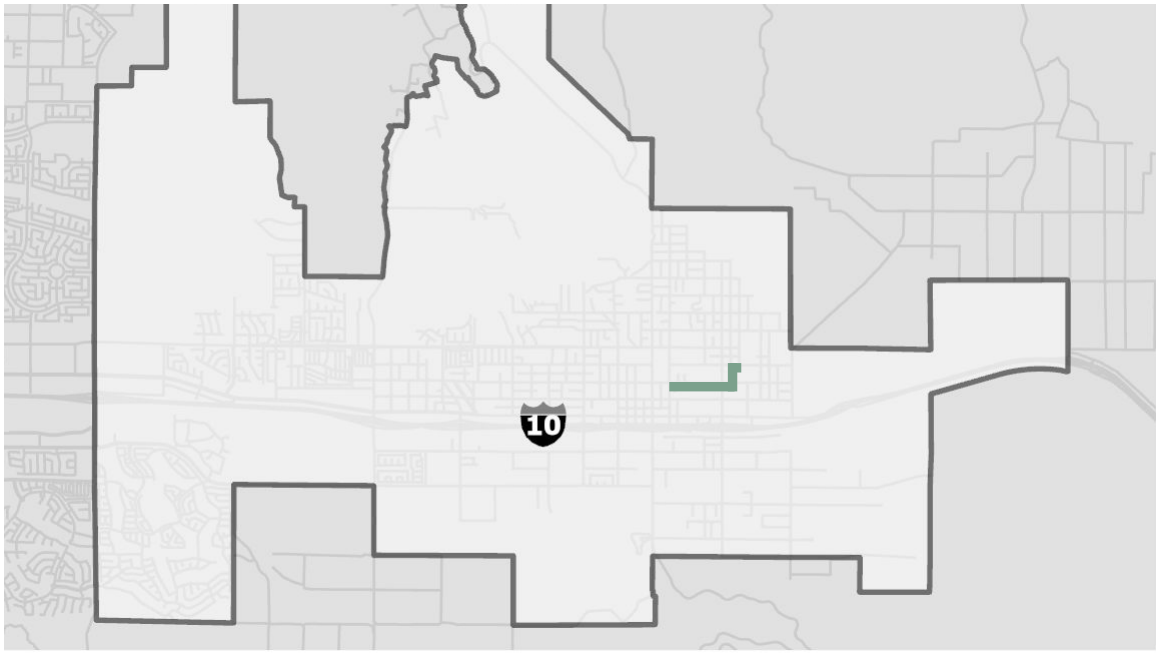
**Pedestrian Collision**

**1**



**Bicyclist Collisions**

**0**




### Existing Conditions:

The Nicolet Street corridor is a multi-street project that connects Nicolet Middle School to Hoffer Elementary School. This corridor begins at the intersection of Nicolet Street and Alessandro Street and goes north at Almond Way, east at George Street, and north on Blanchard Street until ending at Hoffer Street. All of the road segments are small secondary two-way residential roads with low traffic volumes. The corridor passes through single-family residential housing with parallel on-street parking on both sides of the entire route. Key attractions along the corridor include Nicolet Middle School, Hoffer Elementary School, and Roosevelt Williams Park. Short segments of Class III bicycle route facilities exist on Nicolet Street, but are not sufficient to provide a safe route to school. Similarly, sidewalks exist in short segments throughout the corridor, but are not complete to provide safe walking conditions. One pedestrian collision with a vehicle was reported on this segment at the intersection of Nicolet Street and Hargrave Street.

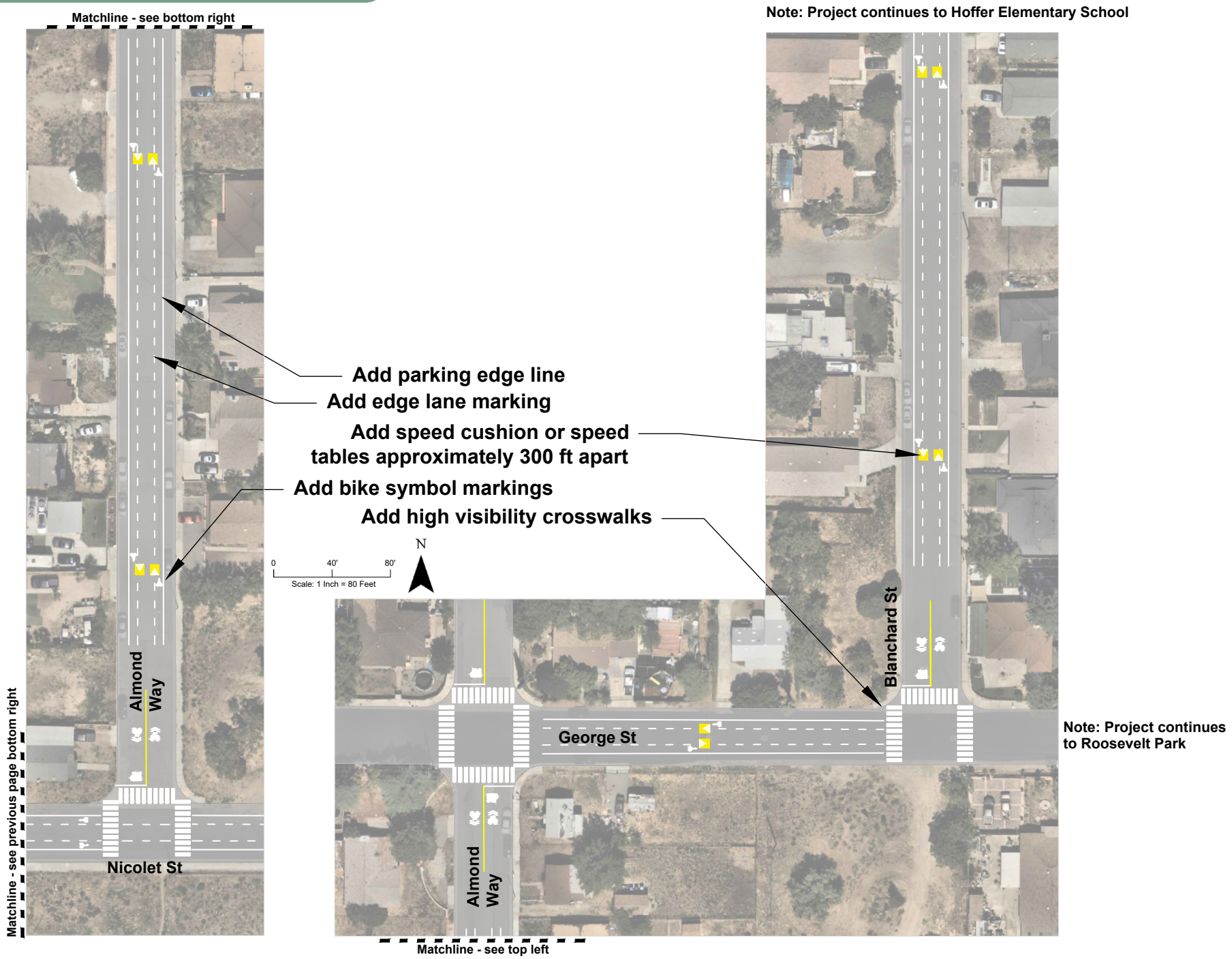
### Recommendations:

Figure 4-5 and Figure 4-6 show recommended improvements for the Nicolet Street corridor. The proposed improvements along the corridor include turning the existing two-way road into an edge lane road with Class III bicycle route facilities and bicycle symbol markings on both sides of the corridor. Other proposed improvements include installing high-visibility crosswalks at all intersections, speed cushions or tables, parking edge lines, and edge lane markings throughout the segment.

**FIGURE 4-5:** Nicolet Street Neighborway Concept



**FIGURE 4-6:** Nicolet Street Neighborway Concept



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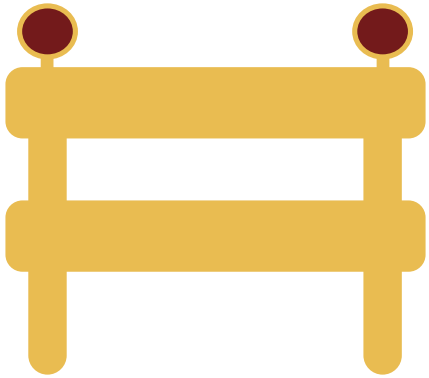


# Project 3
## Wilson Street
(From Sunset Avenue to 8th Street)

**Cost Estimate**
**$ --**

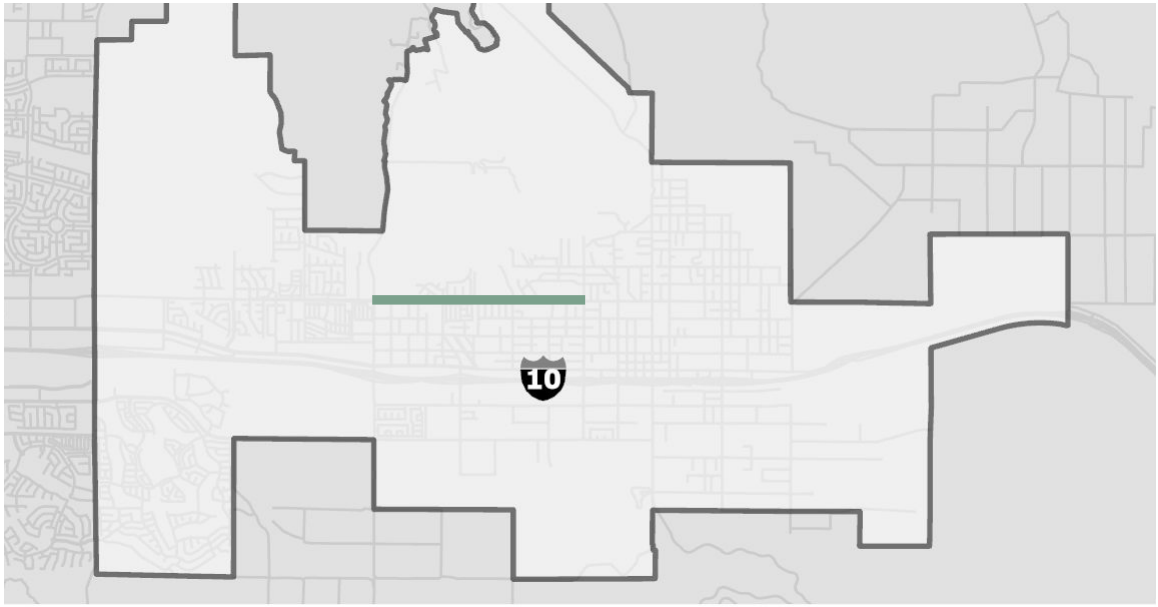
**Project Length**
**1.5 miles**

**Schools**
1

**Parks**
0

**Pedestrian Collision**
2

**Bicyclist Collisions**
0




### Existing Conditions:

The Wilson Street corridor is located in north central Banning and runs west to east from Sunset Avenue to 8th Street. The corridor is a primary east-west connector road with high daily traffic volumes. Most of the corridor passes by single-family residential housing, as well as Susan B. Coombs Intermediate School, undeveloped land, and some religious institutions. On-street parallel parking is permitted along the entire length of the segment. There are no bicycle facilities and most of the sidewalks are complete except for some sections along undeveloped land. Two pedestrian collisions with a vehicle have occurred along this segment - one resulting in a fatality at the intersection of Wilson Street and 20th Street and one resulting in injury at the intersection of Wilson Street and 10th Street.

### Recommendations:

Figure 4-7 to Figure 4-9 shows recommended improvements for the Wilson Street corridor. The cross-section for the proposed improvements along Wilson Street include various cross-sections. From Sunset Avenue to 16th Street, the cross-section will remove parking and add a buffered bike lane on both sides of the street, where possible. From 16th Street to 8th Street, the cross-section will remove parking, add a bike lane on both sides of the street, and add a student pick-up and drop-off zone on the north side of the street along Susan B Coombs Intermediate School. In general the project includes installing Class II bicycle lanes with bicycle symbol markings and green conflict striping, high-visibility crosswalks at all intersections, and an RRFB at 12th Street on the east leg.

**FIGURE 4-7:** Wilson Street Concept

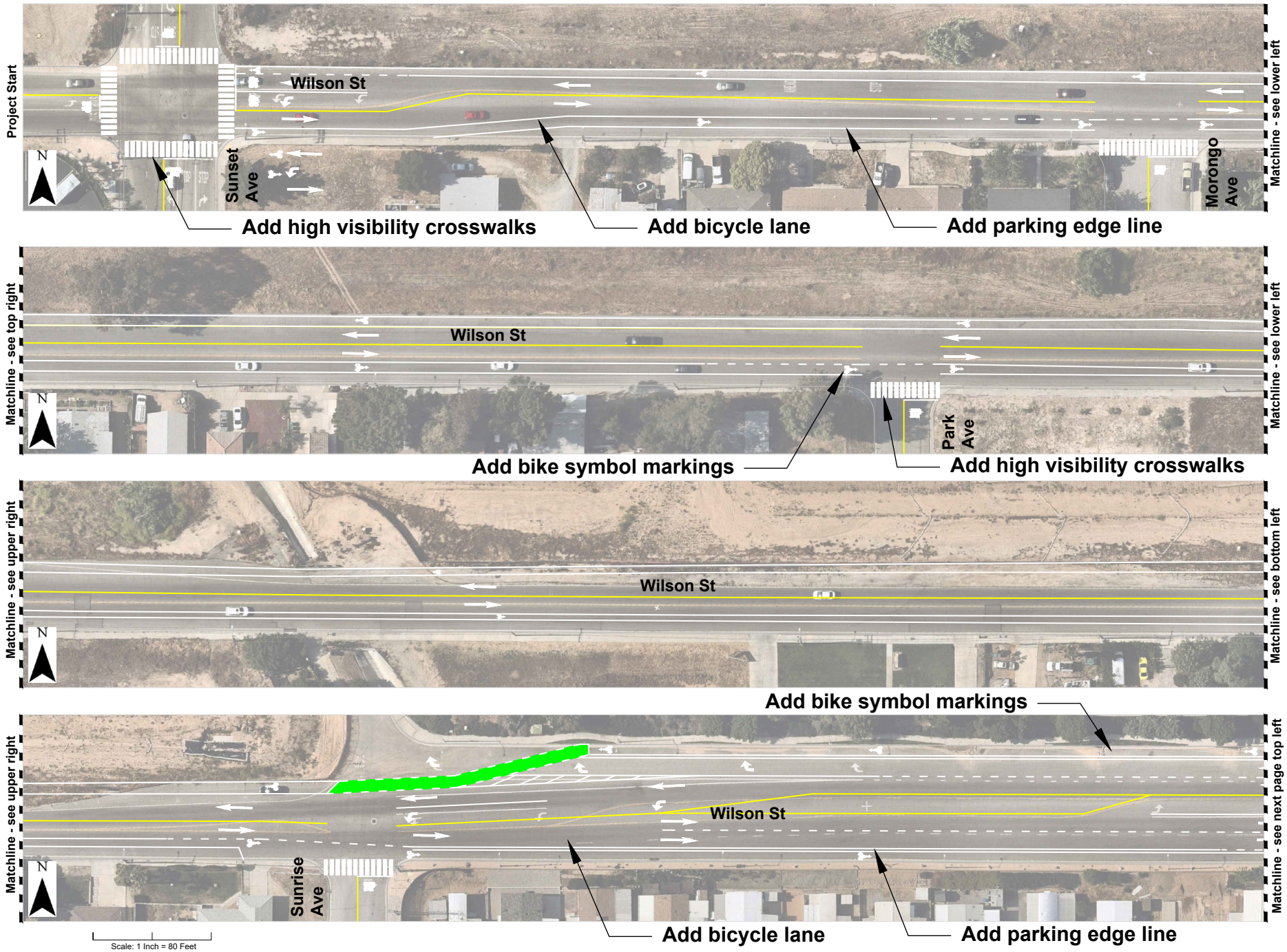


**FIGURE 4-8:** Wilson Street Concept

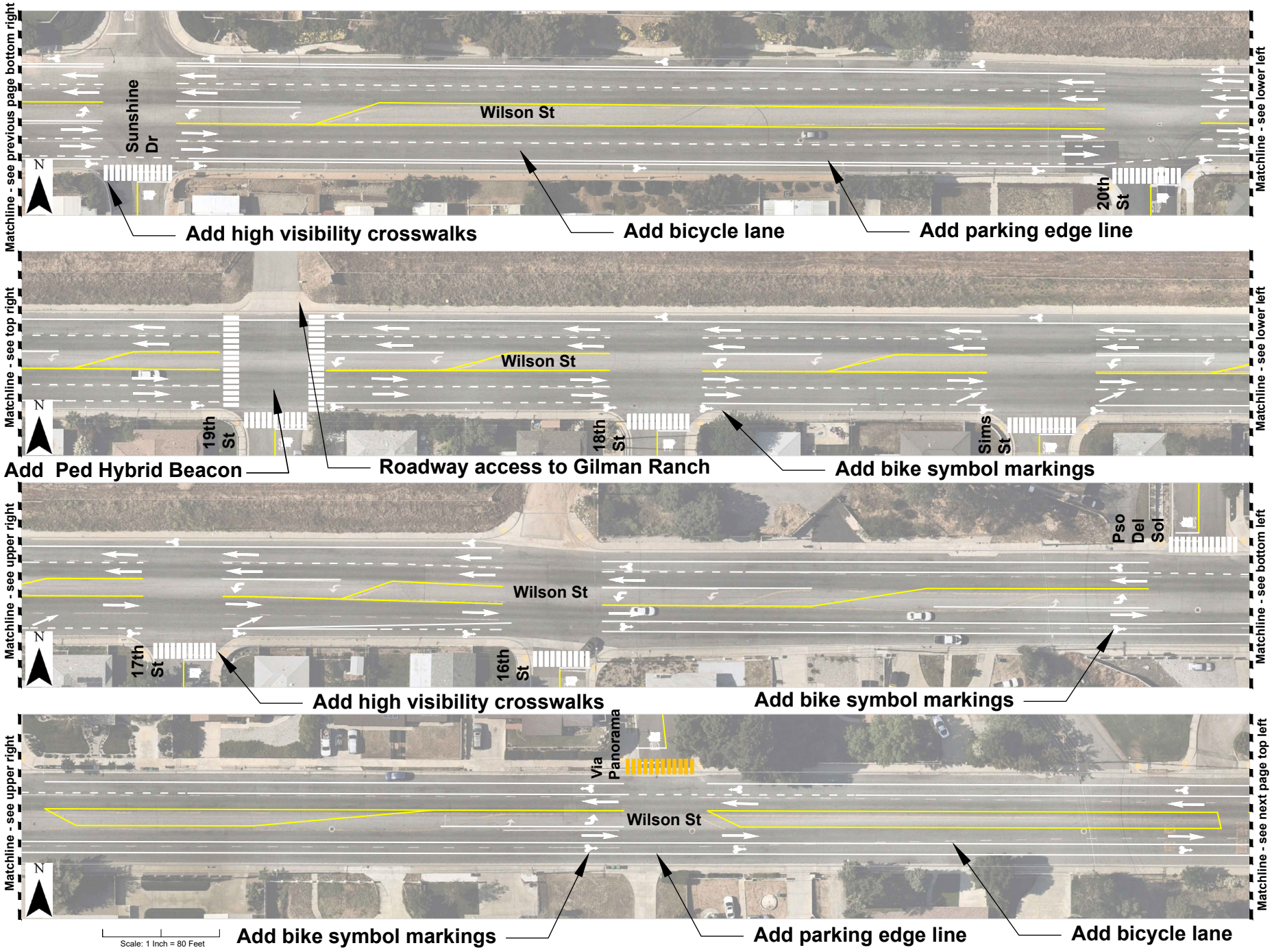
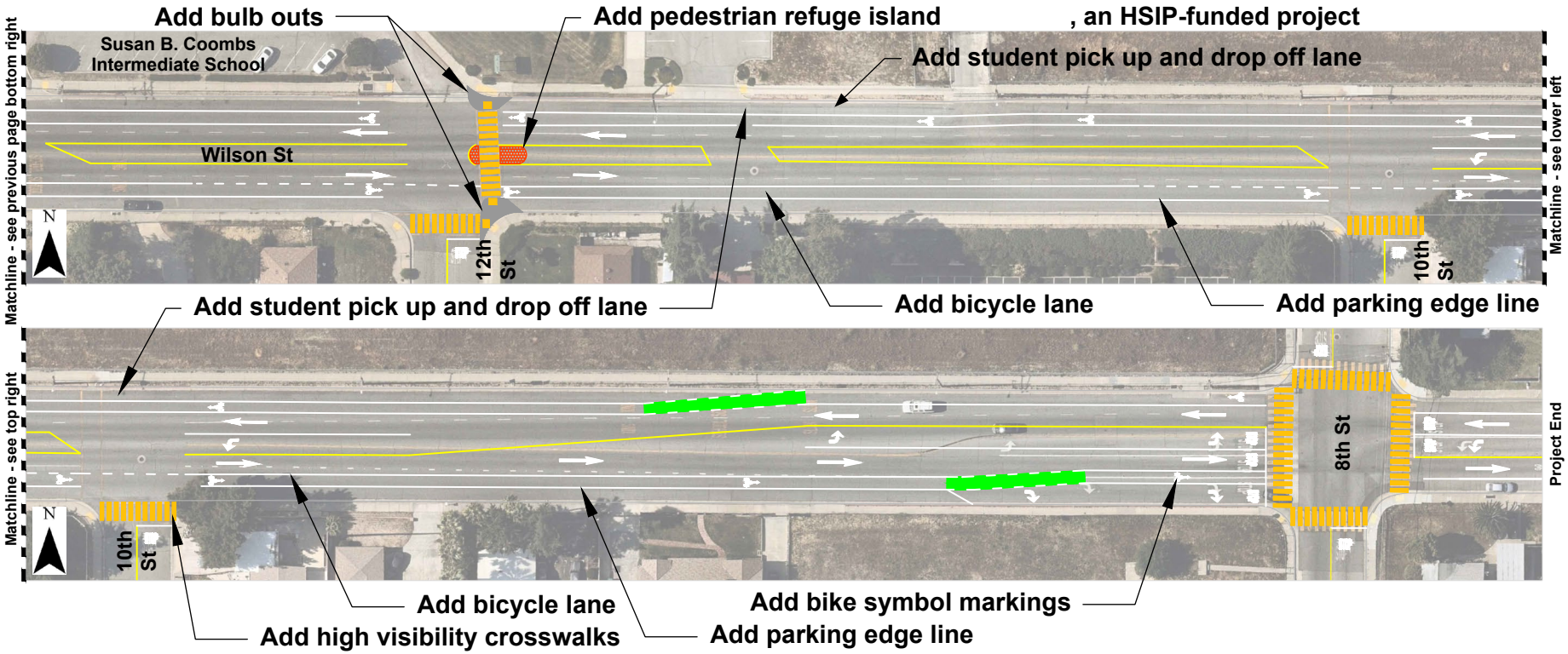


**FIGURE 4-9:** Wilson Street Concept



# Project 4
## Sunset Avenue
(From Ramsey Street to Lincoln Street)



### Cost Estimate
**$ --**



### Project Length
**0.25 miles**



### Schools
0



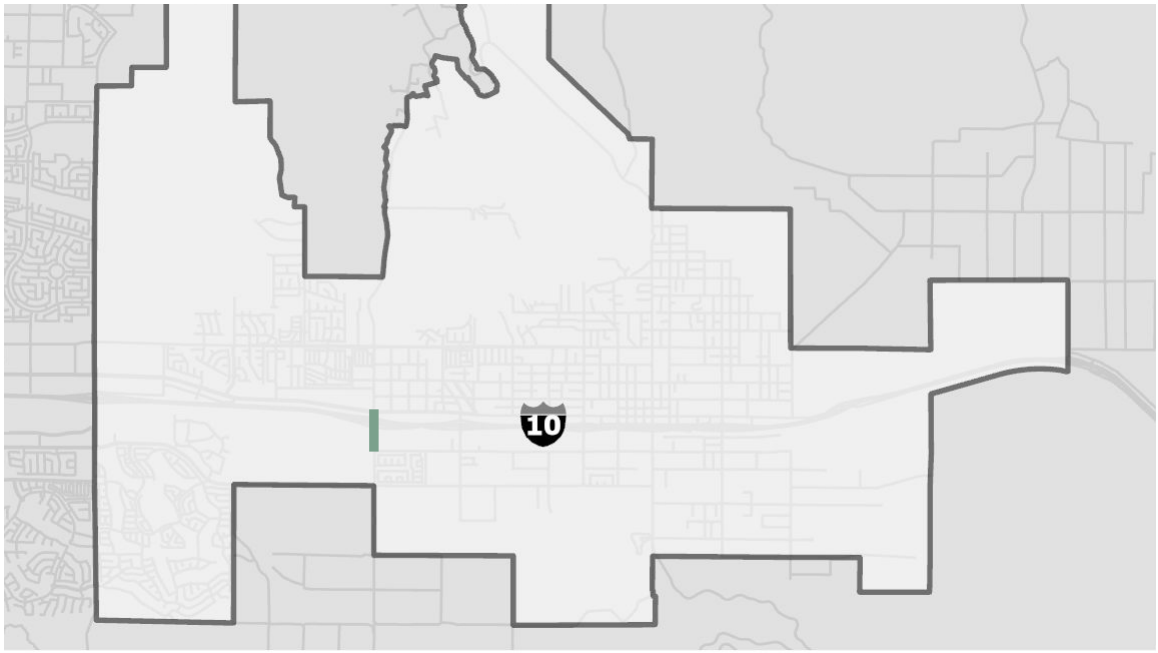
### Parks
0



### Pedestrian Collision
3



### Bicyclist Collisions
0



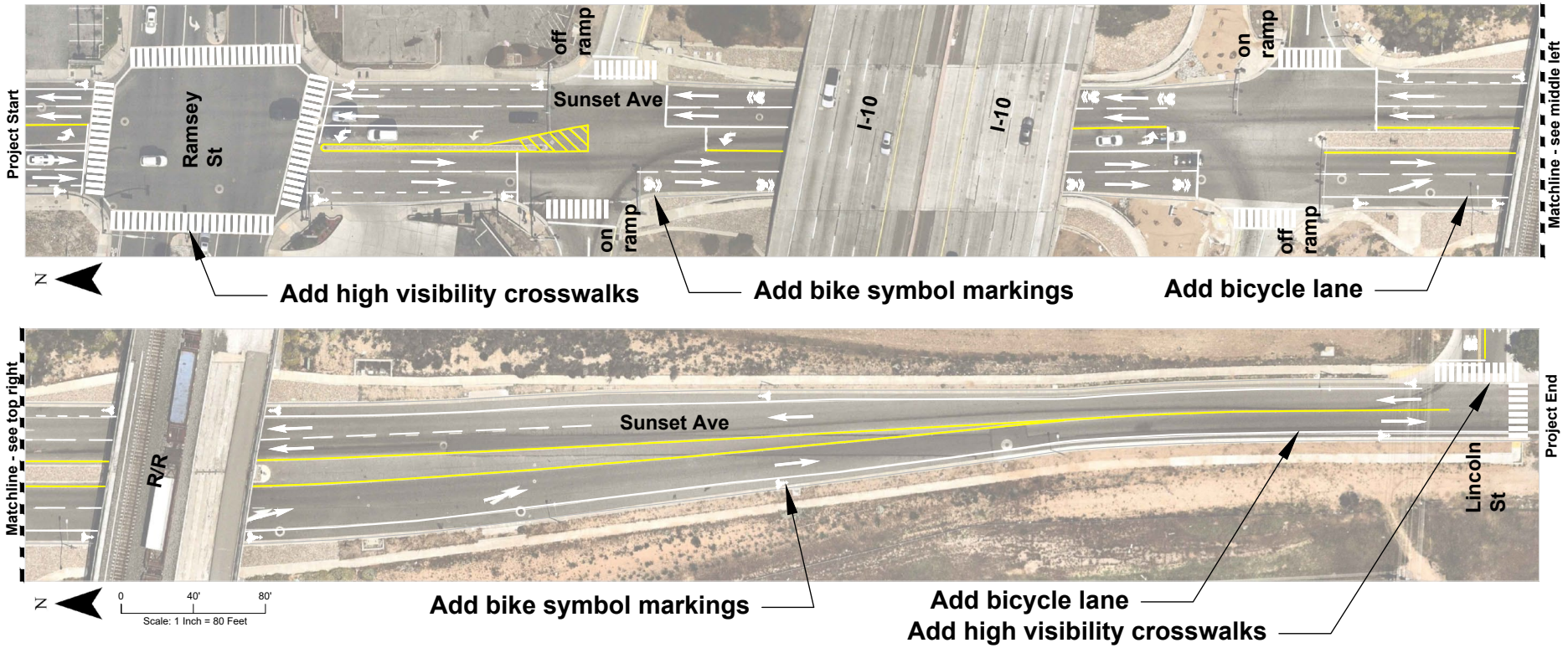

## Existing Conditions:

The Sunset Avenue corridor runs north to south from Ramsey Street to Lincoln Street and serves as a primary collector that passes under the I-10 freeway. The segment passes through commercial retail land uses north of the I-10 overpass and undeveloped land south of the overpass. There are four vehicle travel lanes, some left turn lanes, and an elevated railway bridge along this corridor. Due to traffic volumes and travel lane complexity, there is no on-street parking on this segment. There are no bicycle facilities along this corridor, but sidewalks are complete throughout the segment. Three pedestrian collisions with a vehicle have occurred on this corridor - two at the intersection of Sunset Avenue and Ramsey Street and one at the intersection of Sunset Avenue and Lincoln Street.

## Recommendations:

Figure 4-10 shows recommended improvements for the Sunset Avenue corridor. The proposed improvements along Sunset Avenue include installing high-visibility crosswalks at all intersections, Class III bicycle route symbols from Ramsey Street to the southern I-10 on and off-ramps, and Class II bicycle lanes with bicycle symbol markings from the southern I-10 on and off-ramps to Lincoln Street.

**FIGURE 4-10:** Sunset Avenue Concept



# Project 5
## 22nd Street
(From Ramsey Street to Lincoln Street)



### Cost Estimate
**$--**



### Project Length
**0.25 miles**



### Schools
**0**



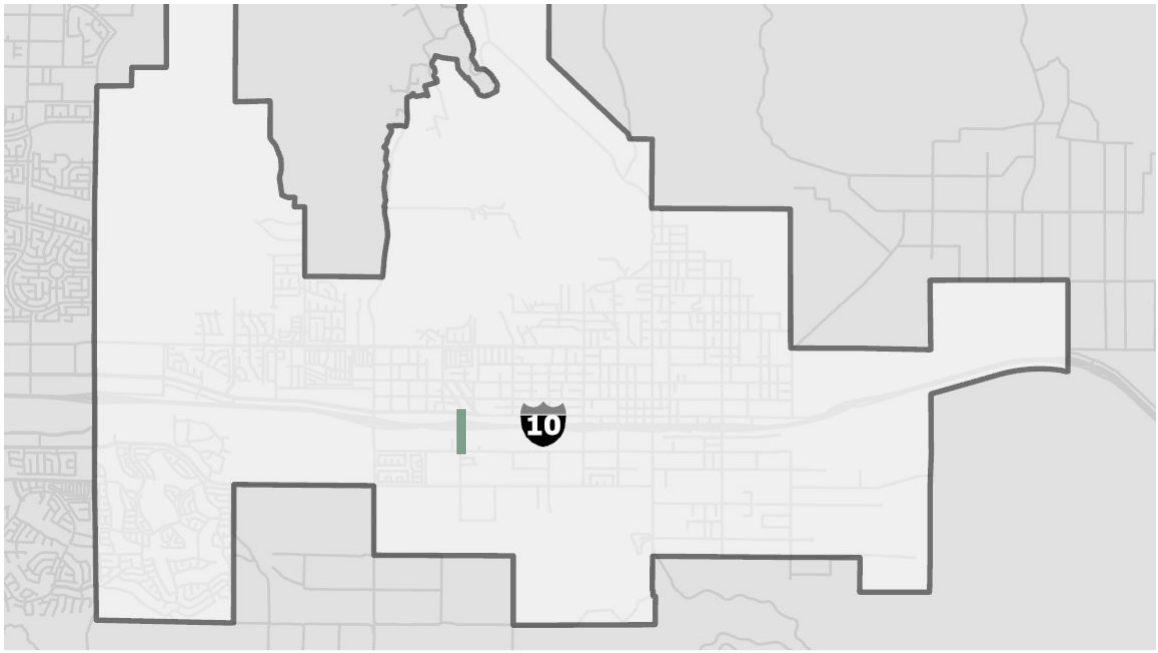
### Parks
**0**



### Pedestrian Collision
**0**



### Bicyclist Collisions
**0**



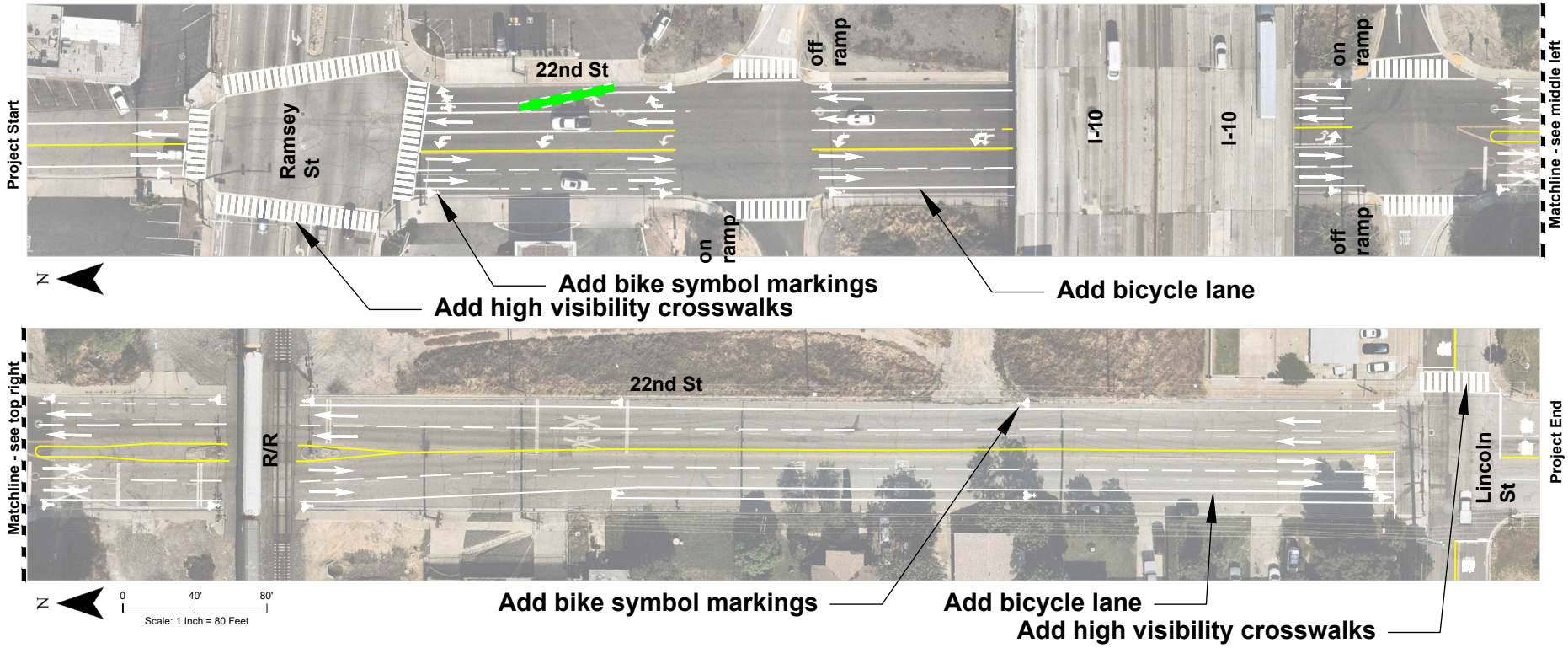

## Existing Conditions:

The 22nd Street corridor is in central Banning and runs north to south from Ramsey Street to Lincoln Street. The corridor serves as a primary collector that passes under the I-10 freeway to connect northern Banning to southern Banning. The segment passes through commercial retail land uses north of the I-10 overpass and single-family residential housing south of the overpass. To accommodate traffic from the I-10 on and off-ramps, there are four vehicle travel lanes and three left turn pockets. Additionally, an at-grade railroad crossing exists on the south side of the I-10 overpass. There is no on-street parking on the north side of the I-10 due to traffic volumes and travel lane complexity, however, on-street parallel parking exists south of the I-10. There are no bicycle facilities along the corridor and sidewalks are missing south of the I-10. No pedestrian or bicycle collisions have been reported on this segment.

## Recommendations:

Figure 4-11 shows recommended improvements for the 22nd Street corridor. The proposed improvements along 22nd Street include installing Class II bicycle lanes with bicycle symbol markings and green conflict striping, as well as high-visibility crosswalks at all intersections.

**FIGURE 4-11:** 22nd Street Concept



# Project 6
## San Gorgonio North
(From Wilson Street to Hays Street)



### Cost Estimate
**$ --**



### Project Length
**1.33 miles**



### Schools
**3**



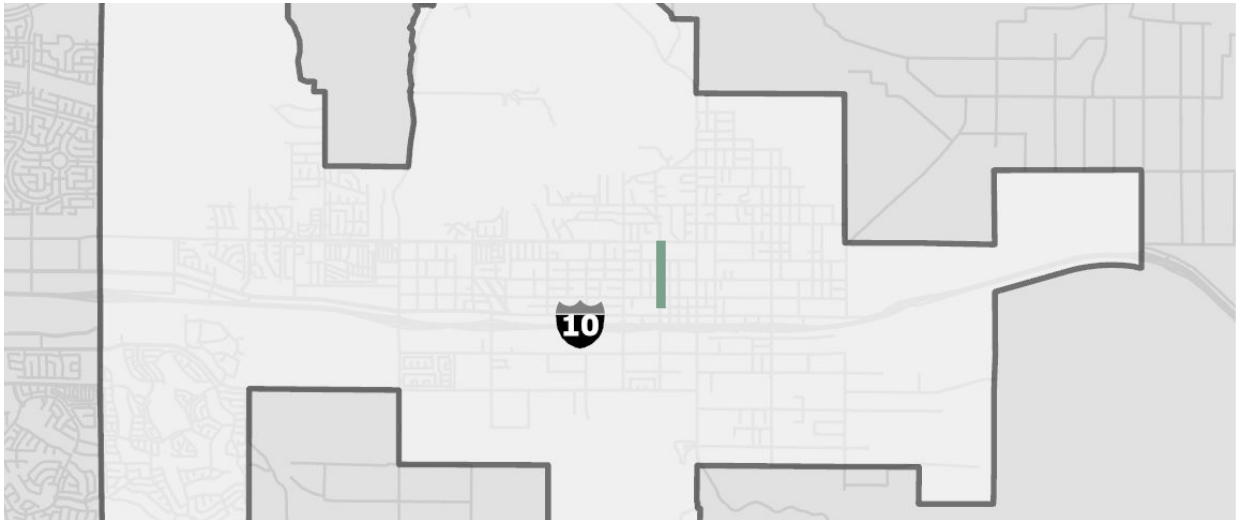
### Parks
**2**



### Pedestrian Collision
**1**



### Bicyclist Collisions
**0**



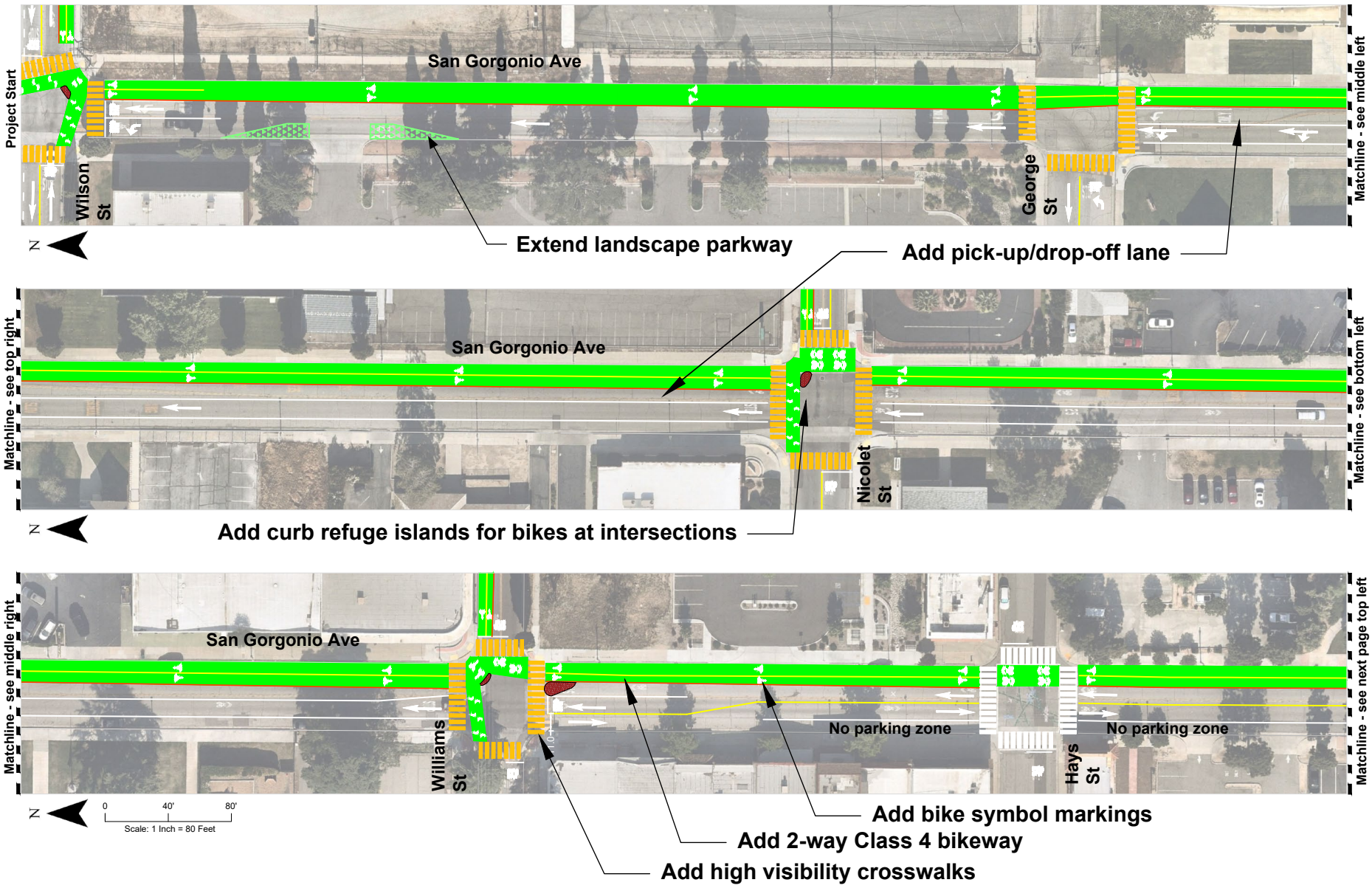

## Existing Conditions:

The San Gorgonio Avenue corridor runs north to south from Wilson Street to Hays Street. Land uses along the corridor include parks and recreation facilities, schools, religious institutions, commercial, retail, and some single-family residential housing. Key attractions along the corridor include the Banning Community Center, Banning Senior Center, Aquatic Center, Repplier Park, Carpenter Hamilton Park, Nicolet Middle School, and Central Elementary School. With the numerous attractions along this route, it sees a high volume of daily traffic and a pedestrian collision with a vehicle was recorded at the intersection of San Gorgonio and Westward Avenue. On-street parallel parking is permitted throughout most of the corridor. Sidewalks are provided along most of the segment with the only gap between Wilson Street and George Street on both sides. Class III bicycle route facilities exist along the corridor with sharrow markings.

## Recommendations:

Figure 4-12 shows recommended improvements for the San Gorgonio Avenue corridor. The proposed improvements along San Gorgonio Avenue include installing high-visibility crosswalks at all intersections and installing a Class IV two-way separated bikeway. Improvements include removing the southbound vehicle travel lane from Wilson Street to Williams Street to create space for a two-way Class IV bikeway with bicycle symbol markings and curb refuge islands on the east side of the segment. The proposed Class IV bikeway along this corridor would connect with Class IV bicycle facilities on other corridors to form a loop. Two-way vehicular traffic can resume alongside the recommended Class IV bikeway from Williams Street to the south. Parking should be kept where there is housing but if there is no residential housing it is recommended to remove on-street parking. Additionally, the extension of the existing parkway is recommended between Wilson Street and George Street to maintain consistency for vehicular traffic. This project creates an opportunity for increasing sidewalks and the pedestrian realm, potentially adding placemaking and activating the space.

**FIGURE 4-12:** San Gorgonio North Concept



# Project 7
## San Gorgonio Avenue South
(From Ramsey Street to Wesley Street)

### Cost Estimate
**$ --**

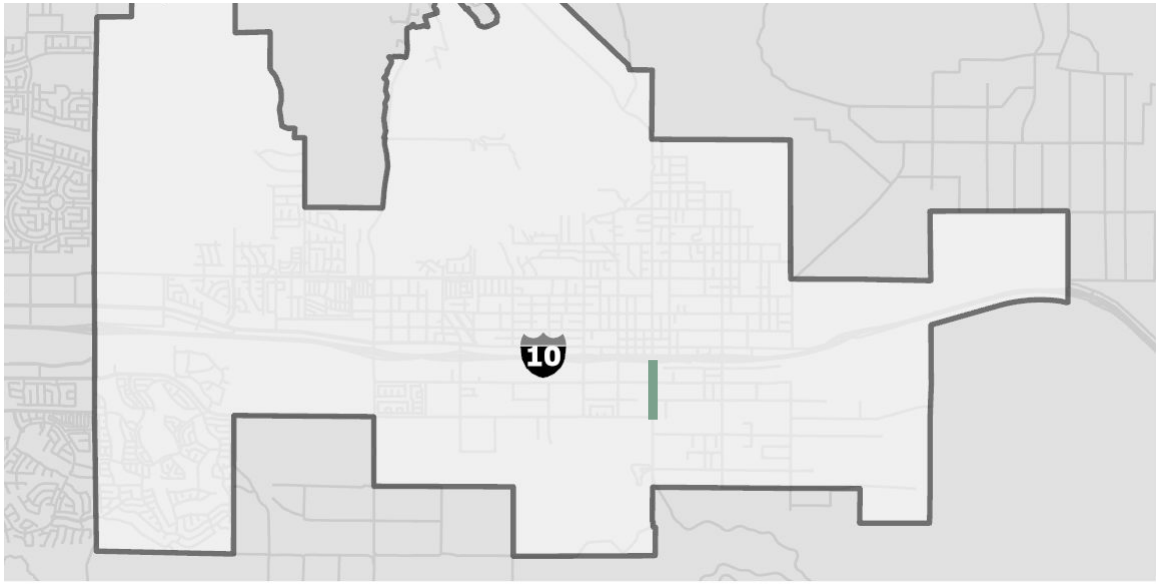
### Project Length
**0.5 miles**

### Schools
**1**

### Parks
**0**

### Pedestrian Collision
**1**

### Bicyclist Collisions
**0**



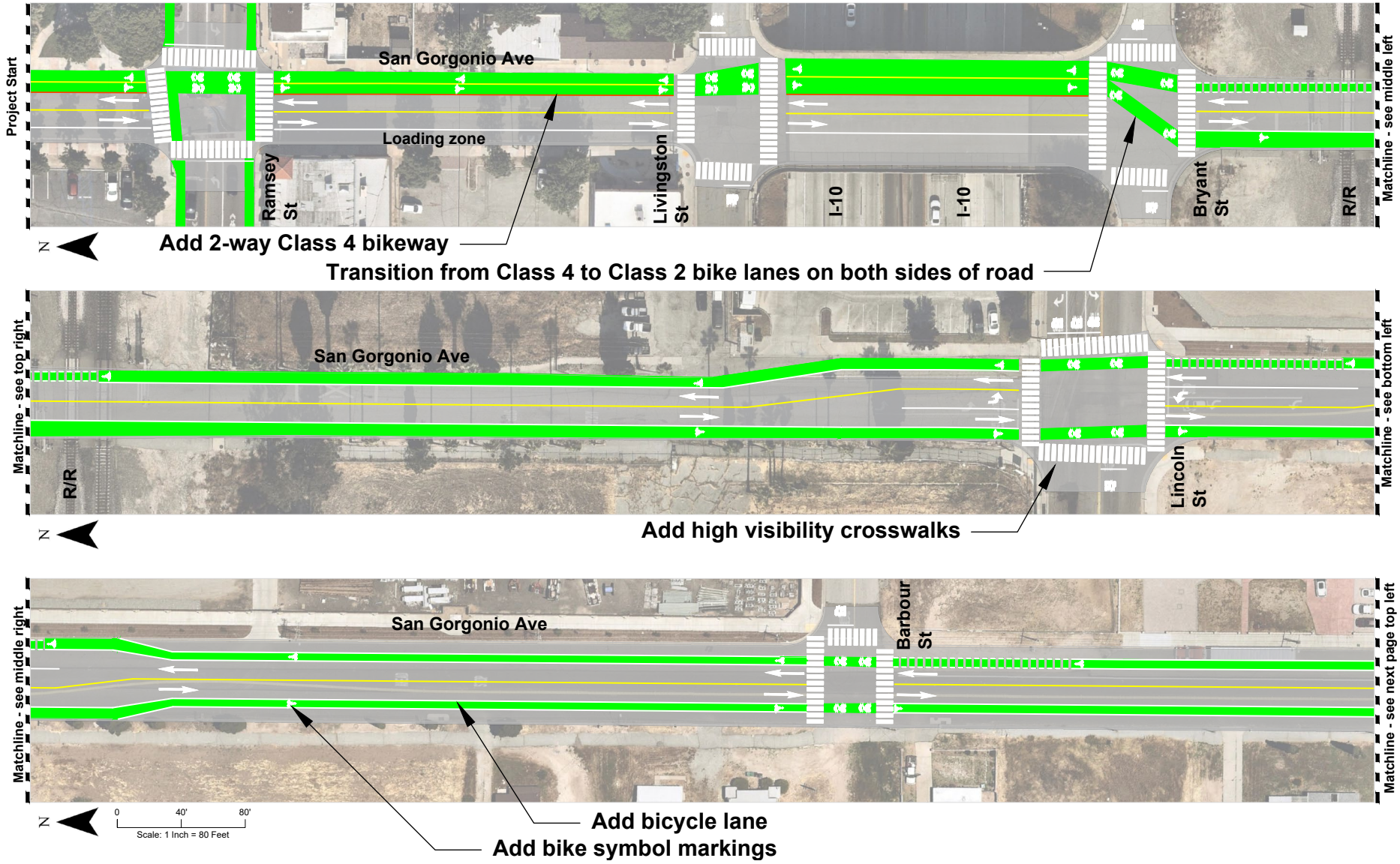

## Existing Conditions:

The San Gorgonio Avenue corridor runs north to south from Ramsey Street to Wesley Street and connects Downtown Banning to Banning High School, passing a freeway overpass and railroad crossing. Land use along the corridor is mostly single family residential, with undeveloped land and some industrial and commercial. On-street parallel parking is permitted only north of I-10 and "no parking" signage is posted along Banning High School. There is a complete sidewalk network north of the I-10, and partial sidewalk network to the south. The west edge sidewalk south of the freeway is asphalt, less than five feet wide, has numerous obstructions, and is not ADA compliant. There are ADA compliant sidewalks alongside Banning High School and the east edge between Garcia's Tire & Truck Trailer Repair shop and Barbour Street.

## Recommendations:

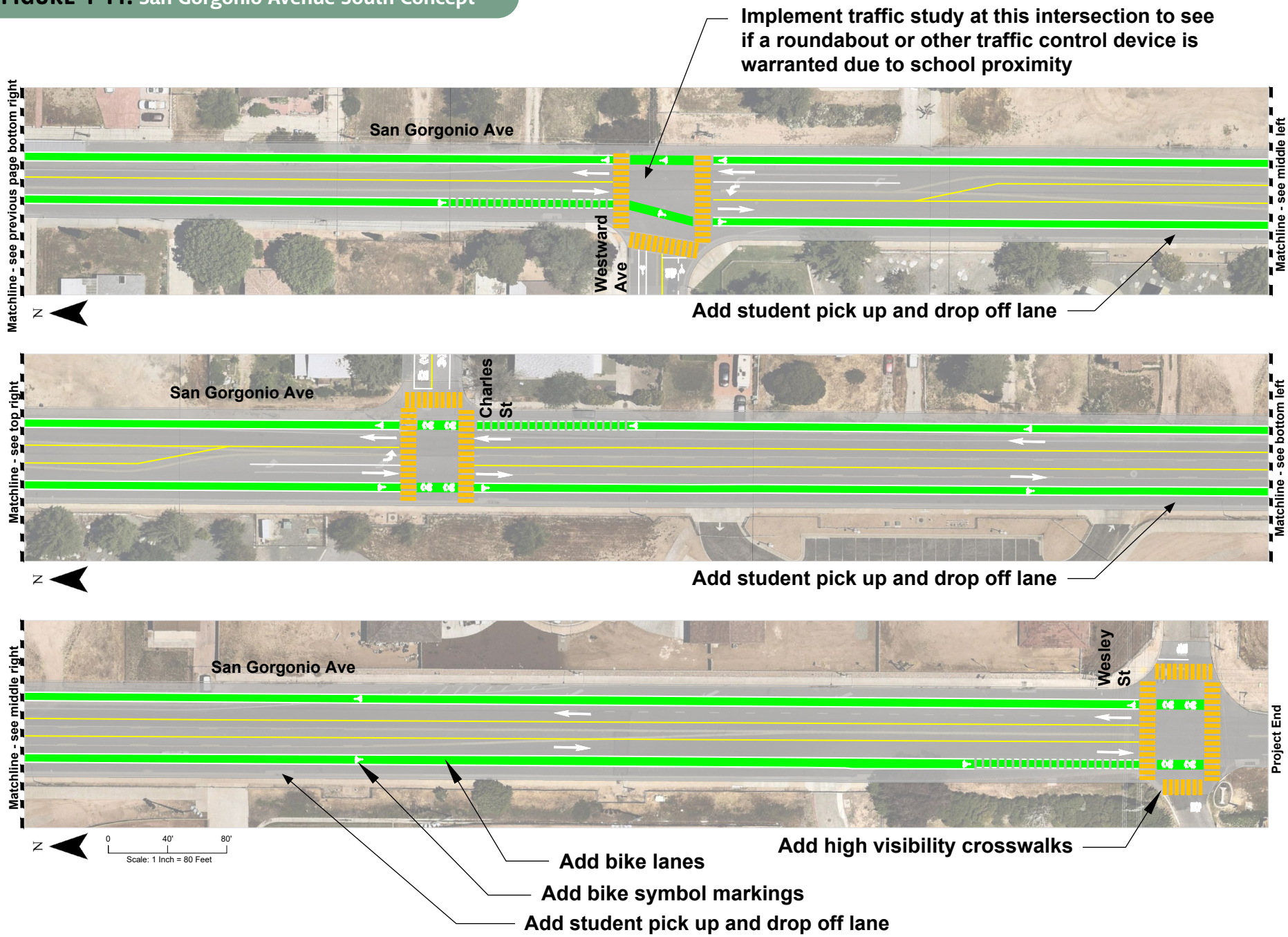
Figure 4-13 and Figure 4-14 shows recommended improvements for the San Gorgonio Avenue corridor. The proposed improvements along San Gorgonio Avenue include installing high-visibility crosswalks at all intersections and installing bicycle facilities. From Ramsey Street to Bryant Street, the plan is to install a Class IV two-way separated bikeway that connects with the bikeway from Ramsey Street to Wilson Street to the north. From Bryant Street to Wesley Street, the plan is to install Class II bicycle lanes with green striping and bicycle symbols along both sides of the road. The Class II bicycle lanes include green striping with thermoplastic and bicycle symbol markings on both sides of the road. Green conflict striping is proposed across intersections to alert drivers that bicyclists may be crossing and encourage slower vehicular speeds during merge conditions.

**FIGURE 4-13:** San Gorgonio Avenue South Concept




Note: SR-243 south of Lincoln Street is Caltrans Right of Way.

**FIGURE 4-14:** San Gorgonio Avenue South Concept




Note: SR-243 south of Lincoln Street is Caltrans Right of Way.

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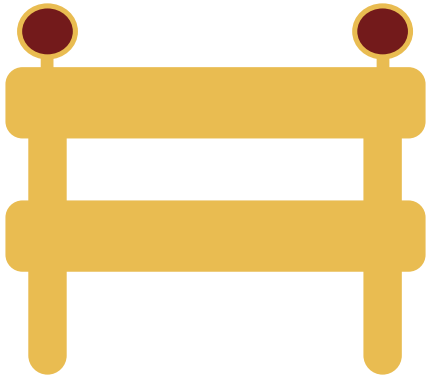


# Project 8
## Westward Avenue
(From 8th Street to San Gorgonio Avenue)



### Cost Estimate
**$ --**



### Project Length
**0.5 miles**



### Schools
1



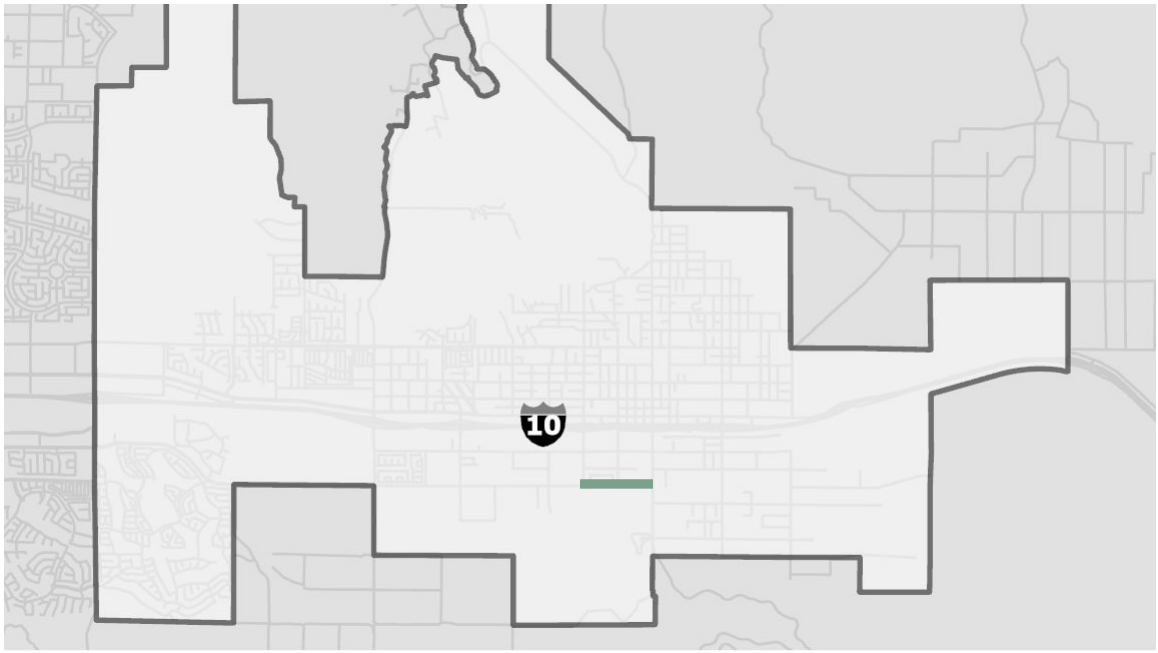
### Parks
0



### Pedestrian Collision
1



### Bicyclist Collisions
1




## Existing Conditions:

The Westward Avenue corridor is located in south central Banning and runs west to east from 8th Street to San Gorgonio Avenue. The segment passes through single-family residential housing, undeveloped land, and Banning High School and provides an important connection for students traveling to school. The narrow two-way road has on-street parallel parking on both sides of the road, except for in front of Banning High School. There are no bicycle facilities and sidewalks are missing along the undeveloped sections on the south side of the corridor. One pedestrian collision with a vehicle has occurred at the intersection of Westward Avenue and San Gorgonio Avenue and one bicycle collision with a vehicle has occurred at the intersection of Westward Avenue and Valet Street.

## Recommendations:

Figure 4-15 and Figure 4-16 show two options for recommended improvements for the Westward Avenue corridor. The proposed improvements for one option along Westward Avenue includes installing high-visibility crosswalks at all intersections, Class III bicycle route markings from 8th Street to San Gorgonio Avenue, and Class II bicycle lanes in front of Banning High School. The proposed improvements for the other option along Westward Avenue includes installing similar amenities but instead of Class III bicycle route markings, the option calls for installing a Class I multi-use path on the south side of the street, from 8th Street to 4th Street, and will be soft surface to accommodate horses.

**FIGURE 4-15:** Westward Avenue Concept 1 (without Horse Path)

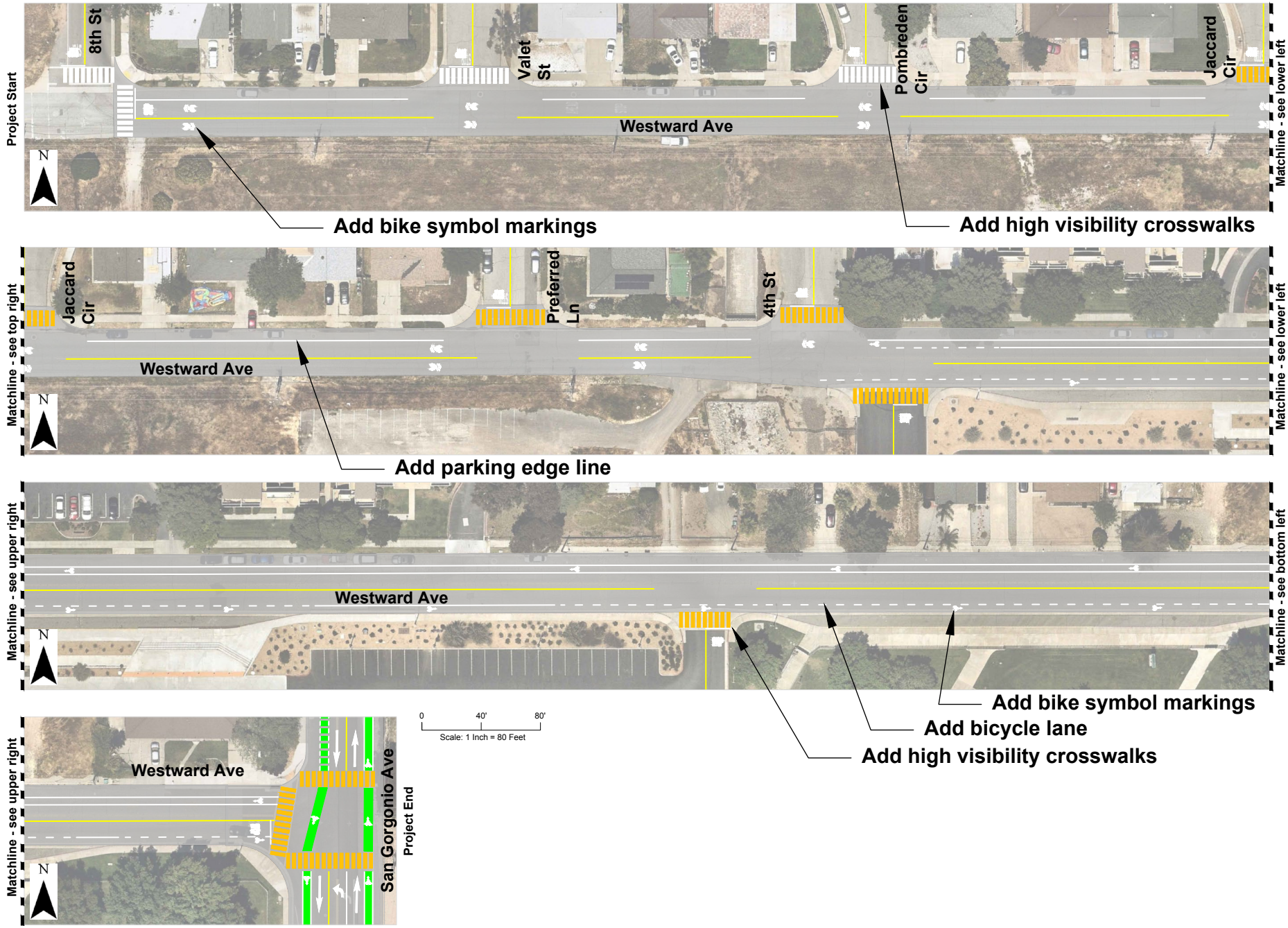
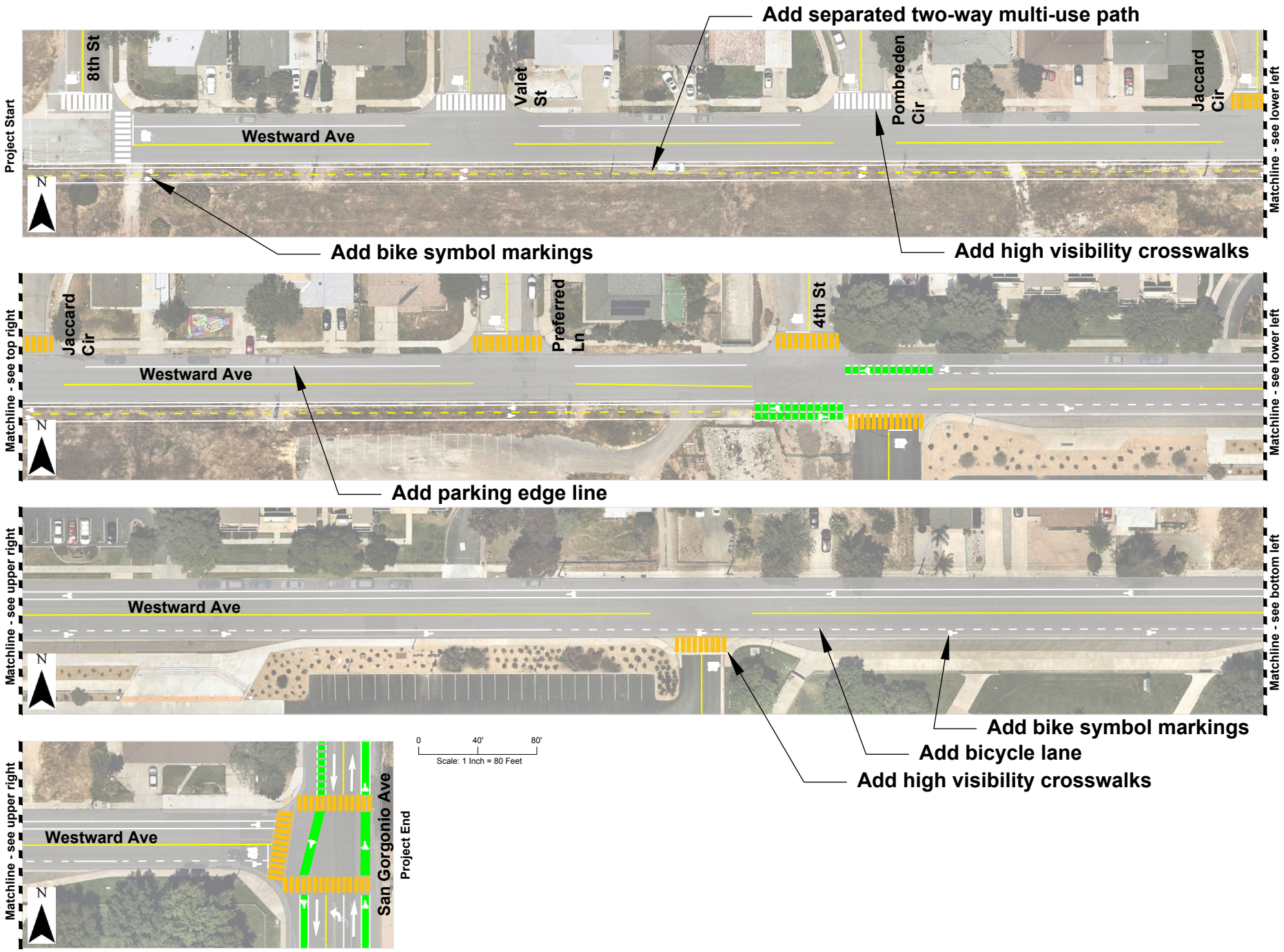


**FIGURE 4-16:** Westward Avenue Concept 2 (with multi-purpose trail)



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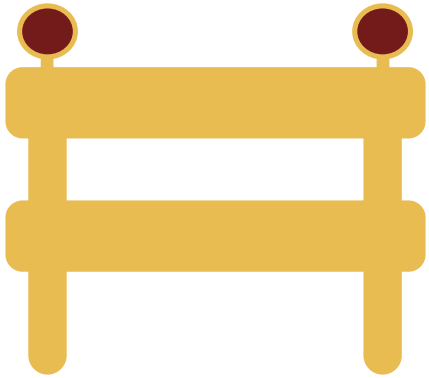


# Project 9
## Hargrave Street Neighborway
(From Lincoln Street to Charles Street)



### Cost Estimate
**$ --**



### Project Length
**0.4 miles**



### Schools
**0**



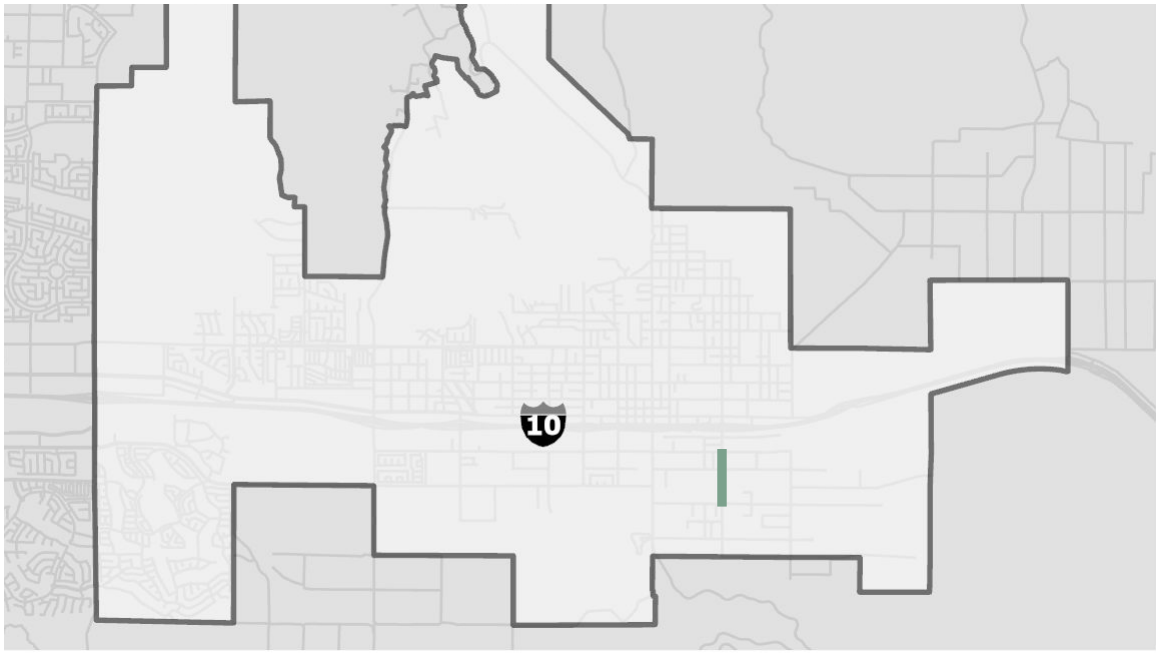
### Parks
**1**



### Pedestrian Collision
**0**



### Bicyclist Collisions
**0**



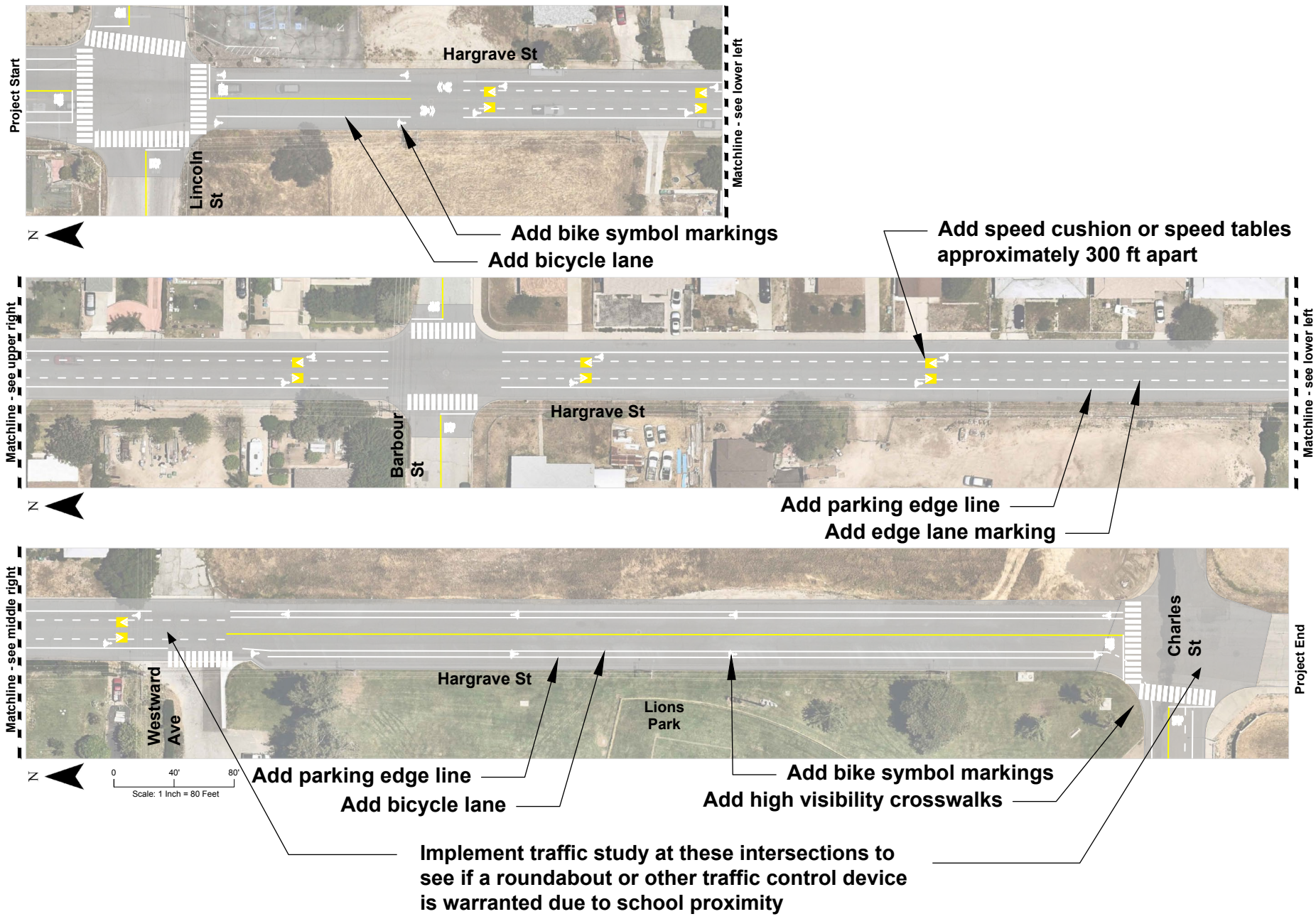

## Existing Conditions:

The Hargrave Street corridor is located in southeast Banning and runs north to south from Lincoln Street to Charles Street. Land uses along the segment are mostly single-family residential housing, but also include Lions Park, a religious institution, and undeveloped land. This two-way residential road serves as a secondary connector for people traveling to Banning High School via Charles Street. The street has moderate traffic levels due to students traveling to school. On-street parallel parking exists on both sides of the segment. Most of the sidewalks are missing along this segment and there are no bicycle facilities. No pedestrian or bicycle collisions have been reported on this segment.

## Recommendations:

Figure 4-17 shows recommended improvements for the Hargrave Street corridor. The proposed improvements along Hargrave Street include installing Class II bicycle lanes with bicycle symbol markings for a stretch near the Lincoln Street intersection and between Westward Avenue and Charles Street. In between the proposed Class II bicycle lanes, it is recommended that the existing two-way road be turned into an edge lane road with Class III bicycle route facilities and bicycle symbol markings on both sides of the corridor. Other proposed improvements include installing high-visibility crosswalks at all intersections and speed cushions or tables, parking edge lines, and edge lane markings throughout the segment.

**FIGURE 4-17:** Hargrave Street Neighborway Concept



## Charles Street at Hargrave Street Intersection Recommendation

This project includes the intersection of Charles Street at Hargrave Street, which has a two-way stop-controlled intersection next to a popular park, Lions Park. This intersection has led to high speed driving and collisions. The recommendation, as seen in the toolbox, is to add a roundabout. The FHWA cites research that shows that converting a 2-way stop controlled intersection to a roundabout reduces fatalities and injury crashes by 82%.

Because Charles Street at Hargrave Street is a low volume intersection, the recommendation is to put in a low-cost roundabout that Seattle refers to as "traffic calming circles." Seattle DOT installs these for around $70,000 without splitter islands or other treatments for arterial roadways, as opposed to the $900,000 average price tag cited by the FHWA.



# Project 10
## Evans Street Neighborway
(From George Street to Williams Street)



### Cost Estimate
**$ --**



### Project Length
**0.25 miles**



### Schools
**0**



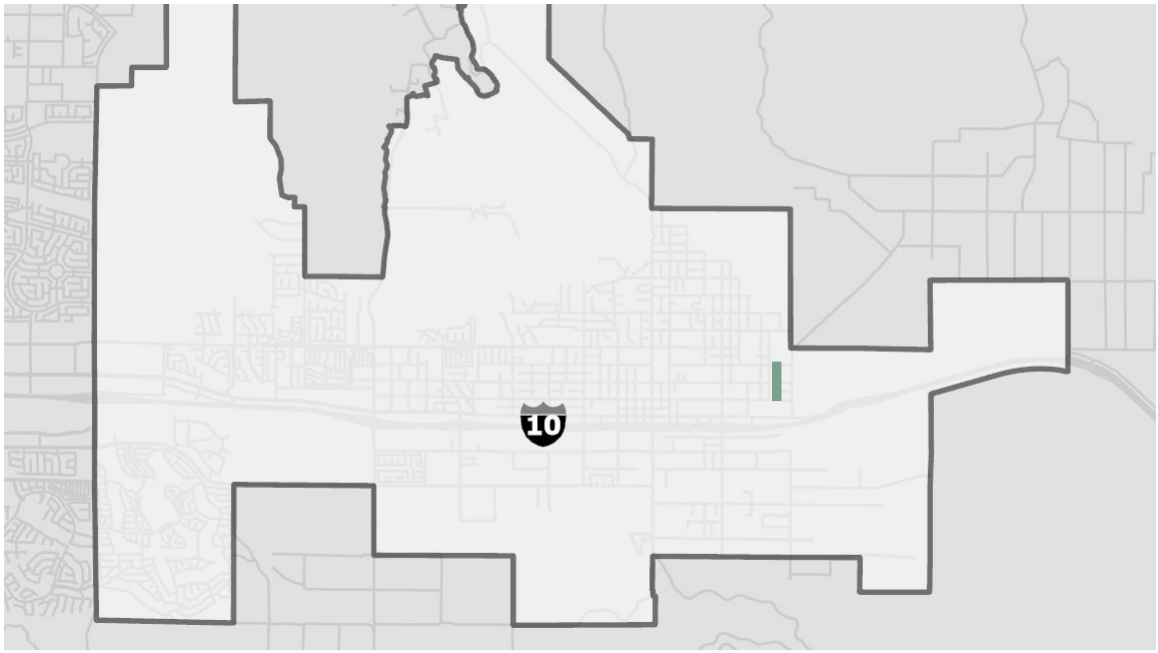
### Parks
**0**



### Pedestrian Collision
**0**



### Bicyclist Collisions
**0**



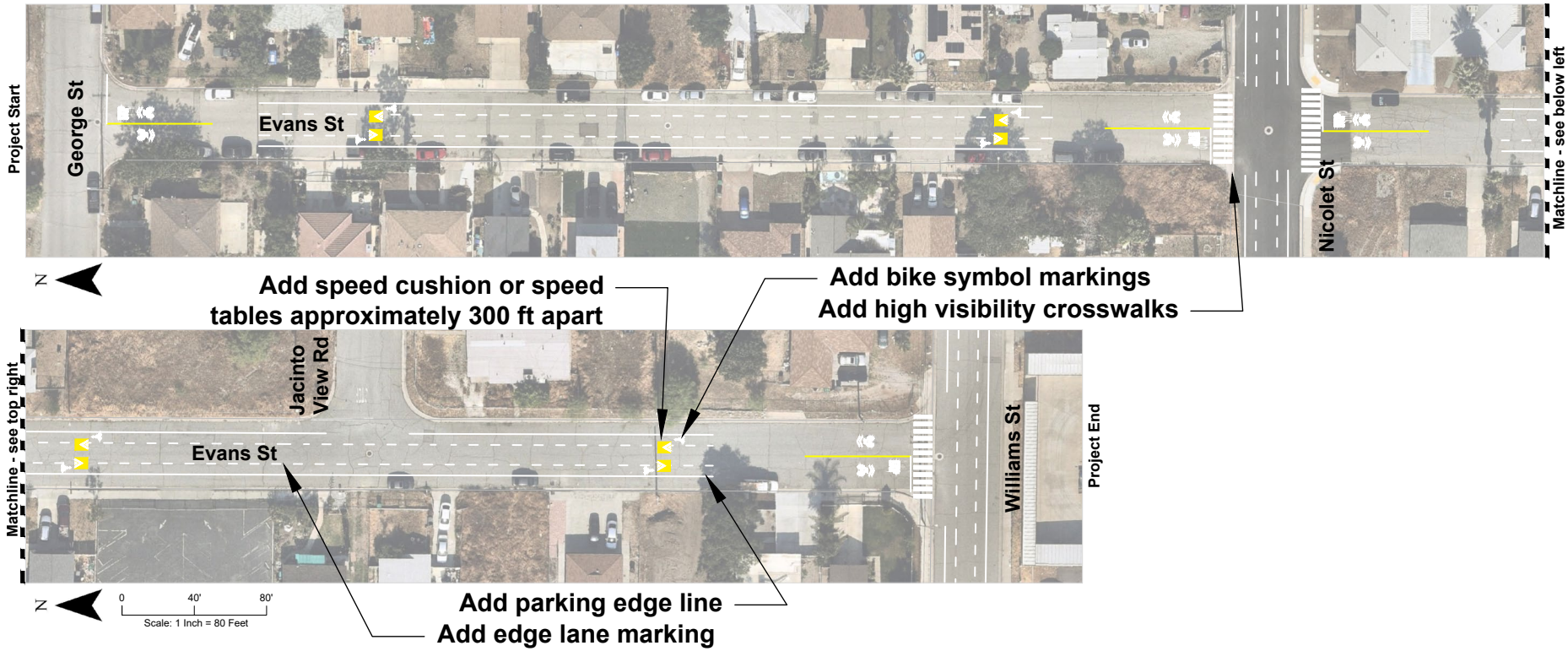

## Existing Conditions:

The Evans Street corridor is located in eastern Banning and runs north to south from George Street to Williams Street. Land uses along this corridor include single-family residential housing and a religious institution. This narrow two-way street has very low traffic levels and could provide a calm route for bicyclists to connect to more significant connector roads. On-street parallel parking exists on both sides of the segment, but bicycle facilities and sidewalks are missing. No pedestrian or bicycle collisions have been reported on this segment.

## Recommendations:

Figure 4-18 shows recommended improvements for the Evans Street corridor. The proposed improvements along Evans Street include turning the existing two-way road into an edge lane road with Class III bicycle route facilities and bicycle symbol markings on both sides of the corridor. Other proposed improvements include installing high-visibility crosswalks at Nicolet Street and Williams Street and speed cushions or tables, parking edge lines, and edge lane markings throughout the segment.

**FIGURE 4-18:** Evans Street Neighborway Concept



# Project 11
## Blanchard Street Neighborway
(From Wilson Street to Hoffer Street)



### Cost Estimate
**$ --**



### Project Length
**0.12 miles**



### Schools
1



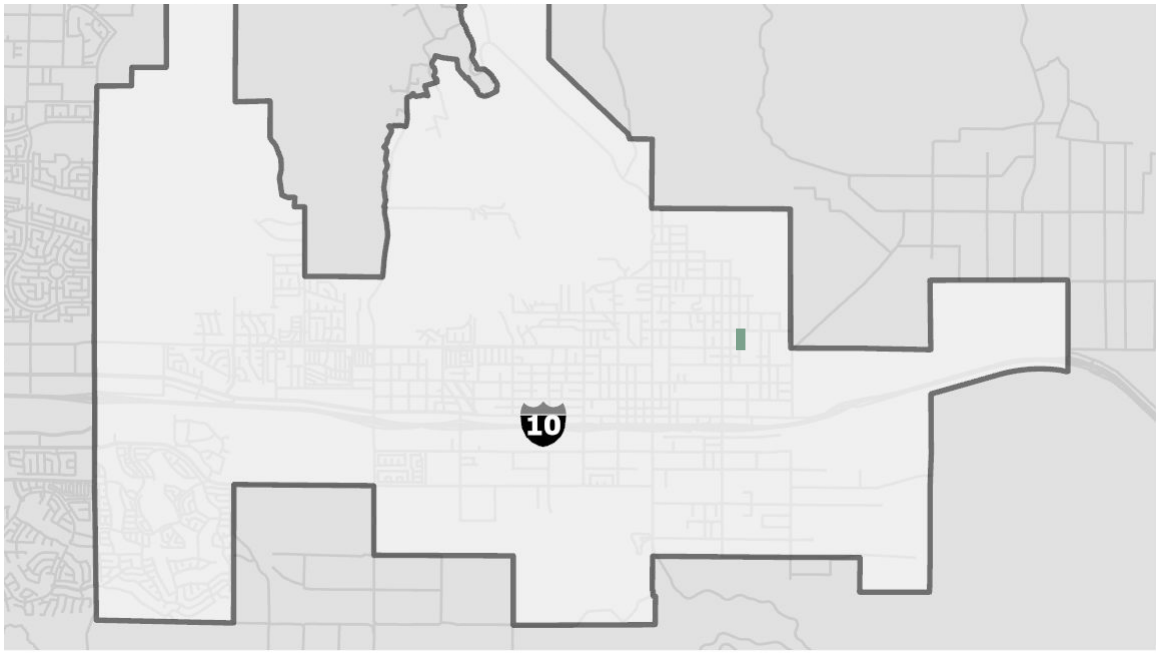
### Parks
1



### Pedestrian Collision
1



### Bicyclist Collisions
0



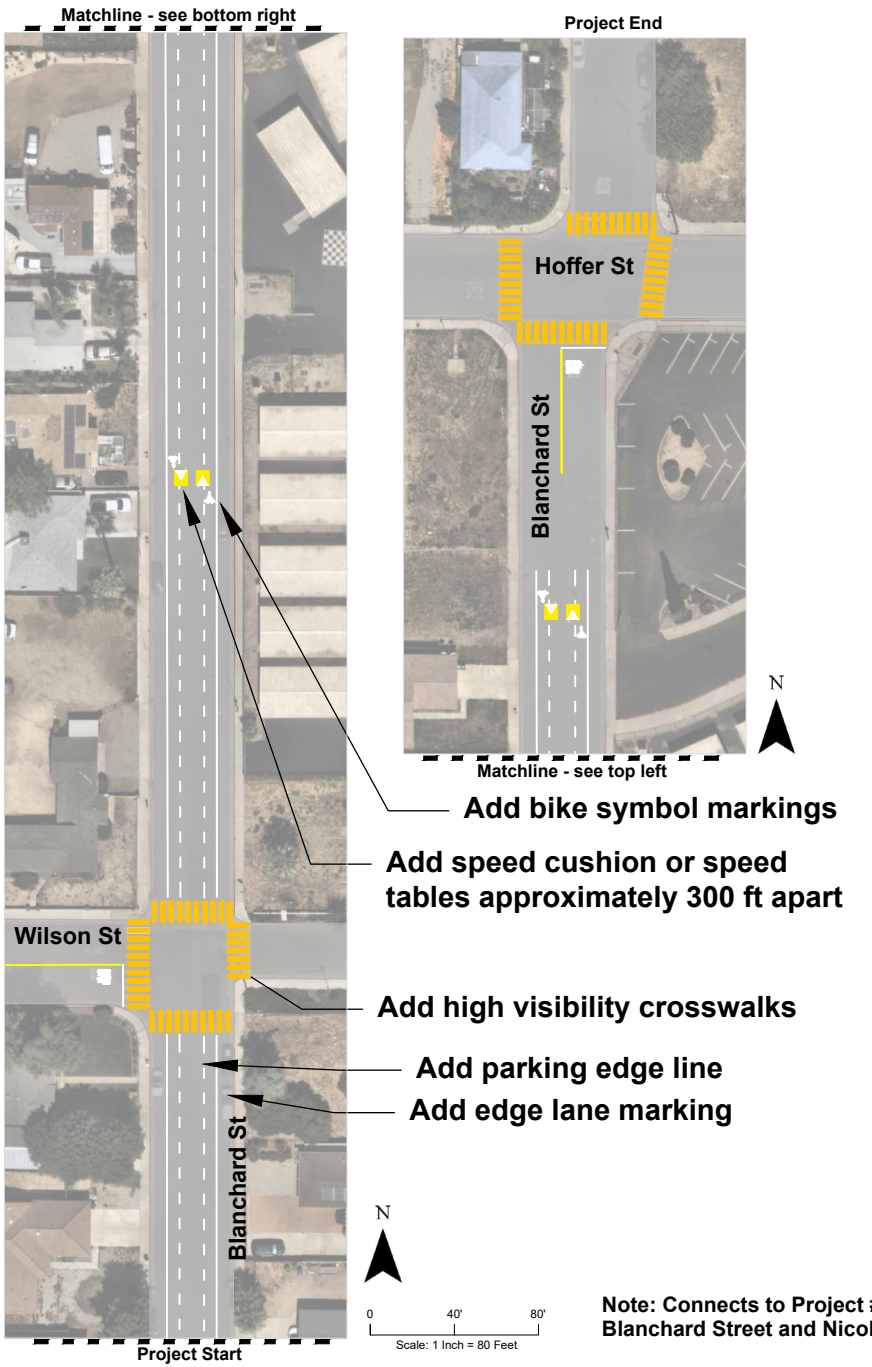

## Existing Conditions:

The Blanchard Street Neighborway is located along Blanchard Street from Nicolet Street to Hoffer Street. Land use along this route are primarily single family residential, along with Hoffer Elementary School and Roosevelt Williams Park. There are sidewalks on both sides of Blanchard and the east side of Almond Way. There are no bicycle facilities along this route and on-street parallel parking is permitted throughout most of the corridor.

## Recommendations:

The addition of this neighborway was selected per community request at the second stakeholder workshop to better reach the eastern edge of the City. Figure 4-19 shows the enhanced neighborway connectivity from Hoffer Elementary School and Roosevelt Williams Park through the residential neighborhood to the Nicolet Street priority project and the proposed two-way Class IV separated bikeway at Nicolet Middle School and Central Elementary School. The Blanchard Street Neighborway proposes installing edge lane road markings to prioritize bicyclists on the already calm residential streets and implements speed tables or speed cushions for additional traffic calming. All intersections will receive high-visibility crosswalks to alert drivers that people may cross these areas and to slow down. These treatments will allow a safe, comfortable, and low stress route for all ages to bicycle.

**FIGURE 4-19:** Blanchard Street Neighborway Concept




Note: Connects to Project #2 at Blanchard Street and Nicolet Street

# Project 12
## Charles Street Neighborway
(From San Gorgonio Avenue to Hargrave Street)



### Cost Estimate
**$ --**



### Project Length
**0.5 miles**



### Schools
1



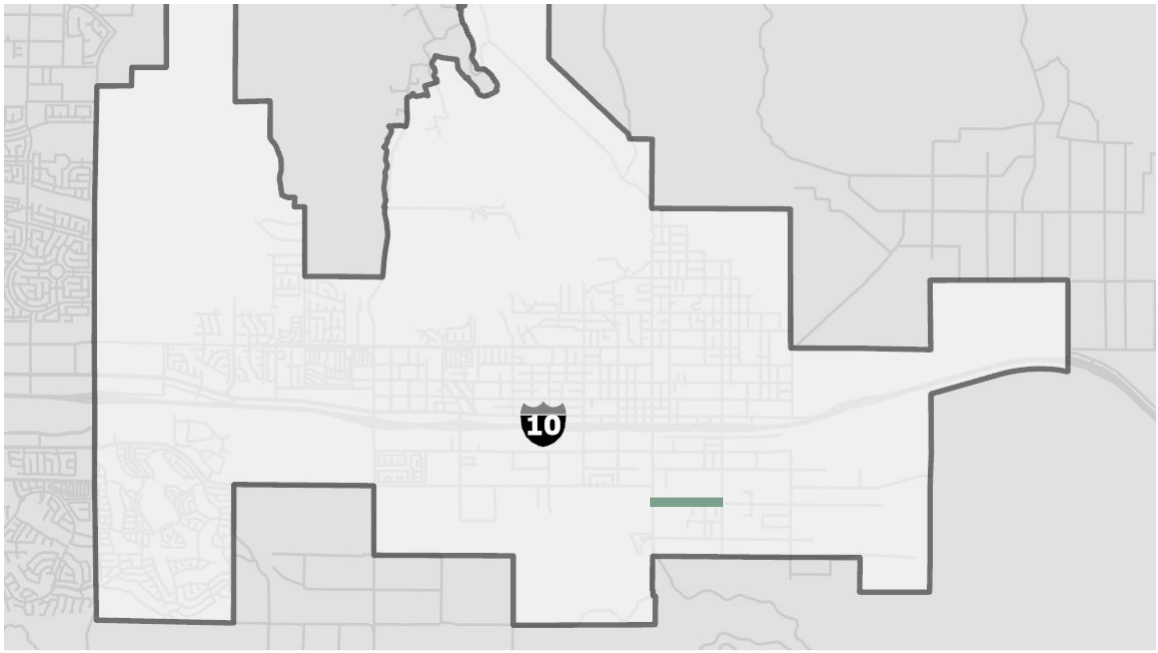
### Parks
1



### Pedestrian Collision
0



### Bicyclist Collisions
0



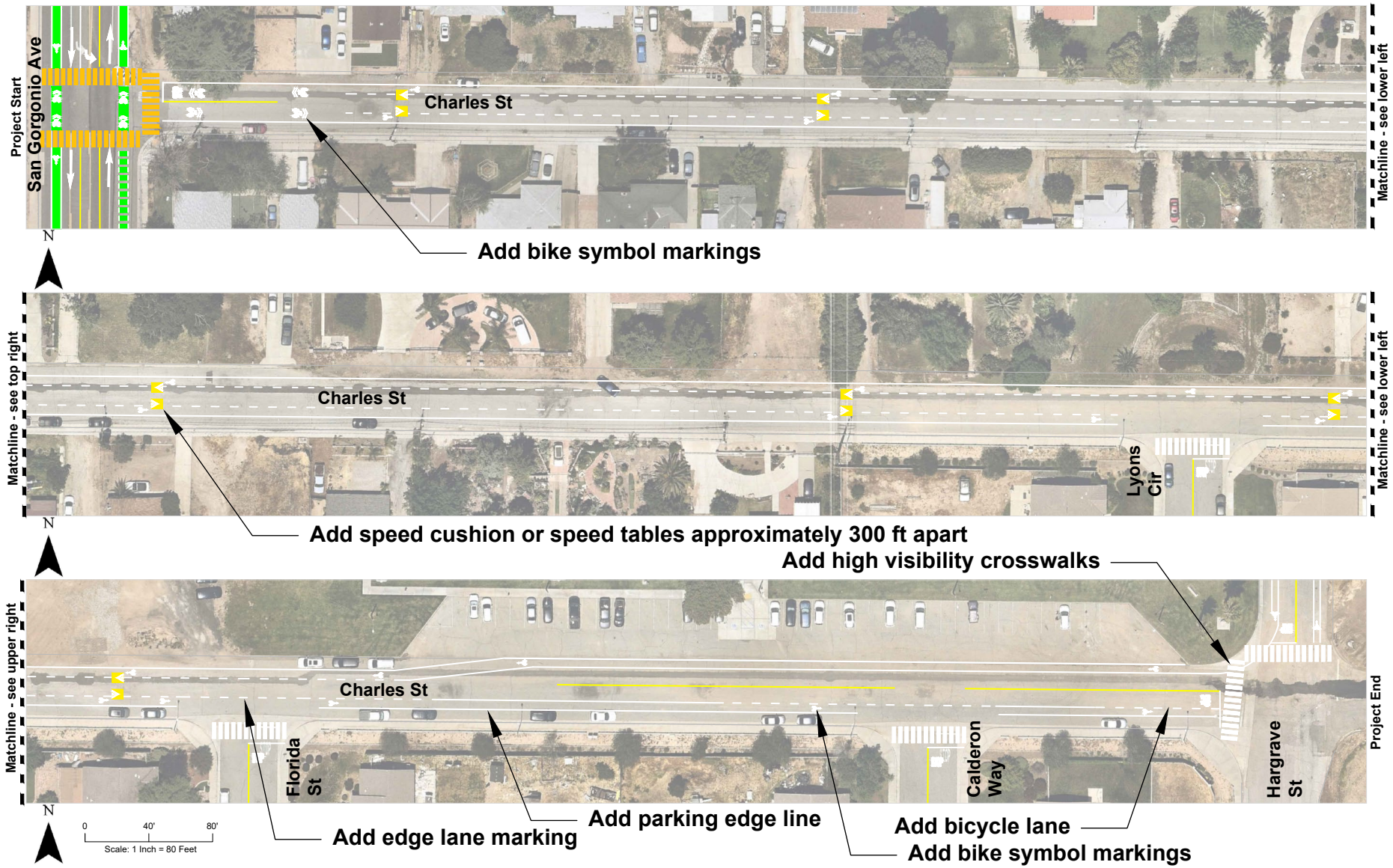

## Existing Conditions:

The Charles Street corridor is located in southeastern Banning and runs west to east from San Gorgonio Avenue to Hargrave Street. This narrow two-way residential road serves as a secondary connector for people traveling from eastern Banning towards Banning High School, which is located where Charles Street meets San Gorgonio Avenue. The street has moderate traffic levels due to students traveling to school. Most of the corridor is bordered by single-family residential housing except for where Lions Park is located at the corner of Charles Street and Hargrave Street. On-street parking is permitted along most of the segment except for along Lions Park, which has a parking lot. No bicycle facilities exist on this segment and sidewalks exist only on the south side of the street. No pedestrian or bicycle collisions have been reported on this segment.

## Recommendations:

Figure 4-20 shows recommended improvements for the Charles Street corridor. The proposed improvements along Charles Street include turning the existing two-way road into an edge lane road with Class III bicycle route facilities and bicycle symbol markings on both sides of the corridor. Other proposed improvements include installing high-visibility crosswalks at all intersections and speed cushions or tables, parking edge lines, and edge lane markings throughout the segment.

**FIGURE 4-20:** Charles Street Neighborway Concept



# Project 13
## Jacinto View Road
(From Wilson Street to Wilson Street)

**Cost Estimate**
$ --

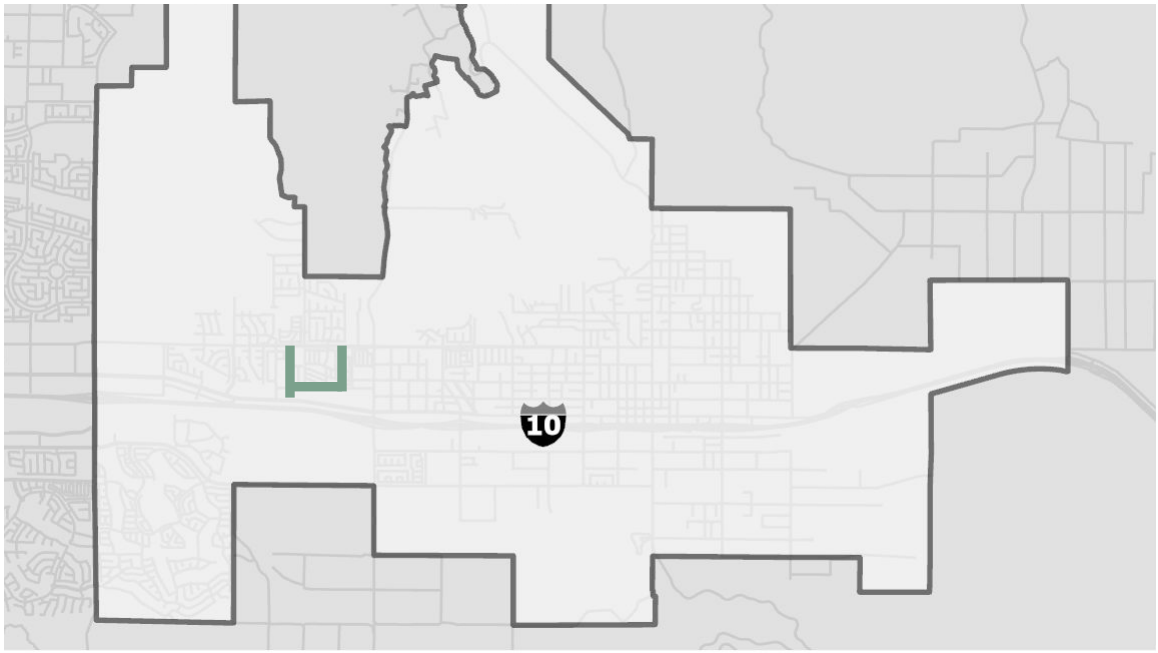
**Project Length**
1.33 miles

**Schools**
0

**Parks**
0

**Pedestrian Collision**
2

**Bicyclist Collisions**
3




### Existing Conditions:

The Jacinto View Neighborway is a horseshoe-shaped loop off of Wilson Street along Omar Street, Jacinto View Road, and McGovern Avenue. The loop passes mostly single and multi-family housing, with a mobile home park on the eastern leg of McGovern Avenue and some undeveloped land along Omar Street and south of the eastern leg of Jacinto View Road. The narrow two-way residential roads along the loop have low traffic levels, which makes them a promising candidate for bike boulevard treatments to create a traffic calmed roadway known as a "neighborway."

On-street parallel parking is permitted along these corridors, but not heavily used due to many of the developments facing away from the street. The sidewalk network is mostly complete with the exception of the east side of Omar Street, the east side of McGovern Avenue, and while the south side of Jacinto View Road has sidewalks, they are overgrown with vegetation providing an obstruction to a pedestrian.

### Recommendations:

Figure 4-21 to Figure 4-24 show recommended improvements for the Jacinto View Road corridor. The proposed improvements along Jacinto View Road include a Class III shared roadway markings bicycle route on both sides of the corridor by adding edge lane road markings and traffic calming to create a low-speed neighborway. Other proposed improvements include installing high-visibility crosswalks at all intersections,speed tables, and parking edge lines.

**FIGURE 4-21:** Jacinto View Road Concept

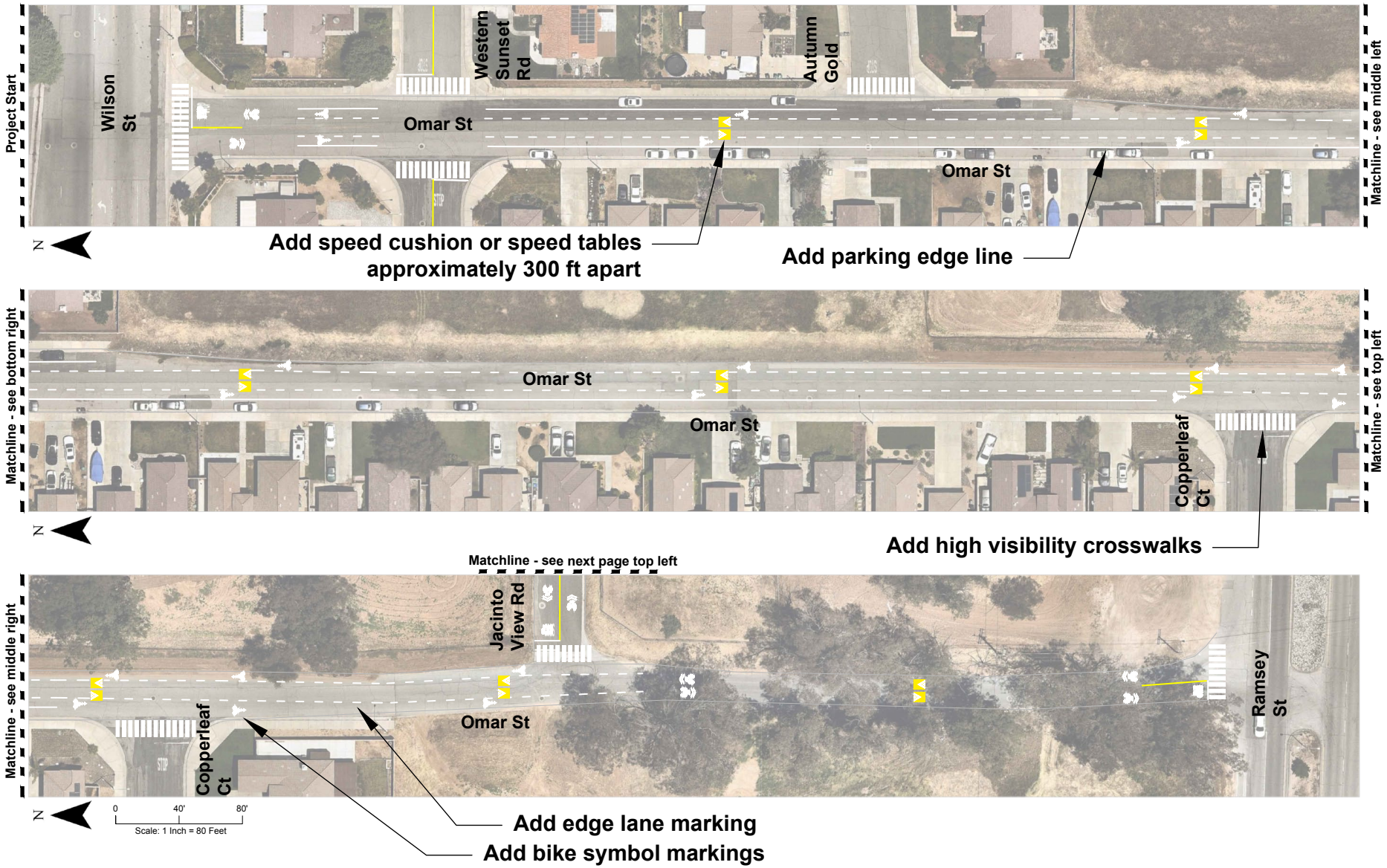


**FIGURE 4-22:** Jacinto View Road Concept

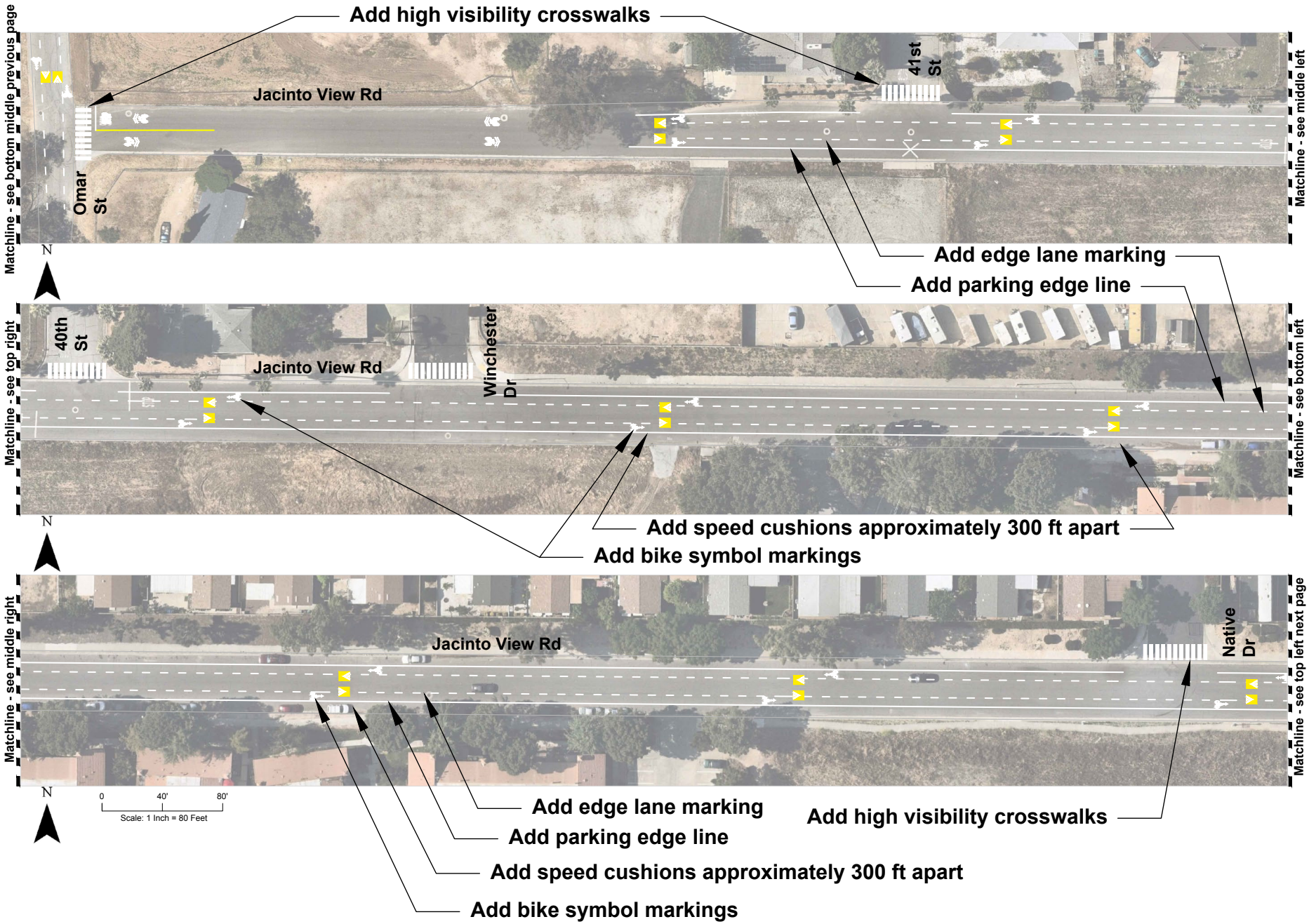


**FIGURE 4-23:** Jacinto View Road Concept

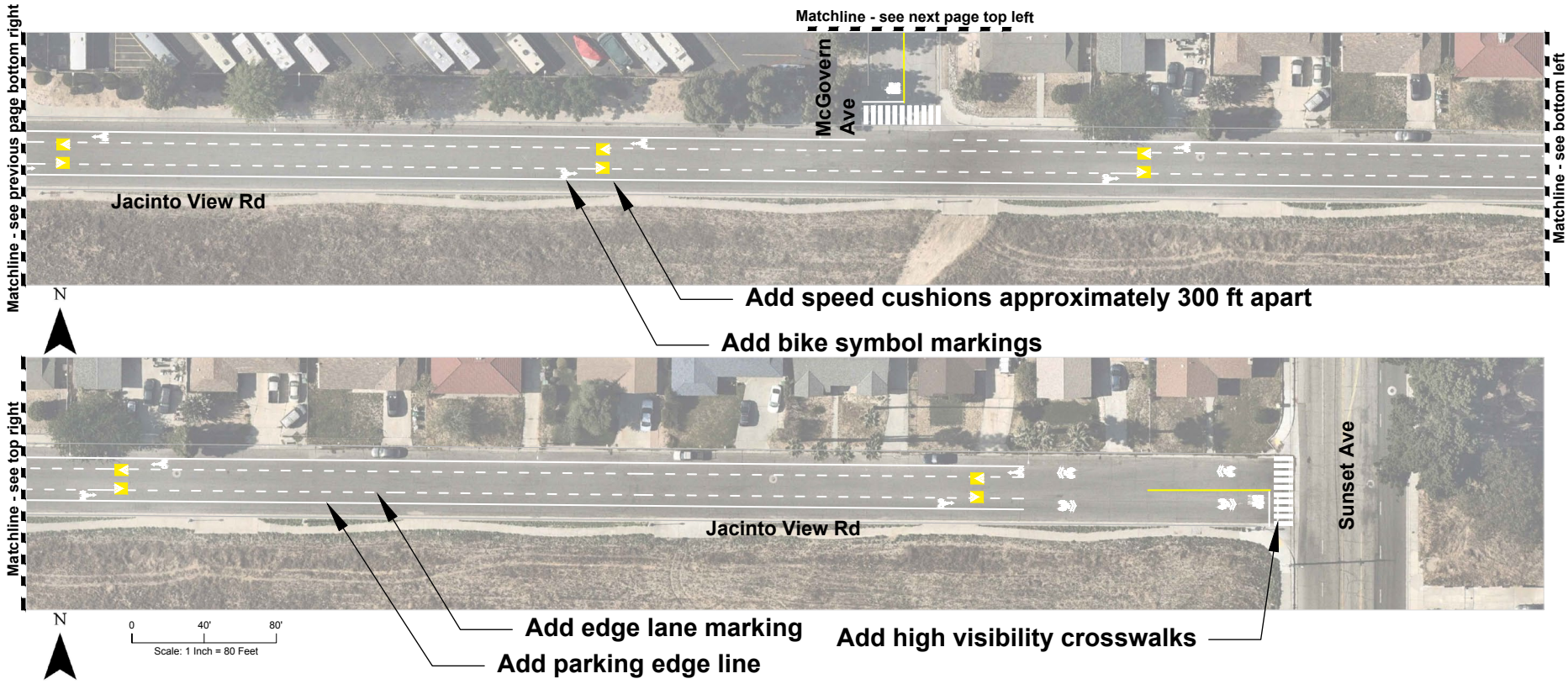
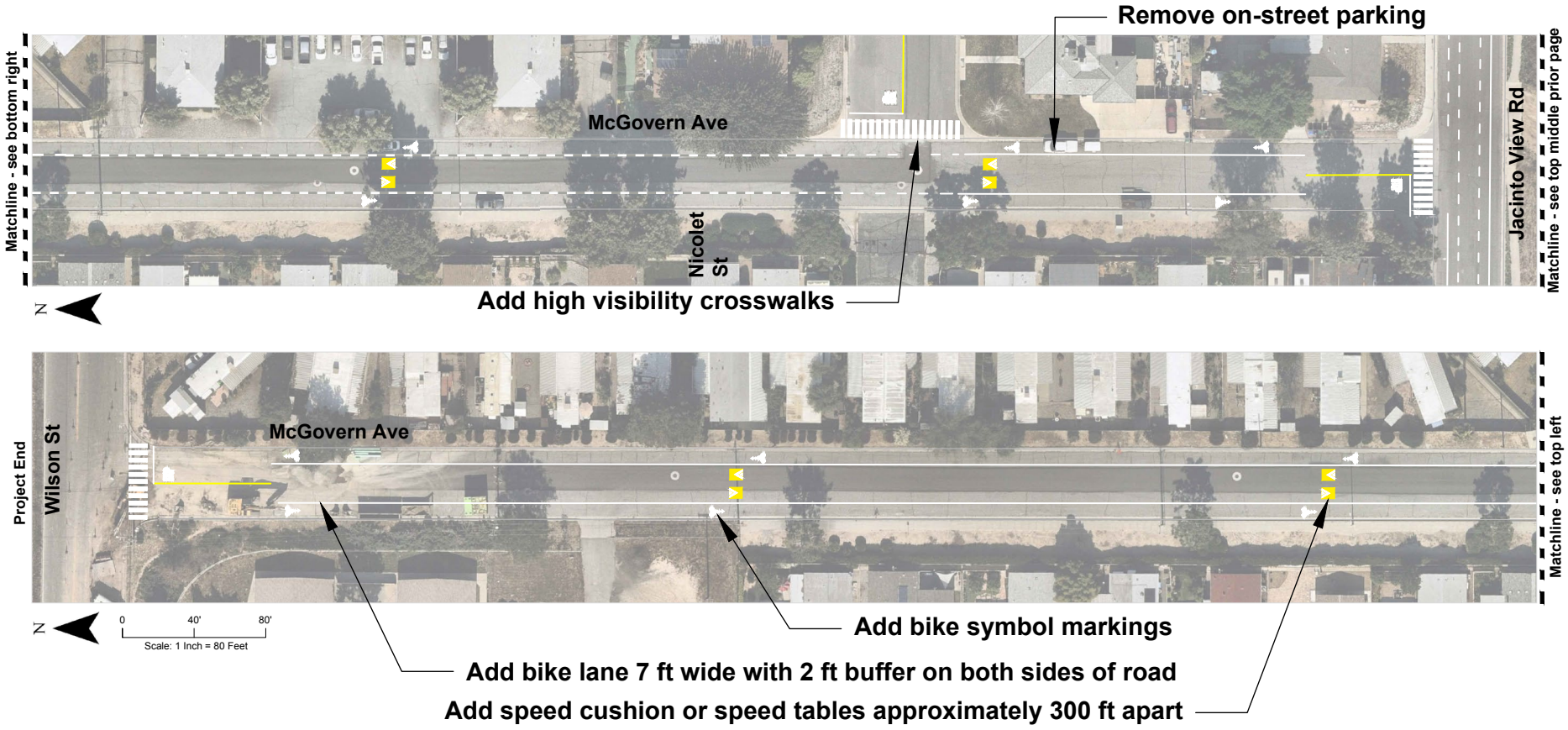


**FIGURE 4-24:** Jacinto View Road Concept



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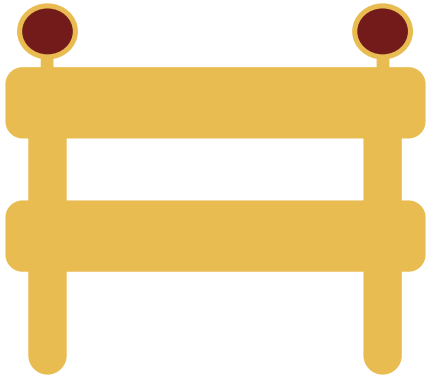


# Project 14
## 4th Street
(From Wilson Street to Hays Street)



### Cost Estimate
**$ --**



### Project Length
**0.5 miles**



### Schools
**0**



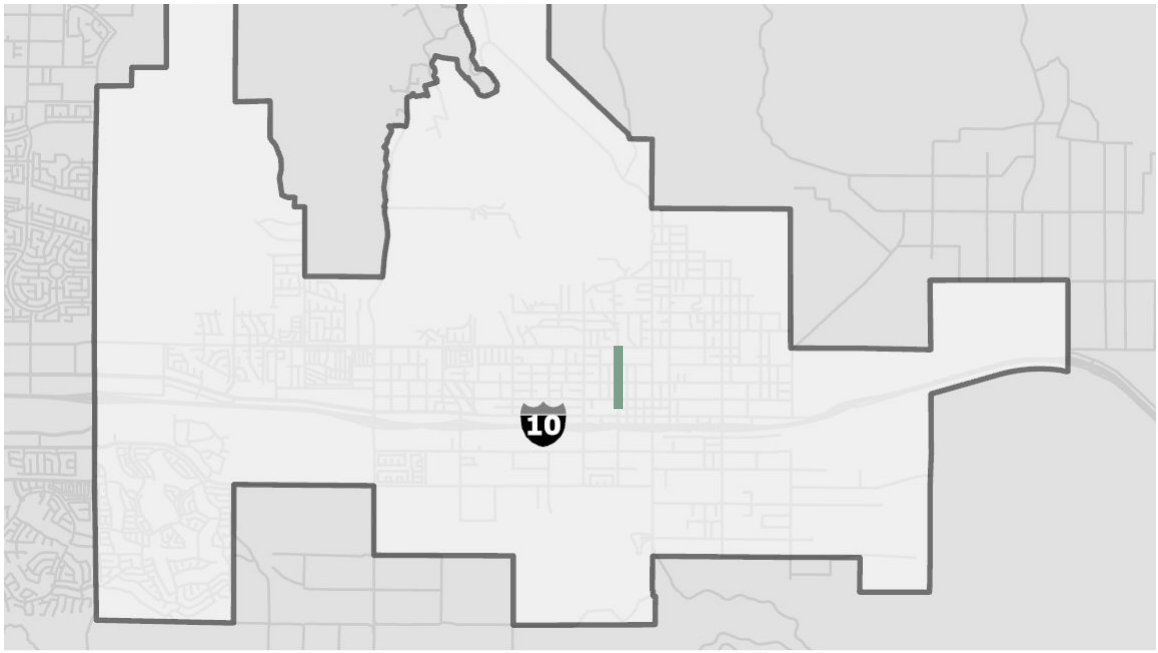
### Parks
**1**



### Pedestrian Collision
**1**



### Bicyclist Collisions
**0**



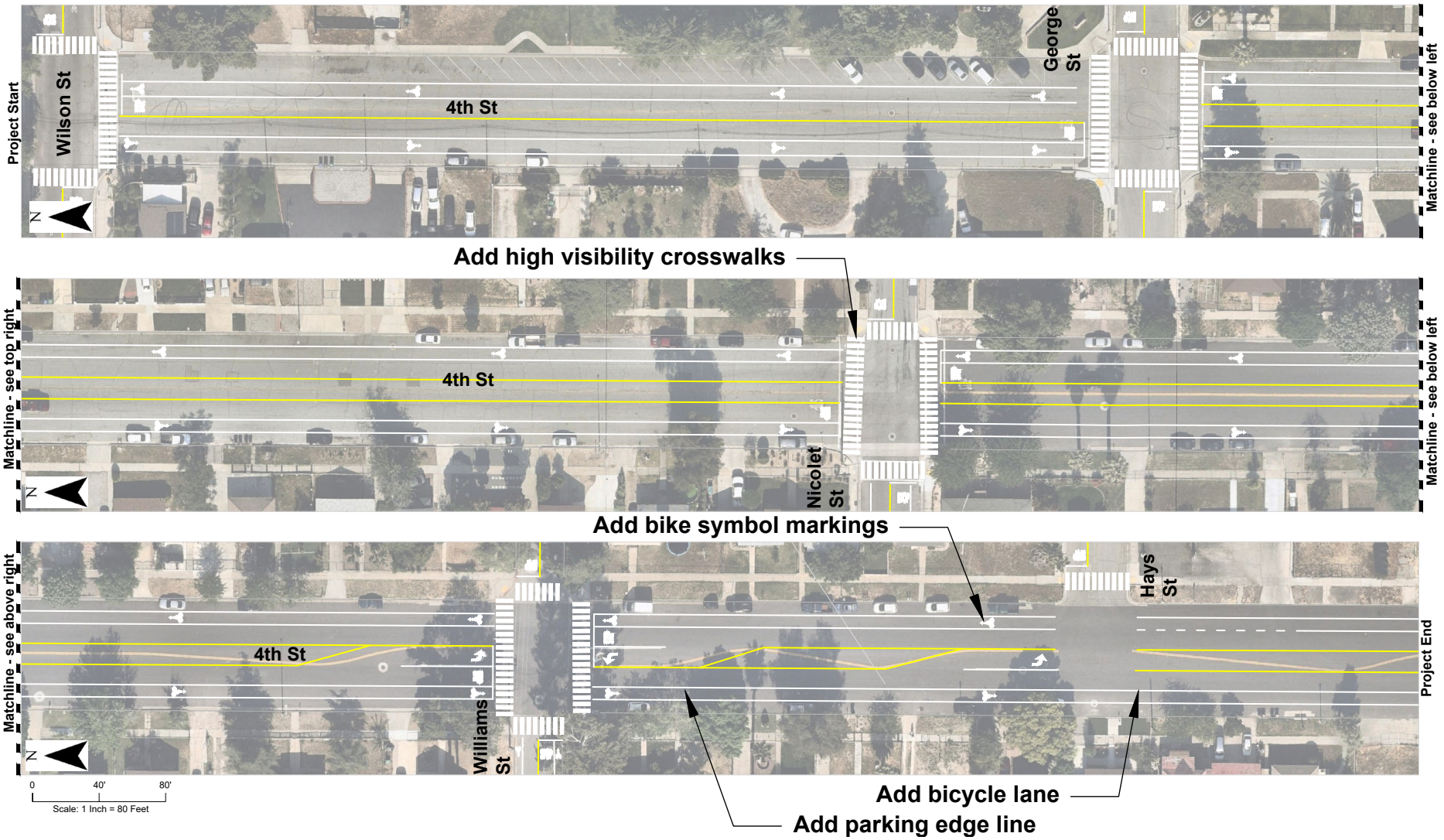

## Existing Conditions:

The 4th Street corridor is located north of Downtown Banning and runs north to south from Wilson Street to Hays Street. The segment passes by single-family residential housing and Repplier Park. Vehicle travel is limited to two-way residential lanes with low traffic levels. Most of the corridor has parallel on-street residential parking on both sides of the street, except for a segment of diagonal on-street parking adjacent to Repplier Park. No bicycle facilities exist along the corridor. However, most of the segment has complete sidewalks except for the residential block across the street from Repplier Park. One pedestrian collision with a vehicle was reported on this segment at the intersection of 4th Street and George Street.

## Recommendations:

Figure 4-25 shows recommended improvements for the 4th Street corridor. The proposed improvements along 4th Street include installing Class II bicycle lanes with bicycle symbol markings, parking edge lines, and high-visibility crosswalks at all intersections.

**FIGURE 4-25:** 4th Street Concept



# Project 15
## Alessandro Street
(From Wilson Street to Williams Street)



### Cost Estimate
**$ --**



### Project Length
**0.37 miles**



### Schools
1



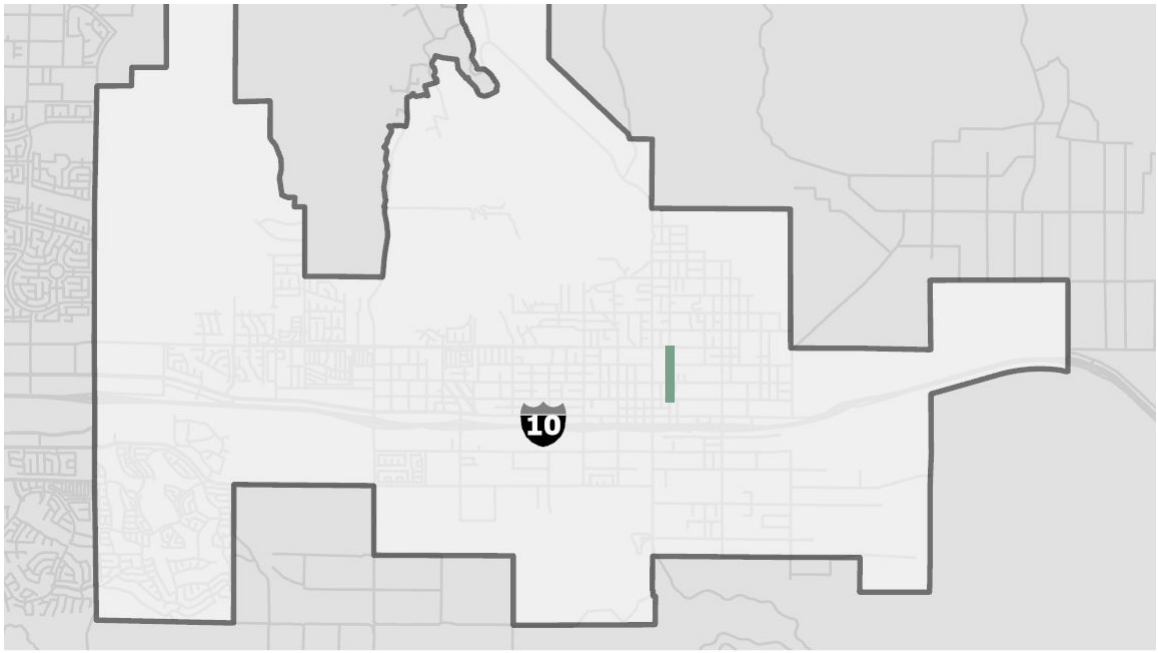
### Parks
0



### Pedestrian Collision
0



### Bicyclist Collisions
0



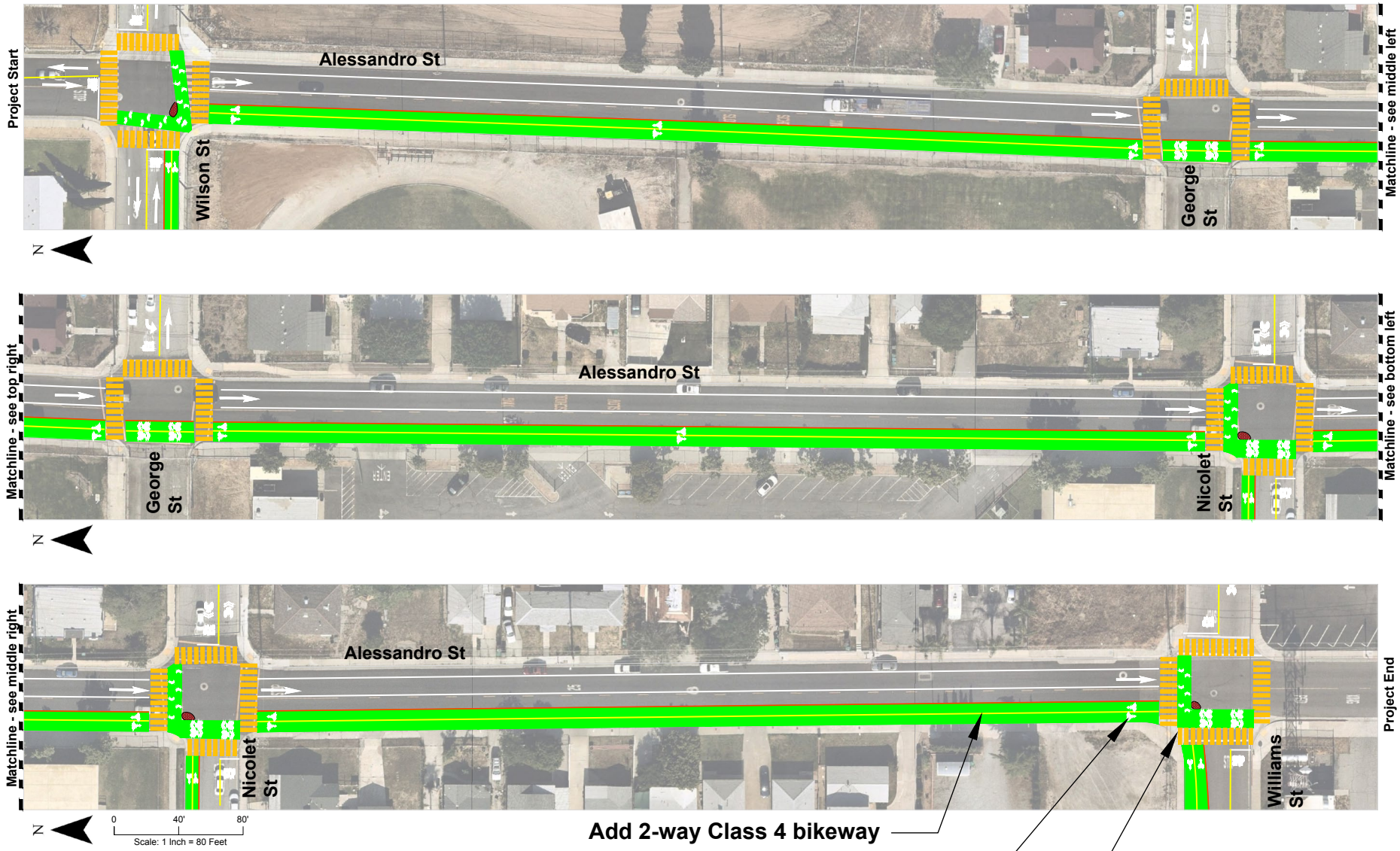

## Existing Conditions:

The Alessandro Street corridor runs north to south from Wilson Street to Williams Street. Land uses along this segment include Nicolet Middle School and single-family residential housing. Vehicle travel is limited to two-way residential lanes with moderate traffic levels. On-street parallel parking is permitted along both sides of the street, including along Nicolet Middle School. The segment has complete sidewalks, but no bicycle facilities. No pedestrian or bicycle collisions have been reported on this segment.

## Recommendations:

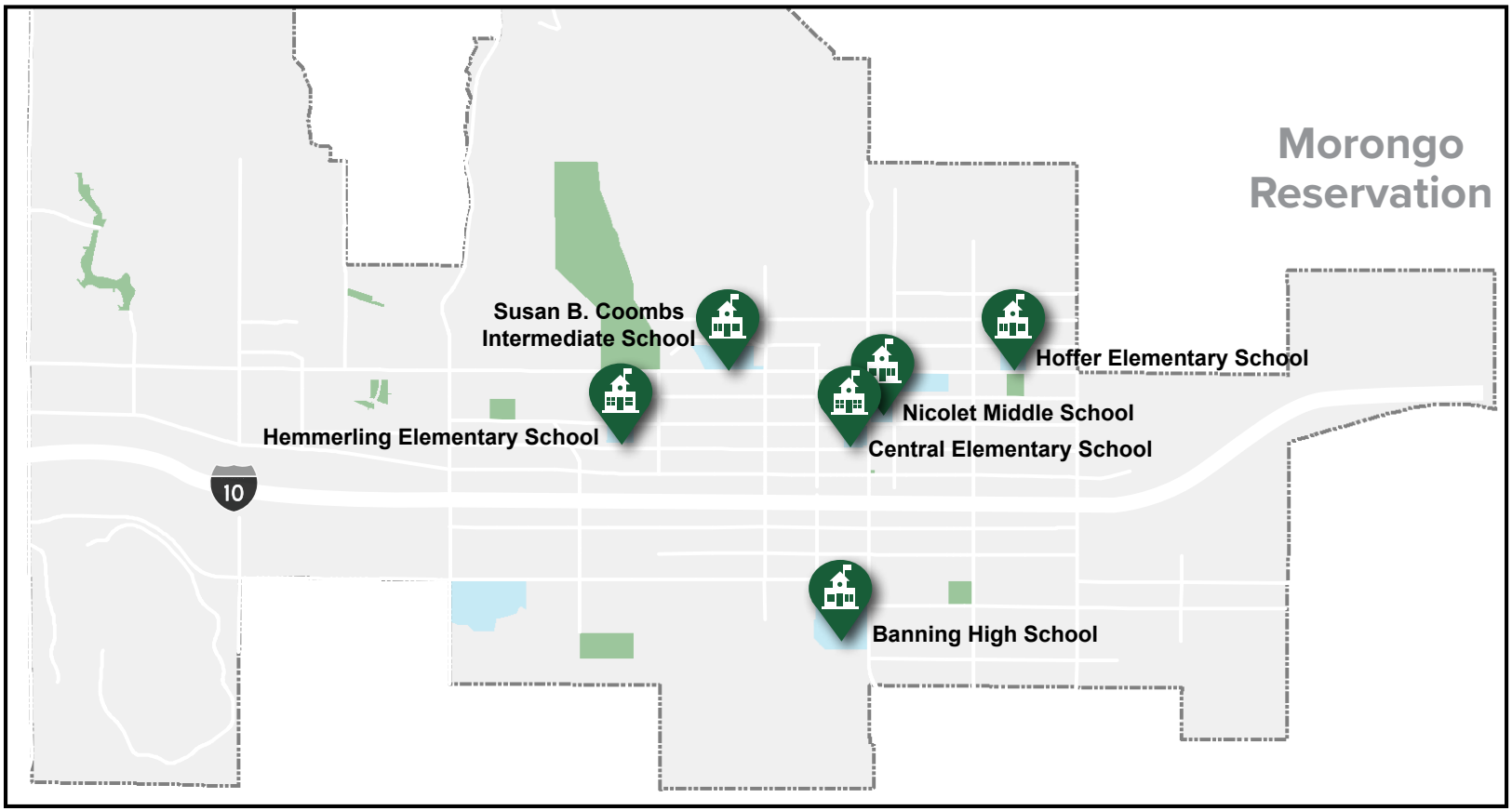
Figure 4-26 shows recommended improvements for the Alessandro Street corridor. The proposed improvements along Alessandro Street include installing high-visibility crosswalks at all intersections and removing the northbound vehicle travel lane to create space for a two-way Class IV separated bikeway with bicycle symbol markings and curb refuge islands on the west side of the segment. The proposed Class IV separated bikeway along this corridor would connect with bicycle facilities on other corridors to form a loop.

**FIGURE 4-26:** Alessandro Street Concept



## 4.6 SAFE ROUTES TO SCHOOLS

This section highlights six Safe Routes to Schools (SRTS) recommendations for the following schools: Banning High School, Central Elementary School, Nicolet Middle School, Hemmerling Elementary School, Susan B Coombs Intermediate School, and Hoffer Elementary School. The project team met with Banning Unified School District to discuss existing conditions and concerns around each selected school and brainstormed preliminary solutions. Each SRTS project is aligned with the proposed citywide bicycle network and aforementioned top 15 priority projects from this ATP, and in some cases, is taken further to recommend a traffic study for a traffic circle or specific locations to enhance pedestrian amenities.



## Banning High School

Located along San Gorgonio Avenue south of the rail crossing is Banning High School. The school is in a rural residential neighborhood. San Gorgonio Avenue is a long street without any traffic calming and residents commented on cars traveling high speeds adjacent to the school. As the only public high school within City limits, Banning High School has a dense student population and many who walk to school. Less than a half-mile north of campus is a rail crossing where students report that trains have affected their ability to get to school on time. When a train is stopped for long periods of time, it has been reported that students sometimes crawl through the stopped train cars, a dangerous and life-threatening action, and was the case with one student fatality in 2015. It is critical to consider safety enhancements at the rail tracks to protect students who walk to school.

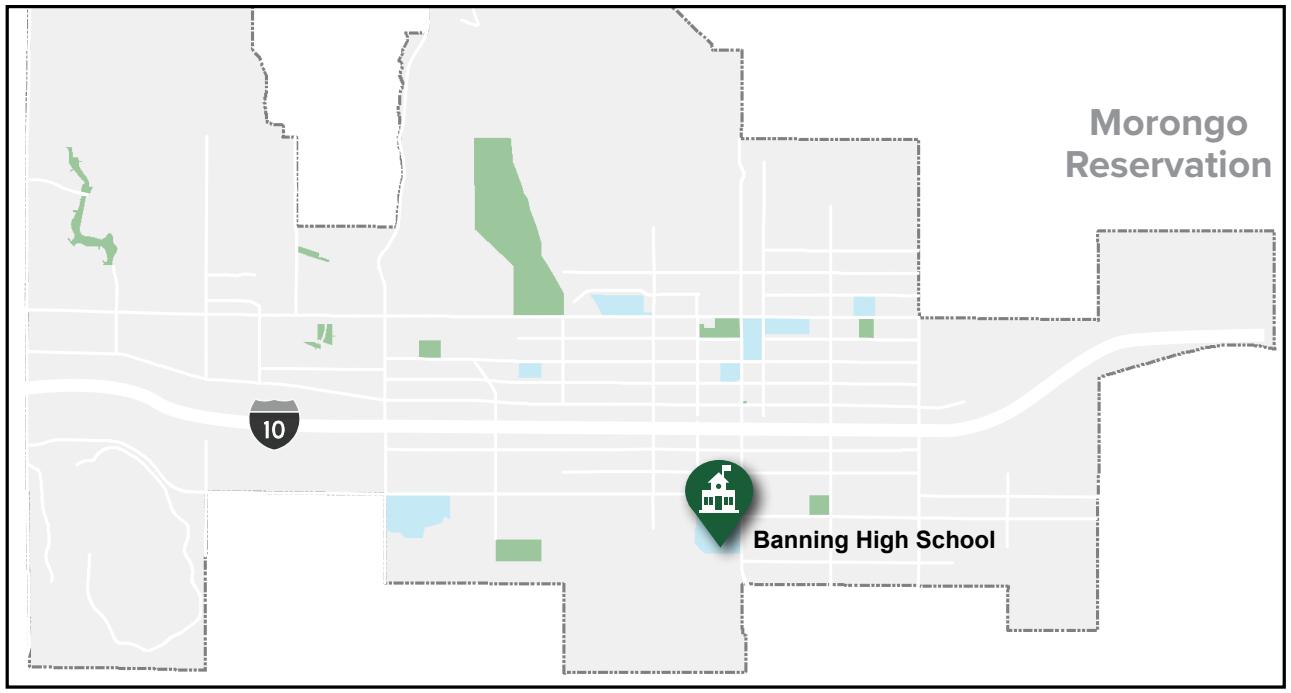
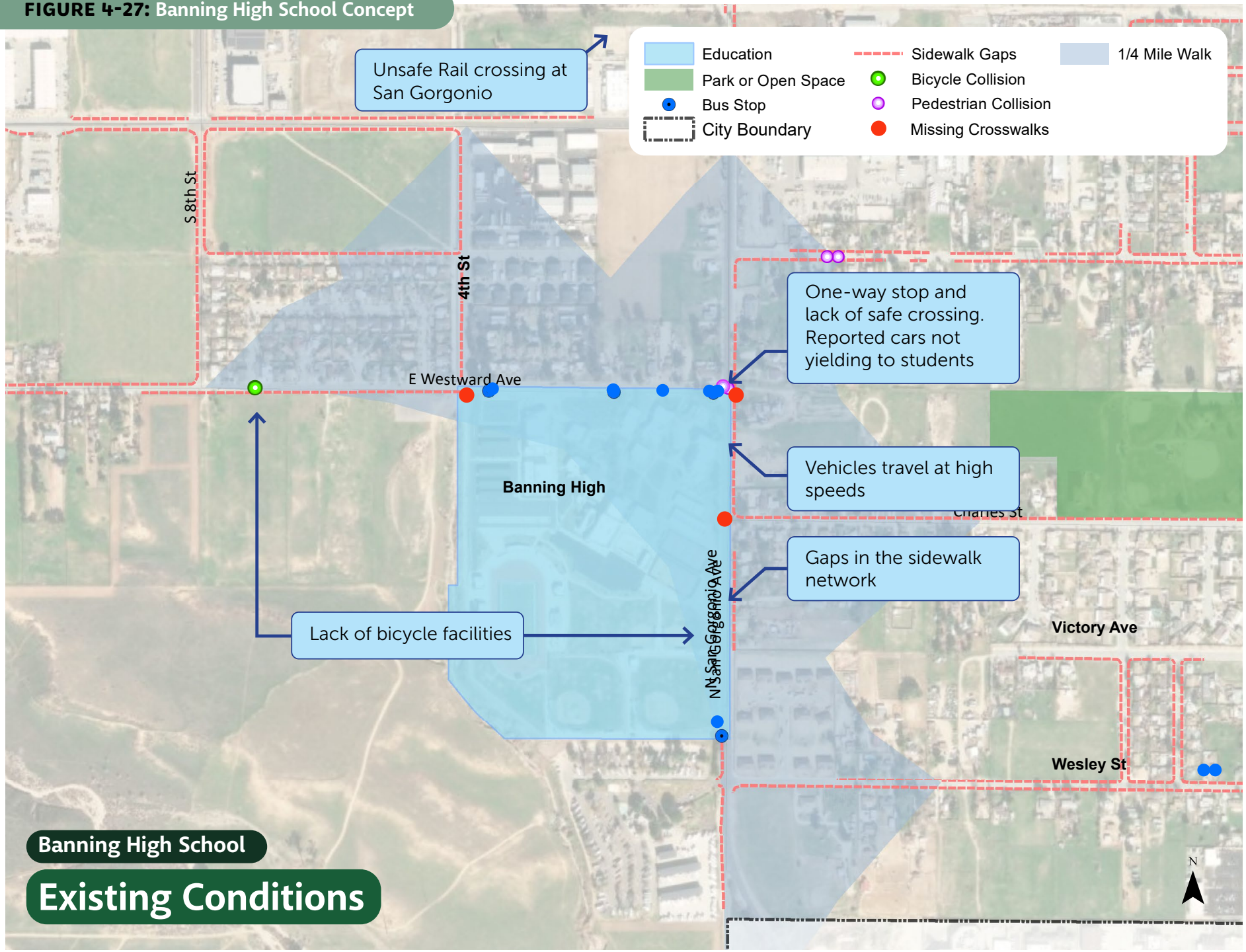


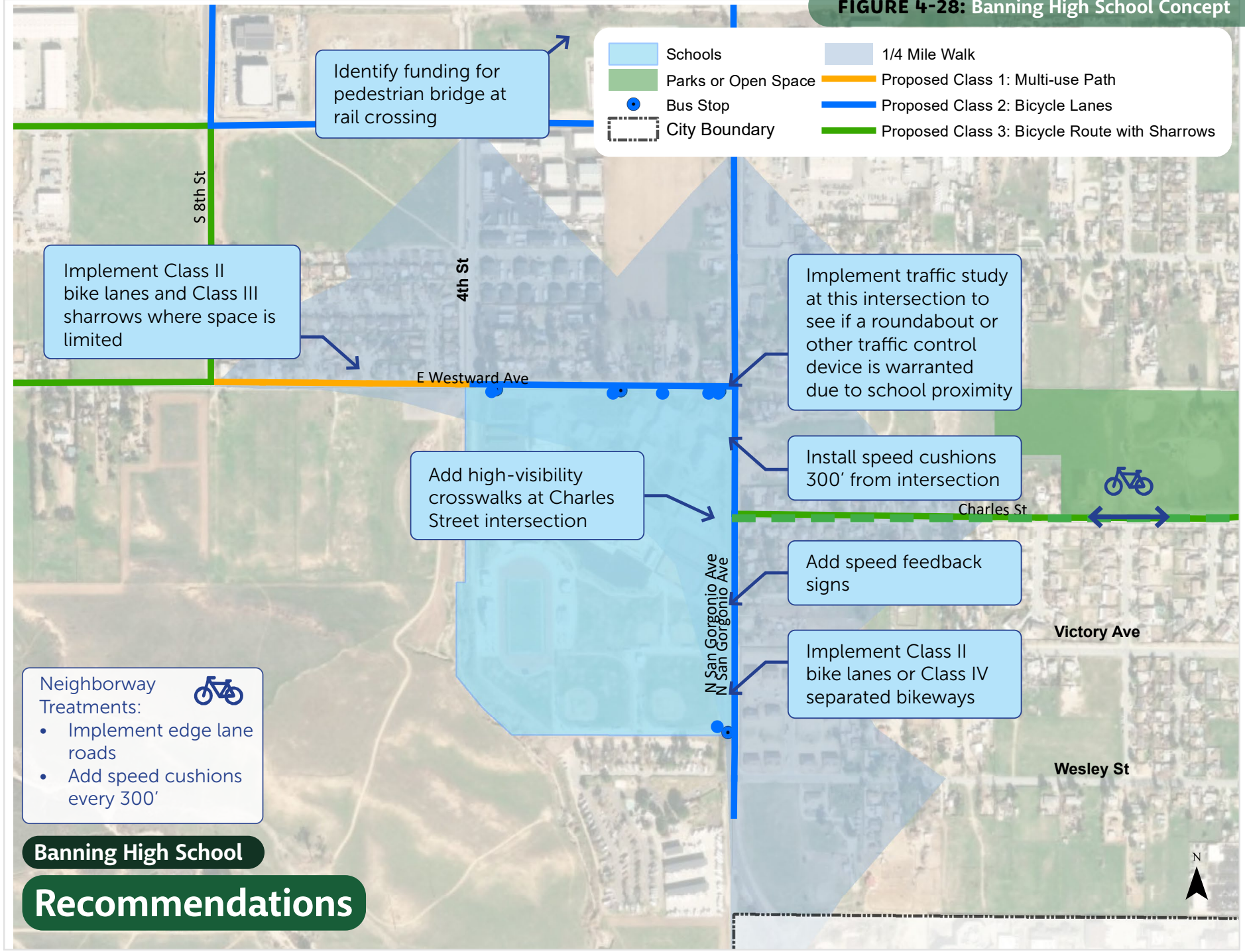
**FIGURE 4-27:** Banning High School Concept




Banning High School

# Existing Conditions

**FIGURE 4-28:** Banning High School Concept



## Central Elementary School

Central Elementary School (CES) is the largest elementary school in Banning located along San Gorgonio Avenue across the street from Nicolet Middle School. Vehicle desire lines are typically found traveling north on 1st Street, turning west onto Williams Street, and then north onto 2nd Street where traffic often stops.

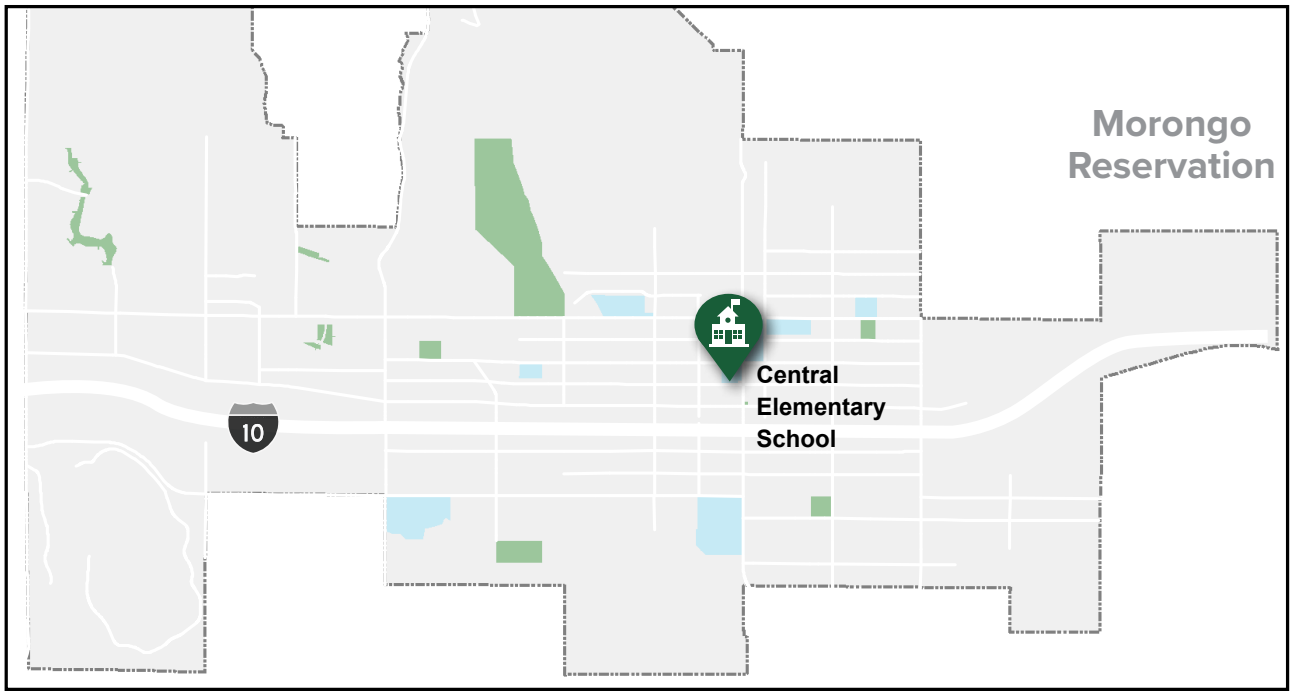


**FIGURE 4-29:** Central Elementary School Concept

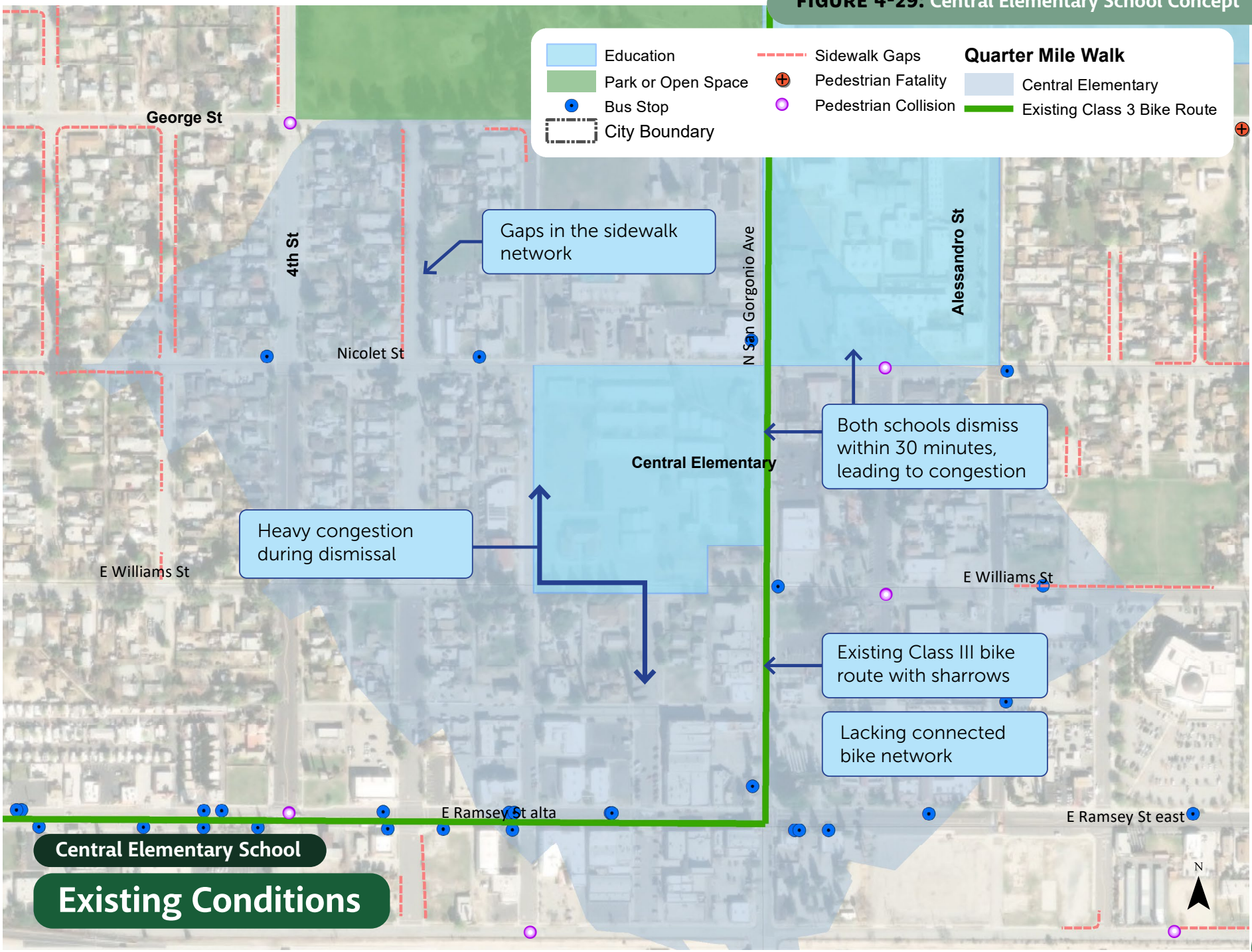
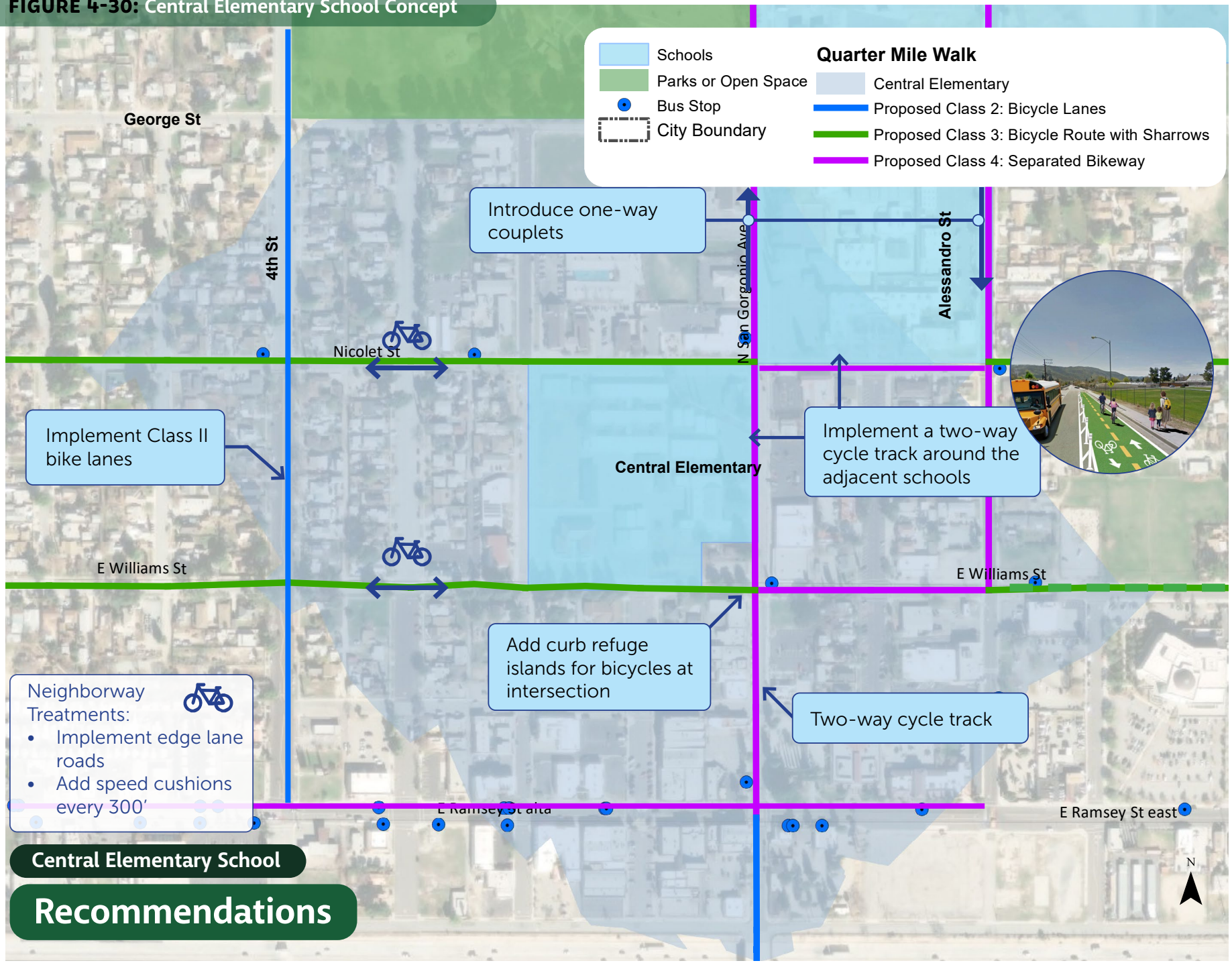


**FIGURE 4-30:** Central Elementary School Concept




**Central Elementary School**

# Recommendations

## Nicolet Middle School

Nicolet Middle School is located kitty corner to Central Elementary School along San Gorgonio Avenue. This becomes a challenge at pick up and drop off as parents may have children that attend both schools and wait around longer. The community has mentioned there is a lot of vehicle congestion around this area and is open to reworking the roadway to enhance traffic flow. As part of this solution, this report suggests changing San Gorgonio Avenue and Alessandro Street to one-way couplets. A network of calmed residential streets known as "neighborways" should be added to facilitate student travel by foot and bike to and from school.

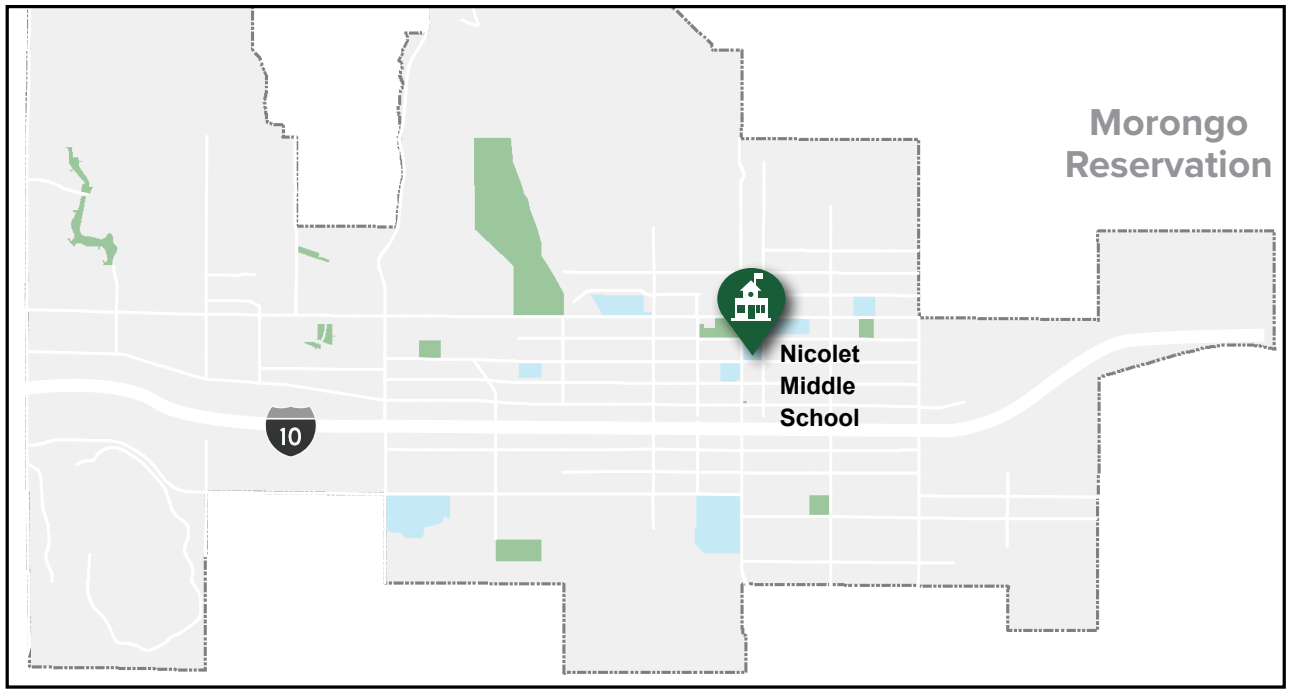


**FIGURE 4-31:** Nicolet Middle School Concept

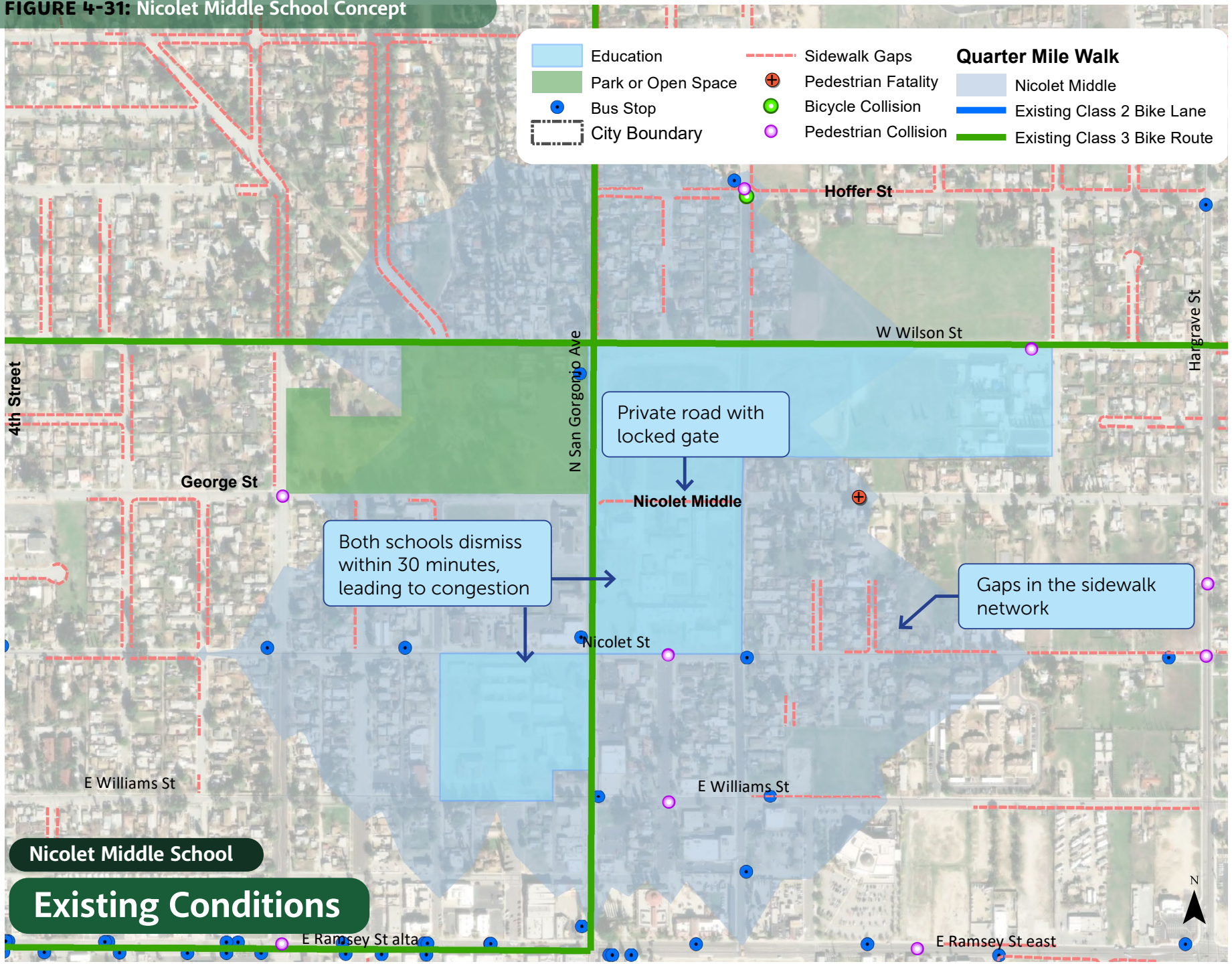
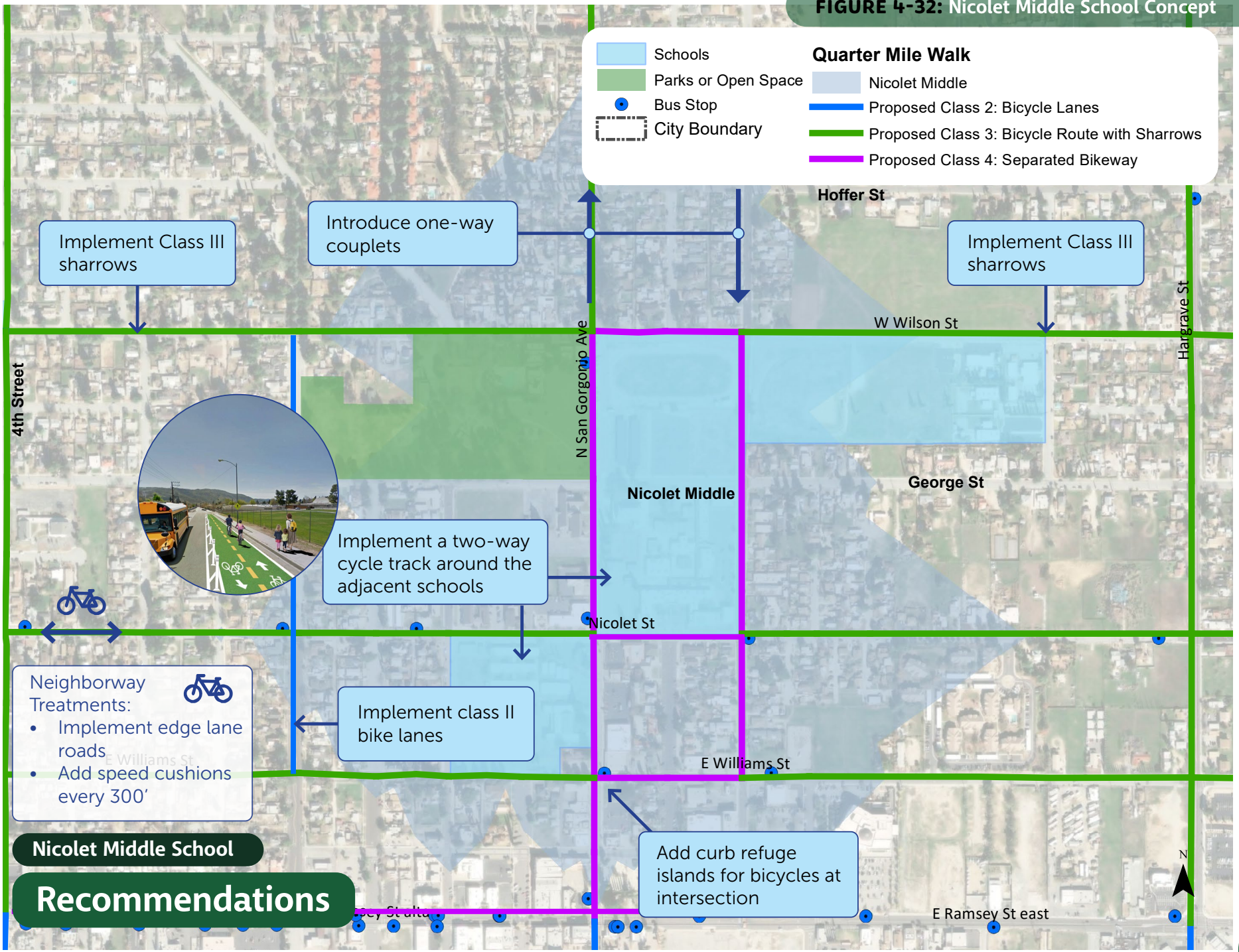


**FIGURE 4-32:** Nicolet Middle School Concept



## Hemmerling Elementary School

Hemmerling Elementary School is located between Nicolet Street and William Streets, which are secondary east-west corridors. Though more narrow streets, cars often use Williams Street and Nicolet Street as Ramsey Street is heavily congested, making students walking to and from school more vulnerable. The school's eastern boundary on Sims Street does not have four-way stops which is problematic for students walking from a multitude of directions. A network of calmed residential streets known as "neighborways" should be added to facilitate student travel by foot and bike to and from school.

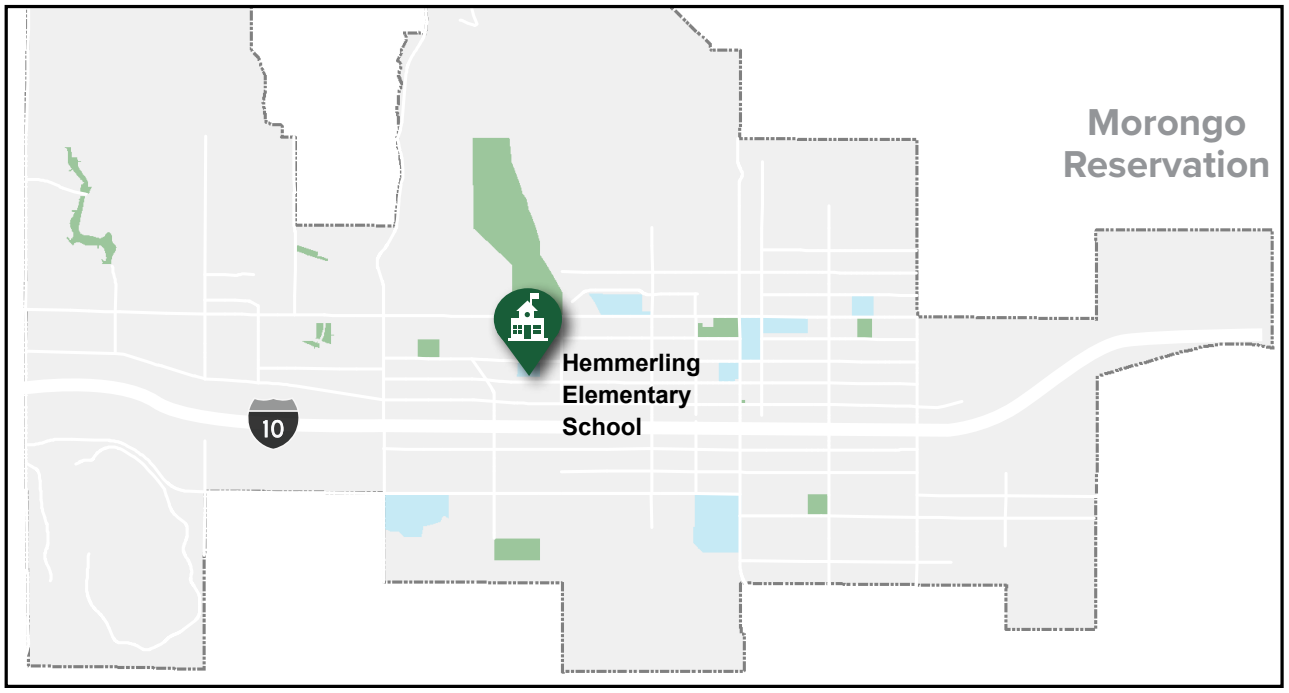


**FIGURE 4-33:** Hemmerling Elementary School Concept

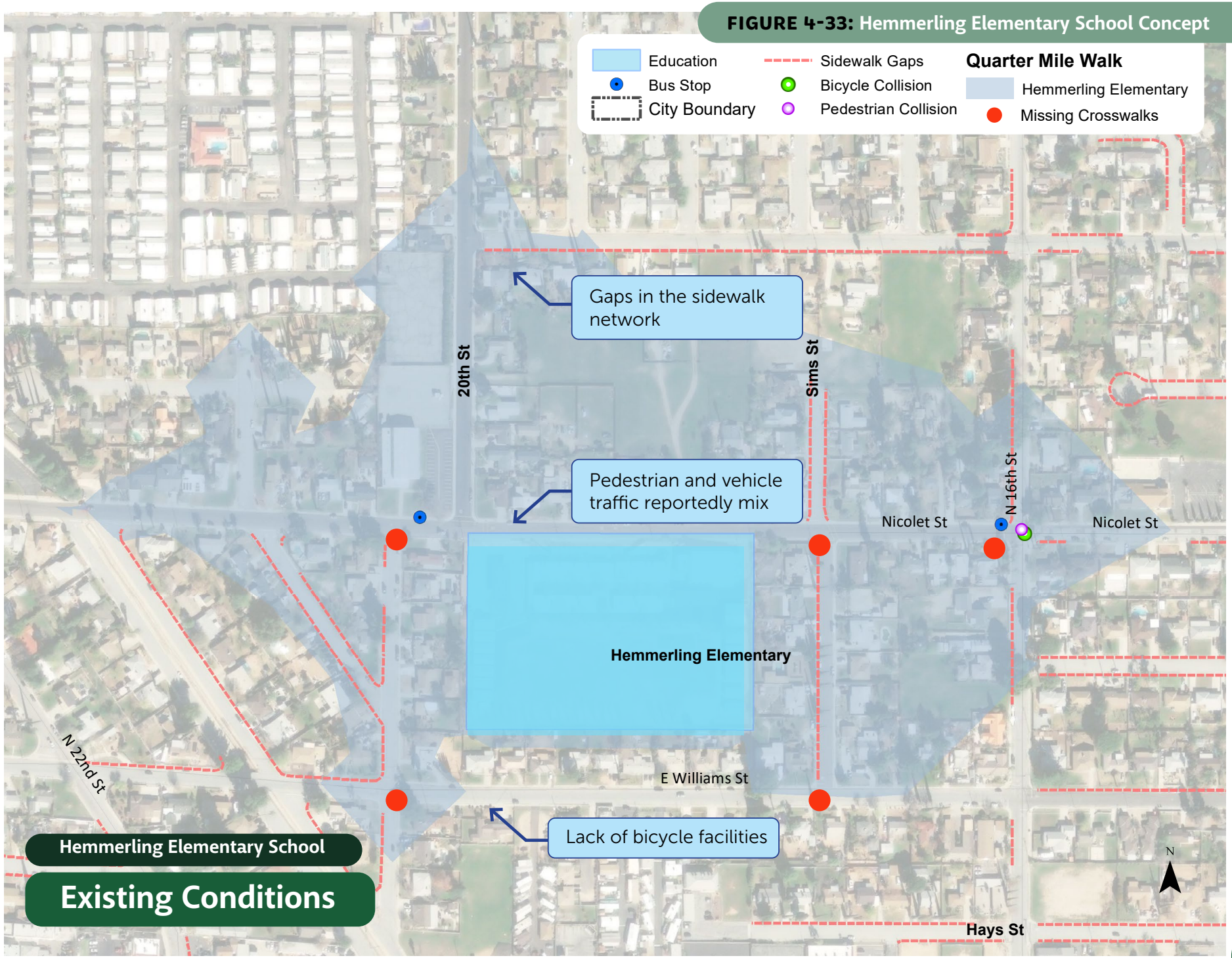
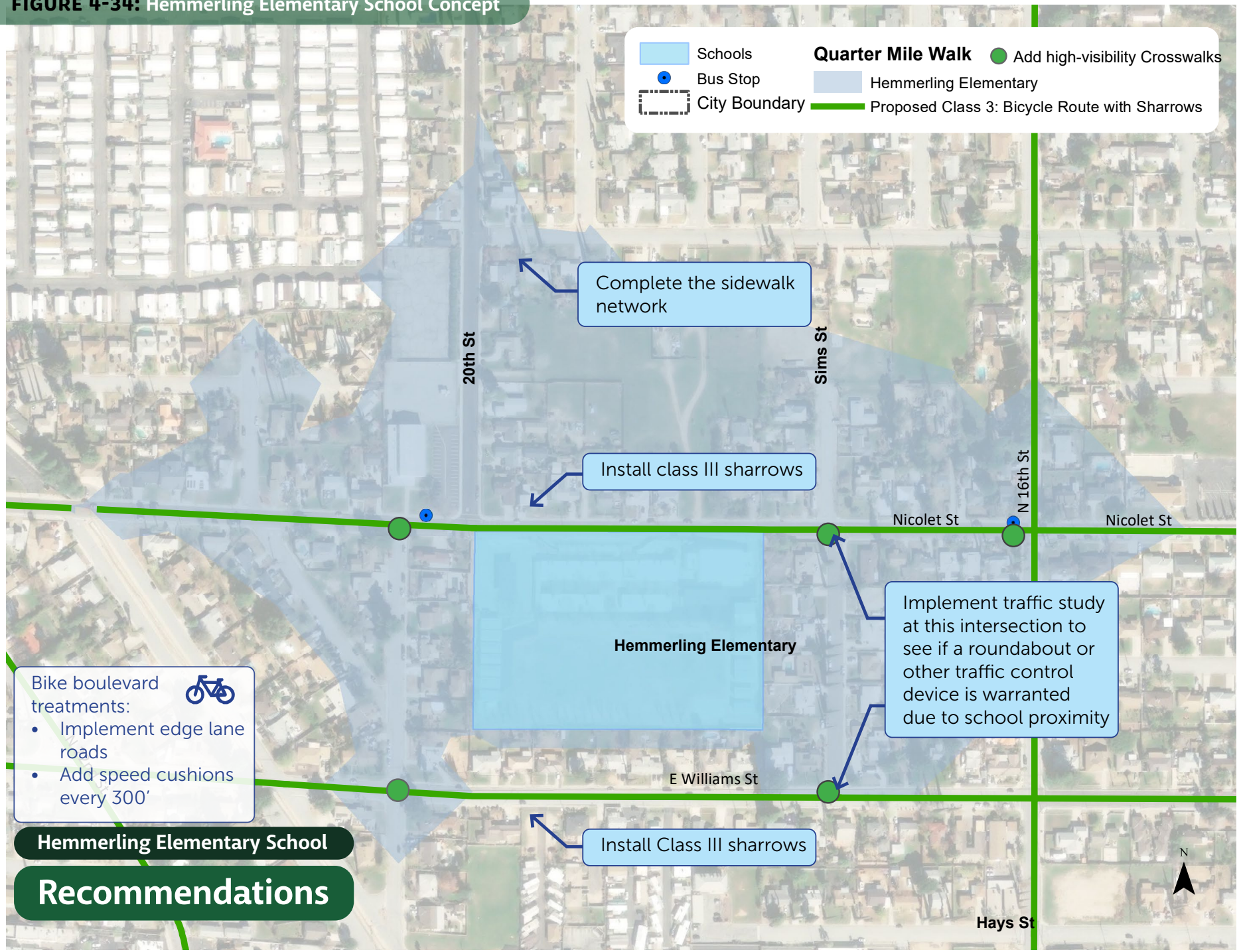


**FIGURE 4-34:** Hemmerling Elementary School Concept




## Hemmerling Elementary School

# Recommendations

## Susan B. Coombs Intermediate School

Susan B. Coombs Intermediate School is located along Wilson Street and surrounded by residential land use. Given the proximity to homes, it is likely that students walk to school from the surrounding neighborhood. This is somewhat concerning as Wilson does not have stop signs or high visibility crosswalks and is a relatively wide road where cars tend to travel at high speeds. It is recommended that the City implement high-visibility, yellow crosswalks with stop signs at each intersection within a safe, walking distance. Moreover, it is recommend that the City reduce lanes on Wilson Street with a road diet, add bike lanes, add a refuge island, and add curb extensions at all intersections with on-street parking.

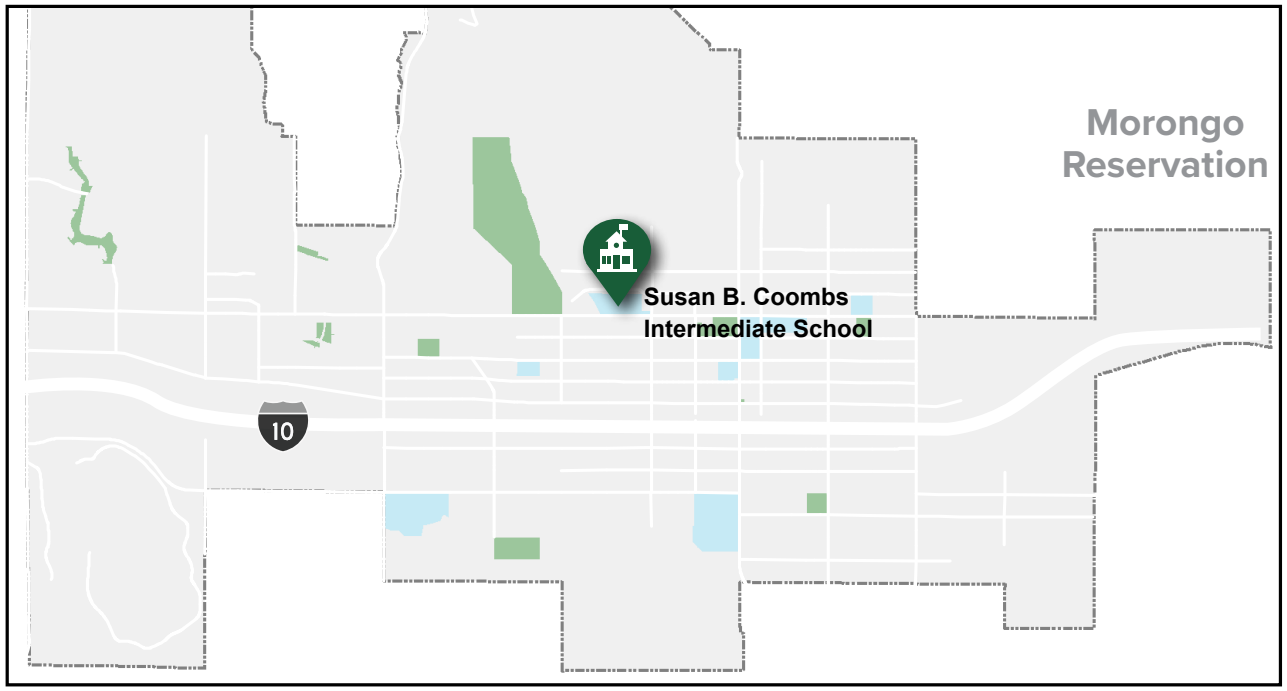


**FIGURE 4-35:** Susan B. Coombs Intermediate School Concept

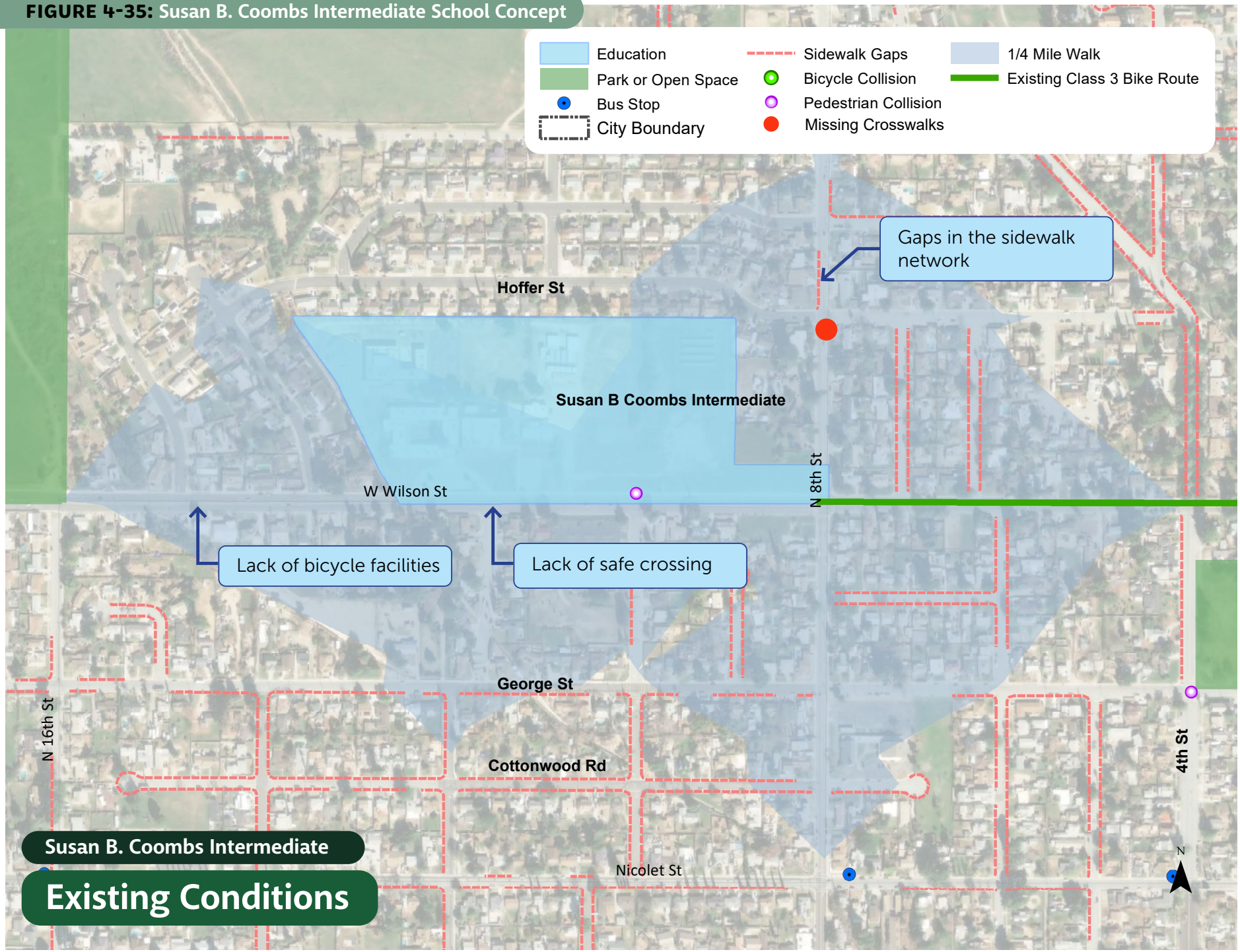
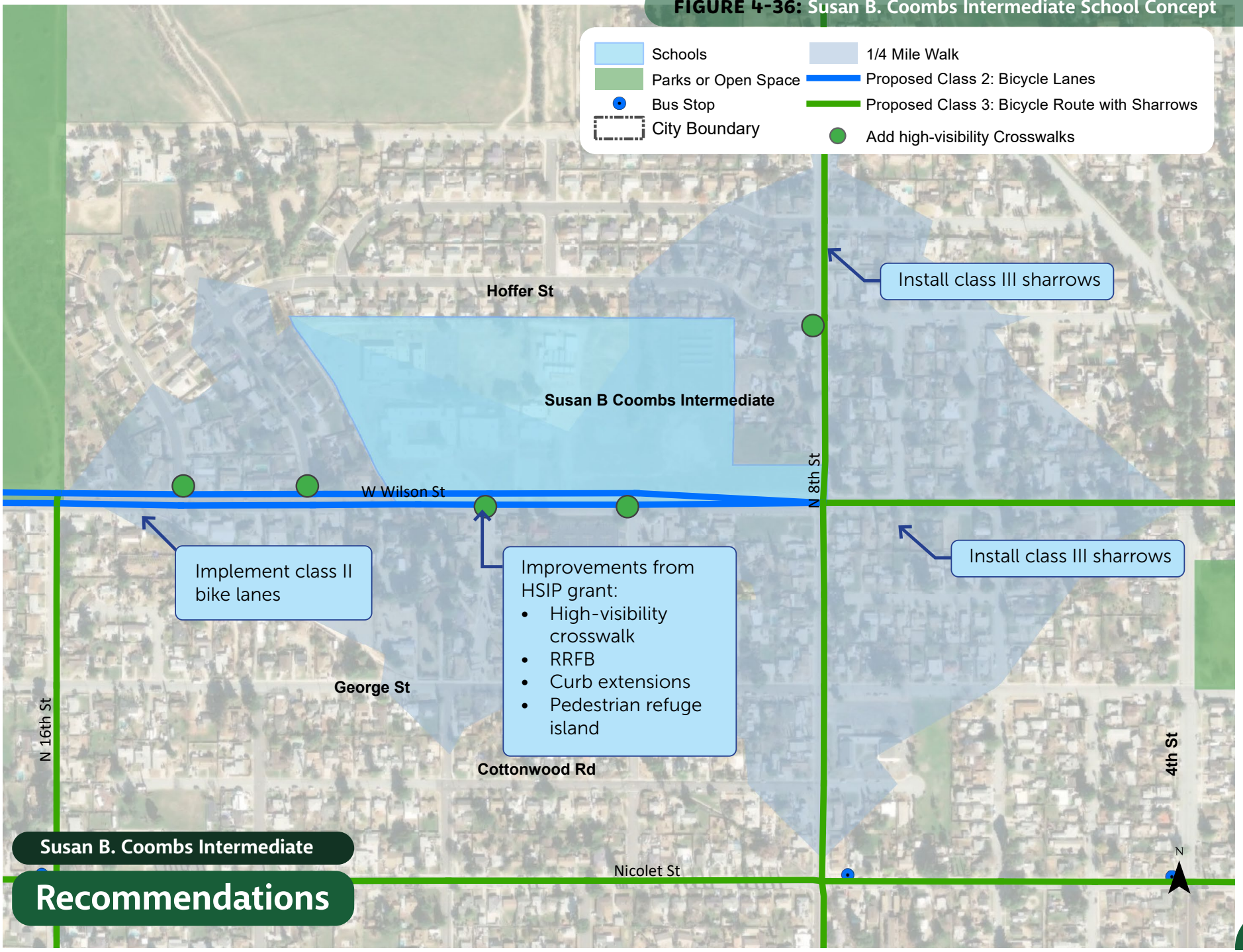


**FIGURE 4-36:** Susan B. Coombs Intermediate School Concept




Susan B. Coombs Intermediate

# Recommendations

## Hoffer Elementary School

Hoffer Elementary School is located along the eastern edge of Banning just north of Pass Valley Park. Bordering streets are Hoffer Street to the north, Cherry Street to the east, Pass Valley Park to the south, and Blanchard Street to the west. Most corners have stop signs, but only one crossing has a high-visibility crosswalk. To enhance pedestrian safety for students walking to school, the City should implement high-visibility, yellow crosswalks with stop signs at each intersection within a safe, walking distance. A network of calmed residential streets known as "neighborways" should be added to facilitate student travel by foot and bike to and from school.

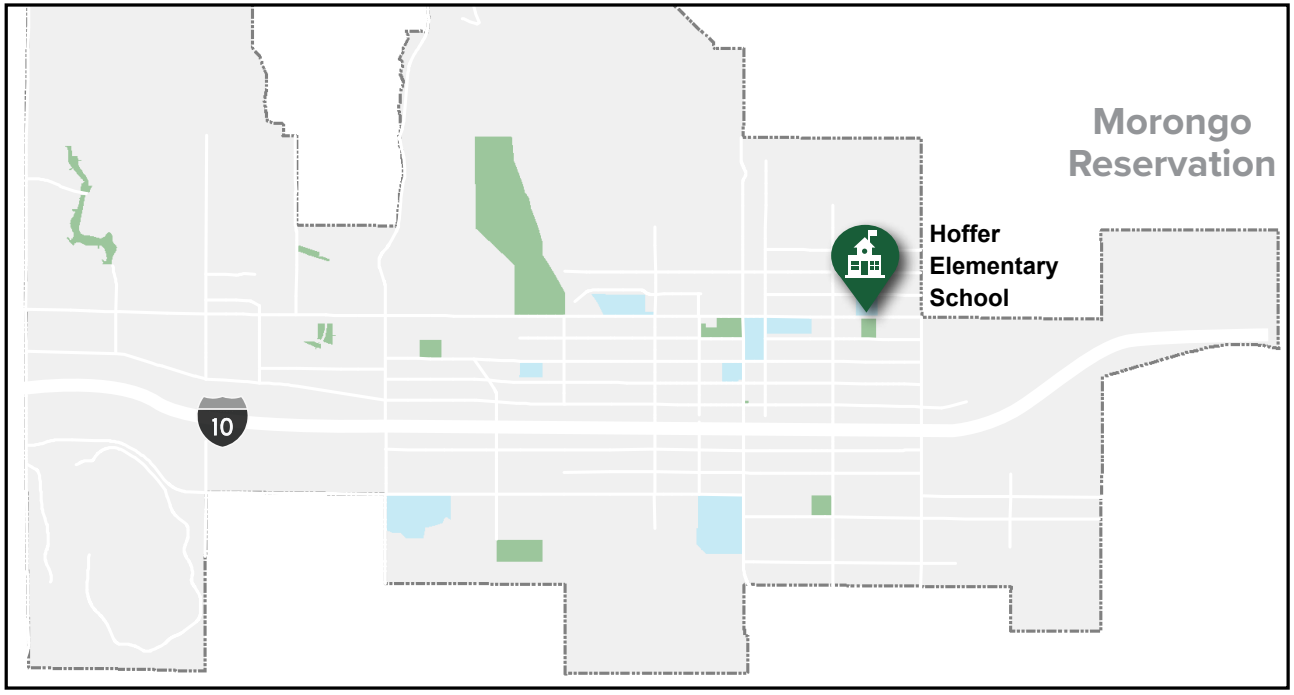


**FIGURE 4-37:** Hoffer Elementary School Concept

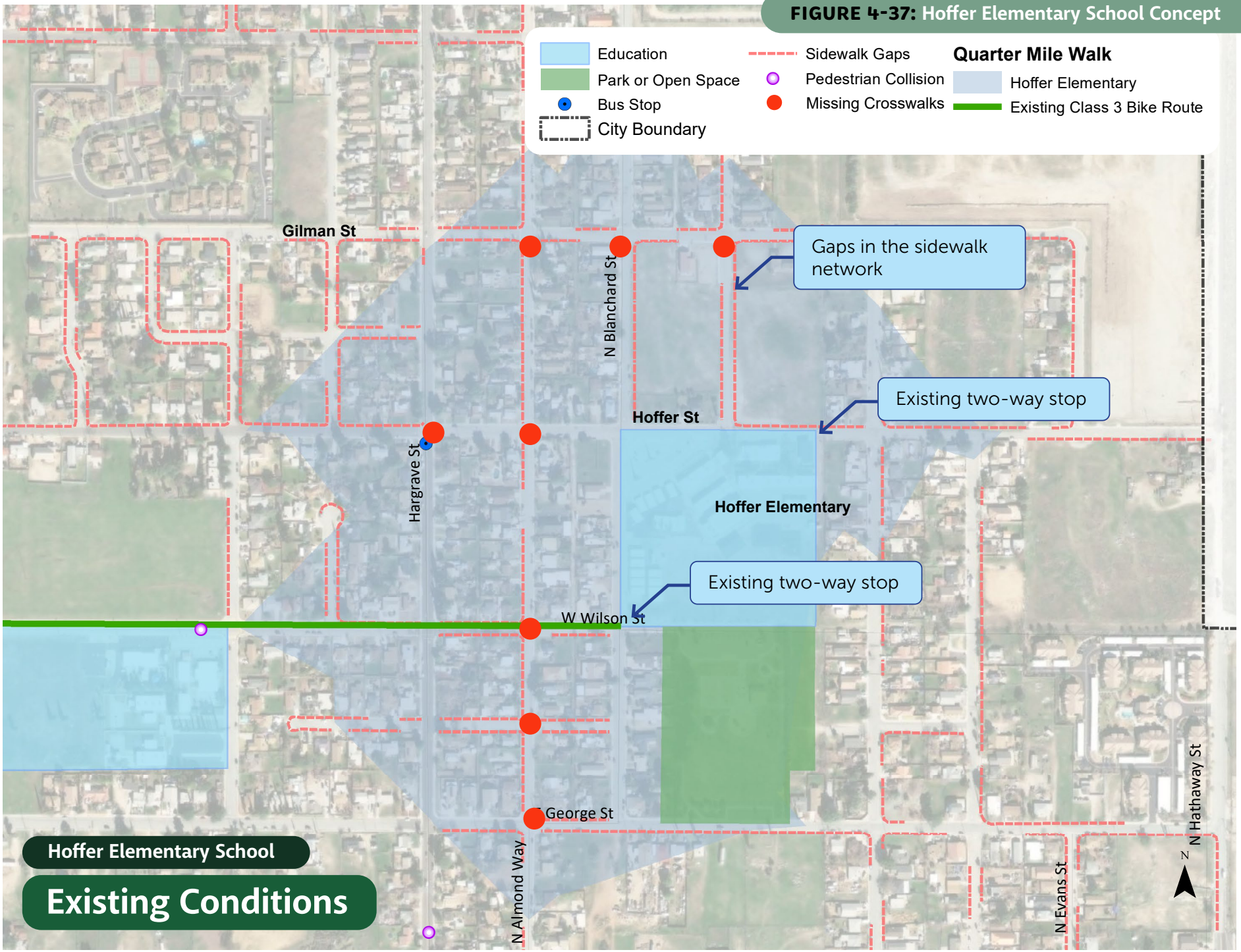
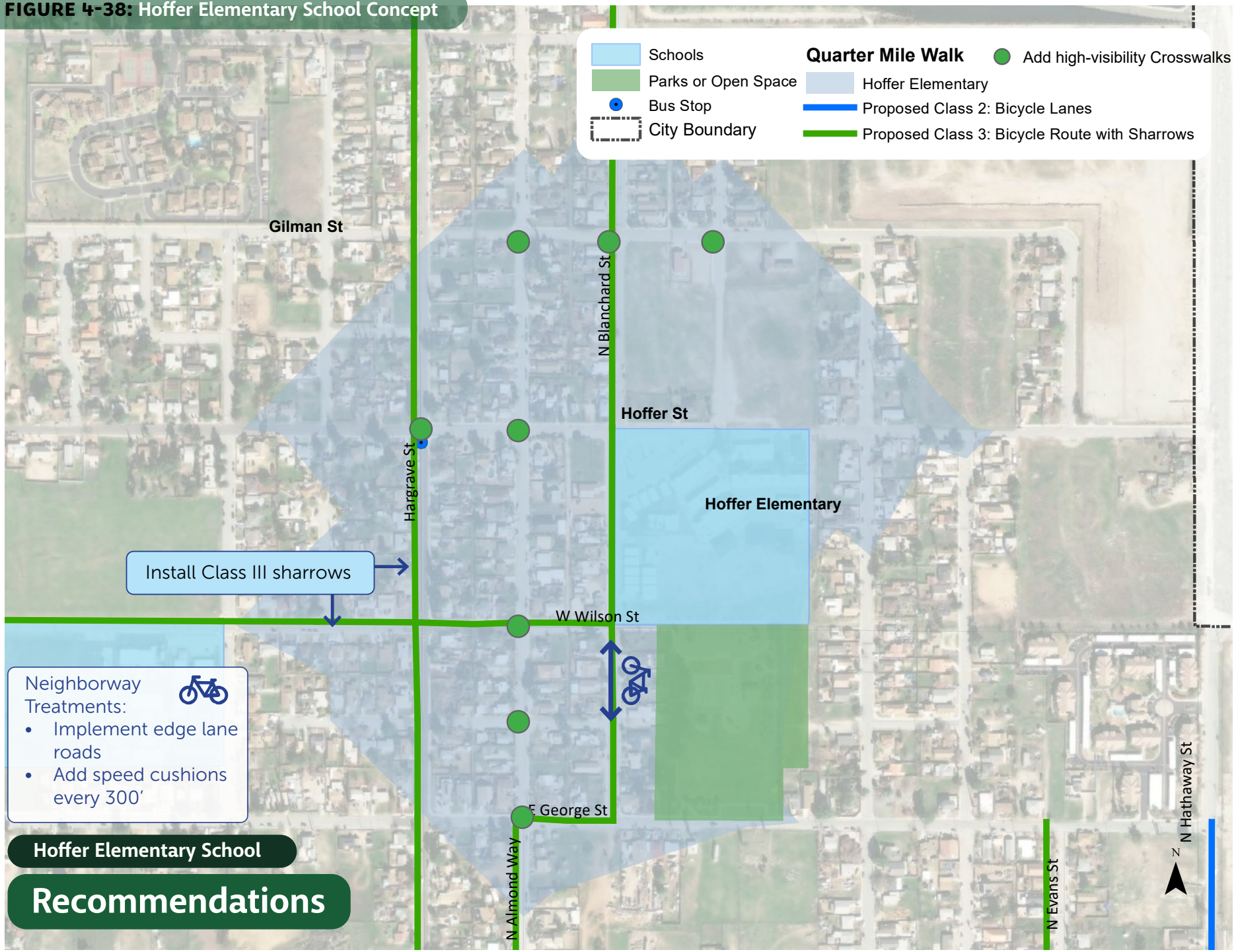


**FIGURE 4-38:** Hoffer Elementary School Concept




Hoffer Elementary School

# Recommendations

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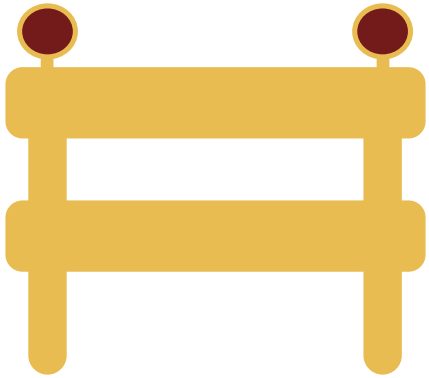


# 4.7 PROGRAM RECOMMENDATIONS

## 4.7.1 ENGAGEMENT PROGRAMS

Community outreach initiatives should start by listening to residents, families, business owners, local leaders, and working with existing community organizations. These critical relationships should allow for purposeful, ongoing engagement opportunities.

### Electronic Newsletter

Distribution of an online newsletter is a great way to engage the public. Distribution should be researched and considered prior to utilizing this outreach method. This form of media can be used to display project and contact information as well as ways for readers to get involved.

### Hotline

A hotline is a great way for community members to call in, leave comments, or talk to someone directly about the project or program. A hotline should be considered as a support tool of an overall community engagement strategy. In order to guarantee a hotline's success, it should be staffed and have the right person at the receiving end. Depending on the target audience, it may be necessary to have a multi-lingual person staffing the hotline. A hotline number is relatively low cost and requires little effort to maintain.

### Surveys and Questionnaires

Surveys and questionnaires can also be created to identify the needs and views of a large number of people. Surveys are effective when a limited number of short and concise questions are used to gather information and feedback.

## 4.7.2 EQUITY PROGRAMS

### Encourage Public Involvement

Collaboration with the community is an integral part of the planning process. Individuals, especially those belonging to traditionally underserved communities, need to be empowered to participate in the transportation planning processes and have their needs heard.

### Prioritize Projects in Light of Equity Considerations

Agencies can aim to implement improvements in areas that are disproportionally affected by health and safety burdens, acknowledging that policies and designs that improve conditions for vulnerable groups can benefit everyone in the community.

### Consider the Transportation Needs of Traditionally Underserved Populations

Recognize the importance of addressing the barriers that prevent trips from being safe, especially for the younger and underserved populations who cannot afford, operate, or choose not to drive vehicles.

## 4.7.3 ENGINEERING PROGRAMS

A variety of engineering tools can be used to make sure that the roadways are safe for people walking, bicycling, and accessing transit. These tools include street design techniques that are intended to decrease vehicular speeds and others to enhance pedestrian and bicycle safety and comfort. Some examples are traffic control signs, parking controls, and traffic safety monitoring.

Some examples of engineering and traffic enhancements that provide a safer environment for pedestrians and bicyclists include:

- Traffic control signs
- Pedestrian-controlled traffic control signals
- Curb and high visibility pavement markings
- Traffic safety monitoring
- Separated bike path
- Sidewalks or multi-use trail
- Parking facilities

## 4.7.4 ENCOURAGEMENT PROGRAMS

Vehicle usage can be decreased in part by actively encouraging residents and visitors to bike, walk, and ride transit for a variety of trips and purposes. Encouragement is all about making bicycling, walking, and transit more fun, healthy, and easy to do. To achieve this, the City, along with Riverside Transit Agency and other local organizations, can organize a series of activities and events that promote alternate modes of transportation and healthier lifestyles.

### Pilot Commuter Program

Provide employees with a temporary transit pass, for at least one-month, to test out transit in a trial period to get familiar with their route and encourage commitment to using transit.

### Free Ride Day

Encourage residents to take transit by promoting RTA's annual Free Ride Fridays. This can be held in conjunction with California's Clean Air Day, to emphasize the benefit of replacing car trips and improving air quality. The City, along with Riverside Transit Agency and Beaumont Transit and other local organizations, can organize pop-up events to provide transit information and encourage riders.

### Open Streets Events

Open streets events are a citywide event that closes a street completely to cars. They provide residents an opportunity to walk, bike, skateboard, or roller skate own streets in their city free of cars.

### National Bike Month in May

During the month of May, cities across the country organize events and campaigns to educate people about biking and to encourage them to bike more to their destinations. Activities such as Bike Week, Bike to Work, and Bike Fridays can be organized and promoted to encourage first last mile transportation options.

### Demonstration Project

Over the past decade Tactical Urbanism or "Demonstration Projects" has become an international movement, bringing about a shift in how communities think about project development and delivery. These demonstration projects include low-cost, temporary changes to the built environment intended to improve local neighborhoods and gathering places. In Southern California, these projects have loosely emulated a planned and designed project to allow residents to experience what the project may look like and how it affects traffic, active transportation modes and transit. These events are aimed to educate and gain support from the community to move towards implementation. The City of Banning can utilize the Complete Streets GoHuman campaign to facilitate these demonstration projects as needed. Items such as the protected bike lane or curb extensions promote a more comfortable and safe experience for non-motorists.

## 4.7.5 EDUCATION PROGRAMS

### Student Safety Assemblies

Safety assemblies can be organized as interactive gatherings or festivals that consist of various stations throughout a school gymnasium or park. Each station can have a bicycle, pedestrian, and teen driver safety component that allows students to participate in various activities while learning the basics of "on the road" safety.

### Bike Commuting Workshops

A class intended to build habits and cover essential skill for bike commuters. This class will cover what to wear, how to pack, and how to use transit with a bike.

## 4.7.6 EVALUATION PROGRAMS

### Create City Staff Active Transportation Evaluator Position

An active transportation evaluator position would assist the City's Public Works department in reviewing project plans and built projects as well as ensuring consistency and cooperation between city departments. The evaluator would also assist with completing grant applications, maintaining a prioritized list of improvements, researching appropriate funding sources, and updating cost estimates. This investment in staff is often returned since this position is usually responsible for securing State and federal funding.

## Complete Streets Advisory Committee

The City can explore creating an Complete Streets Advisory Committee that can provide oversight. Many municipalities have developed bicycle and pedestrian, or active transportation advisory committees to address issues and opportunities related to walking, bicycling, and transit. This group can act as a community liaison and support City staff, volunteers, and advocate efforts to address issues and help evaluate the progress of improvements in this Plan.

## Conduct Bicycle and Pedestrian Counts and Review Collision Data

Conduct regular bicyclist and pedestrian counts throughout the City to determine baseline mode share and subsequent changes. Conducting counts would allow the City to collect information on where the most bicycling and walking occur. This assists in prioritizing and justifying projects when funding is solicited and received. Counts can also be used to study bicycling and walking trends throughout the City and overlaid with boarding and alighting data.




# IMPLEMENTATION & FUNDING 5

# 5.1 IMPLEMENTATION STRATEGIES

The analysis, community engagement, and project development in this Plan will help move forward these active transportation project recommendations for further funding and provide the City a guide for implementation. This ATP is intended to be a guide to take projects through engineering and construction and how to carry out programs. Section 4.4 covered prioritization and outlined the recommended order for project implementation. The prioritization order should be looked at as a guide to allow the City to implement projects as they see fit or as funding sources become available.

Table 5-1 presents a list of recommended implementation strategies to guide the City in pursuit of optimizing efficiency within this Plan.

Plan implementation is a multi-faceted process. It often includes carrying out a variety of programs and pursuing project funding. This ATP is meant to be used as a tool to inspire conversations on how projects can be implemented in short, mid, and long term approaches.

Implementation of certain bicycle facilities, such as multi-use paths, separated bikeways, and other innovative techniques described in this plan, will require a capital improvement project process which typically includes funding identification, a public and environmental review process, and a planning/engineering design phase. Many times, these engineering-intensive projects may require a phased approach to address the time and cost needed to successfully design and implement these projects. Smaller and less expensive active transportation improvements can be integrated into planned construction projects that are regularly "on the calendar" such as road resurfacing or utility work. Items such as shared lane marking for Class III bikeways, striping lanes for Class II bike lanes, or adding signage can be relatively simple to add onto planned construction projects.

The following strategies provide some steps and framework to guide project implementation.



**TABLE 5-1: Recommended Implementation Strategies**

| ACTION | LEAD | NOTES |
|---|---|---|
| Identify items on the City's Capital Improvement Program (CIP) projects list that can incorporate recommended projects outlined in this Plan. | City | If the City is unable to incorporate existing CIP projects, explore recommended projects in this Plan that can be created as stand-alone CIP projects. |
| Monitor grant funding cycles and identify staff to take action. | City, WRCOG | Commit staff time to identify grant(s) and outline a preparation plan. Continue to work with WRCOG on their grant writing on-call services. |
| Integrate the recommendations and projects from this Plan into all applicable grant applications. | City | In some cases, grants could be pursued specifically for only projects identified in this plan, while in others, parts of this plan can be used to strengthen benefits for other projects. |
| Perform an Environmental Review for each project to determine level of impact. | City | Projects classified as maintenance or replacement can be considered categorical exemptions under CEQA or NEPA. Major projects affecting traffic, natural areas, land, or ROW acquisitions may require full environmental review. |
| Identify sources of funding for ongoing maintenance of street enhancements. Coordinate paving plan with the Active Transportation Plan (ATP) recommended projects so when a roadway is repaved, that roadway can be re-striped to align with the ATP. | City | Maintenance responsibilities will need to be identified prior to implementation. Other cities have found that the coordination of the paving plan with the ATP to be a cost savings measure. |
| Identify alternative funding sources and fund-raising opportunities. | City, community organizations, and stakeholders | Examples include philanthropic offers, donations, endowment funds, corporate sponsorships, capital fund-raising efforts, grants, government sources. |
| Develop employment opportunities that assist with the installation and maintenance of the projects in this Plan. | City | Tasks would include ongoing maintenance of bicycle facilities, development of programming, and maintenance of public realm spaces. |
| Develop a volunteer program focused on implementation and encouragement. Consider emulating successful "Bike Ambassador" programs from cities like Chicago and Washington DC. | City, community organizations | Utilize neighborhood residents, community leaders, and volunteers from schools, churches, community organizations and businesses. Work with the Inland Empire Bicycle Alliance to develop and implement programs. |
| Develop a media campaign to promote active transportation as a means of recreation and transportation mode. Be strategic and create an "Individualized Marketing" campaign similar to Portland's "Smart Trips" campaign. It's the concept that not all people can be persuaded to use sustainable travel modes so just focus on a select few. | City, volunteers, community organizations | Tasks include assigning staff to oversee and promote media campaigns that could be developed by a volunteer group or community stakeholders. "Individualized Marketing" is a comprehensive approach to increase biking, walking, and public transit in only targeted geographic areas of a city, hand-delivering packets of information to only specific residents that are open to change. |
| Collaborate with community stakeholders to host events such as bike rides, walking tours, and demonstrations. | City, community organizations, and volunteers from previous steps | Connect with qualified community experts to lead group bicycle rides, walking tours, or plan and install demonstration projects. Utilize volunteer groups, youth groups, and stakeholders to help promote events. Work with SCAG and utilize their Kit of Parts to install demonstration projects for city events. |
| Monitor and evaluate performance of implemented treatments. | City | Assign staff to lead implementation performance measures and oversee programming efforts. |

# 5.2 IMPLEMENTATION PERFORMANCE MEASURES

The following are best practice performance measures, each of which are meant to quantify the impact and effectiveness of active transportation projects and programs. Identifying and employing several strategies will help the City provide updates to the public on progress and advance efforts of this Plan. The City must decide on the metrics that it deems the most important to allocate limited resources towards developing and improving connections for people walking and biking and reducing fatalities and serious injuries amongst bicyclists and pedestrians.

The principles articulated through the "Six Es" of Complete Streets, a standard for active transportation planning, can help create and sustain successful programs throughout Banning. The six Es are: Education, Encouragement, Equity, Evaluation, Enforcement, and Engineering.

It is recommended that the City track the following data points annually. The following examples can be used by the City can use to assist with developing performance measures to monitor and evaluate the implementation progress of this Plan and future complete streets and safe routes to school projects.

## Education

- Number of students taught about bicycle and pedestrian safety
- Number of people reached from an educational campaign on the significance of replacing car trips
- Number of people reached from an educational campaign on how to bicycle commute
- Number of Bike Rodeo events

## Encouragement

- Percentage of mode split for people walking, bicycling, or riding transit
- Number of people reached at quick-build demonstration projects or open-street events at or near schools, parks, and key destinations
- Percentage of students or school staff who walk, bicycle, or take transit to and from school
- Percentage of Banning employees who walk, bicycle, or take transit to and from work
- Number of bicycle-friendly businesses
- Number of campaigns and people reached including Pedestrian Safety Month, Bicycle Safety Month, and Bike to Work Day

## Equity

- Number of grants funded per year that address equity-related access issues
- Number of improved pedestrian infrastructure projects installed in disadvantaged communities
- Number of intersections where signals have been optimized for people with disabilities and active transportation
- Percentage of schools, parks, and medical buildings connected by bicycle facilities
- Percentage of transit stops that meet ADA compliance and provide shelter

## Evaluation

- Total rate of bicycle and pedestrian collisions, fatalities, and serious injuries based on volumes of people walking and biking
- Total number of bicycle and pedestrian collisions, fatalities, and serious injuries
- Percent reduction of fatalities or serious injuries caused by collisions involving people walking and bicycling
- Percentage of new street projects that are multimodal
- Annual percentage increase in number of boardings and alightings with City limits
- Conducting bicycle and pedestrian counts to monitor increase in non-motorized activities

## Enforcement

- Number of vehicles ticketing for parking in bicycle lanes or bus loading zones
- Percentage of streets where speed surveys have been conducted
- Number of sting operations conducted to enforce yielding to pedestrians in crosswalks
- Number of sting operations conducted to enforce motorists complying with No Right Turn On Red
- Number of Red Light Running cameras in the City

## Engineering

- Number of quick-build installations in front of schools, parks, and key destinations
- Number of quick-builds that become permanent infrastructure
- Percent of total citywide street mileage dedicated to active transportation facilities (such as bicycle parking, street closures, Class I, II, III, & IV bicycle facilities, and complete sidewalk networks)
- Percent of sidewalks constructed
- Percent of proposed bicycle network implemented
- Number of CIP projects funded per year that include projects for people walking and biking
- Percent of bicycle and sidewalk repairs completed
- Percent of streets and intersections with traffic calming measures
- Percent of streets where posted speed limits have been reduced, focusing around schools, parks, and key destinations
- Total miles of on-street bicycle facilities defined by streets with clearly marked or signed bicycle accommodations
- Total miles of streets with pedestrian accommodations
- Number of missing or non-compliant curb ramps along City Streets
- Number of ADA compliant bus stops
- Percent of street width dedicated to active transportation facilities
- Percent of bicycle facilities with wayfinding
- Number of bicycle routes installed

## 5.3 FUNDING

Federal, state and local government agencies invest billions of dollars every year in the nation's transportation system. However, only a fraction of those funds are used to develop policies, plans, and projects to improve conditions for people walking and bicycling. Obtaining funds is a competitive process with often limited funding. Projects desired and championed by the community are often unfunded due to municipalities applying for the wrong type of funding, the lack of awareness of existing funding opportunities, or the lack of public outreach.

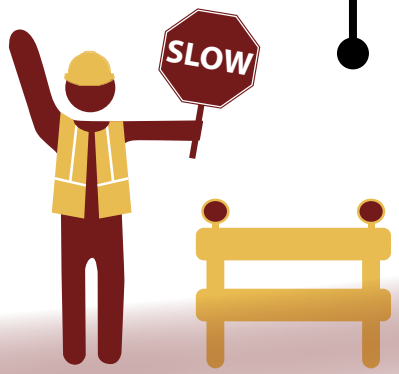
### 5.3.1 FUNDING TABLES

Table 5-2, Table 5-3, and Table 5-4 identify an extensive list of potential federal, state and local funding opportunities that may be used for a wide range of projects, such as the design of a corridor, to the addition of pedestrian and bicycle enhancements.



## IMPLEMENT PROJECT

Award grantees must adhere to project conditions of award and may begin implementation of project.








## MONITOR & REPORT

Progress is monitored by the agency who awarded funds and the grantee must report progress as well as closeout requirements.

## TABLE 5-2: Federal Funding Sources

| FEDERAL FUNDING | | | | | | | |
|---|---|---|---|---|---|---|---|
| FUNDING SOURCE | | PURPOSE/ DESCRIPTION | FUNDING CYCLE | PROJECT TYPE | | | PROJECT EXAMPLES |
| | | | | INF. | NI | PLAN | |
| 1 | Active Transportation Infrastructure Investment Grant Program (ATIIP)<br><br>https://grants.gov/search-results-detail/353043 | The Active Transportation Infrastructure Investment Grant Program (ATIIP) is a competitive grant program that focuses on building networks of connected bicycle and pedestrian infrastructure improvements, including to better connect trail networks between communities. | Annually | X | | X | • Plan, design, or construct safe and connected active transportation networks such as sidewalks, bikeways, and trails that connect destinations such as schools, workplaces, residences, businesses, recreation areas and medical facilities within a community or metropolitan region.<br>• Projects used for trails, pedestrian facilities, bikeways and other routes that serve as backbones to connect two or more communities, metropolitan regions or states. |
| 2 | All Stations Accessibility Program<br><br>https://www.transit.dot.gov/ASAP | Competitive funding to assist in the financing of capital projects to upgrade the accessibility of legacy rail fixed guideway public transportation systems for persons with disabilities, including those who use wheelchairs (U.S. Department of Transportation). | Annually | X | | X | • Capital projects to repair, improve, modify, retrofit, or relocate infrastructure of stations or facilities for passenger use, including load-bearing members that are an essential part of the structural frame<br>• For planning projects: to develop or modify a plan for pursuing public transportation accessibility projects, assessments of accessibility, or assessments of planned modifications to stations or facilities for passenger use projects or programs of projects in an eligible area. |
| 3 | Areas of Persistend Poverty Program (AoPP)<br><br>https://www.transit.dot.gov/grant-programs/areas-persistent-poverty-program | The Areas of Persistent Poverty Program (AoPP) supports increased transit access for environmental justice (EJ) populations, equity-focused community outreach and public engagement of underserved communities and adoption of equity-focused policies, reducing greenhouse gas emissions, and addressing the effects of climate change (Federal Transit Administration). | Annually | | | X | • Planning, engineering, or development of technical or financing plans for improved transit services; new transit routes; engineering for transit facilities and improvements to existing facilities.<br>• Innovative technologies; planning for low or no emission buses; planning for a new bus facility or intermodal center that supports transit services; integrated fare collections systems; or coordinated public transit human service transportation plans to improve transit service in an Area of Persistent Poverty or Historically Disadvantaged Community. |
| 4 | Bus and Bus Facilities Formula Grants<br><br>https://www.transit.dot.gov/bus-program | The Grants for Buses and Bus Facilities Competitive Program (49 U.S.C. 5339(b)) makes federal resources available to states and direct recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities. (Federal Transit Administration) | Annually | X | X | | • Capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities.<br>• Workforce development training |

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| FEDERAL FUNDING | | | | | | | |
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| FUNDING SOURCE | | PURPOSE/ DESCRIPTION | FUNDING CYCLE | PROJECT TYPE | | | PROJECT EXAMPLES |
| | | | | INF. | NI | PLAN | |
| 5 | Choice Neighborhoods Planning Grants<br><br>https://www.hud.gov/program_offices/public_indian_housing/programs/ph/cn/fy23funding | Choice Neighborhoods Planning Grants support the development of comprehensive neighborhood revitalization plans which focus on directing resources to address three core goals: Housing, People, and Neighborhood. (U.S. Department of Housing and Urban Development) | Annually | | X | | • Development and implementation of a comprehensive community driven plan for the revitalization of HUD assisted housing to increase investment and opportunities in the neighborhood for residents.<br>• Transformation Plan. |
| 6 | Community Development Block Grants (CDBG)<br><br>https://www.hud.gov/program_offices/comm_planning/cdbg | The Community Development Block Grant (CDBG) Program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities through decent housing and a suitable living environment, and by expanding economic opportunities for principally low- and moderate-income communities. (U.S. Department of Housing and Urban Development) | Annual | X | | | • Construction of public facilities and improvements, such as: water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes. |
| 7 | Enhanced Mobility of Seniors and Individuals with Disabilities<br><br>https://dot.ca.gov/programs/rail-and-mass-transportation/enhanced-mobility-of-seniors-and-individuals-with-disabilities-program-fta-5310 | The goal of this program is to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options. | Annually | X | X | | • Mobility management programs<br>• Building an accessible path to a bus stop<br>• improving signage, or way-finding technology |
| 8 | EPA Brownfields Program<br><br>https://www.epa.gov/brownfields/types-funding | EPA's Brownfields Program supports land revitalization by providing grants and technical assistance to help communities clean up and sustainably reuse brownfield sites. The program distributes funds appropriated annually by Congress through competitive grants, non-competitive funding and technical assistance. (U.S. Environmental Protection Agency)<br><br>Planning activities that focus on brownfields reuse are eligible under an EPA Brownfields Assessment or Multipurpose Grant. | Varies | | X | X | • Brownfield cleanup<br>• Climate-smart brownfields planning activities (i.e., site specific analysis, area analysis, visual tools, disproportionate impact analysis).<br>• Community engagement and planning practices that are designed to advance equitable development (i.e., community interviews, project framework, change-focused action plan). |

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| FEDERAL FUNDING | | | | | | | |
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| FUNDING SOURCE | | PURPOSE/ DESCRIPTION | FUNDING CYCLE | PROJECT TYPE | | | PROJECT EXAMPLES |
| | | | | INF. | NI | PLAN | |
| 9 | Formula Grants for Rural Areas<br><br>https://www.transit.dot.gov/rural-formula-grants-5311 | The Formula Grants for Rural Areas program provides capital, planning, and operating assistance to states to support public transportation in rural areas with populations of less than 50,000, where many residents often rely on public transit to reach their destinations. The program also provides funding for state and national training and technical assistance through the Rural Transportation Assistance Program. (Federal Transit Administration) | Annually | | X | X | • Eligible activities include planning, capital, operating, job access and reverse commute projects, and the acquisition of public transportation services. |
| 10 | Highway Safety Improvement Program (HSIP)<br><br>https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program | The Highway Safety Improvement Program (HSIP) is a core Federal-aid program with the purpose to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-State-owned roads and roads on tribal land. The HSIP requires a data-driven, strategic approach to improving highway safety on all public roads with a focus on performance. (U.S. Department of Transportation Federal Highway Administration)<br><br>California's share of HSIP funds are split between the State HSIP for state highways and the Local HSIP for local roads | Annually / Biennial | X | | X | • Safety improvements at signalized and non-signalized intersections<br>• Pedestrian, bike, and roadway safety improvements<br>• Install hybrid pedestrian signals<br>• Improve pedestrian and bicycle safety at locations with uncontrolled crossings<br>• Plans |
| 11 | 5339(c) Low or No Emission Grant Program (Low-No Program)<br><br>https://www.transit.dot.gov/notices-funding/low-or-no-emission-and-grants-buses-and-bus-facilities-competitive-programs-fy2024 | The purpose of the Low-No Program is to support the transition of the nation's transit fleet to the lowest polluting and most energy efficient transit vehicles. The Low-No Program provides funding to state and local governmental authorities for the purchase or lease of zero-emission and low-emission transit buses, including acquisition, construction, and leasing of required supporting facilities. | Annually | X | X | | • Programs that have zero-emission and low emission transit buses |

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| FEDERAL FUNDING | | | | | | | |
|---|---|---|---|---|---|---|---|
| FUNDING SOURCE | | PURPOSE/ DESCRIPTION | FUNDING CYCLE | PROJECT TYPE | | | PROJECT EXAMPLES |
| | | | | INF. | NI | PLAN | |
| 12 | Innovative Coordinated Access and Mobility (ICAM) Pilot Program<br><br>https://www.transit.dot.gov/funding/grants/grant-programs/access-and-mobility-partnership-grants | This funding opportunity seeks to improve mobility options through employing innovative coordination of transportation strategies and building partnerships to enhance mobility and access to vital community services for older adults, individuals with disabilities, and people of low income. | Annually | | X | X | • Transportation projects with a focus on employing mobility management strategies, vehicle purchase, IT purchase, leasing equipment or a facility for use in public transportation etc |
| 13 | Mobility on Demand (MOD) Sandbox Demonstration Program - 5312<br><br>https://www.transit.dot.gov/research-innovation/mobility-demand-mod-sandbox-program | The MOD Sandbox Program is a foundational element of FTA's strategic research focus on mobility innovation. the Sandbox allows communities to creatively leverage a range of mobility options from bike- and car-sharing systems to demand-responsive bus services. | Annually | | | X | Eligible activities include:<br>• All activities leading to the demonstration of the innovative MOD and transit integration concept, such as planning and developing business models, obtaining equipment and service, acquiring/developing software and hardware interfaces to implement the project, and operating the demonstration. |
| 14 | Public Transportation on Indian Reservations Program; Tribal Transit Program<br><br>https://www.transit.dot.gov/tribal-transit | The Tribal Transit Program is a set-aside from the Formula Grants for Rural Areas program consisting of a $30 million formula program and a $5 million discretionary grant program subject to the availability of appropriations. A 10-percent local match is required under the discretionary program, however, there is no local match required under the formula program. | Unknown | | | X | • Capital, operating, planning, and administrative expenses for public transit projects that meet the growing needs of rural tribal communities |
| 15 | Rebuilding American Infrastructure with Sustainability and Equity / RAISE Discretionary Grant Program<br><br>https://www.transportation.gov/RAISEgrants | Previously known as the Better Utilizing Investments to Leverage Development (BUILD) and Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grant, The Rebuilding America Infrastructure with Sustainability and Equity/ RAISE Discretionary Grant Program, funds projects that have a significant local or regional impact. Half of the funding is granted to projects in rural areas, and half of the funding will go to projects in urban areas. (U.S. Department of Transportation) | Annually | X | | | • Road, rail, transit and port projects that promise to achieve national objectives. |

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| FEDERAL FUNDING | | | | | | | |
|---|---|---|---|---|---|---|---|
| FUNDING SOURCE | | PURPOSE/ DESCRIPTION | FUNDING CYCLE | PROJECT TYPE | | | PROJECT EXAMPLES |
| | | | | INF. | NI | PLAN | |
| 16 | Reconnecting Communities and Neighborhoods Grant Program (RCN)<br><br>https://www.transportation.gov/grants/rcnprogram/reconnecting-communities-how-apply | Reconnecting Communities Pilot (RCP) and Neighborhood Access and Equity (NAE) programs combine two major discretionary grants into one Notice of Funding Opportunity (NOFO). Together, this combined program will be known as the Reconnecting Communities and Neighborhoods (RCN) Program. Both programs remain separate for the purpose of award Under the combined RCN Program, USDOT offers three grant types:<br>• Capital Construction<br>• Community Planning<br>• Regional Partnerships Challenge (U.S. Department of Transportation) | Annually | X | | X | • Prioritizing disadvantaged communities<br>• Aiming to improve access to daily needs such as jobs, education, healthcare, food, and recreation.<br>• Fostering equitable development and restoration.<br>• Reconnecting communities by removing, retrofitting, or mitigating highways or other transportation facilities that create barriers to community connectivity, including to mobility, access, or economic development. |
| 17 | Safe Streets and Road for All (SS4A)<br><br>https://www.transportation.gov/grants/SS4A | The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries.<br><br>There are two types of SS4A grants: Action Plan Grants and Implementation Grants.<br>- Action Plan Grants assist in developing or complete an Action Plan or to conduct supplemental planning activities.<br>- Implementation Grant includes infrastructure, behavioral, and operational safety activities identified in an Action Plan (U.S. Department of Transportation) | Annually | X | X | X | • Development of a comprehensive safety action plan (Action Plan)<br>• Implement projects and strategies identified in Action Plan to address a roadway safety problem<br>• Engagement & Collaboration<br>• Planning structure<br>• Transforming a roadway corridor<br>• Installing pedestrian safety enhancements and closing network gaps<br>• Supporting the development of bikeway networks<br>• Evaluating and improving the safety of intersections |
| 18 | Strengthening Mobility and Revolutionizing Transportation (SMART) Grants Program<br><br>https://www.transportation.gov/grants/SMART | The Strengthening Mobility and Revolutionizing Transportation (SMART) Grants Program was established to provide grants to eligible public sector agencies to conduct demonstration projects focused on advanced smart community technologies and systems in order to improve transportation efficiency and safety. SMART is a discretionary grant program with $100 million appropriated annually for fiscal years (FY) 2022-2026. | Annually | X | | | A SMART grant may be used to carry out a project that demonstrates at least one of the following:<br>• Coordinated automation<br>• Connected vehicles<br>• Sensors<br>• Systems integration<br>• Delivery/logistics<br>• Innovative aviation<br>• Smart grid<br>• Traffic signals |

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| FEDERAL FUNDING | | | | | | | |
|---|---|---|---|---|---|---|---|
| FUNDING SOURCE | | PURPOSE/ DESCRIPTION | FUNDING CYCLE | PROJECT TYPE | | | PROJECT EXAMPLES |
| | | | | INF. | NI | PLAN | |
| 19 | Transit Oriented Development Planning (TOD) Pilot Program<br><br>https://www.transit.dot.gov/TODPilot | The Pilot Program for TOD Planning helps support FTA's mission of improving America's communities through public transportation by providing funding to local communities to integrate land use and transportation planning with a new fixed guideway or core capacity transit capital investment. (Federal Transit Administration) | Annually | X | | X | • Comprehensive planning funded through the program must examine ways to improve economic development and ridership, foster multimodal connectivity and accessibility, improve transit access for pedestrian and bicycle traffic, engage the private sector, identify infrastructure needs, and enable mixed-use development near transit stations. |
| 20 | Transportation Alternatives (TA)<br><br>https://www.fhwa.dot.gov/environment/transportation_alternatives/ | The Transportation Alternatives (TA) Set-Aside from the Surface Transportation Block Grant (STBG) Program provides funding for a variety of generally smaller-scale transportation projects. (U.S. Department of Transportation Federal Highway Administration) | Annually | X | | X | • Pedestrian and bicycle facilities<br>• Construction of turnouts, overlooks, and viewing areas<br>• Community improvements such as historic preservation and vegetation management<br>• Environmental mitigation related to stormwater and habitat connectivity<br>• Recreational trails<br>• Safe routes to school projects<br>• Vulnerable road user safety assessments |
| 21 | Tribal Transportation Program Safety Fund (TTPSF)<br><br>https://highways.dot.gov/federal-lands/programs-tribal/safety/funds | Each year under the Bipartisan Infrastructure Law (BIL), as enacted by the Infrastructure Investment and Jobs Act (Public Law 117-58), 4% of the available TTP funds are set aside to address transportation safety issues identified by federally recognized Indian tribes through a competitive, discretionary program. Projects are chosen whose outcomes will reduce fatal and serious injuries in transportation related incidents, such as motor vehicle crashes (Federal Highway Administration) | Annually | X | | X | Eligible projects for the TTPSF include:<br>• develop and update transportation safety plans<br>• safety data assessment, improvement, and analysis<br>• systemic roadway departure countermeasures<br>• infrastructure improvements and other eligible activities |
| 22 | Urban and Community Forestry Program<br><br>https://www.fs.usda.gov/managing-land/urban-forests/ucf | The Urban and Community Forestry is a covered program under the Agency's Justice40 Initiative. The program delivers 40% of the program's investments through established and new partnerships working to support disadvantaged communities experiencing low tree canopy and environmental justice issues. (U.S. Department of Agriculture Forest Service & USDA) | Varies | X | | | • Supports urban tree-planting<br>• Urban forest planning and management and related activities (particularly in disadvantaged communities) |

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| FEDERAL FUNDING | | | | | | | |
|---|---|---|---|---|---|---|---|
| FUNDING SOURCE | | PURPOSE/ DESCRIPTION | FUNDING CYCLE | PROJECT TYPE | | | PROJECT EXAMPLES |
| | | | | INF. | NI | PLAN | |
| 23 | Urbanized Area Formula Grants | The Urbanized Area Formula Funding program (49 U.S.C. 5307) makes federal resources available to governors and other recipients for transit capital and operating assistance and transportation-related planning in urbanized areas. (Federal Transit Administration) | Unknown | X | X | X | • Eligible activities include: planning, engineering, design and evaluation of transit projects and other technical transportation-related studies.<br>• Capital investments in bus and bus-related activities such as replacement, overhaul and rebuilding of buses, crime prevention and security equipment and construction of maintenance and passenger facilities.<br>• Capital investments in new and existing fixed guideway systems including rolling stock, overhaul and rebuilding of vehicles, station infrastructure, track, signals, communications, and computer hardware and software.<br>• In addition, associated transit improvements, workforce development activities, and certain expenses associated with mobility management programs are eligible under the program. |

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## TABLE 5-3: State Funding Sources

| STATE FUNDING | | | | | | | |
|---|---|---|---|---|---|---|---|
| FUNDING SOURCE | | PURPOSE/ DESCRIPTION | FUNDING CYCLE | PROJECT TYPE | | | PROJECT EXAMPLES |
| | | | | INF. | NI | PLAN | |
| 1 | Active Transportation Program (ATP)<br><br>https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/active-transportation-program | The program encourages increased use of active modes of transportation by the increase of trips accomplished by biking and walking, increasing safety and mobility for non-motorized users, advance active transportation efforts to achieve greenhouse gas (GHG) reduction goals, enhance public health, ensuring that disadvantaged communities fully share in the benefits of the program, and providing projects that benefit various types of active transportation users. (Caltrans) | Annually | X | X | X | • Safe Routes to School Plan<br>• Transportation Alternatives Program<br>• Bicycle Transportation Account |
| 2 | Affordable Housing and Sustainable Communities Program (AHSC)<br><br>https://www.hcd.ca.gov/grants-and-funding/programs-active/affordable-housing-and-sustainable-communities | The Affordable Housing and Sustainable Communities Program (AHSC) funds land use, housing, transportation, and land preservation projects to support infill and compact development that reduce greenhouse gas emissions. (California Climate Investments) | Annually | X | X | | • Class I, II, III, & IV bike lanes<br>• Active transportation projects to encourage connectivity to transit networks<br>• Bikeways and sidewalks to affordable housing and transit center<br>• Install dedicated bicycle facilities<br>• Pedestrian facilities such as bulb-outs |
| 3 | Affordable Housing and Sustainable Communties (AHSC)<br><br>https://sgc.ca.gov/programs/ahsc/ | The Affordable Housing and Sustainable Communities (AHSC) Program makes it easier for Californians to drive less by making sure housing, jobs, and key destinations are accessible by various modes of transportation such as walking, biking, and transit. (California Strategic Growth Council) | Annually | X | | | • Funding for affordable housing developments (new construction or renovation) and transportation infrastructure (i.e., bike lanes, sidewalks, crosswalks, curb ramps, etc.) |
| 4 | Congestion Mitigation and Air Quality Improvement (CMAQ) Program<br><br>https://www.fhwa.dot.gov/environment/air_quality/cmaq/ | The purpose of the program is to provide flexible funding source to State and local governments for transportation projects and programs to help meet the requirements of the Clean Air Act. The program supports surface transportation projects and other related efforts that contribute to air quality improvement and congestion relief. (U.S. Department of Transportation Federal Highway Administration) | Annually | X | | | • Travel Demand Management to promote clean commutes<br>• Public Education and Outreach<br>• Bicycle amenities; Class I, II, III, & IV bike lanes |

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| STATE FUNDING | | | | | | | |
|---|---|---|---|---|---|---|---|
| FUNDING SOURCE | | PURPOSE/ DESCRIPTION | FUNDING CYCLE | PROJECT TYPE | | | PROJECT EXAMPLES |
| | | | | INF. | NI | PLAN | |
| 5 | Habitat Conservation Fund Program<br><br>https://www.parks.ca.gov/?page_id=21361 | The Habitat Conservation Fund provides funding to cities, counties, and districts to protect fish, wildlife, and native plant resources; to acquire or develop wildlife corridors and trails; and to provide for nature interpretation programs and other programs which bring urban residents into park and wildlife areas. | Annually | X | X | | • Build new trails<br>• Rehabilitate existing trails<br>• Install interpretive trail elements<br>• Install seating or lighting along trails<br>• Develop educational or interpretive activities or trips<br>• Aquisition of land |
| 6 | Local Highway Safety Improvement Program (HSIP)<br><br>https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program | The Program funds work on any public road or publicly owned bicycle or pedestrian pathway or trail, or on tribal lands for general use of tribal members, that improves the safety for its users. Project maximum funding- $10M. Solicitation varies from annually to semi-annually. (Caltrans) | Anually / Biennial | X | | X | • Install hybrid pedestrian signals<br>• Improve pedestrian and bicycle safety at locations with uncontrolled crossings<br>• Plans |
| 7 | Local Partnership Program (LPP)<br><br>https://catc.ca.gov/programs/sb1/local-partnership-program | The primary objective of this program is to provide funding to counties, cities, districts, and regional transportation agencies in which voters have approved fees or taxes dedicated solely to transportation improvements or that have imposed fees, including uniform developer fees, dedicated solely to transportation improvements. Funding includes $200M/year to improve aging Infrastructure, Road Conditions, Active Transportation, Transit and rail, Health and Safety Benefits. (California Transportation Commission) | Biennial | X | | | • Close sidewalk gap, install Class II bike lanes and cycle track, curb extensions, pedestrian enhancements, improvements to lighting and signage<br>• Construct 4 single-lane and 1 multi-lane roundabouts, and improvements to street, pedestrian and bicycle facilities<br>• Expressway pedestrian overcrossing |
| 8 | Local Streets and Roads (LSR) Program<br><br>https://catc.ca.gov/programs/sb1/local-streets-roads-program | The purpose of the program is to provide funds to cities and counties for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system. (California Transportation Commission) | Annually | X | | | • Basic road maintenance, rehabilitation, and critical safety projects.<br>• Complete Streets Components<br>• Bike Lanes |
| 9 | Office of Traffic Safety Grant Program (OST)<br><br>https://www.ots.ca.gov/grants/gems/ | The Program provides annual funds to prevent serious injury and death resulting from motor vehicle crashes so that all roadway users arrive at their destination safely. Funds can be used for bicycle and pedestrian safety. (California Office of Traffic Safety) | Annually | | X | X | • Safety education and encouragement<br>• Campaigns to promote safety<br>• SRTS safety programs |

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| STATE FUNDING | | | | | | | |
|---|---|---|---|---|---|---|---|
| FUNDING SOURCE | | PURPOSE/ DESCRIPTION | FUNDING CYCLE | PROJECT TYPE | | | PROJECT EXAMPLES |
| | | | | INF. | NI | PLAN | |
| 10 | Recreational Trails Program (RTP) Non-motorized<br><br>https://www.parks.ca.gov/?page_id=24324 | The Recreational Trails Program (RTP) is a federal U.S. Department of Transportation grant program administered by the California Department of Parks and Recreation. The RTP provides funding to develop and maintain recreational trails and trail-related facilities for both non-motorized and motorized recreational trail uses.The Recreational Trails Program (RTP) provides funds annually to develop non-motorized recreational trails and trails-related facilities. (California Department of Parks and Recreation) | Annually | X | X | | • Construction of Class I trails to close gaps<br>• New hiking trails, drainage crossings, retaining walls, fencing, and signage, landscaping<br>• Acquisition of land<br>• Rehabilitation of trails, Trailside and Trailhead Facilities<br>• Construction of new trails<br>• Maintenance of existing trails |
| 11 | Solutions for Congested Corridors (SCCP)<br><br>https://catc.ca.gov/programs/sb1/solutions-for-congested-corridors-program | The purpose of the program is to provide funding to achieve a balanced set of transportation, environmental, and community access improvements to reduce congestion throughout the state. (California Transportation Commission) | Annually | X | | X | • New or existing transit infrastructure improvements for new or improved service<br>• Adding new or improving existing rail infrastructure<br>• Addition of high-occupancy vehicle lanes and managed lanes.<br>• Closing gaps in the street network<br>• Bicycle facilities such as dedicated bicycle lanes, separated bikeways, bicycle parking, and secure storage<br>• Pedestrian facilities |
| 12 | State Highway Operations and Protection Program (SHOPP)<br><br>https://catc.ca.gov/programs/state-highway-operation-and-protection-program | The Program is the State Highway System's "fix it first" program that funds repairs and preservation, emergency repairs, safety improvements, and some highway operational improvements on the State Highway System. (Caltrans) | Annually | X | | | • Upgrade sidewalks to ADA compliance<br>• Reconstruct damaged pavement<br>• Add bike lanes to updated corridors<br>• Upgrade pedestrian push buttons, refresh striping, and improve pedestrian and bicycle access |
| 13 | State Transportation Improvement Program (STIP)<br><br>https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/state-transportation-improvement-program | The STIP is a multi-year program adopted by the Commission for future allocations of certain state transportation funds for state highway improvements, intercity rail, and regional highway and transit improvements. Local agencies should work through their Regional Transportation Planning Agency (RTPA), County Transportation Commission, or Metropolitan Planning Organization (MPO), as appropriate, to nominate projects for inclusion in the STIP. (Caltrans) | Biennial | X | | | • Bike/ped Overcrossing and Access Improvements and bicycle and pedestrian bridge<br>• Class I, II, III, & IV bike lanes<br>• Multi-Use paths<br>• Complete Streets improvements |

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| STATE FUNDING | | | | | | | |
|---|---|---|---|---|---|---|---|
| FUNDING SOURCE | | PURPOSE/ DESCRIPTION | FUNDING CYCLE | PROJECT TYPE | | | PROJECT EXAMPLES |
| | | | | INF. | NI | PLAN | |
| 14 | Sustainable Transportation Equity Project (STEP)<br><br>https://ww2.arb.ca.gov/our-work/programs/sustainable-transportation-equity-project | The Program makes funds available for one to three implementation block grants to fund clean transportation and land use projects in disadvantaged communities. Funded projects will work together to increase community residents' access to key destinations so they can get where they need to go without the use of a personal vehicle (California Climate Investments) | Annually | X | X | X | • New bike routes (Class I, Class II, or Class IV) and supporting infrastructure<br>• Publicly-accessible bike parking, storage, and repair infrastructure (e.g., bike racks, bike lockers, bike repair kiosks)<br>• New walkways that improve mobility/access/safety of pedestrians (nonmotorized users)<br>• Street crossing enhancements, including accessible pedestrian signals<br>• Plans |
| 15 | Sustainable Transportation Planning Grants<br><br>https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning/sustainable-transportation-planning-grants | The program includes funding to encourage local and regional planning that furthers state goals, including, but not limited to, the goals and best practices cited in the Regional Transportation Plan Guidelines adopted by the California Transportation Commission. The Sustainable Transportaion Planning Grant Program includes the Sustainable Communities Grants, Climate Adaptation Planning Grants, and the Strategic Partnership Grants. | Annually | | | X | • Safe Routes to School Plan<br>• Active Transportation Plan<br>• Bike/ped Trail/Path Feasibility Study<br>• Complete Streets Plan<br>• Sustainable Communities Plan<br>• Transit-Oriented Development Plan<br>• First/Last Mile Connectivity Plan" |
| 16 | Transformative Climate Communities (TCC)<br><br>http://www.sgc.ca.gov/programs/tcc/ | The Program funds community-led development and infrastructure projects that achieve major environmental, health, and economic benefits in California's most disadvantaged communities. (California Climate Investments) | Annually | X | | | • Bike share program<br>• Creating and considering active transportation corridors for better non-motorized connections<br>• Multi-use paths<br>• Urban greening for pedestrian facilities |
| 17 | Transit and Intercity Rail Capital Program (TIRCP)<br><br>https://dot.ca.gov/programs/rail-and-mass-transportation/transit-and-intercity-rail-capital-program | The TIRCP provides grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. (California State Transportation Agency) | Annually | X | X | X | • Pedestrian and bike trail<br>• First/last mile connections via bike lanes and separated paths<br>• Bike share programs<br>• Bike parking facilities<br>• Plans |

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| STATE FUNDING | | | | | | | |
|---|---|---|---|---|---|---|---|
| FUNDING SOURCE | | PURPOSE/ DESCRIPTION | FUNDING CYCLE | PROJECT TYPE | | | PROJECT EXAMPLES |
| | | | | INF. | NI | PLAN | |
| 18 | Urban Greening<br><br>https://resources.ca.gov/grants/urban-greening | The Program supports the development of green infrastructure projects that reduce GHG emissions and provide multiple benefits. Must include at least one of the following:<br>• Sequester and store carbon by planting trees<br>• Reduce building energy use by strategically planting trees to shade buildings<br>• Reduce commute vehicle miles traveled by constructing bicycle paths, bicycle lanes or pedestrian facilities that provide safe routes for travel between residences, workplaces, commercial centers, and schools. (California Climate Investments) | Annually | X | | | • Non-motorized urban trails that provide safe routes for both recreation and travel between residences, workplaces, commercial centers, and schools<br>• Projects that expand or improve the usability of existing active transportation routes (e.g., walking or bicycle paths) or create new active transportation routes that are publicly accessible by walking<br>• Complete Green Streets |

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**TABLE 5-4: Local and Philanthropic Funding**

| LOCAL AND PHILANTHROPIC FUNDING | | | | | | | |
|---|---|---|---|---|---|---|---|
| FUNDING SOURCE | | PURPOSE/ DESCRIPTION | FUNDING CYCLE | PROJECT TYPE | | | PROJECT EXAMPLES |
| | | | | INF. | NI | PLAN | |
| 1 | Placemaking Grants (must partner with Realtor Asst.)<br><br>https://realtorparty.realtor/community-outreach/placemaking | Placemaking means many things to different people, but the National Association of Realtors (NAR) looks as placemaking as a way to make communities better places to live by transforming unused and underused sites and "eyesores" into welcoming destinations accessible to everyone in a community. | Annually | | X | | • Amenities (street furniture, paint, signage, materials, landscaping, murals, etc.)<br>• Site preparation<br>• Artist fees |
| 2 | Smart Growth Grant<br><br>https://realtorparty.realtor/community-outreach/smart-growth/ | Smart Growth Grants support state and local REALTOR® Associations' efforts to advance programs, policies and initiatives aligned with one or more of the 10 Smart Growth Principles.<br>Level 1 – $3,000 maximum.<br>Level 2 – $7,500 maximum<br>Level 3 – $15,000 maximum | Annually | | | X | • Hosting an education, such as NAR's Planning and Zoning Class<br>• Community planning and visioning charrettes<br>• Studies and assessments<br>• Walkability Workshops and Audits<br>• Comprehensive plan and zoning analysis and ordinance drafting and policy forums to engage and advance local land-use<br>• Growth and transportation policy issues with other stakeholders and elected officials.<br>• Venue rentals<br>• Marketing material |

INF - Infrastructure NI - Non-Infrastructure Plan - Planning




# APPENDICES 6

# 6.1 APPENDIX A - LEGISLATION DEFINITIONS

## Federal Legislation

### Interim Approval for Optional Use of an Intersection Bicycle Box (IA-18)

Intersection bicycle boxes are designated areas at signalized intersections that provide bicyclists with a space in which to wait in front of stopped motor vehicles during the red signal phase so that they are more visible to motorists. Since they are still considered experimental traffic control devices, the FHWA issued an Interim Approval to allow the provisional use of intersection bicycle boxes in October 2016. This Interim Approval does not create a new mandate compelling the use of intersection bicycle boxes but will allow agencies to install intersection bicycle boxes, pending official rulemaking revising the MUTCD, to facilitate more efficient operations at intersections. Interim Approval of a provisional device typically results in its inclusion in a future Notice of Proposed Amendments to revise the MUTCD. However, this Interim Approval does not guarantee the adoption of the provisional device, either in whole or in part, in any future rulemaking that revises the MUTCD.

### Infrastructure Investment and Jobs Act (2021) and Safe Streets for All (SS4A)

In November 2021, Congress passed a new transportation bill, the Infrastructure Investment and Jobs Act of 2021, also known as the Bipartisan Infrastructure Law. The law targets a wide variety of infrastructure investments aimed at reducing GHG emissions from the nation's transportation network and increasing the resilience of transportation infrastructure to extreme weather and climate impacts. Among other things, the law allocates $1.4 billion for the Transportation Alternatives Program in FY 2022, which will support pedestrian and bicycle infrastructure, recreational trails, safe routes to school, and more. Additionally, the law provides $1 billion in FY 2022 for the new Safe Streets and Roads for All program, which will provide funding directly to local and tribal governments to make streets safer with a particular focus on those walking, biking, and rolling.

## State Legislation

### AB-32 Air Pollution: Greenhouse Gases California Global Warming Solutions Act of 2006 (2005-2006)

AB-32 requires California to reduce its GHG emissions to 1990 levels by 2020. AB-32 also directs the California Air Resources Board (CARB) to develop specific early actions to reduce greenhouse gases while also preparing a scoping plan to identify how best to reach the 2020 limit.

### AB-43 Traffic Safety (2021)

AB-43 allows local jurisdictions to lower speed limits to make streets safer for people who walk and ride a bicycle. In particular, AB-43 gives local authorities more options for reducing speeding along high-injury streets and commercial districts.

### AB-285 Forecast Impacts of Emerging Technologies (2019)

AB-285 requires the California Transportation Plan (CTP), produced by Caltrans, to address how it will help meet state GHG emission and clean air goals. Starting in 2025, the CTP will have to forecast the potential impacts of future transportation technologies on infrastructure, access, and the overall transportation system. It will also be required to consider environmental justice in its planning for transportation and freight movement.

### AB-361 Vehicles: Photographs of Bicycle Lane Parking Violations (2023)

AB-361 allows local jurisdictions to install forward-facing parking control devices on city-owned parking enforcement vehicles and take photographs of parking violations in bicycle lanes. AB-361 enables local jurisdictions to review parking violations and issue citations to the registered owner of a vehicle within 15 calendar days.

### AB-390 Pedestrian Crossing Signals (2017)

AB-390 authorizes a pedestrian facing a flashing "DON'T WALK" or "WAIT" or approved "Upraised hand" symbol with a "countdown" signal to proceed, so long as the pedestrian completes the crossing before the display of the steady "DON'T WALK OR WALK" or "WAIT" or approved "Upraised Hand" symbol.

### AB-413 Vehicles: stopping, standing, and parking (2023)

AB-413, also known as the Daylighting to Save Lives Bill, changes the California Vehicle Code to prohibit the stopping, standing, or parking of a vehicle within 20 feet of the vehicle approach side of any unmarked or marked crosswalk or 15 feet of any crosswalk where a curb extension is present. AB-413 will improve visibility for vehicles approaching crosswalks by giving them more time to see and yield to a person approaching an intersection. Prior to January 1, 2025, AB-413 jurisdictions may only issue a warning for a violation unless the violation occurs in an area marked using paint or a sign.

### AB-712 Tenancy: personal micromobility devices (2023)

AB-712 prohibits landlords from prohibiting a tenant from owning personal micromobility devices or from storing and recharging up to one personal micromobility device in their dwelling unit for each person occupying the unit.

### AB-773 Street Closures and Designations (2021)

AB-773 authorizes local authorities to adopt a rule or regulation to implement a slow streets program, which may include closures to vehicular traffic or through vehicular traffic of neighborhood local streets with connections to citywide bicycle networks, destinations that are within walking distance, or green space.

### AB-902 Traffic Violations and Diversion Programs (2015)

AB-902 allows any person of any age who commits an infraction not involving a motor vehicle to participate in a diversion program sanctioned by local law enforcement. The bill eliminates the requirement that such a program charge no fee, as well as other technical changes.

Prior law provided that a local authority may not allow a person who has committed a traffic violation under the Vehicle Code to participate in a driver awareness or education program as an alternative to the imposition of those penalties and procedures unless the program is a diversion program for a minor who commits an infraction not involving a motor vehicle and for which no fee is charged.

### AB-1096 Electric Bicycles as Vehicles (2015)

AB-1096 defines an "electric bicycle" as a bicycle with fully operable pedals and an electric motor of fewer than 750 watts and creates three classes of electric bicycles. AB-1096 prohibits the operation of the most powerful Class 3 electric bicycles on specified paths, lanes, or trails unless that operation is authorized by a local ordinance. AB-1096 also authorizes a local authority or governing body to prohibit, by ordinance, the operation of Class 1 or Class 2 electric bicycles on specified paths or trails. Prior law defined a "motorized bicycle" as a device that has fully operative pedals for propulsion by human power and has an electric motor that meets specified requirements.

### AB-1193 Bikeways (2014)

AB-1193 amends various code sections, all relating to bikeways in general, specifically by recognizing a fourth class of bicycle facility, cycle tracks. However, another component of AB-1193 may be even more significant to future bikeway development.

Prior law required Caltrans, in cooperation with county and city governments, to establish minimum safety design criteria for the planning and construction of bikeways, and requires the department to establish uniform specifications and symbols regarding bicycle travel and traffic-related matters. Prior law also required all city, county, regional, and other local agencies responsible for the development or operation of bikeways or roadways to utilize all of those minimum safety design criteria and uniform specifications and symbols.

AB-1193 revises these provisions to require Caltrans to establish minimum safety design criteria for each type of bikeway and also authorizes local agencies to utilize different minimum safety criteria if adopted by resolution at a public meeting.

### AB-1266 Bicycle Guidance Signal Through an Intersection

AB-1266 aims to make it safer for bicycle riding in California at busy intersections. The bill requires Caltrans to develop standards for lane striping, pavement markings, and appropriate regulatory signs that allow bicyclists to go straight from a right or left turn lane and to safely cross outside of the high-traffic lanes.

### AB-1358 Planning: Circulation Element: Transportation (2007-2008) - Complete Streets Act

AB-1358 requires the legislative body of a city or county, upon revision of the Circulation Element of their General Plan, to identify how the jurisdiction will provide for the routine accommodation of all users of the roadway including drivers, pedestrians, cyclists, individuals with disabilities, seniors, and public transit users. The bill also directs the California Governor's Office of Planning and Research (OPR) to amend guidelines for General Clan Circulation Element development so that the building and operation of local transportation facilities safely and conveniently accommodate everyone, regardless of their travel mode.

### AB-1371 Vehicles: bicycles: passing distance (2013-2014) - Passing Distance/Three Feet for Safety Act 2013

AB-1371, widely referred to as the "Three Foot Passing Law," requires drivers to provide at least three feet of clearance when passing bicyclists. If traffic or roadway conditions prevent drivers from giving bicyclists three feet of clearance, they must "slow to a speed that is reasonable and prudent" and wait until they reach a point where passing can occur without endangering the bicyclists. Violations are punishable by a $35 base fine, but drivers who collide with bicyclists and injure them in violation of the law are subject to a $220 fine.

### AB-1909 Vehicles: Bicycle Omnibus Bill (2022)

AB-1909 included four changes to the California Vehicle Code aimed at improving the rights of bicyclists to safely access public bikeways and streets. AB-1909 (1) requires vehicles to change lanes when passing someone on a bike if a lane is available; (2) allows Class 3 electric bicycles on a bicycle path or trail, bikeway, bicycle lane, equestrian trail, or hiking or recreational trail unless specifically prohibited by a local jurisdiction; (3) allows bicyclists to cross an intersection during a pedestrian walk signal; and (4) prohibits a jurisdiction from requiring bicycles operated within its jurisdiction to be licensed. Together, these four changes will make it easier and safer to ride a bicycle in California.

### AB-2147 Pedestrians (2022)

AB-2147 prohibits a police officer from stopping a pedestrian for specified traffic infractions, such as jaywalking, unless the street crossing is truly dangerous. AB-2147 legalizes safe street crossings and eliminates an arbitrary traffic enforcement practice that disproportionately targeted people of color.

### AB-2863 Green Building Standards: Bicycle Parking (2022)

AB-2863 requires the Department of Housing and Community Development, upon the next triennial update of the California Green Building Standards Code that occurs on or after January 1, 2023, to research and develop mandatory building standards for short-term and long-term bicycle parking in multifamily residential buildings, hotels, and motels.

### SB-1 Transportation Funding (2017)

SB-1 creates the Road Maintenance and Rehabilitation Program to address deferred maintenance on the state highway system and the local street and road system. A total of $5.4 billion will be invested annually over the next decade, which will address a backlog of repairs and upgrades. Additionally, cleaner and more sustainable travel networks will be ensured for the future, including upgrades to local roads, and transit agencies, and an expansion of the state's growing network of pedestrians and bicycle routes.

### SB 288 California Environmental Quality Act: exemptions: transportation-related projects (2020)

Exemptions exist for the California Environmental Quality Act (CEQA) and its environmental review requirements for different categories and SB 288 would further exempt from the requirements of CEQA a number of certain projects, such as: projects for the institution or increase of new bus rapid transit, bus, or light rail services on public rail or highway rights-of-way, exempt transit prioritization projects, projects that improve customer information and wayfinding for transit riders, bicyclists, or pedestrians, projects by a public transit agency to construct or maintain infrastructure to charge or refuel zero-emission transit buses, and a number of others.

### SB-375 Transportation Planning: Travel Demand Models: Sustainable Communities Strategy: Environmental Review (2007-2008) - Sustainable Communities and Climate Protection Act SB-375 Redesigning Communities to Reduce Greenhouse Gases (2008)

SB-375 seeks to reduce vehicle miles traveled (VMT) through land use and planning incentives. Key provisions require the larger regional transportation planning agencies to develop more sophisticated transportation planning models and to use them to create "preferred growth scenarios" in their regional plans that reduce greenhouse gas emissions. The bill also provides incentives for local governments to incorporate these preferred growth scenarios into the transportation elements of their general land use plans.

### SB-400 Clean Cars 4 All Program (2019)

SB-400 expands the eligible modes of transportation for which the Clean Cars 4 All (CC4A) program "mobility option" may include bike sharing and electric bikes. CC4A aims to reduce car emissions by increasing the turnover of existing vehicles and replacing them with newer, cleaner, and more efficient vehicles. Reducing emissions from existing vehicles is a component of California's State Implementation Plan for meeting air quality standards and also supports efforts to meet the state's 2030 climate change goals.

### SB-672 Traffic-Actuated Signals: Motorcycles and Bicycles (2017)

SB-672 indefinitely extends the requirement to install traffic-actuated signals to detect lawful bicycle or motorcycle traffic on the roadway. By indefinitely extending requirements regarding traffic-actuated signals applicable to local governments, SB-672 imposes a state-mandated local program. Existing law requires the state to reimburse local agencies and school districts for certain costs mandated by the state.

### SB-743 CEQA Reform (2013)

SB-743 changed the method of traffic analysis required through the California Environmental Quality Act (CEQA) for publicly and privately initiated projects. Before SB-743, transportation impacts were analyzed by quantifying traffic congestion as measured by the level of service (LOS), which resulted in mitigation measures to reduce traffic, such as building new roads or travel lanes, widening existing roads, adding turn lanes, and installing traffic control devices. Now, under SB-743, transportation impacts are assessed by quantifying how much and how far people drive, using a measure called Vehicle Miles Traveled (VMT). By measuring transportation impacts by VMT, mitigation measures can include opportunities to improve non-vehicular travel options, such as installing bicycle and pedestrian facilities, improving public transit access, and more.

### SB-922 California Environmental Quality Act Exemption: Transportation-related Projects (2022)

SB-922 extends until 2030 statutory exemptions to the California Environmental Quality Act for sustainable transportation projects, including improvements for walking, biking, public transit efficiency and wayfinding; rail stations; zero-emission transit refueling facilities; and carpooling.

### SB-932 General Plans: Circulation Element: Bicycle and Pedestrian Plans and Traffic Calming Plans (2022)

SB-932 requires cities and counties, upon any substantive revision of a general plan circulation element, to develop bicycle plans, pedestrian plans, and traffic calming plans based on the policies and goals in the circulation element. SB-932 also requires cities and counties to begin implementation of a plan within two years of adoption; regularly review implementation progress; and consider revising the circulation element if the goals of the bicycle, pedestrian, or traffic calming plans will not be met within 25 years of circulation element adoption.

### SB-1000 Land use: General Plans: Safety and Environmental Justice (2015-2016)

Under SB 1000, cities and counties are required to adopt an Environmental Justice Element or integrate environmental just-related policies, objectives, and goals throughout other elements of their General Plan. The bill also includes a process for communities to become meaningfully involved in the decision-making processes that govern land use planning in their neighborhoods.

### California Active Transportation Program

The California Active Transportation Program, created in 2013 by Senate Bill 99 and Assembly bill 101, consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SRTS), into a single program with a focus to make California a national leader in active transportation. SB-1 stipulates that $100 million of revenues from the Road Maintenance and Rehabilitation Account will be available annually to the program. An additional $122.5 million in State and Federal funding is allocated to the program each year.

Program funding is distributed as follows: 50 percent to the State for a statewide competitive program; 40 percent to Metropolitan Planning Organizations in urban areas with populations greater than 200,000; and 10 percent to small urban and rural regions with populations of 200,000 or less. Additionally, State-designated Disadvantaged Communities (DACs) are guaranteed a minimum of 25 percent of the entire program's funding. Eligible projects include infrastructure projects (capital improvement projects), non-infrastructure projects (education, encouragement, and enforcement activities, combination projects (infrastructure and non-infrastructure), and community-wide planning projects in DACs.

### California Transportation Plan 2050 (2021)

The California Transportation Plan 2050, a long-range plan completed in 2021, provides a common framework for transportation decisions and investments throughout the state, aimed to meet the growing needs of California residents as it relates to travel accessibility, emissions, and economic impact.

### Caltrans' Deputy Directive 64-R2 (2014)

Deputy Directive 64-R2 is a policy statement affecting Caltrans mobility planning and projects requiring the agency to:

"...provide for the needs of travelers of all ages and abilities in all planning, programming, design, construction, operations, and maintenance activities and products on the State highway system. Caltrans views all transportation improvements as opportunities to improve safety, access. and mobility for all travelers in California and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system."

The directive goes on to mention the environmental, health, and economic benefits of more Complete Streets.

### CEQA for Bicycle and Pedestrian Plans

Based on Public Resources Code Section 15262 (Feasibility and Planning Studies) guidance, planning documents such as this ATP are exempt from CEQA analysis since they are planning and conceptual recommendations:

"A project involving only feasibility or planning studies for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an EIR or Negative Declaration but does require consideration of environmental factors."

As individual recommendations move forward toward further design and implementation, the City will then need to determine if there are environmental impacts that may warrant an EIR.

### Design Information Bulletin 89-02 (Updated in 2022)

The purpose of Design Information Bulletin (DIB) 89-02 is to provide design criteria and guidance on best practices related to separated bikeways to establish uniform guidance that will facilitate consistent user expectations. DIB 89-02 allows designers to exercise sound judgment when applying it while being consistent with the Caltrans Highway Design Manual and the CA MUTCD. DIB 89-02 is written to allow for flexibility in applying design criteria, taking into consideration the context of the project's location, enabling designers to tailor the design and maximize safety and comfort.

Best practices from cities, states, and countries currently operating separated bikeways were used to formulate DIB 89-02. This DIB will be updated as necessary based on lessons learned from engineers and practitioners as they gain more experience with the use of separated bikeways. The Federal Highway Administration (FHWA) publication Separated Bike Lane Planning and Design Guide (FHWA Guide) should be used to design separated bikeways. Where DIB 89-02 is inconsistent with the FHWA Guide, DIB 89-02 should govern.

### Executive Order N-19-19 (2019)

California Governor Gavin Newsom signed Executive Order N-19-19 on September 20, 2019, to require the State to continue efforts to reduce GHG emissions and mitigate climate change impacts while building a sustainable economy. The California State Transportation Agency is directed to leverage strategies toward lowering vehicle miles traveled by supporting active modes of transportation such as biking and walking that also benefit public health.

## 6.2 APPENDIX B - STAKEHOLDER LIST

| NO. | NAME | ORGANIZATION |
|---|---|---|
| 1 | Oleg Ivaschuk | Chamber of Commerce (Xenia Racing) |
| 2 | Superintendent Terrence Davis | Banning Unified School District |
| 3 | Marven Norman | Inland Empire Bicycle Alliance |
| 4 | Adam Rush | City of Banning, Community Development Director |
| 5 | Ann Marie Loconte | City of Banning, Public Works, Associate Civil Engineer |
| 6 | Nathan Smith | City of Banning, Deputy Director of Public Works/City Engineer |
| 7 | Marisol Lopez | City of Banning, Economic Development Manager |
| 8 | Stephanie Sirls | City of Banning, Transit Manager |
| 9 | Ralph Wright | City of Banning, Parks and Rec Director |
| 10 | Hina Chanchiani | SCAG |
| 11 | Mark Roberts | Caltrans District 8 |
| 12 | Mauricio Alvarez, MBA | Riverside Transit Agency, Planning Analyst |
| 13 | Elizabeth Fritz | Banning Library District |
| 14 | Colleen Wallace | City Council Rep, Banning (Mayor Pro Team) |
| 15 | Karen Woodward | Morongo Band of Mission Indians, Administrator |
| 16 | Anthony Riley | City of Banning, Public Information Officer |
| 17 | Doug Schulze | City of Banning, City Manager |
| 18 | Robert Ybarra | Precision Material Handling (Chamber of Commerce) |
| 19 | Amber Rockwell | City of Banning, Electric Department |
| 20 | Chris Tzeng | WRCOG |
| 21 | Jesus Navidad | Caltrans District 8 |
| 22 | Joseph Schrilreff | Safety Coordinator for Banning Unified School District |
| 23 | Fernando Morales | City of Banning, Library Manager |

# 6.3 APPENDIX C - SURVEY AND UTILITY INSERT

## CITY OF BANNING ACTIVE TRANSPORTATION SURVEY

The City of Banning is developing an Active Transportation Plan (ATP) to help meet the City's goals and vision for providing a transportation system that supports walking, cycling, public transit, and automobiles.

To fill out this survey online, please visit:
https://www.surveymonkey.com/r/9FYR9RN

1. How would you best describe your relationship with the City of Banning? (Check all that apply)
   - __ Resident
   - __ Property owner
   - __ Business owner
   - __ Student
   - __ Visitor
   - __ Employee
   - __ Other _____

2. Which of the following groups includes your age?
   __ 0-18 __ 19-24 __ 25-45 __ 46-64 __ 65+

3. Are there students in the household?
   __ No __ Yes (write the name of the schools below)
   _____

4. How do you get to work or school? (Check all that apply)
   - __ Walk
   - __ Bike
   - __ Bus
   - __ Drive
   - __ Vanpool
   - __ Not applicable
   - __ Other _____

5. How do you get to your local parks and community centers? (Check all that apply)
   - __ Walk
   - __ Bike
   - __ Bus
   - __ Drive
   - __ Vanpool
   - __ Not applicable
   - __ Other _____

6. Where would you like to see better walking and bicycling routes to? (Check all that apply)
   - __ Schools
   - __ Parks
   - __ Community Centers
   - __ Transit/Bus Stops
   - __ Shopping Centers
   - __ Neighboring cities such as Beaumont
   - __ Other _____

7. How often do you walk in your community?
   - __ Daily
   - __ 3-4 days per week
   - __ 1-2 days per week
   - __ A few times a year
   - __ Never

8. How often do you bike in your community?
   - __ Daily
   - __ 3-4 days per week
   - __ 1-2 days per week
   - __ A few times a year
   - __ Never

9. What would make it easier for you to walk more in your community? (Check all that apply)
   - __ Wider sidewalks
   - __ Signalized pedestrian crossings
   - __ Continuous sidewalks
   - __ Marked crosswalks
   - __ Street lighting
   - __ Street trees
   - __ Multi-use paths
   - Other _____

10. What would make it easier for you to bike more in your community? (Check all that apply)
    - __ Protected or painted bike lanes on the street
    - __ Bike paths away from street
    - __ Bike share
    - __ Street lighting
    - __ Street trees
    - __ Bike parking
    - __ Signalized pedestrian crossings
    - Other _____

11. What would make it easier for you to reach transit stops in the City of Banning and neighboring cities? (Check all that apply)
    - __ Protected or painted bike lanes on the street
    - __ Bike paths away from street
    - __ Street lighting
    - __ Street trees
    - __ Sidewalk improvements
    - __ Signalized pedestrin crossings
    - __ Crosswalk improvements
    - __ Bus shelters
    - __ Shuttle service
    - Other _____

12. When you walk, bike, skate, or scooter, do you do it for:
    - __ Necessity (running errands)
    - __ Recreation/health
    - __ Commuting (to work/school)
    - Other _____

13. What other methods of transportation/travel do you use? (Check all that apply)
    - __ Wheelchair
    - __ Pushing stroller
    - __ Skateboarding
    - __ Scooters
    - __ Rollerblading/skating
    - __ Not applicable
    - Other _____

14. What other forms of transportation would encourage you to visit destinations more frequently? (Check the one most important to you)
    - __ Multi-passenger shuttle (i.e. vanpool)
    - __ Neighborhood Electric Vehicle (NEV)
    - __ Bikeshare/electric bikeshare program
    - __ Scootershare program
    - Other _____

15. Which mode of transportation would you use more often for regional connectivity (visiting neighboring cities such as Beaumont) if improvements were made? (Check all that apply)
    - __ Bicycling
    - __ Public transit
    - __ On demand shuttles
    - __ Vanpool/carpool programs
    - Other _____

16. Please explain why you do or don't use active transportation to meet your regional connectivity needs.
    _____
    _____

17. Is there anything else you'd like to add?
    _____
    _____

18. Want to stay informed about the Active Transportation Plan? Please provide your information below.
    Name: _____
    Email: _____

CITY OF BANNING
ACTIVE TRANSPORTATION PLAN

# APPENDIX C CONTINUED

## ENCUESTA DE TRANSPORTE ACTIVO PARA LA CIUDAD DE BANNING

El Plan de Transporte Activo de Banning guiará el diseño de opciones seguras, agradables y convenientes para caminar y andar en bicicleta a escuelas, parques y otros lugares a los que le gustaría ir. ¡Esperamos que los otros miembros de su hogar tomen la encuesta por separado!

To fill out this survey online, please visit:
https://www.surveymonkey.com/r/CSJBRNM

**1** ¿Cómo describiría su relación con Banning? (Seleccione todas las opciones que apliquen)

__ Residente
__ Propietario
__ Propietario de negocio
__ Empleado
__ Estudiante
__ Visitante
__ Otro

**2** ¿Cuál de los siguientes grupos incluye su edad?

__ 0-18 __ 19-24 __ 25-45 __ 46-64 __ 65+

**3** ¿Hay estudiantes en el hogar?

__ No __ Sí (¿a qué escuela o universidad asisten?) _____

**4** ¿Cómo llega al trabajo o a la escuela? (Seleccione todas las opciones que apliquen)

__ Caminando
__ Bicicleta
__ Transporte público
__ Menjando
__ Not aplica
__ Otro (especifique)_____

**5** ¿Visita los parques o las instalaciones de la ciudad? Si es así,

__ Caminando
__ Bicicleta
__ Transporte público
__ Menjando
__ Not aplica
__ Otro (especifique)

**6** ¿Dónde le gustaría ver mejores rutas para peatones y ciclistas? (Seleccione todas las opciones que apliquen)

__ Escuelas
__ Parques
__ Centro comunitarios
__ Paradas de tránsito
__ Centro comerciales
__ Ciudades vecinas como Beaumont
__ Otro _____

**7** ¿Con qué frecuencia camina en Banning?

__ Diaro
__ 3-4 días por semana
__ 1-2 días por semana
__ Poco veces al año
__ Nunca

**8** ¿Con qué frecuencia anda en bicicleta en Banning?

__ Diaro
__ 3-4 días por semana
__ 1-2 días por semana
__ Poco veces al año
__ Nunca

**9** ¿Qué le facilitaría caminar más en Banning? (Seleccione todas las opciones que apliquen)

__ Banquetas más anchas
__ Banquetas continuas
__ Pasos de peatones señalizados
__ Alumbrado público
__ Alumbrado
__ Árboles
__ Cruces marcados
__ Otro _____

**10** ¿Qué le facilitaría andar más en bicicleta en Banning? (Seleccione todas las opciones que apliquen)

__ Carriles de bicicletas protegidos o pintados en la calle
__ Carriles de bicicletas lejos de la calle
__ Bicicletas compartidas
__ Alumbrado
__ Árboles
__ Estacionamiento para bicicletas
__ Pasos de peatones señalizados
__ Otro_____

**11** ¿Qué le facilitaría acceso a las paradas de tránsito en Banning? (Seleccione todas las opciones que apliquen)

__ Carriles de bicicletas protegidos o pintados en la calle
__ Carriles de bicicletas lejos de la calle
__ Alumbrado
__ Árboles
__ Mejorar las banquetas
__Pasos de peatones señalizados
__ Crosswalk improvements
__ Marquesinas en las paradas de autobús
__ Servicio de transporte

**12** Cuando camina, anda en bicicleta o patina, lo hace por:

__ Necesidad
__ Recreación o diversión y salud
__ Desplazarse (al trabajo o a la escuela)
__ Otro _____

**13** ¿Qué otros métodos de transporte utiliza? (Seleccione todas las opciones que apliquen)

__ Silla de ruedas
__ Cochecito de empuje
__ Patinar
__ Scooters
__ Patinaje sobre ruedas/ patinaje
__ No aplica
__ Other _____

**14** ¿Qué otras formas de transporte te animarían a visitar destinos con más frecuencia? (Marque la más importante para usted)

__ Servicio de transporte para varios pasajeros (vanpool)
__ Vehiculo electrico de la comunidad (NEV)
__ Bicicleta compartida/ electrica
__ Programa scootershare
__ Otro _____

**15** ¿Qué modo de transporte usaría con más frecuencia para la conectividad regional (visitando ciudades vecinas como Beaumont) si se hicieran mejoras? (Marque todo lo que corresponda)

__ Bicicleta
__ Transporte público
__ Shuttles en demanda
__ Programas de vanpool/ carpool
__ Otro_____

**16** Explique por qué utiliza o no el transporte activo para satisfacer sus necesidades de conectividad regional.

_____
_____

**17** ¿Tiene algún otro comentario?

_____
_____

**18** ¿Quiere mantenerse informado sobre el Plan de Transporte Activo? Por favor, proporcione su información a

Nombre: _____
Email: _____

CITY OF BANNING
ACTIVE TRANSPORTATION PLAN




## City of Banning
# ACTIVE TRANSPORTATION PLAN

The City of Banning is developing its first Active Transportation Plan. The plan will identify strategies and improvements that will guide future investment to make walking, biking, and rolling across the City safer and more comfortable. The project team is currently in the fact-finding period. This includes an analysis of the existing pedestrian and bicycle networks in addition to hearing from you about your needs as they relate to the transportation network. This information will be used to start developing draft recommendations and identify locations where improvements should be made.



The project team needs your help! Please scan the QR code or visit the City of Banning website address below to take a short survey to provide feedback on walking, biking, and rolling in Banning. The survey is set to close March 31, 2023. Your feedback is vital in the development of Banning's first Active Transportation Plan. The survey should take no longer than 10 minutes to complete. Help us make Banning a better place for walking, biking, and rolling.



**Visit the City of Banning website or scan the QR code to take the survey:**
***Visite el sitio web de la ciudad de Banning o escanee el código QR para realizar la encuesta:***
***www.banningca.gov***

## Ciudad de Banning
# PLAN DE TRANSPORTE ACTIVO

La Ciudad de Banning está desarrollando su primer Plan de Transporte Activo. El plan identificará estrategias y mejoras que guiarán las inversiones futuras para hacer que caminar, andar en bicicleta y rodar por la ciudad sea más seguro y cómodo. El equipo del proyecto se encuentra actualmente en el período de análisis. Esto incluye un análisis de las redes existentes para peatones y ciclistas, además de conocer sus necesidades en relación con la red de transporte. Esta información se utilizará para comenzar a desarrollar recomendaciones preliminares y para comenzar a identificar ubicaciones donde se deben realizar mejoras. El equipo del proyecto llevará a cabo una serie de actividades en persona en la primavera de 2023 para presentar estas ideas y obtener comentarios adicionales de la comunidad de Banning.



¡El equipo del proyecto necesita tu ayuda! Escanee el código QR o visite el sitio web de la ciudad de Banning a continuación para realizar una breve encuesta y proporcionar comentarios sobre caminar, andar en bicicleta y rodar en Banning. La encuesta está programada para cerrar el 31 de marzo de 2023. Sus comentarios son vitales en el desarrollo del primer Plan de Transporte Activo de Banning. Completar la encuesta no debería tomar más de 10 minutos. Ayúdenos a hacer de Banning un lugar mejor para caminar, andar en bicicleta y andar en bicicleta.

For more information on the Banning Active Transportation Plan, visit the project website at:
***http://t.ly/I4yE***

*Para obtener más información sobre el Plan de transporte activo de la cuidad de Banning, visite el sitio web del proyecto en:*
***http://t.ly/I4yE***

# 6.4 APPENDIX D - CITYWIDE PROJECT LIST WITH ASSIGNED SCORES

| RANK | STREET NAME | TO | FROM | SCHOOL ZONE (MAX. 100) | PROPENSITY (MAX. 100) | B/P CRASHES (MAX. 100) | EQUITY (MAX. 100) |
|---|---|---|---|---|---|---|---|
| 1 | E Williams Street | Sunset Avenue | N Hathaway Street | 57 | 100 | 32 | 94 |
| 2 | Nicolet Street | McGovern Avenue | N Hathaway Street | 86 | 91 | 20 | 83 |
| 3 | N 16th Street | Highland Springs Avenue | W Ramsey Street | 29 | 78 | 78 | 82 |
| 4 | W Wilson Street | Highland Springs Avenue | N Blanchard Street | 100 | 63 | 32 | 72 |
| 5 | E Ramsey Street (mid) | Sunset Avenue | 8th Street | 29 | 97 | 51 | 88 |
| 6 | E Ramsey Street (east) | Sunset Avenue | 8th Street | 29 | 81 | 52 | 100 |
| 7 | Sunrise Avenue | W Wilson Street | Nicolet Street | 29 | 59 | 95 | 74 |
| 8 | N 8th Street | W Indian School Lane | W Ramsey Street | 29 | 69 | 88 | 69 |
| 9 | S 8th Street | W Ramsey Street | Westward Avenue | 14 | 75 | 60 | 84 |
| 10 | Omar Street | W Wilson Street | W Ramsey Street | 0 | 66 | 100 | 70 |
| 11 | W Ramsey Street | Highland Springs Avenue | Sunset Avenue | 14 | 69 | 75 | 70 |
| 12 | Sunset Avenue | North of W Wilson Street | W Westward Avenue | 29 | 66 | 54 | 71 |
| 13 | N 22nd Street | Sunset Avenue | W Ramsey Street | 29 | 94 | 0 | 88 |
| 14 | San Gorgonio Avenue | Bluff Street | Old Idyllwild Road | 43 | 78 | 9 | 77 |
| 15 | E Westward Avenue | Sunset Avenue | San Gorgonio Avenue | 43 | 63 | 14 | 87 |
| 16 | N Almond Way | E George Street | Nicolet Street | 29 | 75 | 0 | 100 |
| 17 | E George Street | N Almond Way | N Blanchard Street | 29 | 66 | 0 | 100 |
| 18 | Hargrave Street | E Repplier Road | E Porter Street | 29 | 59 | 14 | 90 |
| 19 | W Lincoln Street | Sunset Avenue | San Gorgonio Avenue | 43 | 63 | 0 | 80 |
| 20 | N Evans Street | E George Street | E Williams Street | 14 | 66 | 0 | 100 |
| 21 | N Blanchard Street | E Indian School Lane | E George Street | 29 | 53 | 0 | 100 |
| 22 | Sunrise Avenue | W Ramsey Street | W Westward Avenue | 29 | 66 | 0 | 84 |
| 23 | N Hathaway Street | Morongo Road | E Ramsey Street | 14 | 66 | 0 | 97 |
| 24 | Charles Street | San Gorgonio Avenue | east of wastewater ponds | 14 | 59 | 0 | 87 |
| 25 | E Indian School Lane | San Gorgonio Avenue | N Blanchard Street | 0 | 41 | 25 | 100 |
| 26 | Highland Home Road | 14th Street | W Ramsey Street | 14 | 56 | 0 | 70 |
| 27 | W Jacinto View Road | Omar Street | McGovern Avenue | 0 | 69 | 0 | 70 |
| 28 | Sun Lake Boulevard | Highland Springs Avenue | S Highland Home Road | 0 | 63 | 0 | 74 |
| 29 | W Westward Avenue | S Highland Home Road | Sunset Avenue | 14 | 41 | 0 | 84 |
| 30 | McGovern Avenue | W Wilson Street | W Jacinto View Road | 0 | 66 | 0 | 70 |
| 31 | Meadowline Way | Highland Springs Avenue | Highland Home Road | 0 | 53 | 0 | 70 |
| 32 | Highland Springs Avenue | Brookside Avenue | South of Sun Lake houses | 0 | 47 | 18 | 54 |
| 33 | W Indian School Lane | N 8th Street | N San Gorgonio Avenue | 0 | 50 | 0 | 42 |

# APPENDIX D CONTINUED

| TOTAL SCORE (MAX 400) | SCHOOLS WITHIN 1/4 MILE OF CORRIDOR* | BIKE/PED COLLISIONS SCORE *** PER MILE | PROPENSITY, ORIGINS CENSUS TRACTS, DESTINATIONS POINTS, PROXIMITY POLYGONS STACKED** | CALENVIROSCREEN 4.0 TRACTS TOUCHING CORRIDOR**** | PRIMARY OR SECONDARY |
|---|---|---|---|---|---|
| 283 | 4 | 2.1 | 32 | 85 | Secondary |
| 280 | 6 | 1.3 | 29 | 75 | Secondary |
| 267 | 2 | 5.1 | 25 | 74 | Secondary |
| 267 | 7 | 2.1 | 20 | 65 | Primary |
| 265 | 2 | 3.3 | 31 | 79 | Primary |
| 262 | 2 | 3.4 | 26 | 90 | Primary |
| 257 | 2 | 6.2 | 19 | 67 | Secondary |
| 255 | 2 | 5.7 | 22 | 62 | Primary |
| 233 | 1 | 3.9 | 24 | 76 | Primary |
| 236 | 0 | 6.5 | 21 | 63 | Secondary |
| 228 | 1 | 4.9 | 22 | 63 | Primary |
| 220 | 2 | 3.5 | 21 | 64 | Primary |
| 211 | 2 | 0 | 30 | 79 | Secondary |
| 207 | 3 | 0.6 | 25 | 69 | Primary |
| 207 | 3 | 0.9 | 20 | 78 | Primary |
| 204 | 2 | 0 | 24 | 90 | Secondary |
| 195 | 2 | 0 | 21 | 90 | Secondary |
| 192 | 2 | 0.9 | 19 | 81 | Primary |
| 186 | 3 | 0 | 20 | 72 | Primary |
| 180 | 1 | 0 | 21 | 90 | Secondary |
| 182 | 2 | 0 | 17 | 90 | Secondary |
| 179 | 2 | 0 | 21 | 76 | Secondary |
| 177 | 1 | 0 | 21 | 87 | Primary |
| 160 | 1 | 0 | 19 | 78 | Secondary |
| 166 | 0 | 1.6 | 13 | 90 | Secondary |
| 140 | 1 | 0 | 18 | 63 | Primary |
| 139 | 0 | 0 | 22 | 63 | Secondary |
| 137 | 0 | 0 | 20 | 67 | Primary |
| 139 | 1 | 0 | 13 | 76 | Primary |
| 136 | 0 | 0 | 21 | 63 | Secondary |
| 123 | 0 | 0 | 17 | 63 | Secondary |
| 119 | 0 | 1.2 | 15 | 49 | Primary |
| 92 | 0 | 0 | 16 | 38 | Secondary |


RAMSEY
K.K MARKET
A'S NOTHING OVER $9.99
L.A'S NOTHING OVER $9.99
FASHION UNDER $10.99
STOP
2021

# 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:** **June 25, 2024**

**SUBJECT:** **Public Hearing and Consideration of Resolution 2024-105, Approving a Report in Connection with the Proposed Collection on the 2024/2025 Riverside County Property Tax Roll of Delinquent Solid Waste Service Charges for Single-Family and Multi-Family Dwelling Accounts and Making a Determination of Exemption under CEQA**

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## RECOMMENDATION:

Conduct public hearing and adopt Resolution 2024-105.

## 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, 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 provides that Waste Management shall provide solid waste collection services to residential accounts, which includes both single-family dwellings (SFD) and multi-family dwellings (MFD). Pursuant to the Franchise Agreement, 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.

On April 4, 2024, Waste Management submitted a formal letter to the City requesting that qualifying SFD and MFD delinquent solid waste service charges for calendar year 2023 be placed on the Fiscal Year 2024/2025 County Tax Roll, together with a report which includes 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 late fees (2.5% or $5 minimum on balances over $15). Additionally, County Tax Roll Fees amount to 10% of unpaid balances per occurrence.

For the calendar year 2023 period, Waste Management's request amounts to 732 delinquent residential accounts for a total principal balance of $295,823.93 . The principal balance for each parcel includes unpaid charges for solid waste collection services (including extra services) for all or a portion of the period of January 1, 2023 through December 31, 2023, and monthly late fees.

**JUSTIFICATION:**

The action before the City Council is to conduct a Public Hearing to place calendar year 2023 residential delinquent accounts on the Fiscal Year 2024/2025 County Tax Roll.

At the Public Hearing, the City Council shall hear and consider all oral and written objections or protests, if any, to the Report and the collection of the delinquent accounts on the Fiscal Year 2024/2025 County Tax Roll. 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 this resolution for inclusion of residential delinquent accounts to be added to the Fiscal Year 2024/2025 County Tax Roll.

On May 24, 2024, the notice of Public Hearing was mailed 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 mailed notices describe the Council's intent to place delinquent solid waste charges on the Fiscal Year 2024/2025 County Tax Roll, public hearing and protests process and deadline to resolve delinquent balances prior to submittal of the delinquencies to the County. In addition, notices of this public hearing were published in the Record Gazette on June 7, 2024 and June 14, 2024.

The following outlines the process for collecting delinquent solid waste charges:

1. Waste Management prepares an annual written Solid Waste Delinquency Report and submits a copy to the City. The delinquency report contains a description of each SFD and MFD parcel receiving solid waste services and the amount of the delinquent amount for each parcel that remains outstanding, which include service charges, late fees and a tax roll fee.
2. City staff evaluates delinquent residential accounts reported and continuously works with Waste Management to identify and resolve any identified inconsistencies. This process is pursued from the time the initial report is submitted by Waste Management through its final submittal to the County of Riverside.
3. At the public hearing, in absence of a majority protest, City Council approves the Solid Waste Delinquency Report and adopts a resolution authorizing the collection of delinquent solid waste charges to be placed on the annual County tax roll. City staff is authorized to decrease the number of residential delinquent accounts and/or principal balances reported to the County, if necessary. Property owners that resolve their outstanding calendar year 2023 solid waste charges with Waste Management, or make partial payment to Waste Management prior to July 19, 2024,

will be removed from the accounts submitted to the County of Riverside Auditor-Controller by the City for collection on the County Tax Roll or the amounts submitted will be reduced accordingly.
4. Following the final determination of the delinquent solid waste charges, the City shall file with the County of Riverside Auditor-Controller any remaining delinquent balances, including applicable late fees and tax roll fee, to be included on the respective property owner's Fiscal Year 2024/25 property tax bill.

Property owners have two options to resolve delinquent solid waste charges:
1. Resolve unpaid solid waste delinquencies with Waste Management before the July 19, 2024 deadline; or
2. Resolve unpaid solid waste delinquencies with the County of Riverside once delinquent charges are included on the Fiscal Year 2024/2025 property tax bill. 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.

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. In the absence of a majority protest, adopt Resolution 2024-105, as recommended.
2. In the absence of a majority protest, adopt Resolution 2024-105, with modifications.
3. Reject Resolution 2024-100 and provide alternative direction to staff. If rejected, delinquent charges will not be collected on the Fiscal Year 2024/2025 County Tax Roll, and 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 2024-105, Solid Waste Tax Roll.docx
2. WMLetter_4.04.24.pdf
3. SampleDelinquentLetter.docx
4. Publication.DOCX
5. 2024 06 14_PHN Solid Waste.pdf

**RESOLUTION 2024-100**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A REPORT IN CONNECTION WITH THE PROPOSED COLLECTION ON THE 2024/2025 RIVERSIDE COUNTY PROPERTY TAX ROLL OF DELINQUENT SOLID WASTE SERVICE CHARGES FOR SINGLE-FAMILY DWELLING AND MULTI-FAMILY DWELLING ACCOUNTS, 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 dwelling (SFD) and multi-family dwelling (MFD) accounts collected on the County of Riverside Property Tax Roll ("County Tax Roll"); and

**WHEREAS,** the City Council agreed to undertake annual proceedings to collect qualifying delinquent Charges for SFD and MFD accounts on the County Tax Roll in consideration of its franchise agreement with Waste Management of the Inland Empire ("Waste Management") which provides that Waste Management may not discontinue collection services for these delinquent residential accounts due to nonpayment; and

**WHEREAS**, pursuant to HSC Section 5473, delinquent Charges collected on the County 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 SFD and MFD accounts for calendar year 2023 on the 2024/2025 County Tax Roll; and

**WHEREAS**, 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 SFD or MFD 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 set a Public Hearing on the Report and collection of delinquent Charges on the 2024/2025 County Tax Roll for June 25, 2024 in the Council Chambers; and

**WHEREAS**, on May 24, 2024 the notice of Public Hearing was mailed 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; and notices of the Public Hearing were published in the Record Gazette on June 7, 2024 and June 17, 2024; and

**WHEREAS,** the City Council has held a full and fair Public Hearing regarding the Report and collection of the Delinquent Charges on the 2024/2025 County Tax Roll, and the City Council considered all oral and written protests or objections regarding the Report and the collection of the Delinquent Charges on the 2024/2025 County Tax Roll; and

**WHEREAS,** no majority protest, as determined in accordance with Health and Safety Code Section 5473.2, exists against the Report and collection of the Delinquent Charges on the 2024/2025 County Tax Roll.

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

SECTION 1. The City Council hereby overrules all protests and objections to the Report and collection of the Delinquent Charges on the Fiscal Year 2024/2025 Tax Roll and approves the Report as filed.

SECTION 2. The City Council approves the Delinquent Charges, including late fees and a tax roll fee, to be placed for collection on the 2024/2025 County Tax Roll.

SECTION 3. The City Manager or designee is authorized to decrease the number of SFD and MFD accounts and/or principal balances set forth in the Report prior to final submittal, should the Delinquent Charges be resolved or paid in part prior to the deadline identified in the notice of the Public Hearing, which is July 19, 2024.

SECTION 4. The City Clerk or designee is authorized and directed to file a certified copy of this Resolution and the Report with the County of Riverside Auditor-Controller.

SECTION 5. The City Council concurs with staff's determination that the proposed collection of the Delinquent Charges on the 2024/2025 County 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 County 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 2024/2025 County Tax Roll is exempt from CEQA pursuant to State CEQA Guidelines Section 15061 (b)(3).

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 25th day of June 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 2024-100, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of June 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.

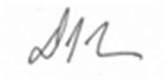
4.02.1 Delinquent SFD and MFD Service Accounts. Contractor shall provide SFD and MFD Service Recipients with a notice of delinquency in the event of non-payment if an account is five (5) or more days past due. Contractor will not discontinue Collection Service from delinquent SFD and MFD Service Units. 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

**NOTICE OF PUBLIC HEARING ON DELINQUENT SOLID WASTE SERVICE CHARGES**

May 22, 2024

TOTAL BALANCE DUE ON ACCT AS OF May 22, 2024: «Total_MAS»
MINIMUM AMOUNT DUE TO AVOID TAX ROLL: «Principal»

«OwnerName»
«MailAddress»
«MailCityState» «MailZip»

SERVICE LOCATION:
«NAME»
«HOUSE» «STREET»
«CITY», «STATE» «ZIPCOD»
ACCOUNT #: «COMPANY»-«CUSTOMER»
PARCEL #: «ParcelNo»

Your property has been identified as having unpaid charges for solid waste collection services for all or a portion of the period January 1, 2023 – December 31, 2023. Please be aware that under an agreement with its contract trash hauler, Waste Management of the Inland Empire ("Waste Management"), the City of Banning ("City") is authorized to annually place delinquent solid waste charges, together with accrued late fees and a Tax Roll fee, on the coming year's County property tax roll 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 ("Article 4"). This is done to avoid unnecessary City-wide rate increases in future years or a reduction in solid waste services. Delinquent charges collected on the County 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.

**The Minimum Amount Due to Avoid Tax Roll referenced above includes unpaid charges for all or a portion of the period January 1, 2023 - December 31, 2023 and accrued late fees. If such amount is not paid or the amount otherwise cleared by July 19, 2024, this amount, together with a 10% Tax Roll fee, will be considered for collection on your County property tax bill for the coming fiscal year (2024-25).**

Waste Management has prepared a written report which has been filed with the City Clerk in accordance with Article 4 ("Report"). The Report contains a description of each parcel within the City for which there are unpaid charges for solid waste collection services for all or a portion of the period January 1, 2023 through December 31, 2023 in connection with a single-family or multi-family account ("Identified Parcel") and the amount to be collected on the County Tax Roll for each Identified Parcel. As described above, the amount to be collected on the Tax Roll includes unpaid charges, accrued late fees and a Tax Roll fee.

The Banning City Council will conduct a public hearing on delinquent solid waste service charges at the following date and time at which time it will consider the Report and the placement of unpaid charges on property tax bills:

**5:00 P.M.**
**June 25, 2024**
**Banning City Hall**
**99 E Ramsey St.**
**Banning, CA 92220**

At the public hearing, the City Council will hear and consider all oral or written objections or protests to the Report and the collection of delinquent solid waste service charges on the County tax roll. Written protests may be personally delivered to the City Clerk during the public hearing or personally delivered to the City Clerk's Office, Banning City Hall, 99 E. Ramsey Street, Banning, CA 92220. Written protests may also be mailed to the City Clerk's Office, P.O. Box 998, Banning, CA 92220 and must arrive by 5:00 P.M. on June 25, 2024 to be counted. A written protest must clearly state the signer's opposition to the collection of the delinquent charges on the County tax roll, identify the parcel for which the protest is being submitted, and include an original signature of the person submitting the protest. If, at the conclusion of the public hearing, protest is made by the owners of a majority of the separate

Identified Parcels, the delinquent Charges shall not be collected on the 2024-25 Tax Roll but may be collected by other means including a collection action.

If your property is a rental unit, this notice may indicate your tenant has not paid charges for solid waste services. The Banning Municipal Code makes solid waste disposal the responsibility of all property owners in the City. If tenants do not pay their solid waste service charges, the bill becomes the legal obligation of the property owner. Waste Management is willing to send property owners quarterly notices on rental units, so owners will be aware if their tenants have failed to pay. Call Waste Management at the number listed below to arrange for this service.

If you have recently acquired the property identified in this notice, you may not be responsible for charges for service prior to your purchase. You may establish the effective date of the change of ownership by providing a copy of the escrow document or grant deed to Waste Management.

Questions regarding unpaid charges should be directed to **Waste Management at (866) 949-9719**.

For your convenience, payments can now be made on-line at www.wm.com, or by automated attendant at 1-866-964-2729 using your WM Customer ID# «WM_ezPay_#».

For questions or additional information regarding the public hearing, you may call the Public Works Department at (951) 922-3130 or email refuse@banningca.gov.

Si necesita ayuda para entender la información de esta notificación por favor llame al (951) 922-3130.

Waste Management of the Inland Empire ~ PO BOX 3020 ~ Monroe ~ WI ~ 53566 ~ 866-949-9719

Published Notice

# CITY OF BANNING
# NOTICE OF PUBLIC HEARING

Notice of Public Hearing Regarding the Proposed Collection of Delinquent Solid Waste Charges for Single-Family and Multi-Family Accounts on the Riverside County 2024-25 Tax Roll on

**June 25, 2024 at 5:00 p.m.**

City Council Chambers – 99 East Ramsey Street, Banning, CA 92220

The City of Banning ("City") levies and collects annual service charges for the collection, transportation, recycling and disposal of solid waste ("Charges"). The City's franchised hauler, Waste Management of the Inland Empire ("Waste Management"), bills and collects the Charges.

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 ("Article 4"), the City is authorized to have the delinquent Charges for single-family and multi-family accounts collected on the County of Riverside Property Tax Roll ("Tax Roll").

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.

Waste Management has requested the City to collect on the 2024-25 Tax Roll qualifying delinquent Charges for single-family and multi-family accounts for all or a portion of the 2023 calendar year. 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").

The City has caused a written report to be prepared and filed with the City Clerk in accordance with Article 4 ("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 Report is on file in the City Clerk's Office, Banning City Hall, 99 East Ramsey Street, Banning, CA 92220. The amount to be collected on the Tax Roll includes the unpaid Charges, accrued late fees, and a 10% Tax Roll fee.

**NOTICE IS HEREBY GIVEN** that the City Council will hold a **public hearing** on the Report on Tuesday, June 25, 2024 at 5:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, located at 99 East Ramsey Street, Banning, CA, 92220. The public hearing may be continued from time to time.

At the public hearing, the City Council will hear and consider all oral or written objections or protests to the Report and the collection of the Delinquent Charges on the County Tax Roll. Written protests may be personally delivered to the City Clerk during the public hearing or personally delivered to the City Clerk's Office, Banning City Hall, 99 E. Ramsey Street, Banning, CA 92220. Written protests may also be mailed to the City Clerk's Office, P.O. Box 998, Banning CA 92220. Written objections or protests must arrive by 5:00 pm on June 25, 2024 to be counted. A written protest must clearly state the signer's opposition to the collection of the Delinquent Charges on the Tax Roll, identify the parcel for which the protest is being submitted, and include an original signature of the person submitting the protest.

If, at the conclusion of the public hearing, protest is made by the owners of a majority of the separate Identified Parcels, the Delinquent Charges shall not be collected on the 2024-25 Tax Roll, but may be collected by other means, including a collection action.

If a delinquent amount and accrued late fees are paid in full or in part or otherwise cleared by July 19, 2024, the delinquent amount set forth in the Report and late fees will be removed or reduced as applicable.

For questions or additional information regarding the public hearing, you may call the Public Works Department at (951) 922-3130 or email refuse@banningca.gov.

*Si necesita ayuda para entender la información de esta notificación por favor llame al* ***(951) 922-3130***.



**Record Gazette**
218 N Murray St.

# Proof of Publication
(2015.5 C.C.P.)

PHN SANITATION BILLCOLLECTIONS

**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:

June 7, 14, 2024

Executed on: 06/14/2024

At Banning ,CA

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

Kelley Matthews
Signature

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*Si necesita ayuda para entender la información de esta notificación por favor llame al (951) 922-3130.*

**CITY OF BANNING**
**STAFF REPORT**

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Douglas Schulze, City Manager** |
| **PREPARED BY:** | **Brandon Robinson, Electrical Engineering Supervisor**<br>**Art Vela, Director of Public Works** |
| **MEETING DATE:** | **June 25, 2024** |
| **SUBJECT:** | **Public Hearing and Consideration of Resolution 2024-106, Adopting the City of Banning Electric Utility 2024 Wildfire Mitigation Plan** |

---

**RECOMMENDATION:**

Adopt Resolution 2024-106.

**BACKGROUND:**

In 2018, the California Public Utilities Commission (CPUC) completed the development of the statewide Fire Threat Map that designates areas of the State at an elevated risk of electric line-ignited wildfires. This updated map incorporated historical fire data, fire-behavior modeling, and assessments of fuel, weather modeling, and a host of other factors. The map development and approval process involved detailed review by the relevant utility staff and local fire officials, a peer review process, and ultimate approval by a team of technical experts led by CAL Fire.

The CPUC's Fire Threat Map includes three Tiers/Levels of fire threat risk. Tier 1 consists of areas that have the lowest hazards and risks. Tier 2 consists of areas where there is an *elevated risk* for destructive electric line-ignited wildfires. Finally, Tier 3 consists of areas where there is an *extreme risk* for destructive electric line-ignited wildfires.

In 2018, Governor Brown signed SB 901 (stats. 2018), which addressed a wide range of issues relating to wildfire prevention, response, and recovery. SB 901 substantially revised the Public Utilities Code Section 8387, eliminating the prior process established by SB 1028 and instead mandated all POUs (regardless of size or wildfire risk) develop a wildfire mitigation plan. SB 901 requires that POUs present their WMP at an appropriately noticed public meeting and receive public comment every year. The POU must also verify that the wildfire mitigation plan complies with all applicable rules, regulations, and standards.

Another Senate Bill, SB 1054, requires that all POUs must submit their wildfire prevention and mitigation plans updates to the California Wildfire Safety Advisory Board (WSAB) in each year. WSAB will then review the POU plans and will provide comments and advisory opinions on the content and sufficiency of the plan. The members of the board must be selected from industry experts, academics, and people with

labor and workforce safety experience. At least three members must be experienced in the safe operation, design, and engineering of electrical infrastructure.

**JUSTIFICATION:**

The City of Banning Electric Utility is required to meet the requirements of SB 901 by presenting the 2024 update of the WMP at an appropriately noticed public meeting and receive public comment.

**FISCAL IMPACT:**

There are no fiscal impacts to updating and resubmitting the Utility's Wildfire Mitigation Plan. The costs of implementation are unknown and dependent upon the degree of fire mitigation efforts needed to protect residents, businesses, and property throughout the service territory. Approval of Resolution 2024-106 and adoption of the 2024 City of Banning Electric Utility WMP allows the City of Banning to become eligible for Federal and State mitigation and prevention funds.

**ALTERNATIVES:**

Do not approve and provide alternate direction.

**ATTACHMENTS:**

1. Resolution 2024-106, Wildfire Mitigation Plan.docx
2. BEU 2024 Wildfire Mitigation Plan_.pdf

**RESOLUTION 2024-106**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ADOPTING THE CITY OF BANNING ELECTRIC UTILITY 2024 WILDFIRE MITIGATION PLAN**

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

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

**WHEREAS,** SB 901, amending California Public Utilities Code ("CPUC") Section 8387, requires all POUs to prepare a wildfire mitigation plan before January 1, 2020, and annually thereafter; and

**WHEREAS**, SB 1054, amending CPUC Section 8387, requires each POU to submit its wildfire mitigation plan to the California Wildfire Safety Advisory Board (WSAB") by July 1, 2020 and every annually thereafter; and

**WHEREAS**, pursuant to California Public Utilities Code Section 326.2, WSAB reviews Banning Electric Utility's Wildfire Mitigation Plan annually and provides comments and advisory opinions on the content and sufficiency of the plan; and

**WHEREAS**, WSAB requires that City of Banning Electric Utility ("Utility") and all other Publicly-Owned Utilities must have their Wildfire Mitigation Plans adopted following a formal public comment process; and

**WHEREAS**, the Utility will present during a Public Hearing before the City of Banning City Council updates within the 2024 WMP.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Banning, California, declares, determines, and orders as follows:

SECTION 1. The City Council approves the Banning Electric Utility's 2024 Wildfire Mitigation Plan and authorizes the City Manager or his designees to implement the mitigation measures documented in the plan.

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 for original resolutions.

**PASSED, APPROVED, AND ADOPTED** this 25th day of June 2024.

Alberto Sanchez, Mayor
City of Banning

**ATTEST:**

Caroline Patton, Administrative City Clerk
City of Banning, California

**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 2024-106, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of June 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

**EXHIBIT A**
City of Banning Electric Utility 2024 Wildfire Mitigation Plan

# CITY OF BANNING ELECTRIC UTILITY WILDFIRE MITIGATION PLAN

## 2024 PLAN

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# I. OVERVIEW

## A. POLICY STATEMENT

Banning Electric Utility's (BEU) overarching goal is to provide safe, reliable, and economic electric service to its local community. In order to meet this goal, BEU constructs, maintains, and operates its electrical lines and equipment in a manner that minimizes the risk of catastrophic wildfire posed by its electrical lines and equipment.

## B. PURPOSE OF THE WILDFIRE MITIGATION PLAN

This Wildfire Mitigation Plan describes the range of activities that BEU is taking to mitigate the threat of power-line ignited wildfires, including its various programs, policies, and procedures. This plan is subject to direct supervision by the Banning City Council and is implemented by the BEU Electric Utility Director. This plan complies with the requirements of Public Utilities Code section 8387 for publicly owned electric utilities to prepare a wildfire mitigation plan by January 1, 2020, and annually thereafter.

BEU is a department within the City of Banning. The City of Banning contracts with CAL Fire/Riverside County Fire Department for all fire department related services. BEU has collaborated with the City's fire prevention personnel to compile a program for patrol and vegetation clearance within the City and Utility's territory that is most susceptible to wildfire. BEU and CAL Fire have identified the utility poles that are within the high fire threat district within BEU's service territory. Since this identification was made, BEU has dedicated service crews to patrolling these areas while also utilizing on-call vegetation management services to ensure that the overhead conductors are clear from as many possible impacts.

CAL Fire creates its own fire-fighting plan for areas within the state's responsibility as well as within Banning city limits due to CAL Fire being the city's contracted Fire Agency. This plan was developed utilizing information about higher risk areas identified within the State Fire Map.

In this plan revision, BEU continued the use of the original California Municipal Utilities Association (CMUA) template, however adding elements from the recommended California Wildfire Safety Advisory Board's (WSAB) model comprehensive revision template. BEU has also considered the specific recommendations and has implemented changes where applicable. BEU may consider a major change to the template for future plan updates based on the information that will be required to present.

## C. ORGANIZATION OF THE WILDFIRE MITIGATION PLAN

Senate Bill 1028 requires all electric utilities to construct, maintain and operate its electrical lines and equipment in a manner that minimizes the risk of wildfire posed by this equipment. SB 1028 (that modifies an earlier wildfire mitigation bill, SB 901) and AB 1054 requires each POU develop and submit a Wildfire Mitigation Plan (WMP) to a new state agency, named the California Wildfire Safety Advisory Board (WSAB), for review and approval by July 1, 2020 and update and resubmit the plan each July thereafter.

Table 1 below indicates the statutory requirements of PUC 8387(b) with corresponding sections within this plan that addresses each requirement:

| PUC 8387 Requirement | Statutory Language | Location in WMP |
|---|---|---|
| **(b)(2)(A)** | An accounting of the **responsibilities of persons r**esponsible for executing the plan. | Section [III], page 13 |
| **(b)(2)(B)** | The **objectives** of the wildfire mitigation plan. | Section [II], page 12 |
| **(b)(2)(C)** | A description of the **preventive strategies and programs to be adopted by the local publicly owned electric utility** or electrical cooperative to minimize the risk of its electrical lines and equipment causing catastrophic wildfires, including consideration of dynamic climate change risks. | Section [V], page 27 |
| **(b)(2)(D)** | A description of the **metrics the local publicly owned electric utility or electrical cooperative plans to use to evaluate the wildfire mitigation plan's performance** and the assumptions that underlie the use of those metrics. | Section[VIII(A)], page 37 |
| **(b)(2)(E)** | A discussion of how the **application of previously identified metrics** to previous wildfire mitigation plan performances has informed the wildfire mitigation plan. | Section[VIII(E)], page 39 |
| **(b)(2)(F)** | **Protocols for disabling reclosers and deenergizing portions of the electrical distribution system** that consider the associated impacts on public safety, as well as protocols related to mitigating the public safety impacts of those protocols, including impacts on critical first responders and on health and communication infrastructure. | Section[V(G-H)], page 32 |

| | | |
|---|---|---|
| **(b)(2)(G)** | Appropriate and feasible **procedures for notifying a customer** who may be impacted by the deenergizing of electrical lines. The procedures shall consider the need to notify, as a priority, critical first responders, health care facilities, and operators of telecommunications infrastructure. | Section [IV(A)], page 22 |
| **(b)(2)(H)** | Plans for vegetation management. | Section [V(D)], page 28 |
| **(b)(2)(I)** | **Plans for inspections** of the local publicly owned electric utility's or electrical cooperative's electrical infrastructure. | Section [V(E)], page 31 |
| **(b)(2)(J)** | A list that **identifies, describes, and prioritizes all wildfire risks, and drivers for those risks, throughout the local publicly owned electric utility's or electrical cooperative's service territory**. The list shall include, but not be limited to, both of the following:<br>**(i)** Risks and risk drivers associated with design, construction, operation, and maintenance of the local publicly owned electric utilities or electrical cooperative's equipment and facilities.<br>**(ii)** Particular risks and **risk drivers** associated with topographic and climatological risk factors throughout the different parts of the local publicly owned electric utility's or electrical cooperative's service territory. | Section [IV], page 21 |
| **(b)(2)(K)** | Identification of any **geographic area in the local publicly owned electric utility's or electrical cooperative's service territory** that is a higher wildfire threat than is identified in a commission fire threat map, and identification of where the commission should expand a high fire threat district based on new information or changes to the environment. | Section [IV(A)], page 23 |

| | | |
|---|---|---|
| **(b)(2)(L)** | A methodology for identifying and presenting **enterprise wide** safety risk and wildfire-related risk. | Section [IV(B)], page 25 |
| **(b)(2)(M)** | A statement of how the local publicly owned electric utility or electrical cooperative will **restore service after a wildfire**. | Section [VII], page 36 |
| **(b)(2)(N)** | A description of the processes and procedures the local publicly owned electric utility or electrical cooperative shall use to do all of the following.<br>(i) **Monitor and audit** the implementation of the wildfire mitigation plan.<br>(ii) **Identify any deficiencies** in the wildfire mitigation plan or its implementation and correct those deficiencies.<br>(iii) **Monitor and audit** the effectiveness of electrical line and equipment inspections, including inspections performed by contractors that are carried out under the plan, other applicable statutes, or commission rules. | Section[VIII(C)], page 38 |

**Table 1 Statutory Requirements of the Plan**

In 2018 the CPUC completed the development of the statewide Fire Threat Map, also known as Fire Map 2 (Figure 1), that designates areas of the state at an elevated risk of electric line-ignited wildfires. This updated map incorporated historical fire data, fire-behavior modeling, and assessments of fuel, weather modeling, and host of other factors. The map development and approval process involved detailed review by the relevant utility staff and local fire officials, a peer review process, and ultimate approval by a team of technical experts led by CAL Fire.

The CPUC's Fire Threat Map includes three Tiers/Levels of fire threat risk. Tier 1 consists of areas that have the lowest hazards and risks. Tier 2 consists of areas on the CPUC Fire Threat Map where there is an *elevated risk* for destructive utility-associated wildfires. Finally, Tier 3 consists of areas on the CPUC Fire-Threat Map where there is an *extreme risk* for destructive utility-associated wildfires.

SB 1028 was enacted prior to the adoption of the CPUC's Fire Threat Map and does not reference the tiers of fire risk. However, BEU staff believe that the Fire Threat Map is the best source of data for determining whether there is significant risk of wildfire resulting from electrical lines or equipment. The Fire Threat Map incorporates historical fire data and received extensive input from electric utility staff and fire officials.

The CPUC's Fire Threat Map (Figure 2) for BEU identifies four primary areas of wildfire potential within Banning, a Tier 2 threat level within the site of the Rancho San Gorgonio Development, a tier 2 level in East Banning north and South of the Banning Airport, a Tier 2 threat level within the Communication Hill, Gilman Ranch and Sunnyslope Cemetery areas, and a Tier 3 threat level in the Banning Canyon and Mias Canyon areas. There is also a short stretch of transmission line (0.9 miles long) in an open area south of the I-10 Freeway between Sunset Avenue and South Highland Home Road that is in a Tier 2 threat level area.

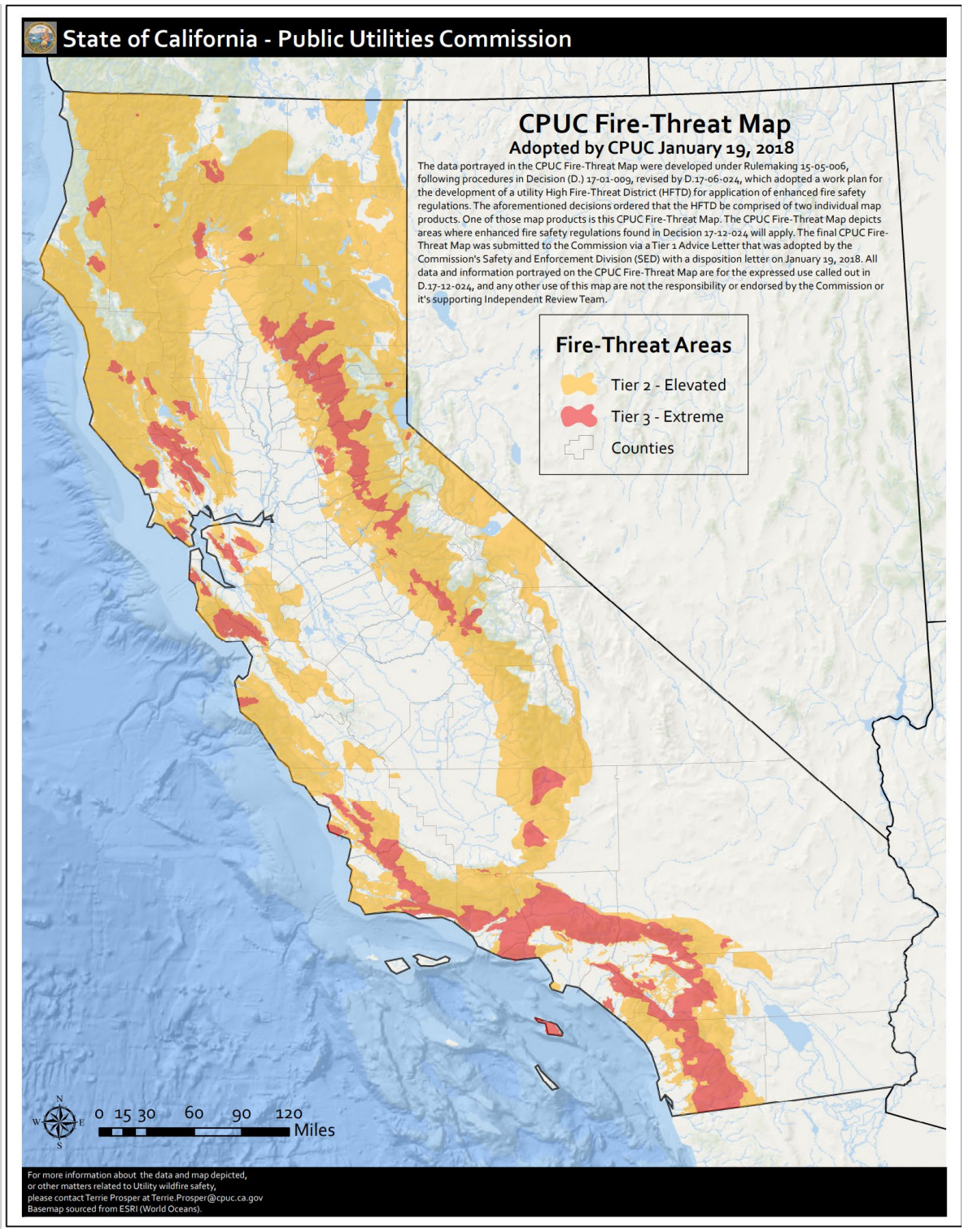



**Figure 1 - CPUC Fire Map 2**

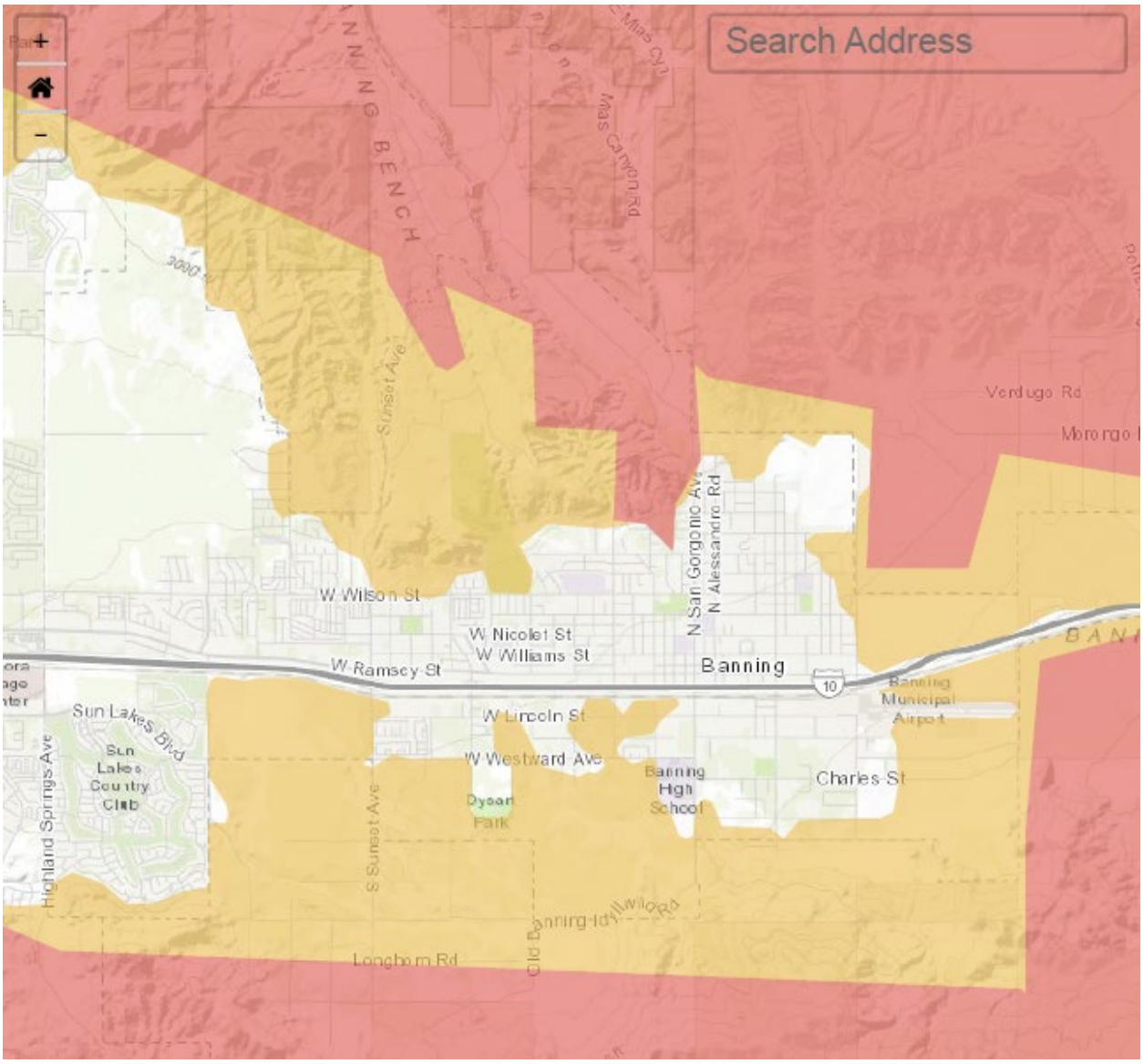
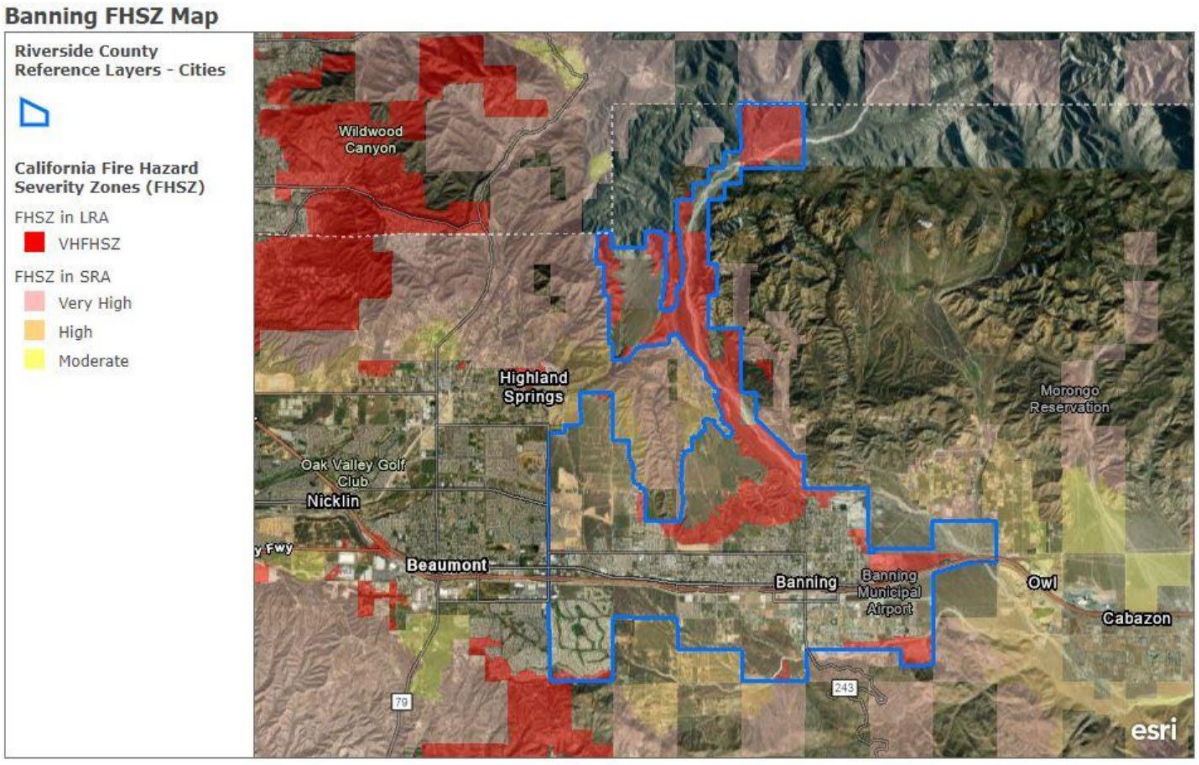



**Figure 2 - CPUC Fire Map 2 BEU Service Territory**

Conversely, the California Department of Forestry and Fire Protection's Fire and Resource Assessment Program (FRAP) had also developed a map in 2008 and then revised in 2012, also known as the FRAP Map, that depicts areas of California where there is an elevated hazard for the ignition and rapid spread of power-line fires due to strong winds, abundant dry vegetation, and other environmental conditions. During this period of plan evaluation, the FRAP map was revised once again based on updated information within the State Responsibility Areas only, as the Local Responsibility Areas remained unchanged. The map below (Figure 3) identifies areas of wildfire potential within Banning's Local Responsibility Area. Banning and Mias Canyon areas, a portion of area along the boundary of North Hathaway Street, areas within Gilman Ranch and

near Sunnyslope Cemetery, and an area in southeast Banning south of Wesley Street and Smith Creek as Very High Fire Hazard Severity Zones (VHFHZs).




RCIT GIS, LAFCO | TeleAtlas | ESRI, RCIT GIS, LAFCO | U.S. Census TIGERLINES | RCIT Geographical Solutions (GIS) | RCOE, RCIT-GIS | RCIT-GIS | TLMA GIS | USGS, California Division of Mining and Geology | California Geological Survey, C.W. Jennings, W.A. Bryant | CAL FIRE recoginzes the important contribution of various local government entities that contributed data, maps, and comments that were critical components of the FHSZ mapping process. | FRAP | San Bernardino County, Earthstar Geographics | Loma Linda University, UC Riverside, County of Riverside, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

**Figure 3 FRAP Map - BEU Service Territory, Local and State Responsibility Areas**

# II. OBJECTIVES OF THE WILDFIRE MITIGATION PLAN

## A. MINIMIZING SOURCES OF IGNITION

The primary goal of this Wildfire Mitigation Plan is to minimize the probability that BEU's transmission and distribution system may be the origin or contributing source for the ignition of a fire. BEU has evaluated the prudent and cost-effective improvements to its physical assets, operations, and training that can help to meet this objective. BEU will implement those changes consistent with this evaluation.

## B. RESILIENCY OF THE ELECTRIC GRID

The secondary goal of this Wildfire Mitigation Plan is to improve the resiliency of the electric grid. As part of the development of this plan, BEU assesses new industry practices and technologies that will reduce the likelihood of an interruption (frequency) in service and improve the restoration (duration) of service.

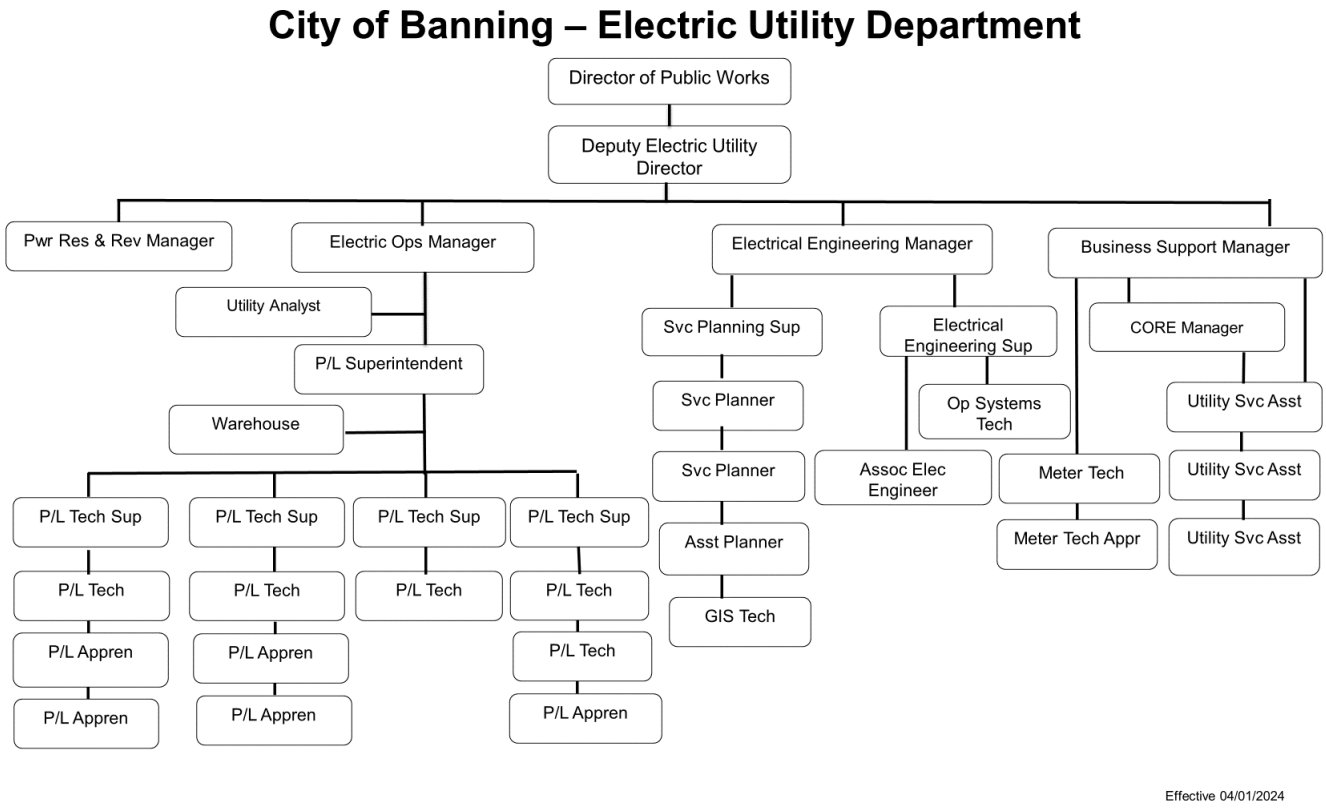
## C. IDENTIFYING UNNECESSARY OR INEFFECTIVE ACTIONS

The final goal for this Wildfire Mitigation Plan is to measure the effectiveness of specific wildfire mitigation strategies. Where a particular action, program component, or protocol is determined to be unnecessary or ineffective, BEU will assess whether a modification or replacement is merited. This plan will also help determine if more cost-effective measures would produce the same or improved results.

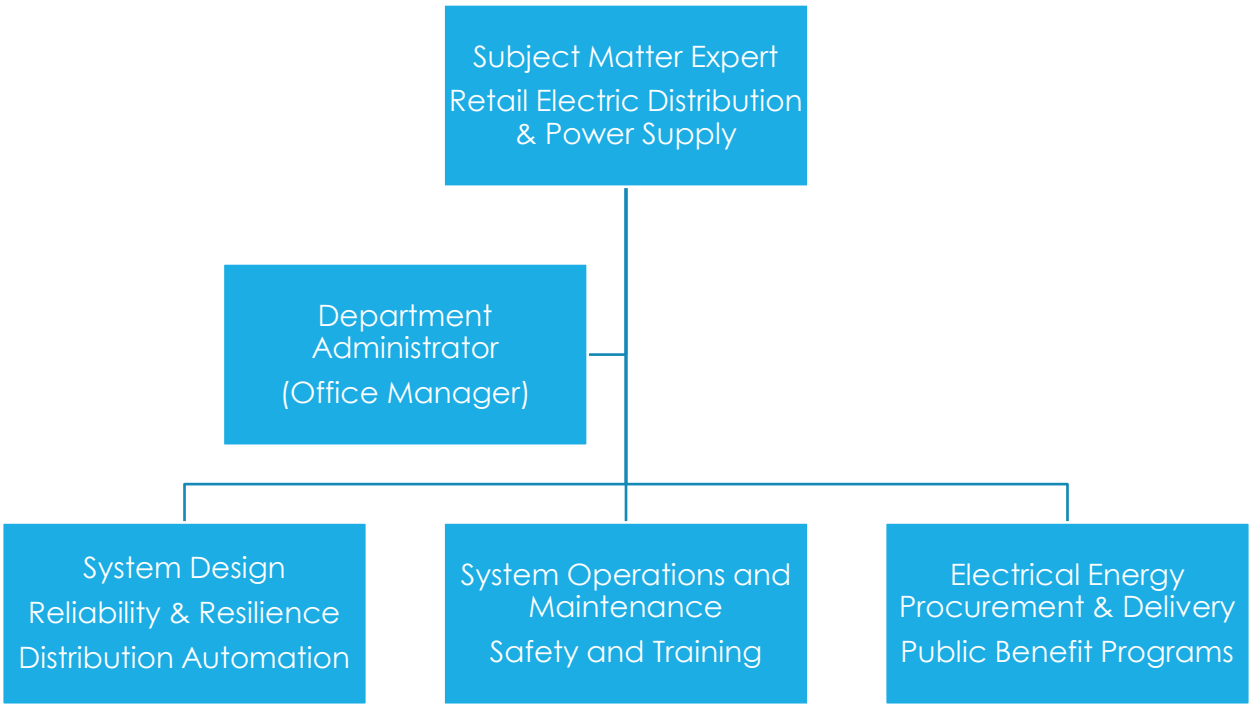
# III. ROLES AND RESPONSIBILITIES

## A. UTILITY GOVERNANCE STRUCTURE

BEU's organization chart is shown below:



Responsibilities of BEU Management




The BEU staff that have explicit responsibilities for wildfire prevention activities include:

Electric Utilities Director: Assumes overall responsibility for BEU's planning and mitigation activities, including maintaining compliance with state and federal safety and operating requirements. Certain tasks are delegated through the Business Support Manager for financing and budgeting of wildfire resiliency projects.

Electric Operations Manager: Responsible for the safe operation of the BEU's 34.5kV, 12.47 kV, and service level voltage lines and equipment. The Electric Operations Manager supervises the BEU's linemen and is primarily responsible for ensuring that the lines are inspected, and a data base of pole and equipment inspections and O&M is maintained. The Electric Operations Manager is responsible for safety programs, including wildfire prevention training and evaluation and installation of new protective equipment to reduce fire risk.

Electrical Engineering Manager: Responsible for the reliable operation of the BEU's 34.5 kV transmission system and BEU's six 34.5/12.47 kV substations as well as maintaining system resiliency programs. This individual maintains compliance with federal, state and local fire management personnel to ensure that appropriate preventive measures are in place.

Electrical Engineering Supervisor: Responsible for management of the WMP, tracking of wildfire mitigation efforts, leads research of new technological developments related to wildfire mitigation, acts as the liaison between BEU and other stakeholders of the WMP. The Electrical Engineering Supervisor also manages the design and analysis functions of the electric distribution system.

Power Resources and Revenue Administrator: Manages the resource adequacy for the Utility. Analyzes the effect that wildfire protection and prevention projects and mitigation activities will have rates and revenues.

## B. WILDFIRE PREVENTION

BEU's overall responsibility is to provide safe, reliable and sustainable and energy to its customers. The main responsibilities of BEUs' wildfire prevention objective include:

- Operating system in a manner that will minimize potential wildfire risks.
- Taking all reasonable and practicable actions to minimize the risk of a catastrophic wildfire caused by BEU electric facilities.
- Coordinating with federal, state, and local fire management personnel as necessary or appropriate to implement BEU's Wildfire Mitigation Plan.
- Immediately reporting fires, pursuant to existing BEU practices and the requirements of this Wildfire Mitigation Plan.
- Taking corrective action when the staff witnesses or is notified that fire protection measures have not been properly installed or maintained.
- Complying with relevant federal, state, and industry standard requirements, including the industry standards established by the California Public Utilities Commission.
- Collecting and maintaining wildfire data necessary for the implementation of this Wildfire Mitigation Plan.
- Providing regular training programs for all employees having obligations for implementation of this Wildfire Mitigation Plan.

BEU has evaluated practical and feasible improvements to its physical assets to reduce the fire hazard due to BEU's equipment. BEU's response has been to:

- significantly increase vegetation removal in the elevated threat areas;
- increase the number of patrols during red-flag periods to check for downed lines and broken or damaged poles and cross-arms;

- install expulsion-limiting fuses and avian protection at pole connections as a standard practice, and
- pilot a project to inspect and take inventory of all the 12.47 kV and 34.5/69 kV circuits which will aid in the adoption of a more rigorous inspection program for circuits located in the elevated threat areas.

## C. WILDFIRE RESPONSE AND RECOVERY

Whether or not Banning's Emergency Operations Plan is put into action, BEU emergency respondents have an obligation to communicate directly with local field level emergency response personnel as well as with local government officials during an apparent emergency event.

BEU staff have the following obligations regarding fire prevention, response and investigation:

- Take all reasonable and practicable actions to prevent and suppress fires resulting from BEU electric facilities.
- Follow BEU protocols during Red Flag Warnings.

## D. COORDINATION WITH WATER UTILITIES/DEPARTMENT

BEU coordinates either directly with the Water/Wastewater Superintendent regarding information and implementation of strategies directly related to wildfire mitigation efforts. This communication would usually be elevated to the Public Works Director who oversees the Water/Wastewater Division during an actual wildfire event to ensure that all levels of management are informed of mitigation procedures and any fire-fighting activity that may be present within City limits that may affect power to water/wastewater resources.

## E. COORDINATION WITH OTHER POWER AND COMMUNICATION INFRASTRUCTURE PROVIDERS

Coordination with Southern California Edison (SCE)

SCE has 220, 115, and 33 kV lines within BEU's service territory. SCE has developed their own Wildfire Prevention and Mitigation Plan detailing their plans for preventing any wildfire events and BEU and SCE are cooperating to reduce any impacts of the SCE plan on Banning customers.

Banning receives all its power imports SCE's 115 kV transmission lines from El Casco Substation to SCE's Banning Substation. SCE also has the ability to feed Banning through three other 115kV transmission lines from Zanja, Maraschino, or Devers Substations to SCE's Banning Substation. There are six 33 kV lines out of Banning Substation. Three of these lines (Dysart, Saddleback, and Stubby) serve SCE customers outside BEU's service territory, with the remaining three serving Banning loads.

SCE has performed system studies to determine what would happen to Banning residents if different combinations of these three lines serving Banning were interrupted.

Depending upon the circuit interrupted, Banning could see up to two-thirds of its load dropped. Banning does not currently utilize any internal generation that could make up the capacity shortfall, which could cause significant impacts on Banning's customers.

As a result, BEU and SCE will need to develop protocols for inspecting and energizing SCE lines that have tripped or been purposely de-energized during red flag periods. Development of these protocols had been designated as high priority in BEU's initial WMP, however to date there has been minimal activity on the development of these protocols. BEU hopes to have these protocols in the near future as it engages SCE on topic discussion and provide feedback in a future WMP update.

Coordination with Communication Infrastructure Providers

BEU has a direct relationship with communications providers such as Verizon, Frontier, AT&T, Spectrum/Charter, TMobile, MCI and others. Most communications regarding removal or upgrade of overhead utilities is handled through a Joint Pole Authorization (JPA) process. The JPA tracks the progress of changes to utility (joint pole owner) connections at any given pole and tracks the costs associated with specific changes or upgrades. The changes include but are not limited to new attachments, replacement of existing attachments, pole inspections, and removal of utility poles to convert to underground construction.

When communications with these companies are of an urgent matter, for instance in a high risk or red flag weather condition or if there is damage present at a utility pole, direct communication is required in order to assess all conditions and prepare for emergency. First responders are supplied with all of the direct contact information for these companies.

## F. STANDARDIZED EMERGENCY MANAGEMENT SYSTEM

As a local governmental agency,[1] BEU has planning, communication, and coordination obligations pursuant to the California Office of Emergency Services' Standardized Emergency Management System ("SEMS") Regulations,[2] adopted in accordance with Government Code section 8607. The SEMS Regulations specify roles, responsibilities, and structures of communications at five different levels: field response, local government, operational area, regional, and state.[3]

[1] As defined in Cal. Gov. Code § 8680.2.
[2] 19 CCR § 2407.
[3] Cal. Gov. Code § 2403(b):

> (1) "Field response level" commands emergency response personnel and resources to carry out tactical decisions and activities in direct response to an incident or threat.

Pursuant to this structure, the City of Banning annually coordinates and communicates with the relevant safety agencies as well as other relevant local and state agencies.

BEU operates under the objectives and policies described within City of Banning's Emergency Operations Plan; the latest version of the plan was adopted in December 2012. The level of communication, training, and coordination required from management, field personnel, and responding agencies is outlined within this plan. This plan is also fully compliant with the National Incident Management System (NIMS), which was enacted by the US Department of Homeland Security on March 1, 2004.

SEMS/NIMS have five essential functions adapted from ICS. These functions, while originally designed to give direction and control only to field level responders, are also applicable in the EOC at the local government, operational area, regional, and state levels. They are:

- Command (field level) or Management (EOC level)
- Operations
- Planning & Intelligence
- Logistics
- Finance & Administration

Wildfires are considered a Level 2 Emergency Alert under the SEMS structure. Activation of personnel during a wildfire emergency is described in the following chart taken from Banning's Emergency Operations Plan:

(2) "Local government level" manages and coordinates the overall emergency response and recovery activities within their jurisdiction.

(3) "Operational area level" manages and/or coordinates information, resources, and priorities among local governments within the operational area and serves as the coordination and communication link between the local government level and the regional level.

(4) "Regional level" manages and coordinates information and resources among operational areas within the mutual aid region designated pursuant to Government Code §8600 and between the operational areas and the state level. This level along with the state level coordinates overall state agency support for emergency response activities.

(5) "State level" manages state resources in response to the emergency needs of the other levels, manages and coordinates mutual aid among the mutual aid regions and between the regional level and state level, and serves as the coordination and communication link with the federal disaster response system.

| Event/Situation | Activation Level | Minimum Staffing |
|---|---|---|
| • Small incidents involving two or more City Departments<br>• Flood Watch<br>• Resource request from outside the City<br>• The Operational Area requests the City activate their EOC in support of the Operational Area EOC<br>• There is an incident adjacent to the City that may impact the City.. | One | • EOC Manager<br>• Representatives of corresponding City departments |
| • Moderate Earthquake<br>• Major wildland fire affecting developed area<br>• Major wind or rain storm<br>• Two or more large incidents involving two or more City Departments<br>• Flood Warning | Two | • Dir. of Emergency Services<br>• All Section Chiefs<br>• Branches and Units as appropriate for the situation<br>• Agency representatives as appropriate |
| • Major Countywide or Regional emergency<br>• Multiple departments with heavy resource involvement<br>• Major earthquake damage<br>• Any real or potential failure of Perris Dam | Three | • All EOC positions |

**Figure 4 - Banning EOC Activation Levels**

Under the SEMS structure, a significant amount of preparation is done through advanced planning at the county level, including the coordination of effort of public, private, and nonprofit organizations. Riverside County serves as the Operational Area and is guided by the Riverside County Disaster Council that is made up of representatives of several officials which include members of the Banning City Council. The Banning City Mayor, and lead representative of Banning City Council, is responsible for declaring a local disaster and implementing the Emergency Operations Plan. The Operational Area includes local and regional organizations that bring relevant expertise to the wildfire prevention and recovery planning process. These participants include Riverside County Sheriff – Banning Station, Riverside County Fire/CDF/ESC, Executive Management Team, Riverside County Office of Emergency Services, Banning Unified School District, Morongo Tribe, Banning City Council, EOC Command Management Staff, the American Red Cross, Hospitals, special districts, communications providers, and other similar organizations.

Pursuant to the SEMS structure, BEU members are encouraged to participates in annual training exercises that are coordinated through other local and county agencies. NIMS Training and Emergency Preparedness training is required for all emergency response personnel. Participation in Tabletop Exercises, Functional Exercises and Multi-Agency Exercise are recommended to provide emergency responders with a realistic simulation of emergency events with full field deployment.

BEU is a member of the California Utility Emergency Association, which plays a key role in ensuring communications between utilities during emergencies. BEU also participates in the Western Energy Institute's Western Region Mutual Assistance Agreement, which is a mutual assistance agreement covering utilities across several western states.

# IV. WILDFIRE RISKS AND DRIVERS ASSOCIATED WITH DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE

## A. PARTICULAR RISKS AND RISK DRIVERS ASSOCIATED WITH TOPOGRAPHIC AND CLIMATOLOGICAL RISK FACTORS

Climate change is expected to cause increased temperatures, drier conditions, and insect outbreaks in the decades to come, all of which will likely increase the risk of wildfires, especially in the western United States.[4] Because wildfire risk is tied to higher temperatures, drought, and flooding, comprehensive resilience planning for multiple impacts is critical for communities.

Within BEU's service territory and the surrounding areas, the primary risk drivers for wildfire are the following:

- Extended drought;
- Vegetation type;
- Vegetation Density;
- Weather;
- High winds;
- Terrain;
- Changing Weather Patterns (Climate Change)
- Communities at Risk
- Fire History

Banning has two primary areas where the potential for wildfires is high due to fuels or vegetation, winds and terrain. The northeaster portion of Banning, the Banning and Mias Canyon areas, is a rugged, hilly area with canyons that makes travel through it difficult. This is the City's primary fire threat area. Wildfires can start within this area and then move to the west into the populated areas of Banning and unincorporated Riverside County due to prevailing winds.

The other area of concern is the undeveloped Communication Hill area of north-central Banning that contains communication towers and water reservoirs atop a large hill. Directly to the east side are two large undeveloped areas comprised of Gilman Ranch and Sunnyslope Cemetery. The Gilman Ranch and Sunnyslope Cemetery areas will be developed in the next few years, reducing wildfire threats. BEU has to plan on fires in the area even though BEU only has less than a combined 800 feet of overhead distribution line in these areas. SCE has several high voltage 115 kV transmission lines going east-west across the very northern part of the area.

Asset Classification

[4] D.J. Wuebbles et al., Climate Science Special Report: *Fourth National Climate Assessment*, (Washington, DC: U.S. Global Change Research Program, 2017)

BEU does not have any substations in Banning and Mias Canyons, Communication Hill, or Gilman ranch and Sunnyslope areas. BEU has a single, 12.47 kV overhead circuit along Gilman Street in the Gilman Ranch area, a single 12.47 kV overhead circuit through Banning Canyon adjacent to Bluff Street and a single-phase 7.2 kV overhead circuit through Mias Canyon on Mias Canyon Road. BEU does not have any 34.5 or 69 kV transmission lines through any of these areas.

The 12.47 kV overhead circuit on Gilman Street will eventually be converted to an underground circuit that will serve a future development to the north. The threat of wildfire being caused by utility lines in this area will be eliminated through grid hardening.

Both Banning Canyon and Mias Canyon lie within the Tier 3 extreme risk threat level area and present a challenge for BEU to provide reliable energy to these areas during an event that could potentially spark a wildfire.

One such challenge is that Banning Canyon is frequently referred to as the "Water Canyon" in that there are eight water distribution wells in which BEU currently provides energy. If BEU were to disconnect power to these wells, CAL Fire may be extremely limited in fire protection resources if these wells aren't pumping and providing water to fight wildfires. At the same time, the city's customers/rate payers could possibly be forced to operate on short water supply during a wildfire event which would have an immediate impact on quality of life for Banning residents.

SCE had undergone a project to replace most of their facilities thru the water canyon and has completed a significant portion of the project that includes joint poles with BEU facilities. Unfortunately, BEU was not able to effectively participate in hardening their facilities on this circuit due to inability to efficiently coordinate. There were several time-sensitive factors that disallowed BEU's consistent involvement in the project. SCE completed their portion of the upgrades to this circuit in late 2021.

Mias Canyon poses a unique challenge because BEU currently provides primary 12.47kV and 7.2kV electric power through Mias Canyon Road (Figure 5), and SCE transforms BEU's primary power to secondary power at 240 V to serve 14 residential customers in this area (meters are owned by and billed through SCE). The task that must be defined is what type of event will require BEU to de-energize Mias Canyon and how will this be accomplished? What role will SCE play in this situation and what authority will they have? BEU has discussed with SCE the need for the 12.47kV and 7.2kV circuits that serve Mias Canyon to be regulated with an on-line 15 kV rated distribution circuit recloser that will allow BEU to shut off power to this area if the utility feels that de-energization is warranted. BEU is working diligently with SCE to reach a consensus on the sequence of operations during such an event such as notifying resident of any potential fire threats and coordinating any information it releases to SCE to avoid releasing contradictory information or miscommunicating during field operations.

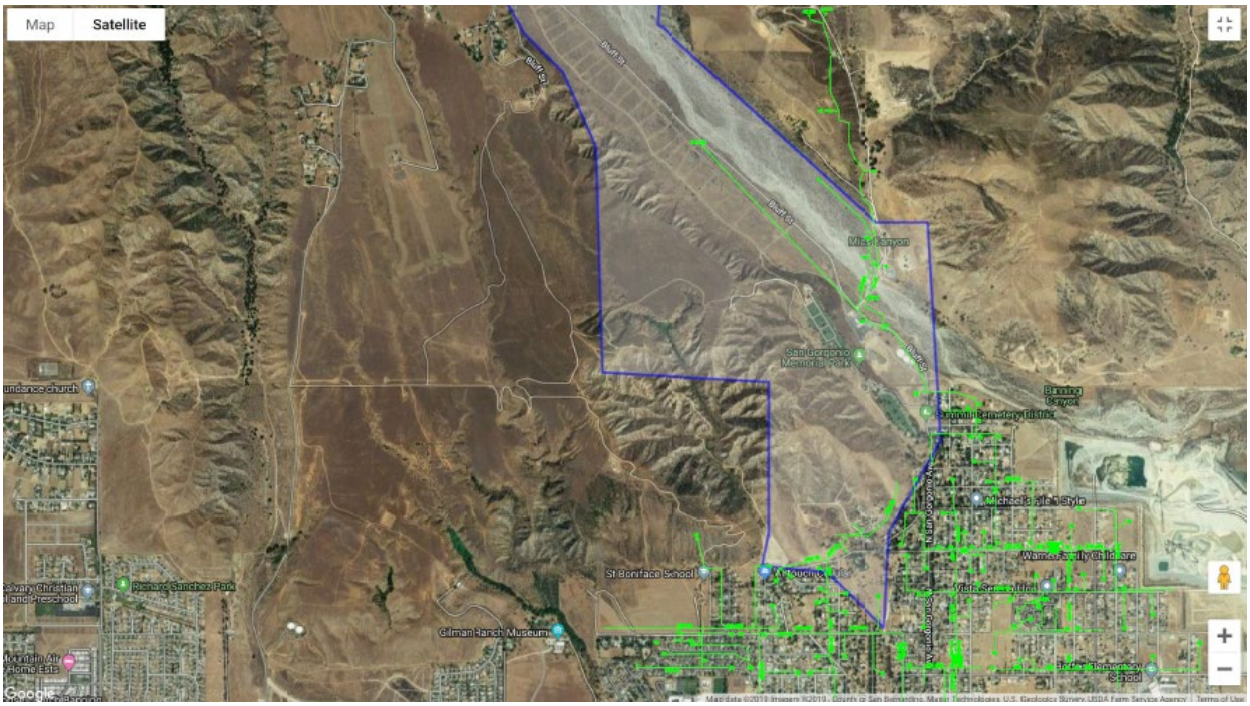



**Figure 5 - Primary Utility in Tier 3 Area**

To ensure conformity with all required actions of SB 1054, a timeline for necessary action to remediate potential threats in the Banning and Mias Canyon Tier 3 zones and other projects in Tier 2 zones is presented in Table 2.

| Location | Fire Threat Tier | Electric Assets | Risk Description | Targeted Action/s | Timeframe |
|---|---|---|---|---|---|
| **Banning Canyon** | 3 | 12.47kv OH distribution - 3 miles | Single-circuit overhead line feeds 8 water distribution wells needed for fresh water and fire protection | Joint project with SCE to harden the line which will include covered conductor, avian protection, fire-retardant wrap at base of poles, and 12.47kV recloser near base of the canyon. | Construction schedule is currently unknown. Coordination with SCE on shared cost will be required. Due to budget constraints, construction activity will fall into BEU's new Electric Master Plan to be completed during FY 24/25. Additional information will be provided in a future WMP update. |
| **Mias Canyon** | 3 | BEU provides OH 12.47kv and 7.2kv through Mias Canyon to 14 SCE customers | No disconnect device (recloser) exists to disconnect power to SCE customers in case of fire emergency.<br><br>Operating procedures with SCE have not been established. Coordination prior to construction will be required. | Install temporary in-line stick operated disconnects.<br><br>Develop engineering estimate for line upgrade and reclosers<br><br>Increase monitoring and limit fuels | Design is currently complete. Application for grant funding thru FEMA is complete and awaiting decision on award. Grant funding thru Prepare CA match has been approved as of November 2022. Construction to begin after award of FEMA grant funds, tentatively scheduled to begin FY 24/25. |

| | | | | | |
|---|---|---|---|---|---|
| **South of the I-10 Freeway between Sunset Avenue and South Highland Home Road** | 2 | BEU provides OH 34.5kV for sub-transmission voltage to Midway Substation, 12.47kv and 7.2kv for supplemental service to a housing tract and municipal water facilities | Water wells and pump stations within this Tier 2 area are directly affected by loss of power along this pole line | Joint project with City of Banning Public Works and current developer to harden/underground the facilities as part of the new Sun Lakes Blvd extension between Sunset Avenue and Highland Home Road | Development agreement is being pursued thru the City for funding of this project. This project will be incorporated within BEU upcoming Capital Improvement Program. |
| **East Banning, North of I-10 Freeway** | 2 | BEU provides OH 12.47kv and 7.2kv along the boundary of North Hathaway Street | Service to large industrial facilities is affected by loss of power along this pole line. | Joint project with an aggregate processing industrial user to harden a pole line due to a required relocation and joint projects with several large warehouse developments to and underground facilities along Hathaway Steet, Nicolet Street and Wilson Street. | Design for the pole hardening project is currently complete. Coordination with the industrial user has commenced and is scheduled to be completed during FY 24/25. Undergrounding of overhead utilities will be coordinated in phases with the large industrial developers. The effort is expected to last several years and is tentatively scheduled to begin FY 25/26. |

**Table 2 - Action Plan for Tier 2 and Tier 3 Areas**

## B. ENTERPRISEWIDE SAFETY RISKS

BEU does not have a database of what type of events have caused the most fires over the years. Based on current outage information, the ranking of factors causing BEU's outages was estimated as equipment deterioration or failure, vegetation (tree branches and palm fronds), vehicles running into BEU equipment, animals (mostly birds, snakes, and rodents), mylar balloons, lightning and vandalism.

During the past three years, BEU's largest and longest lasting outages have been caused by equipment deterioration or failure and vehicle damage to BEU equipment. The most outages (by number) over this period are due to equipment deterioration or failure, vegetation (mostly customer trees in service laterals) and vehicles hitting BEU equipment. BEU contracts with professional tree trimming vendors to ensure that all transmission and distribution equipment within the public right-of-way and on City-owned property are clear from any potential hazards involving vegetation.

BEU has had a long-term problem with palm fronds and other taller trees on private property throughout the city that blow free during wind events and fall across BEU's power lines. BEU's field staff does its best to engage and educate property owners of the inconvenience to other rate payers and potential dangers that may be present by allowing tree branches to reside near live power lines. Older, unkept trees that have the appearance of deterioration possibly due to tree rot are given the highest priority for required action. BEU may impose penalties that may include a fine or temporary disconnection of electric service if such vegetation hazards are not remedied within a specified amount of time once official notice of the unsafe condition is given.

## C. CHANGES TO CPUC FIRE THREAT MAP

BEU has considered the recommended threat levels identified on the CPUC Fire Threat Map and proposes to evaluate and remedy our construction standards accordingly. However, BEU has identified certain challenges to the methodology used to identify some of the areas with the service territory as high-risk wildfire threat zones.

As expressed in previous WMP updates, BEU may choose to evaluate and recommend the following areas be eliminated from designation as a high-risk fire area although the CPUC fire map and FRAP Map show these areas as elevated risk areas:

- The site of the Rancho San Gorgonio Development
- East Banning north and south of the Banning Airport
- Gilman Ranch and Sunnyslope Cemetery areas,
- The portion of southeast Banning that lies south of Wesley Street and Smith Creek

BEU believes that these areas could potentially have low risk of wildfire ignition due to the existence of only a few hundred feet of overhead wire in these sparsely developed areas. BEU also does not plan to construct additional overhead lines in these areas. Additionally, within the next few years, three new master planned communities will begin construction in the Rancho San Gorgonio, Gilman Ranch and Sunnyslope Cemetery areas, eliminating much of the undeveloped at-risk area.

BEU is currently in the process of new Electric Master Plan to address many aspects of improvement within its distribution system, which will also detail how to evaluate and effectively mitigate the areas referenced above. The plan, which will commence during the 2025 WMP review period, will

outline recommended funding mechanisms to achieve its goals while also evaluating the level of risk associated with these areas, if any at all. This information will be presented to the Board for review and guidance based on BEU's findings.

# V. WILDFIRE PREVENTATIVE STRATEGIES

## A. HIGH FIRE THREAT DISTRICT

BEU directly participated in the development of the California Public Utilities Commission's (CPUC) Fire-Threat Map,[5] which designates a High-Fire Threat District. In the map development process, BEU served as a territory lead, and worked with utility staff and local fire & government officials to identify the areas of BEU's service territory that are at an elevated or extreme risk of power line ignited wildfire. BEU has incorporated the High Fire Threat District into its construction, inspection, maintenance, repair, and clearance practices, where applicable.

## B. WEATHER MONITORING

BEU monitors current and forecasted weather data from a variety of sources including:

- United States National Weather Service
- United States Forest Service Wildland Fire Assessment System
- National Fire Danger Rating System
- National Interagency Fire Center – Predictive Services for Northern and Southern California.
- Any official warnings from CAL Fire

BEU assigns one of four operating conditions based on the relevant weather data and knowledge of local conditions:

**(1) Normal:** During normal conditions, no changes are made to operations or work policy.

**(2) Elevated:** During elevated fire-risk conditions, patrols begin in the areas of elevated and extreme risk to wildfires.

**(3) Extreme:** During extreme fire-risk conditions, an additional crew is assigned to either patrol or remain on stand-by to assist with any corrective action in the areas of elevated and extreme risk to wildfires.

**(4) Red Flag:** If the National Weather Service declares a Red Flag Warning for any portion of BEU's service territory, then an additional crew will be assigned to patrol the areas of elevated and extreme risk to wildfires and assist with any corrective action needed.

[5] Adopted by CPUC Decision 17-12-024.

## C. DESIGN AND CONSTRUCTION STANDARDS

BEU's electric facilities are designed and constructed to meet or exceed the relevant federal, state, or industry standard. BEU treats CPUC General Order (GO) 95 as a key industry standard for design and construction standards for overhead electrical facilities. BEU meets or exceeds all standards in GO 95. Additionally, BEU monitors and follows as appropriate the National Electric Safety Code.

## D. VEGETATION MANAGEMENT

BEU meets or exceeds the minimum industry standard vegetation management practices. For transmission-level facilities, BEU complies with NERC FAC-003-4, where applicable. For both transmission and distribution level facilities, BEU meets: (1) Public Resources Code section 4292; (2) Public Resources Code section 4293; (3) GO 95 Rule 35; and (4) the GO 95 Appendix E Guidelines to Rule 35. These standards require significantly increased clearances in the High Fire Threat District. The recommended time-of-trim guidelines do not establish a mandatory standard, but instead provide useful guidance to utilities. BEU will use specific knowledge of growing conditions and tree species to determine the appropriate time of trim clearance in each circumstance.

| GO 95, Rule 35, Table 1 | | | | | |
|---|---|---|---|---|---|
| Case | Type of Clearance | Trolley Contact, Feeder and Span Wires, 0-5kv | Supply Conductors and Supply Cables, 750 - 22,500 Volts | Supply Conductors and Supply Cables, 22.5 - 300 kV | Supply Conductors and Supply Cables, 300 - 550 kV (mm) |
| 13 | Radial clearance of bare line conductors from tree branches or foliage | 18 inches | 18 inches | ¼ Pin Spacing | ½ Pin Spacing |
| 14 | Radial clearance of bare line conductors from vegetation in the Fire-Threat District | 18 inches | 48 inches | 48 inches | 120 inches |

| Appendix E<br>Guidelines to Rule 35 | | |
|---|---|---|
| The radial clearances shown below are recommended minimum clearances that should be established, at time of trimming, between the vegetation and the energized conductors and associated live parts where practicable. Reasonable vegetation management practices may make it advantageous for the purposes of public safety or service reliability to obtain greater clearances than those listed below to ensure compliance until the next scheduled maintenance. Each utility may determine and apply additional appropriate clearances beyond clearances listed below, which take into consideration various factors, including: line operating voltage, length of span, line sag, planned maintenance cycles, location of vegetation within the span, species type, experience with particular species, vegetation growth rate and characteristics, vegetation management standards and best practices, local climate, elevation, fire risk, and vegetation trimming requirements that are applicable to State Responsibility Area lands pursuant to Public Resource Code Sections 4102 and 4293. | | |
| **Voltage of Lines** | **Case 13** | **Case 14** |
| Radial clearances for any conductor of a line operating at 2,400 or more volts, but less than 72,000 volts | 4 feet | 12 feet |
| Radial clearances for any conductor of a line operating at 72,000 or more volts, but less than 110,000 volts | 6 feet | 20 feet |
| Radial clearances for any conductor of a line operating at 110,000 or more volts, but less than 300,000 volts | 10 feet | 30 feet |
| Radial clearances for any conductor of a line operating at 300,000 or more volts | 15 feet | 30 feet |

Within the High Fire Threat District, BEU performs an evaluation of every tree that has the potential to strike overhead facilities it if were to fail on a basis required by statewide frequency requirements. BEU performs more frequent and detailed inspections of any such trees, and in cases where "hazard trees" (dead, dying, diseased or leaning) could strike the facilities, will work with the land owner to remove the tree or portion of the tree that poses a risk.

BEU has completed vegetation management on all of it poles in the Tier 2 and Tier 3 HFTD and also in other areas identified by CAL Fire as possible hazardous to wildfire between April and June of 2023. The vegetation management activities include clearing away any tree branches, dry brush, or other types of vegetation within 4ft of energized line and up to 10ft from base of each pole operating at 12,470 volts and below. The poles that were identified and mitigated are shown in Figure 6 below.

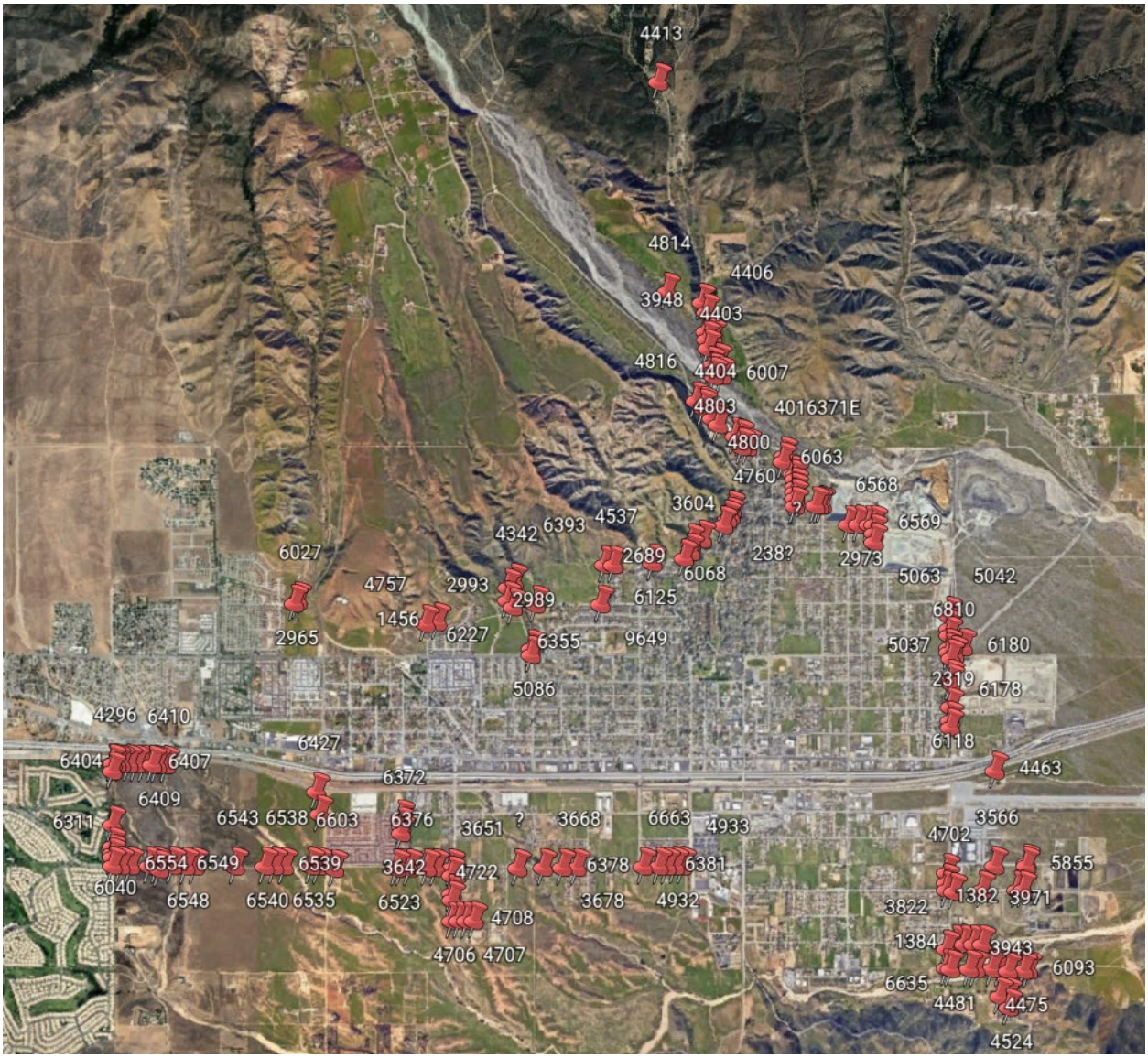



**Figure 6 - Poles Cleared for Vegetation Management**

There are approximately 164 solely owned and jointly owned utility poles that BEU mitigated during this maintenance interval, and will continue to do annually as part of the vegetation management and fuel reduction program. Many of the areas identified in Figure 6 above aren't in the traditional Tier 2 and Tier 3 HFTD. We believe this is due to the incorporation of areas into the Fire Map that have had historical fire data, which do not pose elevated risks to wildfire. As a best practice, BEU has decided to incorporate these poles into our vegetation management program regardless of their relevance to Wildfire Mitigation.

## E. INSPECTIONS

BEU meets or exceeds the minimum inspection requirements provided in CPUC GO 165 and CPUC GO 95, Rule 18. Pursuant to these rules, BEU inspects electric facilities in the Hight Fire Threat District more frequently than the other areas of its service territory. Additionally, BEU staff uses their knowledge of the specific environmental and geographical conditions to determine when areas outside of the High Fire Threat District require more frequent inspections.

BEU performs a detailed inspection of each pole. Detailed inspections include careful visual inspections of each pole to identify any non-conformance with GO 95 and GO 165, infringement by other utilities on poles or rights-of-way, defects, potential safety hazards and deterioration of poles, cross-arms or insulators.

BEU also performs safety/visual inspections (also known as patrols) of cross-arms, insulators and conductor, a brief visual inspection to identify obvious damage or non-conformance of the poles that could result in an ignition source.

Finally, BEU performs detailed pole tests to assess the condition of transmission and distribution poles to identify which poles need to be repaired or replaced. The specific tests include pole sounding, butt testing, and visual inspections. The test information is used to determine the pole strength and shell thickness.

If BEU staff discovers a facility in need of repair that is owned by an entity other than BEU, BEU will issue a notice to repair to the facility owner and work to ensure that necessary repairs are completed promptly. If BEU owns utility space on this pole, then the notification will be filed through the JPA process.

BEU works to ensure that all inspections to be performed within the High Fire Threat District are completed before the beginning of the historic fire season, which typically began on September 1. However, California continues to experience destructive wildfires and prolonged periods of high fire danger due to an extended drought, which produces a near year-round fire season. Therefore, BEU monitors drought conditions and other relevant factors throughout the year to determine if inspections should be completed on a shorter timeframe.

In Tiers 2 and 3 of the High Fire-Threat District, the inspection intervals for Solely-owned and Joint Use poles shall not exceed the time specified in the following Table.

| Inspection | Tier 2 | Tier 3 |
|---|---|---|
| Patrol | 2 Years | 1 Year |
| Detailed – Includes pole-butt tests and/or intrusive testing | 10 Years | 5 Years |

Although Tier 2 patrol inspection intervals are designated to be completed in two-year intervals, BEU has decided for now to patrol these areas yearly while drought conditions persist.

## F. WORKFORCE TRAINING

BEU has implemented work rules and complementary training programs for its workforce to help reduce the likelihood of the ignition of wildfires. As described earlier, the Election Operations Manager is responsible for such safety programs, which includes specific training that helps crews recognize and predict wildfire trends and patterns and learn the skills required to evaluate and install new protective equipment to reduce fire risk.

## G. RECLOSING POLICY

BEU currently handles all circuit reclosing activities at the substation, particularly at the feeder circuit breaker control level. BEU does not currently have any in-field distribution circuit reclosers installed in its distribution system. However, BEU does plan to provide circuit reclosers on its circuit that supplies power to both Banning Canyon and Mias Canyon due to extreme (Tier 3) fire risk that this particular area is exposed to.

## H. DE-ENERGIZATION

The combination of predicted wind gusts up to 50 mph, low humidity of 5 to 10 percent, and warm temperatures have created a Red Flag warning for extreme fire conditions in our area. As a result, of the most contentious areas of discussion in wildfire mitigation analysis has been the willingness or ability of utilities to de-energize transmission and distribution circuits during red flag weather events or other high-risk periods. Public Safety Power Shut-Offs (PSPS) is the de-energization of power lines to protect public safety under California law.

While SCE alerts have been deployed to BEU customers that the Dysart, Saddleback, and Stubby circuits could experience PSPS events during red flag weather events, these events will not impact Banning Electric Utility customers at this time. These unincorporated areas currently affected by PSPS are not served by BEU. A potential PSPS event within the City of Banning would only occur if the Banning Circuit out of El Casco is impacted by a PSPS event. Currently, the Banning Circuit out of El Casco is not scheduled for a PSPS event. If an SCE PSPS will impact Banning Electric Utility customers in the future, every attempt will be made to alert and inform our customers.

BEU identifies two separate justifications for de-energizing a circuit. The first is for operational reasons, such as a local fire or request by safety officers for a specific circuit to be de-energized as a result of an ongoing event. The second is a pre-emptive de-energization to reduce fire risk or some other potential impact due to anticipated conditions.

BEU recognizes that de-energizing circuits could have an impact on surrounding utilities such as SCE, water production and pumping facilities, wastewater reclamation facilities, local

communication switchyards and cell towers. Any de-energization policy must consider the impacts on these entities. More importantly, de-energizing lines affects the ability of fire fighters to control the fire.

BEU will continue to de-energize circuits for operational reasons at the request of police and fire personnel. At this time, BEU does not intend to preemptively de-energize lines due to the impact on firefighting capabilities in the City. However, BEU must evaluate the effects of possible SCE line de-energization on its ability to serve customers during extreme weather events.

While not BEU's initial intent, this plan recognizes that BEU has the authority to preemptively shut off power due to fire-threat conditions; however, this option will only be used in extraordinary circumstances. BEU will make a case-by-case decision to shut off power based on the following considerations:

- Red Flag Warnings issued by the National Weather Service for fire weather zones that contain BEU circuits;
- BEU staff assessments of local conditions, including wind speed (sustained and gust), humidity and temperature, fuel moisture, fuel loading and data from weather stations;
- Real-time information from staff located in areas identified as at risk of being subject to extreme weather conditions;
- Input from BEU fire experts and vegetation experts;
- Input from local and state fire authorities regarding the potential consequences of wildfires in select locations;
- Alternative ways to reroute power to affected areas;
- Awareness of mandatory or voluntary evacuation orders in place;
- Expected impact of de-energizing circuits on essential services;
- Other operational considerations to minimize potential wildfire ignitions, including the blocking of reclosers on the identified circuit(s);
- On-going fire activity throughout BEU territory and California;
- Ability to notify customers;
- Notifications to local governments and public officials; and
- Potential impacts to communities and customers

A typical but not required procedure for identifying and responding to potential wildfire threats would be:

- During Extreme weather events where wind gusts exceed 25 mph, activate the appropriate operations requirements in response to the weather which may include public advisory through various communication channels
- During Red Flag weather events where wind gusts exceed 50 mph, activate the appropriate operations requirements in response to the weather, which will include public notice to customers of a potential PSPS event

Banning will occasionally experience higher than normal wind speeds, some that may exceed 80 mph. It is important for BEU to be even more vigilant during these extreme wind events, which may necessitate the need de-energize in elevated risk areas that may be susceptible to wildfire. BEU plans to evaluate each case individually in order to make the best decision regarding PSPS for the Utility and its customers.

## 1. IMPACTS TO PUBLIC SAFETY

While there are not any impacts directly related to public safety through power shutoff, BEU understands the difficulty of its customers being able to function regularly and safely during a power outage. BEU always recommends that its customers prepare for outages regardless of cause.

## 2. CUSTOMER NOTIFICATION PROTOCOLS

BEU has sent letters to all customers encouraging them to follow Banning Electric on Twitter, Facebook, and Instagram for future updates and alerts and register for alerts and updates on the City of Banning at Nixle. Nixle helps keep customers up-to-date with relevant information from your local public safety departments & schools.

Key Accounts

BEU has a responsibility to the community when it comes to providing safe, reliable, and sustainable power to its customers. In that mission, BEU recognizes that it is important to keep its most vulnerable customers abreast of all information on situations that could have an impact on power delivery. BEU staff is developing a Key Accounts system that will quickly and thoroughly notify medical baseline customers and others that are identified as critical facilities in any event that poses a risk of wildfire and/or will compromise delivery of electric power to BEU customers. Key Accounts will not be limited to only critical care customers; it will include other critical demand customers as well such as first responders, public safety, mass transit, local government, etc.

## VI. COMMUNITY OUTREACH AND PUBLIC AWARENESS

To date, BEU has not had any other community outreach in regard to fire safety aside of presenting each Wildfire Mitigation Plan thru Public Hearings at Banning City Council meetings. BEU plans to hold community meetings when appropriate to discuss information on BEU's fire mitigation activities including the potential use of PSPS de-energization protocols. Subject matter expert personnel will be available at these meeting and will deliver information and answer questions related to a variety of topics including:

- Climate change impacts on wildfires
- Grid hardening and other engineering practices
- Vegetation management
- Weather monitoring as it relates to elevated/extreme threat and red flag events
- PSPS protocol
- Safety during outages

## VII. RESTORATION OF SERVICE

If a transmission or distribution line has been de-energized in anticipation of a wildfire threat, BEU troubleshooters or patrollers must perform additional steps prior to re-energization. In an event of a wildfire where distribution poles or transmission structures were burned, additional steps must be taken to rebuild the lines. BEU field crews must take several important steps prior to restoring electrical service after a de-energization event which include:

- Patrol - look for vegetation in lines and any obvious damage that may prevent safe energization; notify communication company(ies) if their cables have been affected and relocate if safe to do so
- Repair – if equipment damage is found, additional crews are dispatched with new materials to repair or replace damaged equipment after area is cleared of any obstructions
- Test - once the lines and poles are safe to operate, crews test the infrastructure by closing the fuse, or breaker to re-energize the power line
- Restore - power is restored and BEU provides notification of power restoration to customers

# VIII. EVALUATING OF THE PLAN

## A. METRICS AND ASSUMPTIONS FOR MEASURING PLAN PERFORMANCE

BEU will track two metrics to measure the performance of this Wildfire Mitigation Plan: (1) number of fire ignitions; and (2) wires down within the elevated fire threat areas.

### METRIC 1: FIRE IGNITIONS

For purposes of this metric, a fire ignition is defined as follows:

- BEU facility was associated with the fire;
- The fire was self-propagating and of a material other than electrical and/or communication facilities;
- The resulting fire traveled greater than one linear meter from the ignition point; and
- BEU has knowledge that the fire occurred.

While there have been no ignitions of fire by BEU facilities as of the drafting of this plan, there has been one fire of 10 acres or more and another fire under 10 acres that have occurred within City limits since the 2023 WMP update. Both fired however were outside of the BEU service territory:

- On May 25, 2024, a 34-acre vegetation fire ignited on Idyllwild Highway in unincorporated Banning and was contained the same day. There were no BEU facilities within the area.
- On May 28, 2024, a 7-acre vegetation fire ignited on Idyllwild Highway in unincorporated Banning and was contained the same day. There were no BEU facilities within the area.

### METRIC 2: WIRES DOWN

The second metric is the number of distribution and transmission wires downed within BEU's elevated fire threat areas annually. For purposes of this metric, a wire down event includes any instance where an electric transmission or primary distribution conductor falls to the ground or on to a foreign object.

BEU will not normalize this metric by excluding unusual events, such as severe storms. Instead, BEU will supplement this metric with a qualitative description of any such unusual events.

## B. IMPACT OF METRICS ON PLAN

<u>BEU Performance Metrics</u>

Table 3 below gives some information on BEU's performance metrics during this plan review period per the performance categories above.

| Category | Performance Metric |
|---|---|
| **Equipment Failure** | Number of fire ignitions due to equipment failure in Tier 2 or 3 HFTD: **0**<br><br>Number of wires down in Tier 2 or 3 HFTD: **0**<br><br>Number of pole failures in Tier 2 or 3 HFTD: **1** |
| **Vegetation Management** | Number of outages caused by wire contact with vegetation in Tier 2 or 3 HFTD: **0**<br><br>Number of recurring tree issues in Tier 2 or 3 HFTD: **0** |
| **Construction** | Feet of primary non-insulated conductor replaced with insulated conductor in Tier 2 or 3 HFTD: **0**<br><br>Feet of primary conductor placed underground in Tier 2 or 3 HFTD (grid hardening): **3200 (includes some new construction)**<br><br>Number of wood poles equipped with fire-protectant wrap in Tier 2 or 3 HFTD: **0**<br><br>Number of wood poles replaced with fire-resilient poles in Tier 2 or 3 HFTD: **0**<br><br>Installation of avian protection over equipment connections at utility poles in Tier 2 or 3 HFTD: **0** |

**Table 3 - WMP Performance Metrics**

## C. MONITORING AND AUDITING THE PLAN

This Wildfire Mitigation Plan will be presented to Banning City Council in June of 2024 as part of the Public Hearing process. BEU will present an update of this plan by way of Public Hearing before the Banning City Council on an annual basis. Each year, BEU will conduct an internal audit of the plan as it is updated.

## D. IDENTIFYING AND CORRECTING DEFICIENCIES IN THE PLAN

As each WMP plan update is reviewed, any noted areas of improvement will be presented to the Banning City Council for inclusion. Specific areas that should be examined include identifying better communication methods with residents in high threat fire areas and identifying better evacuation methods. Evacuation and communication issues are part of the Riverside County's and City of Banning's Local Hazard Mitigation Plan (LHMP) and they will be responsible for implementing their plans with BEU's assistance. A primary goal of the City is to implement a mass communication system to help during disasters.

BEU will collaborate with SCE on protocols for notifying residents of Mias Canyon and City of Banning operational facilities in Banning Canyon of any potential fire threats. If necessary, SCE could make regional notifications of potential PSPS and fire threats and BEU must coordinate any

information it releases with SCE to avoid releasing contradictory information. BEU will continue to monitor area weather conditions and work with SCE to provide advanced warning of extreme weather events, elevated fire danger conditions, and planned PSPS events that may affect BEU's service to its customers.

## E. MONITORING THE EFFECTIVENESS OF INSPECTIONS

The Wildfire Prevention Plan will be evaluated on an annual basis to assess its effectiveness. This Plan will be judged based upon:

- Number of downed wires in elevated fire threat areas annually;
- Vegetation management in compliance with GO 95;
- Number of compromised poles repaired/replaced annually;
- Feet of non-insulated conductor replaced with insulated/covered conductor in high threat fire areas where applicable;
- Feet of primary and secondary power lines placed underground in high fire threat areas (grid hardening)
- Number of wood poles equipped with fire protectant wrap, coating or barrier in high fire threat areas
- Number of wood poles replaced with fire-resilient poles in high fire threat areas
- Installation of avian protection over equipment connections at utility poles within high fire threat areas
- Number of fires in elevated threat areas caused by BEU's electrical equipment.

BEU intends to do its best at keeping wires from falling, being aggressive with its vegetation management, replacing or repairing all its poles and replace its non-insulated conductor with insulated or covered conductor in the areas that make the most sense, BEU should not be responsible for many, if any, fires in high-threat areas even though wildfires may start in the area due to other reasons.

Review of Mitigation Activity Accomplishments

During the initial year following the first draft of the WMP, BEU has implemented several strategies to help minimize the risk/potential of wildfire within its service area. Table 4 below details some of the accomplishments made to reduce wildfire risk.

| Category | Risk Description | Accomplishments |
|---|---|---|
| **Design and Construction** | New industrial development and Water Well facility within Tier 2 HFTD area | Completed a 3,200 ft underground 12.47kV line extension to a new industrial end user and City Water Well facility. Most of this line extension consisted of construction within the Tier 2 HFTD. |

| | | |
|---|---|---|
| **Design and Construction** | Distribution Construction Standards Improvements | Added improvements to construction standards such as the use of fiberglass cross arms, covered conductor for Tier 3 HFTD areas, avian protection, current limiting fuses, and polymer insulators and the use of FRP-wrapped wood poles, steel, or fiberglass poles in HFTD areas |
| **Inspection and Maintenance** | GO 165 Annual Inspections | Annual system patrol to inspect the condition of electrical assets in Tier 3 HFTD areas 100% complete. Bi-Annual system patrol and inspection of Tier 2 HFTD areas is 100% complete. |
| **Operational Practices** | Relay/Reclosing Strategies | Increased sensitivity for all substation reclosers on feeders with assets in the Tier 2 and Tier 3 areas |

**Table 4 - Mitigation Activity Accomplishments**

To continue improving fire safety measures, BEU plans to utilize automated in-line field reclosers and cutout mounted reclosers at certain locations within the Tier 2 and 3 HFTD areas. Covered conductor will be utilized on utility lines within Banning Canyon and Mias Canyon which are the two areas that are almost completely within the Tier 3 HFTD, and BEU will analyze the use for other areas as well.

## IX. INDEPENDENT AUDITOR

Public Utilities Code section 8387(c) requires BEU to contract with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of this Wildfire Mitigation Plan. An independent evaluator was utilized during the initial WMP documentation, and BEU will determine when it would be appropriate to utilized an independent evaluator for future WMP to evaluate completeness and issue a report that will be posted to the BEU website.

**CITY OF BANNING**
**STAFF REPORT**

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Douglas Schulze, City Manager** |
| **PREPARED BY:** | **Emery Papp, Senior Planner** |
| **MEETING DATE:** | **June 25, 2024** |
| **SUBJECT:** | **Consideration of Zoning Text Amendment (ZTA 24-0050) and First Reading of Ordinance 1605, Amending Table 17.08.020 of Section 17.08.020 of Article I of Chapter 17.08 of Division II of Title 17 of the City of Banning Municipal Code to Clarify that Affordable Housing Uses are Permitted by Right and are not Subject to Discretionary Action in Specified Zoning Districts as Required by State Law; and Making a Determination of Exemption from the California Environmental Quality Act** |

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**RECOMMENDATION:**

Introduce, as read by title only, and waive further reading of Ordinance 1605.

**BACKGROUND:**

The 6th Cycle Housing Element Update, which spans the time period from 2021 through 2029, was adopted by the City Council on November 9, 2021 and was submitted to the California Department of Housing and Community Development (HCD) for certification review on November 18, 2021. At the conclusion of a 90-Day Review Period, HCD rescinded their previous conditional certification of the Housing Element and required revisions to an Ordinance previously approved by a former HCD reviewer. These revisions were detailed in the HCD comment letter dated February 21, 2022.

A revised 6th Cycle Housing Element Update was prepared, which addressed comments received from HCD and was reviewed by the Planning Commission on December 6, 2023, and was then reviewed and adopted by the City Council on January 9, 2024. The readopted 6th Cycle Housing Element was transmitted to HCD for Certification review. To be considered for Certification by HCD, the proposed Zoning Text Amendments contained in Ordinance 1600 were integral to implementing the Housing Element Programs. The adopted Ordinance 1600 was transmitted to HCD prior to the conclusion of HCD's 60-day review on March 14, 2024.

A letter from HCD dated March 29, 2024, stated that although the City of Banning 6th Cycle Housing Element complied with the statutory requirements of State Housing Element law, the Housing Element was found to not be in substantial compliance due to the wording of a line item in Table 17.08.020, and the wording of footnote number 7 of the same table. Staff worked directly with HCD to garner tentative agreement of proposed amendments to Table 17.08.020, and footnote number 7, as shown in redline/strikethrough format in the attached Draft Ordinance 1605.

Pursuant to an email conversation with HCD staff on May 17, 2024 (attached), the proposed Zoning Text Amendment/Ordinance 1605, when adopted, and an executed copy of which is transmitted to HCD, will garner certification of the 6th Cycle Housing Element. Until the 6th Cycle Housing Element is Certified

by HCD, the City is not eligible to compete for federal, state, or local grant money. If HCD continues to find that the City has a noncompliant Housing Element, the City can lose the ability to receive Community Development Block Grants as well as other negative incentives such as fines and increases to the City's Regional Housing Needs Assessment.

**JUSTIFICATION:**

Adoption of Ordinance 1605 will implement Zoning Text Amendment (ZTA 24-0050), a proposal to Amend Table 17.08.020 in BMC Section 17.08.020, Residential Zoning Districts (Chapter 17.08, Article I, Division II); amending Permitted and Conditionally Permitted Uses by moving the line item for "Affordable Housing" to just below "Multi-Family Housing" in the Table; and amending footnote number 7 to Table 17.08.020 of the BMC, from:

"[7] Housing developments in the VHDR district are permitted at a minimum density of twenty-four dwelling units to 30 dwelling units per acre, without a Public Hearing required. Applies only to affordable housing projects pursuant to Government Code Section 65583."

to the following:

"[7] Affordable housing developments pursuant to Government Code Section 65583.2 and located within the multi-family housing zoning districts are permitted by right without a public hearing or discretionary action and, in the VHDR district, are permitted at a minimum density of 24 dwelling units to 30 dwelling units per acre."

Findings:

Finding A: The proposed Amendment is consistent with the goals and policies of the General Plan.

Findings of Fact: The proposed amendment to Title 17 (Zoning) is consistent with the following goals and policies of the General Plan: Community Development Element: Goal. A balanced, well planned community including businesses which provides a functional pattern of land uses and enhances the quality of life for all Banning residents. Policy 1. The City maintain a land use map which assures a balance of residential, commercial, industrial open space and public lands. Policy 2. The Planning, Public Works and Economic Development staff shall be closely coordinated, to assure [sic] efficient and cost effective processing of applications. Policy 3. Development in all land use categories shall be of the highest quality. Policy 4. Specific Plans shall be required to for projects proposing one or more of the following: More than one residential land use designation; A combination of residential, commercial and/or industrial land use designation; or Extension of infrastructure (water, sewer and roadways) into an area where these do not exist. Policy 5. All land use proposals shall be consistent with the goals, policies and programs of this General Plan, and with the Zoning Ordinance. Policy 6. The City shall implement a program for art in public places. Housing Element (6th Cycle Housing Element Update): Goal Promote the maintenance and preservation of the City's existing housing stock. Policy 1.1 Encourage the revitalization of the existing housing stock through rehabilitation programs. Policy 1.2 Continue to establish and enforce property maintenance regulations that promote the sound maintenance of property and enhance the livability and appearance of residential areas. Policy 1.3 Promote the development of attractive and safe housing to meet community needs.

Finding B. The proposed Amendment is consistent with the goals and policies of Title 17 of the Municipal Code (Zoning Ordinance).

Findings of Fact: The proposed amendment to Title 17 (Zoning) is internally consistent with the rest of Title 17. This proposed amendment will create opportunities for attractive and safe residential housing for all current and future City of Banning residents from all socio-economic groups. The Project will also implement Housing Element Policy 2.2 by supporting the development of housing affordable to all income groups by utilizing a variety of public and private efforts.

Finding C: That the Planning Commission has independently reviewed and considered the requirements of CEQA. Findings of Fact: As stated in Section 1 of this Resolution, Planning Division staff find and

determine that the proposed amendments to Title 17 (Zoning), as set forth in Exhibit B to this Resolution, is not subject to CEQA pursuant to State CEQA Guidelines Section 15061(b)(3); the Planning Commission has reviewed staff's determinations of exemption from CEQA, and recommends that the City Council, based on its own independent judgement, concur with staff's determination of exemption and direct the Community Development Director to file the Notice of Exemption attached as Exhibit A to this Resolution.

Environmental Determination

Pursuant to the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, the Project is exempt from the California Environmental Quality Act (CEQA) subject to Section 15061(b)(3), because it can be seen with certainty there is no possibility these amendments may have a significant effect on the environment. Subject to Section 15061(b)(3) (Review For Exemptions) of the CEQA Guidelines, no further analysis is required and a Notice of Exemption has been prepared for the Project. Future projects subject to proposed amendments to Title 17 (Zoning) will require a discretionary permit and CEQA review, and will be analyzed at the appropriate time in accordance with CEQA.

Public Communication

The proposed Ordinance 1605 (Zoning Text Amendment 24-0050) to achieve certification of the City of Banning 6th Cycle Housing Element was advertised in the Record Gazette newspaper on May 17, 2024 for the May 29, 2024 Planning Commission meeting; and on June 14, 2024 for the June 25, 2024 City Council public hearing.

As of the date of this report, staff has not received any written comments on the project.

Planning Commission Action

On May 29, 2024, the Planning Commission voted unanimously to adopt PC Resolution 2024-11, recommending that the City Council adopt Ordinance 1605; and find that the project is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines.

**FISCAL IMPACT:**

Other than staff time, none if adopted but potentially severe sanctions if the Housing Element is not Certified by HCD. Future residential or mixed-use development pursuant to adopted Housing Element goals and policies will be paid for through the submittal of developer fees.

**ALTERNATIVES:**

1. Adopt Ordinance 1605 (ZTA 24-0050)
2. Direct staff to the revise the Draft Zoning Text Amendment
3. Provide alternative direction to staff.

**ATTACHMENTS:**

1. Ordinance 1605.docx
2. RE_ Draft Zoning Ordinance 16xx, City of Banning, CA HCD Certification Review.pdf
3. draft_NOE_ZTA_24-0050.docx
4. 2024 06 11_PHN ZTA 24-0050 (Housing Element Implementation 2).docx

**ORDINANCE 1605**

**AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, AMENDING TABLE 17.08.020 OF SECTION 17.08.020 OF ARTICLE I OF CHAPTER 17.08 OF DIVISION II OF TITLE 17 OF THE CITY OF BANNING MUNICIPAL CODE TO CLARIFY THAT AFFORDABLE HOUSING USES ARE PERMITTED BY RIGHT AND ARE NOT SUBJECT TO DISCRETIONARY ACTION IN SPECIFIED ZONING DISTRICTS AS REQUIRED BY STATE LAW; AND MAKING A DETERMINATION OF EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

The City Council of the City of Banning does hereby ordain as follows:

SECTION 1. Findings and Purpose.

A. On January 9, 2024, the City of Banning adopted a revised Housing Element update for the 6th Cycle based on comments received from the State of California Department of Housing and Community Development (HCD) and the public.

B. The City has submitted its revised Housing Element update to HCD for review and certification. HCD has 60 days to act, during which time the City must adopt certain zoning text amendments described in the Housing Element; including: (1) establishing residential density at 30 dwelling units per acre (DU/AC); (2) establishing a zone or zones that authorizes certain Multi-Family Residential (MFR)/High Density Residential) (HDR) housing projects or as a ministerial action (e.g., "by right"); (3) adopting objective residential development standards decreases the barriers to entry as related to Multi-Family Residential and High Density Residential development; and (4) establishing reasonable regulations for Multi-Family Residential and High Density Residential development, is necessary as a means of documenting and preserving these properties. City staff prepared Zoning Text Amendment 23-97503, as set forth in Ordinance 1600, which amended BMC Title 17 for the purpose of fulfilling the City's obligations under its Housing Element.

C. On January 10, 2024, the Planning Commission held a duly noticed public hearing on Zoning Text Amendment 23-97503, during which all interested persons were allowed to comment on the matter. After considering all of the evidence and testimony presented at that hearing, the Planning Commission adopted Resolution 2024-02, recommending that the City Council adopt Ordinance 1600 approving Zoning Text Amendment 23-97503.

D. On February 13, 2024, the City Council held a duly noticed public hearing on Zoning Text Amendment 23-97503, during which all interested persons were allowed to comment on the matter, and introduced Ordinance 1600. On February 27, 2024, the City Council adopted Ordinance 1600.

E. On March 14, 2024, City staff forwarded a certified copy of Ordinance 1600 to HCD as proof of rezones required to garner HCD Certification of the City of Banning 6th Cycle Housing Element. By letter dated March 29, 2024, HCD informed the City that Zoning Text Amendment 23-97503, as adopted by Ordinance 1600, did not fully comply with the requirements under Government Code Sections 65583.2(c), (h), or (i). Specifically, HCD stated that with respect to affordable housing uses, the City's amendments to the Zoning Ordinance must clearly state such uses are permitted "by right" and are not subject to discretionary review within the Medium Density Residential ("MDR"), High Density Residential ("HDR"), Mobile Home Park ("MHP"), and Very High-Density Residential ("VHDR") Zoning Districts consistent with the requirements under Government Code Section 65583.2.

F. In response to HCD's March 29, 2024 letter, City staff has prepared Zoning Text Amendment 24-0050, as set forth in this Ordinance, to amend Table 17.08.020 of Section 17.08.020 of Article 1 of Chapter 17.08 of Division II of Title 17 of the Banning Municipal Code to

clarify that affordable housing uses are permitted by right and are not subject to discretionary action, as required under State law, in the MDR, HDR, MHP, and VHDR Zoning Districts when 20 percent (20%) or more of the total unit count is reserved for lower-income households.

G. On May 17, 2024, the City gave public notice by advertising in the Record Gazette, a newspaper of general circulation within the City of Banning, of the holding of a public hearing before the Planning Commission at which the proposed amendments to Title 17 (Zoning) would be considered.

H. On May 29, 2024, the Planning Commission of the City of Banning held a duly noticed public hearing on Zoning Text Amendment 24-0050, during which all interested persons were allowed to comment on the matter.

I. Based on all of the evidence and testimony presented at that hearing, and the entirety of the administrative record in this matter, the Planning Commission recommended that the City Council adopt Ordinance 1605.

J. On June 11, 2024, the City gave public notice by advertising in the Record Gazette, a newspaper of general circulation within the City of Banning, of the holding of a public hearing before the City Council at which the proposed amendments to Title 17 (Zoning) would be considered.

K. On June 25, 2024, the City Council of the City of Banning held a duly noticed public hearing on Zoning Text Amendment 24-0050, during which all interested persons were allowed to comment on the matter.

L. Based on all of the evidence and testimony presented at both hearings, and the entirety of the administrative record in this matter, the City Council finds as follows:

a. All facts and findings set forth above in this Section 1 of the Ordinance are true and correct.

b. This Ordinance is consistent with the goals and policies of the City's revised Housing Element update and the City's General Plan as a whole.

c. This Ordinance is internally consistent with the Banning Municipal Code.

d. The proposed Zoning Text Amendment 24-0050 is exempt from the requirements of the California Environmental Quality Act ("CEQA") and the CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed amendment, clarifying that affordable housing uses (where permitted in the City's Zoning Districts) are permitted by right and are not subject to discretionary action as required under State law, will have a significant effect on the environment. The proposed amendment is an administrative process of the City that will not result in direct or indirect physical changes in in the environment. The City Council has independently reviewed the administrative record concerning the proposed Zoning Text Amendment 24-0050 and the proposed CEQA determination, and based on its own independent judgement, finds that the amendment set forth in this Ordinance is not subject to, or exempt from, the requirements of CEQA and the State CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3).

M. All legal prerequisites to adoption of this Ordinance have occurred.

SECTION 2. Table 17.08.020 (Permitted, Conditional and Prohibited Uses) of Section 17.08.020 (Permitted, Conditional and Prohibited Uses) of Article I (General Provisions) of Chapter 17.08 (Residential Districts) of Division II (Land Use Districts) of Title 17 (Zoning) of the Banning Municipal Code is hereby amended as indicated by the following additions and deletions:

"Table 17.08.020

Permitted, Conditional and Prohibited Residential Uses

| Zone | R/A | R/A/H | RR | RR/H | VLDR | LDR | MDR | HDR* | MHP | VHDR |
|---|---|---|---|---|---|---|---|---|---|---|
| **Residential Uses** | | | | | | | | | | |
| Accessory Dwelling Unit | P | P | P | P | P | P | P | P | P | P |

"Table 17.08.020
Permitted, Conditional and Prohibited Residential Uses

| Zone | R/A | R/A/H | RR | RR/H | VLDR | LDR | MDR | HDR* | MHP | VHDR |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| Cannabis Commercial Indoor Cultivation | X | X | X | X | X | X | X | X | X | X |
| Cannabis Manufacturing Level 1 | X | X | X | X | X | X | X | X | X | X |
| Cannabis Distribution Facility | X | X | X | X | X | X | X | X | X | X |
| Cannabis Microbusiness | X | X | X | X | X | X | X | X | X | X |
| Cannabis Personal Cultivation[6] | P | P | P | P | P | P | P | P | P | P |
| Cannabis Retailer | X | X | X | X | X | X | X | X | X | X |
| Cannabis Testing Laboratory | X | X | X | X | X | X | X | X | X | X |
| Other Cannabis Uses | X | X | X | X | X | X | X | X | X | X |
| Commercial cargo/storage container | P | P | P | P | P | X | X | X | X | X |
| Community Gardens | P | P | P | P | P | P | P | P | P | P |
| Condominiums and Townhomes | X | X | X | X | C | C | P | P | X | P |
| Congregate Care Facility | X | X | X | X | X | P | P | P | X | P |
| Day Care Center | P | P | X | X | X | C | C | C | C | C |
| Day Care Home, Small[1] | P | P | P | P | P | P | P | P | P | P |
| Day Care Home, Large[2] | C | C | C | C | C | C | C | C | C | C |
| Dormitory | X | X | X | X | X | C | C | C | X | C |
| Farmworker Housing | P | P | P | P | X | X | X | X | X | X |
| Homeless Shelter | X | X | X | X | X | X | X | C | C | C |
| Mobile Home Parks or Subdivisions | X | X | X | X | X | X | C | C | P | X |
| Multi-Family Residential Dwelling | X | X | X | X | X | C | P | P | X | P |
| **Multiple-Family Affordable Housing (min. 20% lower income, by non-discretionary action)[7]** | **X** | **X** | **X** | **X** | **X** | **C** | **P** | **P** | **P** | **P** |
| Planned Unit Development | X | X | X | P | P | P | P | P | X | P |
| Residential Care Facility/Group Home, Large | X | X | X | X | X | X | C | C | X | C |
| Residential Care Facility/Group Home, Small, Licensed | P | P | P | P | P | P | P | P | P | P |
| Residential Care Facility/Group Home, Small, Unlicensed | X | X | X | X | X | X | C | C | X | C |

"Table 17.08.020
Permitted, Conditional and Prohibited Residential Uses

| Zone | R/A | R/A/H | RR | RR/H | VLDR | LDR | MDR | HDR* | MHP | VHDR |
|---|---|---|---|---|---|---|---|---|---|---|
| Second Dwelling Unit | P | P | P | P | P | P | P | P | X | P |
| Single Family Dwelling | P | P | P | P | P | P | P | C | X | X |
| Single Room Occupancy | X | X | X | X | X | X | X | C | X | P |
| Supportive/Transitional Housing | X | X | X | X | X | X | P | P | X | P |
| **Equestrian Uses** | | | | | | | | | | |
| Stables, Private | P | P | P | P | P | X | X | X | X | X |
| Stables, Commercial | P | C | P | C | C | X | X | X | X | X |
| Tack and Feed Stores | C | C | C | X | X | X | X | X | X | X |
| Veterinary Offices and Hospitals | C | X | C | X | C | X | X | X | X | X |
| **Agricultural Uses** | | | | | | | | | | |
| Grazing of Animals | P | P | P | P | P | P | X | X | X | X |
| Kennels and Catteries, commercial | C | C | C | C | C | C | X | X | X | X |
| Locally Adaptive Farming | P[5] | P[5] | C | C | X | X | X | X | X | X |
| Factory Farms with Genetic Monocultures | X | X | X | X | X | X | X | X | X | X |
| Ranching | P | P | C | C | X | X | X | X | X | X |
| **Recreational Uses** | | | | | | | | | | |
| Clubhouses | C | X | C | X | C | C | C | C | C | X |
| Golf Courses and Related Facilities | C | X | C | X | C | C | C | C | C | X |
| Swimming Pool/Sports Club | X | X | X | X | C | C | C | C | C | X |
| Sports Courts and Fields | C | X | C | X | C | C | C | C | X | X |
| **Accessory Uses** | | | | | | | | | | |
| Telecommunications Antennae | C | X | X | X | X | X | X | X | X | X |
| Garages (for storage of vehicles only, in excess to that required under Chapter 17.28 (Parking Regulations) | C | X | C | X | C | C | X | X | X | X |
| **Other Uses** | | | | | | | | | | |
| Bed and Breakfast | C | C | C | C | C | C | C | X | X | X |
| Boarding House | X | X | X | X | X | X | X | X | X | C |
| Cemeteries | C | X | C | X | C | C | X | X | X | X |
| Churches | C | X | C | X | C | C | C | C | C | X |
| Utility Facilities | C | C | C | C | C | C | C | C | C | X |
| Private Schools | C | C | C | C | C | C | C | C | C | X |
| Neighborhood Oriented Retail Stores[3] | X | X | X | X | X | X | C | X | X | X |
| Temporary Uses[4] | T | T | T | T | T | T | T | T | T | T |

[1] Small family day care homes are permitted by right in single-family residences located in any residential zone. Small family day care homes are not permitted in multiple-family residences.
[2] Large family day care homes are conditionally permitted in single-family residences located in any residential zone. Large family day care homes are not permitted in multiple-family residences.
[3] Neighborhood-oriented retail stores, as defined in the General Plan, consist of "corner store" type development such as convenience stores, grocery or green grocer, video rental, drug stores, sit down restaurants, coffee shops or coffee bars or similar uses, less than five thousand square feet in total square footage.
[4] Temporary uses require temporary use permit. See Chapter 17.108 for provisions.
[5] Agricultural employee housing allowed with up to twelve units or thirty-six persons, and/or up to six workers as a single-family use.
[6] Cannabis Personal Cultivation must comply with the provisions of Chapter 5.34.

[7] **Affordable housing developments pursuant to Government Code Section 65583.2 and located within the multi-family housing zoning districts are permitted by right without a public hearing or discretionary action and, in the VHDR district, are permitted at a minimum density of 24 dwelling units to 30 dwelling units per acre.**

SECTION 3. If any section, subsection, paragraph, clause or phrase in this Ordinance, or any part thereof, is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining section or portions of this Ordinance or any part thereof. The Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance, irrespective of any one or more sections, subsections, subdivisions, paragraphs, sentence, clauses or phrases may be declared invalid or unconstitutional.

SECTION 4. 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 5. This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

**PASSED, APPROVED AND ADOPTED** this ____ day of ____ 2024.

Alberto Sanchez, Mayor
City of Banning

**ATTEST:**

Caroline Patton, Administrative City Clerk
City of Banning

**APPROVED AS TO FORM:**

Serita Young, City Attorney
Richards, Watson & Gershon

**CERTIFICATION:**

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that Ordinance 1605 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 00th day of Month 2024, and was duly adopted at a regular meeting of said City Council on the 00th day of Month 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

**From:** McDougall, Paul@HCD
**To:** Emery Papp; Vasquez, Melissa@HCD
**Subject:** RE: Draft Zoning Ordinance 16xx, City of Banning, CA HCD Certification Review
**Date:** Friday, May 17, 2024 2:24:40 PM

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Got it; lets do that just to be safe and yes, that will do it

---

**From:** Emery Papp <epapp@banningca.gov>
**Sent:** Friday, May 17, 2024 2:19 PM
**To:** McDougall, Paul@HCD <Paul.McDougall@hcd.ca.gov>; Vasquez, Melissa@HCD <Melissa.Vasquez@hcd.ca.gov>
**Subject:** Re: Draft Zoning Ordinance 16xx, City of Banning, CA HCD Certification Review

Hello Paul,
Thank you for the quick reply. I did drop the density info from the footnote because that is the current density range for the VHDR zone, but I will happily add it back in based on your suggestion. Once adopted, will this change garner certification from HCD?
Sincerely,
Emery Papp
Senior Planner

Get Outlook for iOS [aka.ms]

---

**From:** McDougall, Paul@HCD <Paul.McDougall@hcd.ca.gov>
**Sent:** Friday, May 17, 2024 1:10:35 PM
**To:** Emery Papp <epapp@banningca.gov>; Vasquez, Melissa@HCD <Melissa.Vasquez@hcd.ca.gov>
**Subject:** RE: Draft Zoning Ordinance 16xx, City of Banning, CA HCD Certification Review

If so, please see the attached with suggestions highlighted in teal

---

**From:** McDougall, Paul@HCD
**Sent:** Friday, May 17, 2024 1:00 PM
**To:** Emery Papp <epapp@banningca.gov>; Vasquez, Melissa@HCD <Melissa.Vasquez@hcd.ca.gov>
**Subject:** RE: Draft Zoning Ordinance 16xx, City of Banning, CA HCD Certification Review

Thanks Emery – Did you drop the minimum density language from the footnote?

---

**From:** Emery Papp <epapp@banningca.gov>
**Sent:** Thursday, May 16, 2024 6:25 PM
**To:** Vasquez, Melissa@HCD <Melissa.Vasquez@hcd.ca.gov>; McDougall, Paul@HCD <Paul.McDougall@hcd.ca.gov>
**Subject:** Draft Zoning Ordinance 16xx, City of Banning, CA HCD Certification Review

Good Evening Melissa and Paul,
Please find attached a draft City Council Ordinance that will amend the Banning

Municipal Code, Section 17.08.020, augmenting the previously adopted Ordinance 1600, pursuant to comments received from HCD on March 29, 2024.

This draft Ordinance has been scheduled for consideration by the City of Banning Planning Commission on May 29, 2024, to recommend an action to the City Council at a future date. At your earliest possible convenience, please let me know if the proposed amended text to Section 17.28.020 and amended footnote number 7 (highlighted in yellow) fully meets the intent of the CGC and can garner certification of the City of Banning 6th Cycle Housing Element.
Respectfully,

**Emery J. Papp**
*Senior Planner*
*Community Development Department*

**City of Banning**
*Direct Line*: 951-922-3152
*Direct Fax:* 951-922-3128
epapp@banningca.gov
99 E. Ramsey Street
Banning, CA 92220
www.banningca.gov [banningca.gov]

***My core working hours are Monday to Thursday from 7:00 AM to 5:30 PM. I will respond to your email as soon as possible.***

**To:** ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

☒ County Clerk
County of Riverside
P.O. Box 751
Riverside, CA 92502-0751

**From:** ***City of Banning***
*Community Development Dept.*
*P.O. Box 998*
*Banning, CA 92220*

**Project Title:**

Zoning Text Amendment (ZTA) 24-0050, amending Chapter 17.08 of the BMC.

**Project Location – Specific:**

Citywide – City of Banning, CA 92220

**Project Location – City:** *City of Banning* **Project Location – County:** *Riverside*

**Description, Nature, Purpose, and Beneficiaries of Project:**

A zoning text amendment to amend Title 17 of the Banning Municipal Code (BMC) to implement Programs identified in the 6th RHNA (2021 – 2029) Cycle Housing Element Update.

**Name of Public Agency Approving Project:** *City of Banning Planning Commission*

**Name of Person or Agency Carrying Out Project:** City of Banning Community Development Department

**Exempt Status:** *(check one)*

- ☐ Ministerial (Sec. 21080(b)(1);15268):
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a):
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c):
- ☐ Categorical Exemption. State type and section number:
- ☒ Statutory Exemptions. State code number: 15061(b)(3)

**Reasons why project is exempt:**

Project is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3) (Review For Exemptions) of the CEQA Guidelines, no further analysis is required because it can be seen with certainty there is no possibility these amendments may have a significant effect on the environment. Future projects subject to proposed amendments to Title 17 (Zoning) will require a discretionary permit and CEQA review, and will be analyzed at the appropriate time in accordance with CEQA.

**Lead Agency**
**Contact Person:** Adam Rush **Area Code/Telephone/Extension:** (951) 922-3125

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☒ Yes ☐ No

Signature: Adam B. Rush, M.A., AICP Date: 05/29/2024 Title: *Community Development Director*

☒ Signed by Lead Agency
☐ Signed by Applicant

Date received by OPR:

**NOTICE OF PUBLIC HEARING AND NOTICE OF EXEMPTION FOR CONSIDERATION OF ZONING TEXT AMENDMENT (ZTA) 24-0050 AMENDING TABLE 17.08.020 OF SECTION 17.08.020 OF ARTICLE I OF CHAPTER 17.08 OF DIVISION II OF TITLE 17 OF THE CITY OF BANNING MUNICIPAL CODE TO CLARIFY THAT MULTI-FAMILY HOUSING USES HAVING A MINIMUM OF 20 PERCENT OF THE TOTAL NUMBER OF UNITS UNDER AFFORDABLE COVENANT ARE PERMITTED BY RIGHT PURSUANT TO STATE LAW AND ARE NOT SUBJECT TO DISCRETIONARY ACTION IN SPECIFIED MULTI-FAMILY ZONING DISTRICTS; AND MAKING A DETERMINATION OF EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).**

**NOTICE IS HEREBY GIVEN** of a public hearing before the City of Banning City Council, to be held Tuesday, June 25, at 5:00 p.m. in the Council Chambers, City Hall, 99 East Ramsey Street, Banning, California, to consider a Zoning Text Amendment amending Table 17.08.020of Article I of Chapter 17.08 of Division II of Title 17 of the City of Banning Municipal Code to clarify that multi-family housing uses having a minimum of 20 percent of the total number of units under affordable covenant are permitted by right pursuant to state law and are not subject to discretionary action in specified multi-family zoning districts; and making a determination of exemption from the California Environmental Quality Act (CEQA). The Community Development Department has determined that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines applying only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**PLANNING COMMISSION ACTION**: At a duly noticed public hearing held on May 29, 2024, the Planning Commission of the City of Banning adopted Resolution 2024-11, recommending that the City Council approve the Ordinance.

To observe the live meeting through your personal computer or smart phone enter the following link: https://banninglive.viebit.com or view on the Banning Government Channel on Cable Television.

Information regarding the Notice of Exemption or Zoning Text Amendment can be obtained by contacting the City's Community Development Department, Planning Division at (951) 922-3125, or by going to the City of Banning Community Development – Planning Department website at:
https://banningca.gov/Archive.aspx?AMID=60&Type=&ADID=

All parties interested in speaking either in support of or in opposition to this item are invited to attend the public hearing or by sending their written comments by email to the Administrative City Clerk at cityclerks@banningca.gov or by mail to the City Clerk at City of Banning at PO Box 998, Banning, CA 92220.

If you challenge any decision regarding the above proposal in court, you may be limited to raising only those issues you or someone else raised in written correspondence delivered to the Administrative City Clerk prior to, at, or during the time the City Council makes its recommendation on the proposal; or, you or someone else raised at the public hearing or in written correspondence delivered to the hearing body at, or prior to, the hearing (California Government Code, Section 65009).

BY ORDER OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA

/s/ Emery J. Papp, Senior Planner

Dated: June 11, 2024
Publish: June 14, 2024

**CITY OF BANNING**
**STAFF REPORT**

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Douglas Schulze, City Manager** |
| **PREPARED BY:** | **Emery Papp, Senior Planner** |
| **MEETING DATE:** | **June 25, 2024** |
| **SUBJECT:** | **Consideration of Resolution 2024-112, Approving General Plan Amendment (GPA 23-2502), to Change the Existing Land Use Designation of Parcel Number 540-180-022 From General Commercial (GC) to Industrial (I); Zone Change (ZC 23-3502), to Change the Zoning District Classification of Parcel Number 540-180-022 From General Commercial (GC) to Industrial (I); Tentative Parcel Map (TPM 38659) to Consolidate Three Parcels Into One; And Design Review (DR 23-7008) for the New Construction and Operation of a Steel Distribution Facility With a 42,510 Square-foot Warehouse Building, of Which 3,434 Square Feet Is Designated for Office Space, on 14.92 Gross Acres of Land Located on the North Side of West Lincoln Street Between South 8th Street and South 16th Street (APN Nos. 540-180-020, 540-180-022 and 540-180-026); and Adopting a Mitigated Negative Declaration (EA 23-1506) for the Project** |

## RECOMMENDATION:

Adopt Resolution 2024-112.

## BACKGROUND:

**Project Sponsor:** Sagecrest Planning+Environmental
27128 Paseo Espada, Suite 1524
San Juan Capistrano, CA 92675

**Project Owner:** Brown Strauss, Inc.
2495 Uravan Street, Aurora, CO 80011

Brown Strauss, Inc. (dba Brown Strauss Steel) is a leading structural steel service provider, with ten locations in the Western United States, and employing a total workforce of 260 employees. The proposed Project is designed to accommodate relocation of the existing Brown Strauss Steel distribution facility in the City of Fontana, CA. This facility is located at 14970 Jurupa Avenue on a 23-acre site and includes a small storage shed. The Project site is smaller than the existing Fontana facility and Brown Strauss anticipates a more efficient layout of the Banning facility, including a warehouse which will allow for staffing levels to remain the same, or be reduced, after the relocation is complete. The products stocked and sold by Brown Strauss are "wide flange" beam and structural tubing, together these two products account for over 90% of sales.

The Applicant proposes to develop a steel distribution facility consisting of a 42,510 SF warehouse, a 3,434 SF administrative office, two 500 square foot enclosed saw sheds, and an outdoor storage yard.

Brown Strauss is primarily a distributor, buying structural steel products in bulk quantities from the steel mills, and selling steel products in various sizes and in smaller quantities, to steel fabricators. The facility will receive structural steel products via flatbed truck delivery and a proposed rail spur. The Applicant is currently in discussions with the Union Pacific RailRoad to add a rail spur to the property off of the adjacent rail line to allow for inbound deliveries. The proposed operation does not include a steel mill or foundry. The only manufacturing activity to be performed on-site is to cut products to length within two enclosed saw sheds on the north side of the building. Less than 10% of customer orders are cut to length on site. The warehouse would be utilized to store structural tube, structural channel and structural angle. The outdoor storage yard would be utilized to store "wide flange" beam and structural tubing. Products inside the warehouse are moved via an overhead gantry and products in the outdoor storage yard are moved using forklifts. Outbound shipments to customers are typically via flatbed trucks, either company owned or common carriers. No truck bays are utilized by Brown Strauss and the trucks would be loaded/unloaded either to the north of the warehouse or inside of the warehouse. No direct sales are made to the public, therefore no retail customers will be on site.

The facility will have approximately 34 employees split between two shifts daily. Anticipated operating hours are from 5:00 am to 11:30 pm. Based on the two-shift schedule, there are never more than 21 employees on-site at any given time during the course of the workday, inclusive of office staff and site crew. Site crew work within the warehouse and outdoor storage yard. Office staff includes three management staff who manage on-site operations and the processing of paperwork for product deliveries. The same shift schedule is utilized at all Brown Strauss Steel facilities, and these particular staffing levels will be maintained after the relocation to City of Banning. Based on the specific operational characteristics of Brown Strauss experienced at the existing Fontana, CA location, the Applicant has requested a parking adjustment to 34 parking spaces as shown on the Site Plan for the proposed parking lot.

The Project involves new construction on a currently vacant site of approximately 14.3 net acres. It was quickly determined that the project did not qualify for an exemption under the California Environmental Quality Act (CEQA) and an Initial Study has been prepared for the Proposed Project, in conformance with Section 15070(b) of the State CEQA Guidelines. The purpose of the Initial Study is to identify potentially significant impacts associated with the construction and operation of the Proposed Project and incorporate mitigation measures into the Proposed Project as necessary to eliminate the potentially significant effects of the Proposed Project or to reduce the effects to a less than significant level.

A Lead Agency may prepare a Mitigated Negative Declaration for a project that is subject to CEQA when an Initial Study has identified potentially significant effects on the environment, but (1) revisions in the project plans or proposals made by, or agreed to by, the applicant before the proposed Negative Declaration and Initial Study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effect on the environment would occur, and (2) there is no substantial evidence in light of the whole record before the public agency that the project, as revised, may have a significant effect on the environment (Public Resources Code Section 21064.5).

The Initial Study/Mitigated Negative Declaration (IS/MND) prepared for the Project was made available on the City of Banning website for public review and comment for a 30-day public review and comment period prior to the Planning Commission public hearing, beginning Friday, April 26, 2024, and concluded on Tuesday, May 28, 2024.

The following entitlement approvals are sought by the Applicant/Owner for implementation of the Proposed Project:

Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program;
General Plan Amendment No. 23-2502 and Zone Change No. 3502 (GPA 23-2502 and ZC 3502) to rezone 1431 W. Lincoln Street from General Commercial to Industrial for consistency with the other lots within the Project Site; and

Design Review No. 23-7008 (DR 23-7008) to construct a 46,904 square feet steel distribution facility with an outdoor storage yard and associated parking and landscaping on 14.92 acres of land consisting of three parcels; and
Tentative Parcel Map No. 23-4002 (TPM 23-4002) to merge together three lots and provide right-of-way dedication along W. Lincoln Street; and
Parking Adjustment – Proposal for an alternative parking rate for a distribution facility.

**JUSTIFICATION:**

Brown Strauss, Inc. (Applicant) proposes to develop a steel distribution facility consisting of a 42,510 square feet warehouse, a 3,434 square feet administrative office, two 500 square feet enclosed saw sheds, an outdoor storage yard, and associated parking and landscaping (Project). The proposed Project would be constructed on three vacant parcels which will be consolidated into one parcel. The Project site is situated on north side of W Lincoln Street, south of Redlands Freeway (I-10) and Union Pacific railroad, west of South 8th street, East of South 22nd Street, at 1219 and 1431 W. Lincoln Street (APNs 540-180-020, 540-180-022, and 540- 180-026).

**Site Plan:** The Project involves the construction of a steel distribution facility consisting of a 42,510 square feet warehouse, a 3,434 square feet administrative office, two 500 square feet enclosed saw sheds, outdoor storage yard, and associated parking and landscaping with an approximately 1.5 acre street dedication. The Project would be built on three vacant parcels totaling approximately 14.92 acres which will be consolidated into one parcel via Tentative Parcel Map 23-4002. The building will be located on the southwest side of the site and the rest of the site would be utilized as outdoor storage. The warehouse and employee parking lot would be utilized to store structural tubing, structural channel and structural angle. The outdoor storage yard would be utilized to store "wide flange" beam and structural tubing. Products inside the warehouse are moved via overhead gantry, and products in the outdoor storage yard are moved using forklifts. A rail spur connection to the adjacent Union Pacific Railroad is proposed on the north of the site for the deliveries and a loading/unloading area is proposed to be located on the north side of the warehouse. Vehicular access to the Project Site would be provided via four driveway access points off of W. Lincoln Street consisting of two one-way gated driveways at opposite ends of the Project Site for truck and fire safety access, with circulation from west to east only, a one-way driveway directly into and through the warehouse from north to south only; and a two-way dedicated driveway into the employee parking lot for passenger vehicles only.

Proposed lot coverage is approximately 7.6 percent where a maximum of 60 percent is allowed. The Site Plan is designed with building setbacks as required by City code. The building would be a maximum height of 36’-4”. The proposed Project provides 64,504 square feet of landscaping where none is required.

**Off-Site Improvements:** Off-site improvements would occur on the northern and southern Project Site boundaries. Street improvements include curb, gutter and pavement along W. Lincoln Street. Improvements along W. Lincoln Street would include an approximately 1.5 acre street dedication and the construction of a 7-foot-wide parkway, a 5-foot-wide sidewalk, and relocation of existing utility transmission lines to accommodate widening of the street consistent with the City’s General Plan Circulation Element and Street Improvement Plan. Four driveways would be provided along W. Lincoln Street for vehicular access including two one-way driveways at opposite ends of the Project Site for truck and fire safety access, a one-way driveway, and a two-way driveway for access to employee parking lot. Off-site improvements on the northern Project Boundary includes the construction of a rail spur to the property off of the adjacent UP rail line to allow for inbound deliveries via rail.

**Parking:** The Project Site contains a total of 34 parking spaces, which include two handicapped accessible spaces and two clean air vehicle spaces. Though distribution is a permitted use in the Industrial zone (Banning Municipal Code, Table 17.12.020) there is no corresponding parking rate in the municipal code. Based on the most similar uses in the Banning Municipal Code parking table 17.28.040B, 53 parking spaces are required. However, the applicant proposes an alternative parking rate

for the distribution facility based on the specific operational characteristics of the proposed facility. The new parking ratio is proposed based on the maximum number of staff on site at any given time, two shift scheduling, and no retail sales on-site. Based on the analysis provided in the parking adjustment justification the applicant proposes the parking requirements be reduced from 53 to 34 parking spaces to match the anticipated staffing needs of the proposed steel distribution facility. Staff supports the proposed request as there are ample areas on site that can accommodate additional parking in the future should the need arise.

**Landscaping and Hardscape:** Landscaping is designed around the north, south and west side of the property as well as along the driveways. The facility will provide approximately 64,504 square feet of landscaped area (approximately 10.4 percent of the net lot area), where none is required. West Lincoln Street frontage will be lined with a mix of African Sumac and Swan Hill Olive trees. Drought tolerant low shrubs are planned along West Lincoln Street and driveways. Along the west and north property boundary, Acacia Redolens ground cover is provided. The westerly driveway is lined with Acacia stenophylia. No landscaping is planned for the east property boundary adjacent to the UP right of way.

**Architecture:** The warehouse and office building will be constructed utilizing a pre-insulated metal panel system, which provides for an enhanced "granitstone" finish on street facing elevations that appears similar to traditional tilt-up concrete construction. The color scheme of the building is a variety of neutral earth tones with shades of blue which are consistent with the surrounding area and are reflective of the Brown Strauss company branded color scheme. Natural lighting will be provided using traditional windows in the office space and clear polycarbonate insulated panels on the warehouse. The Proposed Project design complies with the requirements of the Commercial and Industrial Development Design Guidelines in the Banning Municipal Code.

**Site Lighting:** Site lighting will consist of 20- to 35-foot tall light standards that will be pointed downward at the storage yard and along the edges of the building. Additional building mounted light fixtures will be used near building entrances.

**Stormwater Management:** The Water Quality Management Plan identifies stormwater management for post construction building operations. The existing on-site project area is generally flat, sloping to the southeast. The site is generally covered with native grass and weeds. The site sheet flows to the southeast discharging along West Lincoln Street, where flow continues to the east. To the north of the Project Site is the Union Pacific railroad, consisting of a limited drainage tributary with elevated tracks on earthen berms, running east/west. Flows originating along the south of the Union Pacific Railroad berms are carried to the east via existing earthen swales within the railroad right-of-way. Therefore, there are no significant offsite flows impacting the site.

The proposed project will provide a retention/detention system sized to retain 2.2472 acre-feet (af) of storm water while detaining an additional 0.7168 af of storm water. This will provide retention of the calculated developed conditions 100-year, 3-hour volume per City of Banning requirements and will provide adequate volume to mitigate developed flow rates to less than the existing condition flow rate, up to and including the 100-year, 24-hour event, with the exception of the 5-year, 24-hour storm. It should be noted that mitigation of the 5-year, 24-hour storm is not feasible due to the extremely low flow rate of the exiting condition. Construction of the Proposed Project will also require the developer to prepare a Stormwater Pollution Prevention Plan (SWPPP) as the Project Site is more than 1 acre in size.

**Utilities and Services:** Water and sewer services would be served by the City of Banning Public Works - Utilities Department and Wastewater Division, electrical service is readily available in the vicinity through Banning Electric Utility (BEU), and natural gas is available through Southern California Gas Company.

**Required Findings for General Plan Amendment**

Section 17.64.070 of the Banning Municipal Code (BMC) requires that General Plan Amendment applications meet certain findings prior to approval. The City Council hereby finds and determines as follows with respect to General Plan Amendment 23-2502:

**Finding A:** That the proposed amendment is internally consistent with the General Plan.
**Findings of Fact:** California Government Code Section 65302 requires that a General Plan consist of seven (7) State-mandated elements, including Land Use, Circulation, Housing, Conservation, Open Space, Noise, and Safety. The Land Use Element is one of the seven State-mandated elements of the General Plan and includes the Land Use Map for the City of Banning. The Land Use map and the Zoning map are 100% consistent with one another and, therefore, the same map doubles to serve both purposes. The proposed Project will not create an incompatible land use as two of the three parcels in question are already designated for Industrial uses, the third parcel in question is contiguous with the other two parcels and will be used for the same purpose, and the immediate surrounding area is designated for nonresidential uses.

**Finding B:** That the proposed amendment would not be detrimental to the public Interest, health, safety, convenience, or welfare of the City.
**Findings of Fact:** The proposed General Plan Land Use Map Amendment and Zone Change will allow for the orderly development of the proposed Project to construct a steel distribution facility in an industrial area, further strengthening economic development and job opportunities, while not damaging the public interest, health, safety, convenience, or welfare of the City by ensuring such uses are placed away from existing residential uses and other sensitive uses.

**Finding C:** That the proposed amendment would maintain the appropriate balance of land uses within the City.
**Findings of Fact:** Table III-3, of the Community Development Chapter of the City's General Plan details that 252.1 acres of vacant land is designated as General Commercial, and 274.1 acres of vacant land is designated as Industrial. The Project will decrease the amount of vacant General Commercial land by 4.3 acres, which is less than 1% (0.00943%) and represents a statistically insignificant change in the balance of vacant non-residential land uses within the City. As such, the balance of land use designations will not be negatively impacted by the Project.

**Finding D:** The amendment is physically suitable for the surrounding environment; including, but not limited to site access, the provision of utilities, and compatibility with adjoining land uses, including the absence of any physical constraints, for the requested land use designation(s) and the anticipated land use development(s).
**Findings of Fact:** The land use amendment will not adjust or change the physical characteristics of the parcels, other than from their current vacant state to a fully developed site in the near future. The existing backbone infrastructure is in place to service the Project location, and the Project will dedicate additional right-of-way along the frontage of Lincoln Street to accommodate widening to the General Plan Circulation Element ultimate configuration for this segment of Lincoln Street.

**Findings of Fact:** The Project will implement Policy 8 of the Community Development Chapter of the General Plan, which requires that the City assure the provision of adequate utilities, infrastructure, and other capital facilities" (General Plan, Page III-44).

**Findings of Fact:** The Project will implement Program 4.B, which "requires the City make regular assessments of infrastructure capacity and evaluate the necessary expansion and improvements needed to carry out responsible growth management" (General Plan, Page VI-19).

**Required Findings for Amendment to Title 17 (Zoning)**
Section 17.116.030 of the Banning Municipal Code provides that the following findings must be made to approve the proposed Zone Change. The City Council hereby finds and determines as follows with

respect to Zone Change 23-3502:
**Finding A:** The General Plan requires that the need for public facilities be planned and identified to serve the needs of City residents, businesses, and visitors.
**Findings of Fact:** The proposed Project has been designed to meet City standards which provide satisfactory pedestrian and vehicular circulation, including emergency vehicle access and on-site improvements, streets, utilities, and drainage facilities have been designed and are conditioned to be constructed in conformance with City standards which is consistent with the City's General Plan.

**Finding B:** The proposed Amendment is internally consistent with the Zoning Ordinance.
Findings of Fact: The proposed Project is an approximately 47,000 square-foot light industrial warehouse facility and is consistent with the Zoning Ordinance and development standards. Warehousing and distribution are permitted uses in the Industrial zone and the Project has adequate parking and landscaping. Additionally, all setbacks, height requirements and other applicable standards and design guidelines have been satisfied.
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**Finding C:** That the City Council has independently reviewed and considered the requirements of the California Environmental Quality Act.
Findings of Fact: That the Planning Commission has recommended to the City Council that an independent review has been conducted and the City Council has considered an Initial Study, Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program that has been prepared for the Project.

**Required Findings for a Tentative Parcel Map**
A Tentative Parcel Map requires that it meets specific findings in accordance with Title 16 of the Banning Subdivision Municipal Code and Government Code Section 66473.5 and Section 66474. The City Council hereby finds and determines as follows with respect to Tentative Parcel Map 23-4002 (TPM 38659):

**Finding A:** The proposed map is consistent with the General Plan.
**Findings of Fact:** The General Plan land use designation for the site is classified as General Commercial (proposed Industrial) and Industrial which allows for manufacturing, warehousing, and distribution. The proposed Tentative Parcel Map 38659 will combine three parcels into one totaling 14.92 acres. One of the primary policies of the Land Use Element of the General Plan is that Projects adjacent to existing neighborhoods shall be carefully reviewed to assure that neighborhood character is protected. The proposed Tentative Parcel Map serves to achieve this objective in that the subdivision design is consistent with existing neighborhood industrial character. Considering all of these aspects, the proposed Tentative Parcel Map furthers the objectives and policies of the General Plan and is compatible with the land use districts within the general vicinity of the Project.

**Finding B:** The design or improvement of the proposed subdivision is consistent with the City's General Plan.
**Findings of Fact:** The proposed subdivision has been designed to meet City standards which provide satisfactory pedestrian and vehicular circulation, including emergency vehicle access and on-site improvements, such as streets, utilities, and drainage facilities have been designed and are conditioned to be constructed in conformance with City standards which is consistent with the City's General Plan.

**Finding C:** The site is physically suitable for this type of development.
**Findings of Fact:** The existing on-site project area is generally flat, sloping to the southeast and is covered with native grass and weeds. The site sheet flows to the southeast, discharging along W. Lincoln Street, where flow continues to the east. To the north of the Project site is the Union Pacific railroad, consisting of a limited drainage tributary with elevated tracks on earthen berms, running

east/west. Flows originating to the south of the Union Pacific (UP) railroad berms are carried to the east via existing earthen swales within the UP right-of-way. Therefore, there are no significant offsite flows impacting the site. Additionally, the Project is adjacent to existing commercial and industrial development and has all services available, including streets, water, sewer and electricity. The site is physically suitable for this type of development.

**Finding D:** The site is physically suitable for the density of development.
**Findings of Fact:** The site is located within the Industrial Zoning District, which allows for the development of warehouses with a maximum building coverage of 60 percent. The Project proposes a maximum building coverage of 7.48 percent, which is considerably less than the maximum allowed. Proposed hardscape for the site will cover approximately 67.34 percent of the site. The Tentative Parcel Map, to consolidate three lots into one lot as proposed, is suitable with the adjacent development.

**Finding E:** The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
**Findings of Fact:** The site is currently vacant and does not contain any significant vegetation or suitable habitat for wildlife. Per the Multiple Habitat Conservation Plan (MSHCP), there is no evidence that any endangered, threatened or listed species of plant or animal, or its habitat, is located on the site. There is no evidence that vernal pool complex, similar bodies of water, or conditions suitable for forming such bodies of water exist on the site. The Project incorporates conditions intended to comply with the recommendations of the MSHCP. In addition, this Project has been conditioned to comply with the environmental policies and regulations of the City of Banning and those of all local and regional governmental agencies having jurisdiction over the site.

**Finding F:** The design of the subdivision or type of improvements is not likely to cause serious public health problems.
**Findings of Fact:** The design of the subdivision is in conformance with the City's General Plan, Zoning Ordinance, and Subdivision Ordinance, the construction of a steel distribution and warehouse facility on the site has been conditioned to comply with all applicable City of Banning ordinances, codes, and standards including, but not limited to, the California Uniform Building Code, the City's Ordinances relating to Stormwater runoff management and controls. In addition, the design and construction of all improvements for the Tentative Parcel Map has been conditioned to be in conformance with adopted City street and public works standards. The City's ordinances, codes, and standards have been created based on currently accepted standards and practices for the preservation of public health, safety and welfare.

**Finding G:** The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.
**Findings of Fact:** Other than easements in favor of the City of Banning, Southern California Gas, and the UP, no easements of record or easements established by judgement of a court of competent jurisdiction for public access across the site have been disclosed in a search of the title records for the site and the City does not otherwise have any constructive or actual knowledge of any other such easements.

**Required Findings for a Design Review**
Section 17.56.050 of the City of Banning Zoning Ordinance requires that Design Review applications meet certain findings prior to approval. The City Council hereby finds and determines as follows with respect to Design Review 23-7008:

**Finding A:** The Project is consistent with the applicable general plan designation and all applicable

general plan policies as well with applicable zoning designation and regulations.
**Finding of Fact:** Proposed Design Review 23-7008 is consistent with the General Plan Land Use Element Policy, which states: "The land–use map shall provide for sufficient lands to provide a large range of products and services to the City and the region while carefully considering compatibility with adjacent residential lands." The subject property is designated General Commercial and Industrial on the General Plan land use map. The proposed use is consistent with the I land-use designation. This land use designation includes industrial parks and freestanding industrial users. Examples of permitted uses include light and medium intensity manufacturing operations, warehousing and distribution, ministorage, and associated offices. Further, Design Review 23-7008 is consistent with General Plan Economic Development Policy, which states: "The City shall take a proactive role in the retention of existing businesses and the recruitment of new businesses, particularly those that generate and broaden employment opportunities, increase discretionary incomes, and contribute to City General Fund revenues." Approval of proposed Design Review 23-7008 would allow the applicant to promote business diversity, while providing an economic benefit to the City.

**Finding B:** The proposed Project is consistent with the Zoning Ordinance, including the development standards and guidelines for the district in which it is located.
**Finding of Fact:** The proposed Project is an approximately 47,000 square-foot light industrial warehouse facility and is consistent with the Zoning Ordinance and development standards. Warehousing and distribution are permitted uses in the Industrial zone and the Project has adequate parking and landscaping. Additionally, all setbacks, height requirements and other applicable standards and design guidelines have been satisfied.

**Finding C:** The design and layout of the proposed Project will not unreasonably interfere with the use and enjoyment of neighboring existing or future development and will not result in vehicular and/or pedestrian hazards.
**Finding of Fact:** The design and layout of the proposed Project is consistent with the development standards and design standards of the Banning Municipal Code. The proposed design and layout will not create any new interference with pedestrian or vehicular traffic paths of the neighboring properties or future development. Additionally, access to the street will be provided by driveways from Lincoln Street and will not result in hazards for vehicles or pedestrians. The Project is conditioned to provide additional right-of-way fronting onto W. Lincoln Street to improve the roadway to its ultimate configuration.

**Finding D:** The design of the proposed Project is compatible with the character of the surrounding neighborhood.
**Finding of Fact:** The Project is a new construction development with a proposed 47,000 square-foot light industrial/warehouse facility, which will be compatible with adjacent Industrial and other non-residentially zoned properties to the north, south, east, and west. The Project is considered an Industrial use. Landscaping is required to maintain the character of the surrounding neighborhood.

**Environmental Determination**
Pursuant to the California Environmental Quality Act (CEQA) (Cal. Pub. Res. Code § 21000 et seq.), the State Guidelines (14 Cal. Code Regs. § 15000 et seq.), City Staff prepared an Initial Study of the potential environmental effects of the Project as described in the Initial Study. Based upon the findings contained in that the Initial Study, the Planning Commission determined that, with the incorporation of mitigation measures, there is no substantial evidence that the Project will have a potentially significant effect on the environment and a Mitigated Negative Declaration (MND) was prepared in full compliance with the requirements of CEQA.

Thereafter, City Staff provided public notice of the public comment period and of the intent to adopt the MND as required by law. The public comment period began on April 26, 2024, and concluded on May 28, 2024. Copies of the documents are available for public review and inspection at City Hall, 99 E. Ramsey Street, Banning, California 92220, the Banning Public Library, located at 21 West Nicolet Street, Banning, California 92220, and the City of Banning website. The City did not receive comments during

the public review period.

The Planning Commission reviewed MND and the MMRP, which is on file with the Planning Department and incorporated herein by this reference, and all comments received regarding the MND. In light of the whole record, the Planning Commission determine found that: (1) the MND was prepared in compliance with CEQA; (2) with the incorporation of mitigation measures, there is no substantial evidence that the Project will have a significant effect on the environment; and (3) the MND reflects the independent judgement and analysis of the Planning Commission.

Based on the findings set forth in this Resolution, the Planning Commission recommended adoption of the MND and MMRP to the City Council for the Project.

The City Manager or their designee is authorized to file a Notice of Determination for Mitigated Negative Declaration EA 23-1506 in accordance with CEQA.

**Public Communication**

In accordance with Government Code Sections 65353, 65854, 65090, and 65091, on April 26, 2024 the City provided a 30-day public notice by advertisement in the Record Gazette newspaper of a public hearing before the Planning Commission concerning the Project, and Notice of Intent (NOI) to adopt a Mitigated Negative Declaration (MND) for the Project. The public hearing notice/NOI was also mailed to the owners of the subject properties within 300-feet of the Project boundary. One comment letter was received prior to the Planning Commission meeting from the California Highway Patrol, neither for or opposed to the project, but to express concern about truck stacking exiting from Interstate 10 with deliveries to the project site. The traffic consultant for the project responded that this issue is studied in the traffic analysis for the MND, and no significant impact is anticipated.

The project was also advertised in the Record Gazette newspaper on June 14, 2024 of a public hearing before the City Council concerning the Project, and Notice of Intent (NOI) to adopt a Mitigated Negative Declaration (MND) for the Project. The public hearing notice/NOI was also mailed to the owners of the subject properties within 300-feet of the Project boundary. As of the time this report was written, staff had not received any additional comments regarding the proposed project.

**FISCAL IMPACT:**

Brown Strauss, Inc. (dba Brown Strauss Steel) is a leading structural steel service provider, with ten locations in the Western United States, and employing a total workforce of 260 employees. The proposed Project is designed to accommodate relocation of the existing Brown Strauss Steel distribution facility in the City of Fontana, CA. As a result, the proposed project will create temporary construction jobs for City residents and upon conducting operations in Banning, sales tax revenues will be generated for all retail point of sales conducted at this location. The facility will employ approximately 34 workers.

**ALTERNATIVES:**

1. Adopt Resolution 2024-112, as presented.
2. Adopt Resolution 2024-112, with modifications.
3. Provide alternative direction to staff.

**ATTACHMENTS:**

1. Resolution_2024-112__Brown_Strauss (003).docx
2. Exhibit A - DR_23-7008_TPM_38659_COA.docx
3. DR 23-7008_NPH_IS-MND and appendices
4. DR 23-7008_Brown Strauss _ Response to Comments 5.29.2024
5. DR 23-7008_Project Plans
6. DR_23-7008 GIS exhibits
7. Proposed General Plan Designation_Zoning

8. Existing General Plan Designation_Zoning
9. DR 23-7008_Site Photo Survey
10. Preliminary_Grading Plan
11. DR 23-7008_Conceptual Landscape Plan
12. County of Riverside_E-202400446
13. Tentative Parcel Map (TPM 38659)
14. Brown Strauss NOD
15. DR 23-7008 Public Hearing Notice

**RESOLUTION 2024-112**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA APPROVING GENERAL PLAN AMENDMENT (GPA 23-2502) TO CHANGE THE EXISTING LAND USE DESIGNATION OF PARCEL NUMBER 540-180-022 FROM GENERAL COMMERCIAL (GC) TO INDUSTRIAL (I); ZONE CHANGE (ZC 23-3502) TO CHANGE THE ZONING DISTRICT CLASSIFICATION OF PARCEL NUMBER 540-180-022 FROM GENERAL COMMERCIAL (GC) TO INDUSTRIAL (I); TENTATIVE PARCEL MAP (TPM 38659) TO CONSOLIDATE THREE PARCELS INTO ONE; AND DESIGN REVIEW (DR 23-7008) FOR THE NEW CONSTRUCTION AND OPERATION OF A STEEL DISTRIBUTION FACILITY WITH A 42,510 SQUARE-FOOT WAREHOUSE BUILDING, OF WHICH 3,434 SQUARE FEET IS DESIGNATED FOR OFFICE SPACE, ON 14.92 GROSS ACRES OF LAND LOCATED ON THE NORTH SIDE OF WEST LINCOLN STREET BETWEEN SOUTH 8TH STREET AND SOUTH 16TH STREET (APN NOS. 540-180-020, 540-180-022 AND 540-180-026); AND ADOPTING MITIGATED NEGATIVE DECLARATION (EA 23-1506) FOR THE PROJECT.**

**WHEREAS**, an application for General Plan Amendment (GPA) 23-2502, Zone Change (ZC) 23-3502, Tentative Parcel Map (TPM) 23-4002 (a.k.a. TPM 38659), and Design Review (DR) 23-7008 (collectively, the "Project"), a proposal to amend the existing land use designation on one parcel of land from General Commercial (GC) to Industrial (I), amending the Zoning District classification from General Commercial (GC) to Industrial (I), for a 4.3-acre parcel of land located on the north side of Lincoln Street between 8th Street and 16th Street (APN: 540-180-022) to allow for the construction and operation of a steel distribution facility with a 42,510 square-foot warehouse building of which 3,434 square feet is designated for office space on 14.92 gross acres of land; and,

**WHEREAS**, the Planning Commission is authorized under Chapter 17.44 of the Banning Municipal Code (“BMC”) to approve proposed Design Review 23-7008, unless pursuant to Section 17.44.020 multiple applications have been filed that require approval by the City Council, in which case the Planning Commission shall make a recommendation to the City Council to allow for the construction and operation of a steel distribution facility with a 42,510 square-foot warehouse building of which 3,434 square feet is designated for office space on 14.92 gross acres of land within the Industrial Zoning and General Commercial (GC) zoning districts (the “Project”); and

**WHEREAS**, pursuant to Section 17.04.060.C. of the BMC, the Planning Commission has the authority to review and make recommendations to the City Council concerning GPA 23-2502, ZC 23-3502, and EA 23-1506; and

**WHEREAS,** the Planning Commission is authorized under Chapter 16.14 of the Banning Municipal Code (“BMC”) to make a recommendation to the City Council regarding proposed Tentative Parcel Map 38659 (TPM 23-4002) to allow for the merging of three parcels totaling approximately 14.92 acres within the Industrial Zoning and General Commercial zoning districts (the “Project”); and

**WHEREAS**, pursuant to the California Environmental Quality Act (CEQA) and State CEQA Guidelines Sections 15064(f)(2) and 15070, the proposal constitutes a project as defined by CEQA and Community Development Department staff has determined, on the basis of the Initial Study, that the Project will not have a significant effect on the environment with implementation of recommended mitigation measures; and

**WHEREAS**, an Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the Project and was made available on the City of Banning website for public review and comment for a 30-day public review and comment period prior to the public hearing beginning Friday, April 26, 2024, and concluding Tuesday, May 28, 2024; and

**WHEREAS**, in accordance with the disclosure requirements of CEQA Guidelines Section 15072(g)(5), the Project site is not listed as a hazardous property as designated under Section 65962.5 of the Government Code; and

**WHEREAS**, in accordance with Government Code Sections 65353, 65854, 65090, and 65091, on April 26, 2024 the City provided a 30-day public notice by advertisement in the Record Gazette newspaper of a public hearing concerning the Project, and Notice of Intent (NOI) to adopt a Mitigated Negative Declaration (MND) for the Project. The public hearing notice/NOI was also mailed to the owners of the subject properties within 300-feet of the Project boundary; and

**WHEREAS**, in accordance with Government Code Sections 65353 and 65855, on May 29, 2024 the Planning Commission held the duly noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to the Project and at which time the Planning Commission considered the entirety of the Project and has adopted Planning Commission Resolution 2024-13, recommending that the City Council approve the Project; and

**WHEREAS**, in accordance with Government Code Sections 65353, 65854, 65090, and 65091, on Month Day, 2024 the City gave public notice by advertisement in the Record Gazette newspaper, of a public hearing concerning the Project. The public hearing notice was also mailed to the owners of the subject properties within 300-feet of the Project; and,

**WHEREAS**, on June 25, 2024, the City Council conducted a duly noticed public hearing on the Project.

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

SECTION 1. The City Council hereby finds that all facts stated in the preceding recitals are true and correct.

SECTION 2. The City Council hereby finds and determines as follows with respect to the California Environmental Quality Act and the Multiple Species Habitat Conservation Plan.

A. Pursuant to the California Environmental Quality Act (CEQA) (Cal. Pub. Res. Code § 21000 et seq.), the State Guidelines (14 Cal. Code Regs. § 15000 et seq.), City Staff prepared an Initial Study of the potential environmental effects of the Project as described in the Initial Study. Based upon the findings contained in that the Initial Study, City Staff determined that, with the incorporation of mitigation measures, there is no substantial evidence that the Project will have a potentially significant effect on the environment and a Mitigated Negative Declaration (MND) was prepared in full compliance with the requirements of CEQA.

B. Thereafter, City Staff provided public notice of the public comment period and of the intent to adopt the MND as required by law. The MND and the MMRP are on file with the Planning Department and incorporated herein by this reference. The public comment period began on April 26, 2024, and expired on May 28, 2024. Copies of the documents are available

for public review and inspection at City Hall, 99 E. Ramsey Street, Banning, California 92220, the Banning Public Library, located at 21 West Nicolet Street, Banning, California 92220, and the City of Banning website. The City did not receive comments during the public review period.

C. In light of the whole record regarding the Project, the City Council determines and finds, in its independent judgment that: (1) the MND was prepared in compliance with CEQA; (2) with the incorporation of mitigation measures, there is no substantial evidence that the Project will have a significant effect on the environment. According, the City Council hereby adopts the MND and MMRP for the Project.

D. The Project is located outside of any MSHCP criteria cell areas and plan compliance is provided through payment of the MSHCP Mitigation Fee at the time of building permit issuance.

SECTION 3. The City Council hereby finds and determines as follows with respect to General Plan Amendment 23-2502:

**Finding No. 1:** That the proposed amendment is internally consistent with the General Plan.

**Findings of Fact:** California Government Code Section 65302 requires that a General Plan consist of seven (7) State-mandated elements, including Land Use, Circulation, Housing, Conservation, Open Space, Noise, and Safety. The Land Use Element is one of the seven State-mandated elements of the General Plan and includes the Land Use Map for the City of Banning. The Land Use map and the Zoning map are 100% consistent with one another and, therefore, the same map doubles to serve both purposes. The proposed Project will not create an incompatible land use as two of the three parcels in question are already designated for Industrial uses, the third parcel in question is contiguous with the other two parcels and will be used for the same purpose, and the immediate surrounding area is designated for nonresidential uses.

**Finding No. 2:** That the proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

**Findings of Fact**: The proposed General Plan Land Use Map Amendment and Zone Change will allow for the orderly development of the proposed Project to construct a steel distribution facility in an industrial area, further strengthening economic development and job opportunities, while not damaging the public interest, health, safety, convenience, or welfare of the City by ensuring such uses are placed away from existing residential uses and other sensitive uses.

**Finding No. 3:** That the proposed amendment would maintain the appropriate balance of land uses within the City.

**Findings of Fact:** Table III-3, of the Community Development Chapter of the City's General Plan details that 252.1 acres of vacant land is designated as General Commercial, and 274.1 acres of vacant land is designated as Industrial. The Project will decrease the amount of vacant General Commercial land by 4.3 acres, which is less than 1% (0.00943%) and represents a statistically insignificant change in the balance of vacant non-residential land uses within the City. As such, the balance of land use designations will not be negatively impacted by the Project.

**Finding No. 4:** The amendment is physically suitable for the surrounding environment; including, but not limited to site access, the provision of utilities, and compatibility with adjoining land uses, including the absence of any physical constraints, for the requested land use designation(s) and the anticipated land use development(s).

**Findings of Fact:** The land use amendment will not adjust or change the physical characteristics of the parcels, other than from their current vacant state to a fully developed site in the near future. The existing backbone infrastructure is in place to service the Project location, and the Project will dedicate additional right-of-way along the frontage of Lincoln Street to accommodate widening to the General Plan Circulation Element ultimate configuration for this segment of Lincoln Street.

**Findings of Fact:** The Project will implement Policy 8 of the Community Development Chapter of the General Plan, which requires that the City assure the provision of adequate utilities, infrastructure, and other capital facilities" (General Plan, Page III-44).

**Findings of Fact:** The Project will implement Program 4.B, which "requires the City make regular assessments of infrastructure capacity and evaluate the necessary expansion and improvements needed to carry out responsible growth management" (General Plan, Page VI-19).

SECTION 4. The City Council hereby finds and determines as follows with respect to Zone Change 23-3502:

**Finding No. 1:** The General Plan requires that the need for public facilities be planned and identified to serve the needs of City residents, businesses, and visitors.

**Findings of Fact:** The proposed Project has been designed to meet City standards which provide satisfactory pedestrian and vehicular circulation, including emergency vehicle access and on-site improvements, streets, utilities, and drainage facilities have been designed and are conditioned to be constructed in conformance with City standards which is consistent with the City's General Plan.

**Finding No. 2:** The proposed Amendment is internally consistent with the Zoning Ordinance.

**Findings of Fact:** The proposed Project is an approximately 47,000 square-foot light industrial warehouse facility and is consistent with the Zoning Ordinance and development standards. Warehousing and distribution are permitted uses in the Industrial zone and the Project has adequate parking and landscaping. Additionally, all setbacks, height requirements and other applicable standards and design guidelines have been satisfied.

**Finding No. 3:** That the City Council has independently reviewed and considered the requirements of the California Environmental Quality Act.

**Findings of Fact:** That the Planning Commission recommends to the City Council that an independent review has been conducted and the Planning Commission has considered an Initial Study and a Mitigated Negative Declaration that has been prepared for the Project.

SECTION 5. The City Council hereby finds and determines as follows with respect to Tentative Parcel Map 23-4002:

**Finding No. 1**: The proposed map is consistent with the General Plan.

**Findings of Fact**: The General Plan land use designation for the site is classified as General Commercial (proposed Industrial) and Industrial which allows for manufacturing, warehousing, and distribution. The proposed Tentative Parcel Map 38659 will combine three parcels into one totaling 14.92 acres. One of the primary policies of the Land Use Element of the General Plan is that Projects adjacent to existing neighborhoods shall be carefully reviewed to assure that neighborhood character is protected. The proposed Tentative Parcel Map serves to achieve this objective in that the subdivision design is consistent with existing neighborhood industrial character. Considering all of these aspects, the proposed Tentative Parcel Map furthers the objectives and policies of the General Plan and is compatible with the land use districts within the general vicinity of the Project.

**Finding No. 2:** The design or improvement of the proposed subdivision is consistent with the City's General Plan.

**Findings of Fact**: The proposed subdivision has been designed to meet City standards which provide satisfactory pedestrian and vehicular circulation, including emergency vehicle access and on-site improvements, such as streets, utilities, and drainage facilities have been designed and are conditioned to be constructed in conformance with City standards which is consistent with the City's General Plan.

**Finding No. 3:** The site is physically suitable for this type of development.

**Findings of Fact**: The existing on-site project area is generally flat, sloping to the southeast and is covered with native grass and weeds. The site sheet flows to the southeast, discharging along W. Lincoln Street, where flow continues to the east. To the north of the Project site is the Union Pacific railroad, consisting of a limited drainage tributary with elevated tracks on earthen berms, running east/west. Flows originating to the south of the Union Pacific (UP) railroad berms are carried to the east via existing earthen swales within the UP right-of-way. Therefore, there are no significant offsite flows impacting the site. Additionally, the Project is adjacent to existing commercial and industrial development and has all services available, including streets, water, sewer and electricity. The site is physically suitable for this type of development.

**Finding No. 4:** The site is physically suitable for the density of development.

**Findings of Fact**: The site is located within the Industrial Zoning District, which allows for the development of warehouses with a maximum building coverage of 60 percent. The Project proposes a maximum building coverage of 7.48 percent, which is considerably less than the maximum allowed. Proposed hardscape for the site will cover approximately 67.34 percent of the site. The Tentative Parcel Map, to consolidate three lots into one lot as proposed, is suitable with the adjacent development.

**Finding No. 5:** The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

**Findings of Fact**: The site is currently vacant and does not contain any significant vegetation or suitable habitat for wildlife. Per the Multiple Habitat Conservation Plan (MSHCP), there is no evidence that any endangered, threatened or listed species of plant or animal, or its habitat, is located on the site. There is no evidence that vernal pool complex, similar bodies of water, or conditions suitable for forming such bodies of water exist on the site. The Project incorporates conditions intended to comply with the recommendations of the MSHCP. In addition, this Project has been conditioned to comply with the environmental policies and regulations of the City of Banning and those of all local and regional governmental agencies having jurisdiction over the site.

**Finding No. 6:** The design of the subdivision or type of improvements is not likely to cause serious public health problems.

**Findings of Fact**: The design of the subdivision is in conformance with the City's General Plan, Zoning Ordinance, and Subdivision Ordinance, the construction of a steel distribution and warehouse facility on the site has been conditioned to comply with all applicable City of Banning ordinances, codes, and standards including, but not limited to, the California Uniform Building Code, the City's Ordinances relating to Stormwater runoff management and controls. In addition, the design and construction of all improvements for the Tentative Parcel Map has been conditioned to be in conformance with adopted City street and public works standards. The City's ordinances, codes, and standards have been created based on currently accepted standards and practices for the preservation of public health, safety and welfare.

**Finding No. 7:** The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

**Findings of Fact**: Other than easements in favor of the City of Banning, Southern California Gas, and the UP, no easements of record or easements established by judgement of a court of competent jurisdiction for public access across the site have been disclosed in a search of the title records for the site and the City does not otherwise have any constructive or actual knowledge of any other such easements.

SECTION 6. The City Council hereby finds and determines as follows with respect to Design Review 23-7008:

**Finding No. 1:** The Project is consistent with the applicable general plan designation and all applicable general plan policies as well with applicable zoning designation and regulations.

**Finding of Fact:** Proposed Design Review 23-7008 is consistent with the General Plan Land Use Element Policy, which states: "The land–use map shall provide for sufficient lands to provide a large range of products and services to the City and the region while carefully considering compatibility with adjacent residential lands." The subject property is designated General Commercial and Industrial on the General Plan land use map. The proposed use is consistent with the I land-use designation. This land use designation includes industrial parks and freestanding industrial users. Examples of permitted uses include light and medium intensity manufacturing operations, warehousing and distribution, ministorage, and associated offices. Further, Design Review 23-7008 is consistent with General Plan Economic Development Policy, which states: "The City shall take a proactive role in the retention of existing businesses and the recruitment of new businesses, particularly those that generate and broaden employment

opportunities, increase discretionary incomes, and contribute to City General Fund revenues." Approval of proposed Design Review 23-7008 would allow the applicant to promote business diversity, while providing an economic benefit to the City.

**Finding No. 2:** The proposed Project is consistent with the Zoning Ordinance, including the development standards and guidelines for the district in which it is located.

**Finding of Fact:** The proposed Project is an approximately 47,000 square-foot light industrial warehouse facility and is consistent with the Zoning Ordinance and development standards. Warehousing and distribution are permitted uses in the Industrial zone and the Project has adequate parking and landscaping. Additionally, all setbacks, height requirements and other applicable standards and design guidelines have been satisfied.

**Finding No. 3:** The design and layout of the proposed Project will not unreasonably interfere with the use and enjoyment of neighboring existing or future development and will not result in vehicular and/or pedestrian hazards.

**Finding of Fact:** The design and layout of the proposed Project is consistent with the development standards and design standards of the Banning Municipal Code. The proposed design and layout will not create any new interference with pedestrian or vehicular traffic paths of the neighboring properties or future development. Additionally, access to the street will be provided by driveways from Lincoln Street and will not result in hazards for vehicles or pedestrians. The Project is conditioned to provide additional right-of-way fronting onto W. Lincoln Street to improve the roadway to its ultimate configuration.

**Finding No. 4:** The design of the proposed Project is compatible with the character of the surrounding neighborhood.

**Finding of Fact:** The Project is a new construction development with a proposed 47,000 square-foot light industrial/warehouse facility, which will be compatible with adjacent Industrial and other non-residentially zoned properties to the north, south, east, and west. The Project is considered an Industrial use. Landscaping is required to maintain the character of the surrounding neighborhood.

SECTION 7. Based on the foregoing findings and the entirety of the administrative record in this matter, the City Council hereby approves General Plan Amendment 23-2502, Zone Change 23-3502, Tentative Parcel Map 23-4002, and Design Review 23-7008, subject to the recommended Conditions of Approval, attached hereto as Exhibit "A".

SECTION 8. The City Manager or their designee is authorized to file a Notice of Determination for Mitigated Negative Declaration EA 23-1506 in accordance with CEQA.

**PASSED, APPROVED AND ADOPTED** this 25th day of June 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 2024-112, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of June 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City Council
City of Banning, California

**Exhibit A**

Conditions of Approval for Design Review 2023-7008 and Tentative Parcel Map 23-4002 (TPM 38659)

**PROJECT:** EA 23-1506, GPA 23-2502, ZC 23-3502, TPM 23-4002, DR 23-7008
**SUBJECT:** Conditions of Approval (City Council Resolution 2024-112)
**APPLICANT:** Sagecrest Planning+Environmental
**LOCATION:** TM 38659 (APNs 540-180-020, 022, 026): See Attached

**EXHIBIT A**
**To City Council Resolution 2024-112**

***All fair share agreements, covenant agreements and agreements subject to recordation will be subject to review and approval by the City Attorney and will include appropriate enforcement provisions by the City and be properly securitized.**

**Community Development Department**

1. The operation of a steel distribution and warehousing facility ("Project") shall always comply with all federal, state, County and City laws, codes, regulations, and standards, including those that relate to hazardous materials.

2. The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to, arbitrations, mediations, and other such procedures) (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the Project, whether such actions are brought under the California Environmental Quality Act (CEQA), State Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Sections 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.

3. Approval of this entitlement shall not waive compliance with any sections of the CA Government Code, Banning Municipal Code (BMC), or other applicable City ordinances, in effect at the time of building permit issuance.

4. The Project permitted under Design Review 23-7008 shall commence operation within two (2) years from the date of this approval, or the Design Review shall become null and void. Additionally, if after commencement of tenant improvements, activities are discontinued for a period of one (1) year, the Design Review approval shall become null and void. The Community Development Director may, upon a written application being filed 30 days prior to expiration and for good cause, grant a one-time extension not to exceed 12 months. Upon granting of an extension, the Community Development Director shall ensure that the Design Review complies with all current provisions of BMC Title 17.

5. A copy of the signed Resolution of approval and these conditions of approval imposed on DR 23-7008 TPM 38659 shall be reproduced in legible form on the improvement plans submitted for review and approval as required by the reviewing department.

6. Prior to any occupancy/use of the Project site, or business activity being commenced thereon, the applicant shall complete these conditions of approval to the satisfaction of the Community Development Director.

7. Prior to the issuance of grading permits (MM BIO-1): In order to avoid violation of the MBTA and the California Fish and Game Code, site preparation activities (ground disturbance, construction activities, staging equipment, and/or removal of trees and vegetation) for the Project shall be avoided, to the greatest extent possible, during the nesting season of potentially occurring native and migratory bird species. If site-preparation activities are proposed during the nesting/breeding season, the Project proponent shall retain a qualified biologist to conduct a pre-activity field survey prior to the issuance of grading permits for the Project to determine if active nests of species protected by the MBTA or the California Fish and Game Code are present in the construction zone. If active nests are not located within the Project Site and an appropriate buffer of 500 feet of an active listed species or raptor nest, 300 feet of other sensitive or protected bird nests (non-listed), or 100 feet of sensitive or protected songbird nests, construction may be conducted during the nesting/breeding season. However, if active nests are located during the pre-activity field survey, the Biologist shall immediately establish a conservative avoidance buffer surrounding the nest based on their best professional judgement and experience. The Biologist shall monitor the nest at the onset of project activities, and at the onset of any changes in such project activities (e.g., increase in number or type of equipment, change in equipment usage, etc.) to determine the efficacy of the buffer. If the Biologist determines that such project activities may be causing an

adverse reaction, the Biologist shall adjust the buffer accordingly or implement alternative avoidance and minimization measures, such as redirecting or rescheduling construction or erecting sound barriers. All work within these buffers will be halted until the nesting effort is finished (i.e., the juveniles are surviving independent from the nest). The on-site qualified biologist will review and verify compliance with these nesting avoidance buffers and will verify the nesting effort has finished. Work can resume within these avoidance areas when no other active nests are found. Upon completion of the survey and nesting bird monitoring, a report shall be prepared and submitted to the City of Banning for mitigation monitoring compliance record keeping.

8. Prior to commencement of ground disturbing activity or and/construction (MM BIO-2): Project-specific habitat assessments and focused surveys for burrowing owls will be conducted for implementing development or infrastructure projects within burrowing owl survey areas. A pre-construction survey for resident burrowing owls will also be conducted by a qualified biologist within 30 days prior to commencement of grading and construction activities within those portions of implementing project sites containing suitable burrowing owl habitat and for those properties within an implementing project site where the biologist could not gain access. If ground disturbing activities in these areas are delayed or suspended for more than 30 days after the pre-construction survey, the area shall be resurveyed for owls. The pre-construction survey and any relocation activity will be conducted in accordance with the current Burrowing Owl Instruction for the Western Riverside MSHCP.

   If active nests are identified on an implementing project site during the pre-construction survey, the nests shall be avoided, or the owls actively or passively relocated. To adequately avoid active nests, no grading or heavy equipment activity shall take place within at least 250 feet of an active nest during the breeding season (February 1 through August 31), and 160 feet during the non-breeding season.

   If burrowing owls occupy any implementing project site and cannot be avoided, active or passive relocation shall be used to exclude owls from their burrows, as agreed to by the City of Perris Planning Division and the CDFG. Relocation shall be conducted outside the breeding season or once the young are able to leave the nest and fly. Passive relocation is the exclusion of owls from their burrows (outside the breeding season or once the young are able to leave the nest and fly) by installing 1-way doors in burrow entrances. These 1-way doors allow the owl to exit the burrow, but not enter it. These doors shall be left in place 48 hours to ensure owls have left the burrow. Artificial burrows shall be provided nearby. The implementing project area shall be monitored daily for 1 week to confirm owl use of burrows before excavating burrows in the impact area. Burrows shall be excavated using hand tools and refilled to prevent reoccupation. Sections of flexible pipe shall be inserted into the tunnels during excavation to maintain an escape route for any animals inside the

burrow. The CDFG shall be consulted prior to any active relocation to determine acceptable receiving sites available where this species has a greater chance of successful long-term relocation. If avoidance is infeasible, then a DBESP will be required, including associated relocation of burrowing owls. If conservation is not required, then owl relocation will still be required following accepted protocols. Take of active nests will be avoided, so it is strongly recommended that any relocation occur outside of the nesting season.

9. Prior to issuance of grading permits (MM CR-1): In the event of an unanticipated discovery, all work must be suspended within 50 feet of the find until a qualified archaeologist evaluates it.

   If archaeological resources are encountered during ground-disturbing activities, all work shall cease in the area of the find or diverted away from discovery to a distance of 50 feet. The City shall be immediately informed of the discovery and a qualified archaeologist shall be retained by the applicant to determine if the find is classified as a significant historical resource pursuant to CEQA Guidelines Section 15064.5(a) and/or unique archaeological resources (Public Resources Code Section 21083.2[g]). A qualified archaeologist is an archaeologist who meets or exceeds the Secretary of Interior's Professional Qualification Standards for archaeology. Personnel of the proposed project shall not collect or move any archaeological materials or associated materials. The qualified archaeologist shall be empowered to halt or divert ground disturbing activities.

   If the resource is classified as a significant cultural resource, the qualified archaeologist shall make recommendations on the treatment and disposition of the find. The final recommendations on the treatment and disposition of the find shall be developed in accordance with all applicable provisions of Public Resources Code Section 21083.2 and CEQA Guidelines Sections 15064.5 and 15126.4. The City shall review and approve the recommendations prior to implementation. The City shall be provided with a final report on the treatment and disposition of the finding prior to issuance of a Certificate of Occupancy.

10. Ongoing during earth disturbing activity and/or construction (MM CR-2): In the event that human remains (or remains that may be human) are discovered at the Project Site or within the off-site Project improvement areas during ground-disturbing activities, the construction contractors, Project archaeologist, and/or designated Luiseño tribal representative shall immediately stop all activities within 100 feet of the find. The Project proponent shall then inform the Riverside County Coroner and the City of Banning Planning Division immediately, and the coroner shall be permitted to examine the remains as required by California Health and Safety Code Section 7050.5(b).

If the coroner determines that the remains are of Native American origin, the coroner will notify the Native American Heritage Commission (NAHC), which will identify the "Most Likely Descendent" (MLD). Despite the affiliation with any Luiseño tribal representative(s) at the Project Site, the NAHC's identification of the MLD will stand. The MLD shall be granted access to inspect the Project Site of the discovery of Native American human remains and may recommend to the Project proponent means for treatment or disposition, with appropriate dignity of the human remains and any associated grave goods. The MLD shall complete his or her inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the Project Site. The disposition of the remains will be determined in consultation between the Project proponent and the MLD. In the event that there is disagreement regarding the disposition of the remains, State law will apply and median with the NAHC will make the applicable determination (see Public Resources Code Section 5097.98(e) and 5097.94(k)).

The specific locations of Native American burials and reburials will be proprietary and not disclosed to the general public. The locations will be documented by the consulting archaeologist in conjunction with the various stakeholders and a report of findings will be filed with the Eastern Information Center (EIC).

11. Prior to the issuance of a grading permit (MM GEO-1): The Project proponent/developer shall submit to and receive approval from the City, a Paleontological Resource Impact Mitigation Monitoring Program (PRIMMP). The PRIMMP shall include the provision for a qualified professional paleontologist (or his or her trained paleontological representative) to be on-site for any Project-related excavations that exceed three (3) feet below the pre-grade surface. Selection of the paleontologist shall be subject to approval of the City of Banning Planning Manager and no grading activities shall occur at the Project Site or within the off-site Project improvement areas until the paleontologist has been approved by the City.

    In the event of an unanticipated discovery, all work must be suspended within 50 feet of the find until a qualified paleontologist can evaluate the find and make recommendations. The approved paleontologist shall be prepared to quickly salvage fossils as they are unearthed to avoid construction delays. The paleontologist shall also remove samples of sediments which are likely to contain the remains of small fossil invertebrates and vertebrates. The paleontologist shall have the power to temporarily halt or divert grading equipment to allow for removal of abundant or large specimens.

    Collected samples of sediments shall be washed to recover small invertebrate and vertebrate fossils. Recovered specimens shall be prepared so that they can be identified and permanently preserved. Specimens shall be identified and curated and placed into an accredited repository (such as the Western Science Center or

the Riverside Metropolitan Museum) with permanent curation and retrievable storage.

A report of findings, including an itemized inventory of recovered specimens, shall be prepared upon completion of the steps outlined above. The report shall include a discussion of the significance of all recovered specimens. The report and inventory, when submitted to the City of Banning Planning Division, will signify completion of the program to mitigate impacts to paleontological resources.

12. Prior to building permit issuance (MM GEO-2): Prior to the start of construction, a paleontological resources Worker Environmental Awareness Program (WEAP) training program shall be presented to all earthmoving personnel to inform them of the possibility for buried resources and the procedures to follow in the event of fossil discoveries.

13. Prior to the issuance of a grading permit (MM TCR-1): at least 30 days prior to the issuance, the applicant shall contact the consulting Native American Tribe(s) that have requested monitoring through consultation with the City during the AB 52 and/or the SB 18 process ("Monitoring Tribes"). The applicant shall coordinate with the Tribe(s) to develop individual Tribal Monitoring Agreement(s). A copy of the signed agreement(s) shall be provided to the City of Banning Community Development Department, Planning Division prior to the issuance of a grading permit. The Agreement shall address the treatment of any known tribal cultural resources (TCRs) including the project's approved mitigation measures and conditions of approval; the designation, responsibilities, and participation of professional Tribal Monitors during grading, excavation and ground disturbing activities; project grading and development scheduling; terms of compensation for the monitors; and treatment and final disposition of any cultural resources, sacred sites, and human remains/burial goods discovered on the site per the Tribe(s) customs and traditions and the City's mitigation measures/conditions of approval. The Tribal Monitor will have the authority to stop and redirect grading in the immediate area of a find in order to evaluate the find and determine the appropriate next steps, in consultation with the Project archaeologist.

14. Ongoing during earth disturbing activity and/or construction, MM TCR-2: It is understood by all parties that unless otherwise required by law, the site of any reburial of Native American human remains or associated grave goods shall not be disclosed and shall not be governed by public disclosure requirements of the California Public Records Act. The Coroner, pursuant to the specific exemption set forth in California Government Code 6254 (r), parties, and Lead Agencies, will be asked to withhold public disclosure information related to such reburial, pursuant to the specific exemption set forth in California Government Code 6254 (r).

15. The subject property shall be operated and maintained in accordance with the site plans stamped approved by the City and on file in the Planning Division, the conditions contained herein, and the applicable regulations within the BMC.

16. The Applicant shall complete any/all improvements to the site contained in the Subdivision Improvement Agreement for TM 38659.

17. The Applicant shall be responsible for completion of all Performance and Labor and Material Bonds under the approval for TM 38659.

18. Prior to release of performance bonds, the developer shall complete all public improvements including street widening, sidewalks, connections to sidewalks and trails within the development, providing ease of access to common open spaces and amenities.

**Building Department**

19. Once submitted for official plan review full architectural and structural drawing plans shall be provided. Structural plans and calculations shall be provided by a California licensed engineer or licensed architect.

20. Please provide the following number of construction plans and documents listed below for the first review of the proposed project. The initial plan review time will take two weeks on most projects. The applicant will receive an application number at the time plans are submitted for Building & Safety's plan review. This number is needed to obtain information regarding your project:

    (7) Precise Grading Plans
    (7) Plot/Site Plans
    (7) Site Disabled Access Plan
    (7) Architectural Plans
    (7) Structural Plans
    (7) Electrical Plans
    (7) Electrical Load Calculations
    (7) Plumbing Plans/Isometrics
    (7) Mechanical Plans
    (2) Structural Calculations
    (2) Roof and Floor Truss Calculations
    (2) Title 24 Energy Calculations
    (2) Geology Report
    (2) Soils Report
    (2) Condition of Approval Packages

(3) Temporary Fence Plan

21. Electronic plan submittal can be provided by building and safety. Please email CommunityDev@banningca.gov for additional information.

22. All structures shall be designed in accordance with the current version of the California Building Codes, including the California Green Building Standards Code. Design all structures to comply with Seismic Design Category D, basic wind speed should be site specific and determined from ATC at www.atcouncil.org/windspeed with exposure type "C", and Energy Calculations shall be designed per Climate Zone 10.

23. Where applicable, prior to issuance of building permits, provide a receipt from the appropriate Unified School District stating that all school fees have been paid. (Banning Unified School District)

24. Banning Electric does not release electric meters until final approvals are obtained from all agencies and departments.

25. Construction projects, requiring temporary electrical power, shall obtain an electrical permit from Banning Electric.

26. Construction projects requiring fire permits must apply and submit fire plans prior to the issuance of the building permit, including fire sprinkler submittals.

27. The Developer/Owner is responsible for the coordination of releasing any Deferral of Development Impact Fees or Bonds after such fees have been paid. The Developer/Owner should be aware, once the deferral notice is sent to the Riverside County Recorder's Office; the release process takes two to three weeks. This process will delay final Certificates of Occupancy.

28. The Developer/Owner is responsible for the coordination of the final occupancy. The Developer/Owner shall request clearances from each department and/or agency at least two weeks prior to requesting a final building inspection from Building and Safety. Each agency may sign the Building and Safety Job Card, or provide agency approved signed documentation, and provide a copy of the signatures to Building and Safety at the time the final inspection is requested.

29. A security fence with screening shall protect all construction sites. The fencing and screening shall be maintained at all times to protect pedestrians. All development projects shall submit a construction fencing plan with the construction design plans. Construction projects that have phased occupancy shall be completely separated

by a construction fence that is screened and show the adjusted fence locations at each phase.

30. The permittee shall utilize an anti-graffiti coating on trash enclosures and decorative block walls.

31. On site toilet facilities shall be provided for construction workers and such facilities shall be maintained in a sanitary condition. Construction toilet facilities of the non-sewer type shall conform to ANSI ZA.3 and on site per NPDS stormwater requirements.

32. All construction materials, which are not used, shall be recycled pursuant to the requirements per the California Green Building Standards Code. Receipts from the recycle company responsible for picking up the materials shall be kept in the construction office. After the construction is complete and before final occupancy, all trash receipts shall be forwarded to the City.

33. Prior to the issuance of Building Permits, on site water service shall be installed and approved by the responsible agency. On site fire hydrants shall be approved by the Riverside County Fire Department. No flammable materials will be allowed on the site until the fire hydrants are established and approved. No flammable construction materials shall be placed on the site without approvals by the Fire Department. All street and access roadways around the project shall be paved for emergency response vehicles before flammable materials are placed on the project.

34. Prior to issuance of building permits, site-grading certifications, compaction reports, and survey report shall be submitted to Building and Safety or to Public Works, as applicable.

35. All construction projects shall comply with the NPDES Stormwater Best Management Program. Prior to building permit issuance submit copy of the Water Quality Management Program Report. (WQMP)

36. All deferred plan items are to be identified on the cover sheet of the drawing plans.

37. Site development and grading shall be designed to provide access to all entrances and exterior ground floor exits and access to normal paths of travel. The accessible route(s) of travel shall be the most practical direct route.

38. Demolition of any onsite structures requires the following information or action.

    a. Submit copies of the property title at permit submittal.

b. Provide copy of the hazardous materials survey (asbestos and lead) for each structure.
c. Contact the City of Banning Building & Safety Department for current abatement and documentation requirements prior to performing demolition.

39. For the removal of fuel storage tanks, or other excavations involving backfill, a compaction shall be filed with the Building & Safety Department. Fuel storage tank removal will require notification of Riverside County Fire, Hazardous Materials and Riverside County Environmental Health Department.

40. All dead and removed trees and foliage is to be properly removed from the site.

41. The City enforces the State of California provisions of the California Building Code disabled access requirements. The Federal Americans with Disabilities Act (ADA) standards may differ in some cases from the California State requirements; therefore, it is the building owner's responsibility to be aware of those differences and comply accordingly.

42. Building and Safety inspection requests must be made by 4:00 pm. on the previous City working day to receive a next day inspection. Please contact (951) 922-4820

43. Plan review application approval is valid for a period of 180 days after application date (plan check submittal date)- if the permit is not obtained within that time period the approval expires and becomes null and void. The Building Official may extend the time for action by the applicant for a period of 90 days upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. In order to renew action on an application after expiration the applicant shall resubmit plans and pay a new plan review fee.

**Electric Utility**

44. A New Service Questionnaire will be required to determine the electrical demand of the project and to ensure the City of Banning Electric Utility ("BEU") can provide safe and reliable service to the project.

45. The City of Banning Electric Utility will require adequate easements needed to service the project. An easement area will be required along Lincoln St for vaults, conduits, streetlights and pad mounted transformers and switches. Adequate easements will be required to serve all parcels of this project. These easements shall be offered for dedication to the City of Banning for public utility purposes. A non-exclusive easement shall be provided to the City of Banning to include the installation of electric distribution facilities within all common areas.

46. All structures and equipment will not be permitted to be built, installed, or stored under any overhead power lines and must maintain a minimum of 10-ft clearance from all overhead power lines.

47. Electrical point of connection will be provided from the area of Lincoln St and 12th St depending on the developer's layout of the site (ex: electric room).

48. Streetlight infrastructure is to be installed by the developer, including necessary metering equipment, and are assumed to be publicly owned and maintained by BEU along West Lincoln St. Streetlighting requirements along HWY 243 shall adhere to the requirements of City of Banning Public Works and/or Cal Trans.

49. Prior to constructing BEU's electric distribution system, the developer shall submit a detailed engineering plan showing design, location, and schematics for the utility system to be approved by BEU. The developer will also be required to follow the Electric Utility Maps & Records requirement. This will allow the utility to assist with the completion of a distribution plan and provide a cost estimate to serve the project.

50. *Note: Detailed design conditions and requirements to serve the project with electricity shall be discussed and reviewed following future approvals as the project progresses. Including the possibility of relocating existing steel poles along the frontage of the property.

51. The Developer may be required to execute one or more line extension agreements with BEU providing for the installation, construction, improvement, and dedication of the utility system.

52. All electric utility equipment will require to have adequate working clearances per local and state requirements, because of this some trees and bushes shown on the landscape plan might be eliminated. This equipment includes substructures, transformers, pad mounted switch gear and meter locations.

53. Please complete and return the following: New Service Questionnaire, Maps & Records Requirements, Electric Utility General Development Service Requirements.

**Fire Department**

With respect to the conditions of approval for the referenced project, the Fire Department requires the following fire protection measures be provided in accordance with Riverside County Ordinances and/or recognized fire protection standards:

54. Fire Protection Water Supplies/Fire Flow - Minimum fire flow for the construction of all buildings is required per CFC Appendix B or other approved method. Prior to

building permit issuance for new construction, the applicant shall provide documentation to show there exists a water system capable of delivering the required fire flow. Specific design features may increase or decrease the required fire flow. Reference CFC 507.3.

55. Fire Protection Water Supplies/Hydrants - The minimum number of fire hydrants required, as well as the location and spacing of fire hydrants, shall comply with CFC Appendix C and NFPA 24. Fire hydrants shall be located no more than 400 feet from all portions of the exterior of the building along an approved route on a fire apparatus access road, unless otherwise approved by the Fire Department. Fire hydrants shall be at least 40 feet from the building it is serving. A fire hydrant shall be located within 20 to 100 feet of the fire department connection for buildings protected with a fire sprinkler system. The size and number of outlets required for the approved fire hydrants are 4" x 2 ½" x 2 ½" (super hydrant). Reference CFC 507.5, CFC Appendix C and NFPA 24 7.2.3.

56. Fire Department Access - The minimum required turning radius of a fire apparatus access road is 38 feet outside radius and 14 feet inside radius. The construction of the fire apparatus access roads shall be all weather and capable of sustaining 75,000 lbs. Reference CFC 503.1.1, 503.2.1 as amended by the County of Riverside and Riverside County Office of the Fire Marshal Technical Policy #TP22-002.

57. Fire Department Building Construction Permit Review - Submittal of construction plans to the Fire Department will be required. Final fire and life safety conditions will be addressed when the Fire Department reviews these plans. These conditions will be based on California Fire Code, California Building Code (CBC), and related codes/standards adopted at the time of construction plan submittal. Reference CFC 105.1.

58. Fire Sprinkler System - All new commercial buildings and structures 3,600 square feet or larger will be required to install a fire sprinkler system. Reference CFC 903.2 as amended by the County of Riverside.

59. Fire Alarm and Detection System - A water flow monitoring system and/or fire alarm system may be required as determined at time of building construction plan review. Reference CFC 903.4 and CFC 907.2.

60. Traffic Calming Devices - Requests for installation of traffic calming designs/devices on fire apparatus access roads shall be submitted and approved by the Office of the Fire Marshal. Reference CFC 503.4.1.

61. Dock loading shall not impede fire department access lanes.

62. Knox Box and Gate Access: Buildings shall be provided with a Knox Box. The Knox Box shall be installed in an accessible location approved by the Office of the Fire Marshal. All electronically operated gates shall be provided with Knox key switches and automatic sensors for access. Ref. CFC 506.1.

63. Addressing: All commercial buildings shall display street numbers in a prominent location on the address side and additional locations as required. Ref. CFC 505.1 and County of Riverside Office of the Fire Marshal Standard #07-01.

64. Fire Addressing: All residential dwellings shall display street numbers in a prominent location on the street side of the residence. Ref. CFC 505.1 and County of Riverside Office of the Fire Marshal Standard #07-01.

## Public Works Department

General

65. The subject property shall substantially conform to the approved TENTATIVE PARCEL MAP 38659 and DESIGN REVIEW 23-7008. The City Engineer may approve minor design modifications to the project plans during the plan check process, if such modifications conform to the provisions of the Banning Municipal Code. Substantial changes shall not be permitted except upon application for, and approval of modification of this entitlement in compliance with all applicable procedures and requirements.

66. Revisions to the approved TENTATIVE PARCEL MAP 38659 during plan check process; including, but not limited to, lot line alignments, easements, improvement plan revisions, and similar minor changes that are in substantial compliance with the Tentative Map, or associated Conditions of Approval, shall be administratively approved through the plan check process with the mutual consent and approval of the Developer, the Community Development Director, and the City Engineer. Changes that are not administratively approved, through the process referenced above and herein shall be amended in accordance with the Subdivision Map Act, as amended and codified within the Banning Municipal Code (BMC).

67. All Ordinances, Policy Resolutions, and Standards of the City in effect at the time this project is approved shall be complied with as a condition of this approval.

68. All applicable mitigation measures specified in the approved Technical Studies (Traffic Impact Analysis (TIA), Water Quality Management Plan (WQMP)), shall be incorporated as conditions of approval for this project and shall be addressed to the satisfaction of the Public Works Director and City Engineer.

69. The applicant shall comply with the Approved site plan, the preliminary grading plan, the preliminary WQMP & Hydrology report, and other relevant documents approved during project entitlement. Any significant omission to the representation of the site conditions may require the plans to be resubmitted for further review and revision.

70. An Encroachment Permit shall be required prior to commencement of any work within the public right-of-way. The contractor working within the public right-of-way shall submit proof of a Class “A” State Contractor’s License, City of Banning Business License, and Liability Insurance.

71. The applicant is responsible for resolving any conflicts with existing or proposed easements. All easement(s) of record and proposed easements shall be shown on the final map, grading plan, and improvement plans where applicable.

72. Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant to the Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act).

73. All future utility systems including gas, electric, telephone, water, sewer, and cable TV, shall be provided for underground, with easements provided as required, and designed and constructed in accordance with City codes and the utility provider. Telephone, cable TV, and/or security systems shall be pre-wired. All future utility systems including gas, electric, telephone, water, sewer, and cable TV, shall be provided for underground, with easements provided as required, and designed and constructed in accordance with City codes and the utility provider. Telephone, cable TV, and/or security systems shall be pre-wired.

74. Any existing public improvements, or public improvements not accepted by the City that are damaged during construction shall be removed and replaced as determined by the City Engineer or his/her representative.

75. All weather vehicular access shall be maintained at all times to all parts of the proposed subdivision, where construction work is in progress, for emergency vehicles.

76. All precautions shall be taken to prevent washouts, undermining and subsurface ponding, caused by rain or runoff to all surface structures (curbs, gutters, sidewalks, paving, etc.). The Engineering Division may order repair, removal and replacement, extra compaction tests, load tests, etc. or any combination thereof for any such structure that was damaged or appears to have been damaged. All of the additional work, testing, etc., shall be at the expense of the Applicant.

77. Prior to the release of surety and upon completion of construction, the Applicant shall furnish the City with reproducible record drawings on Mylar film of all improvement plans that were approved by the City Engineer. Each sheet shall be clearly marked "As-Built" or "As-Constructed" and shall be stamped and signed by the engineer or surveyor certifying the accuracy and completeness of the drawings. The applicant shall have all AutoCAD files submitted to the City, revised to reflect the “As-Built” conditions.

*Improvement Plans, Maps, Reports, Agreements and Certifications*

78. The following is a non-inclusive list of items that may be required by the Public Works Department. Unless otherwise authorized in writing by the City Engineer, plans shall utilize the minimum scale specified and shall be drawn on 24”x36” sized paper. Plans should be drawn at a larger scale if additional detail and/or clarity is desired (Note: The applicant may be required to prepare other improvement plans not listed here pursuant to improvement required by other agencies and utility purveyors). Other engineered improvement plans prepared for City approval that are not listed herein shall be prepared in formats approved by the City Engineer prior to commencing plan preparation.

79. All required plans and studies shall be prepared by a Registered Professional Engineer, Registered Professional Geologist. Registered Professional Landscape Architect or Registered Professional Surveyor in the State of California and submitted to the Public Works Department for review and approval.

80. The design of public infrastructure elements shall conform to the requirements of these Conditions of Approval, City General Plan, City/Regional Master Plans, City of Banning Grading Manual, City of Banning codes/standards, Standard Specifications for Public Works Construction (current edition), and Caltrans Standards and Specifications at no cost to any governmental agency as required by the City Engineer.

81. The design of private grading and improvements outside of public right of way shall comply with the City of Banning Grading Manual, Title 18 of the City of Banning Municipal Code, California Building Code, State Water Resources Control Board orders, rules, and regulations, and City of Banning standards and practices.

82. All off-site plan and profile, street improvement plans, and signing and striping plans shall show all existing improvements for a minimum distance of 200 feet beyond the project limits, and to a distance sufficient to show any required design transitions.

83. An index map shall be provided on the title sheet of all plan sets showing the overall view of the entire work area.

84. All plans shall be complete, to the satisfaction of the City Engineer, prior to final map recordation and determination of surety estimates.

85.

| ***Permit Type*** | ***Plan Set*** | ***Scale*** |
|---|---|---|
| Grading | Rough Grading Plan | 1" = 40' |
| | Precise Grading Plan | 1" = 20' |
| | Retaining Walls | 1" = 40' |
| | Erosion and Sediment Control | 1" = 40' |
| Encroachment | Street Improvement Plan Signing and Striping Plan Traffic Control Plan | 1" = 40' Horiz/ 1" = 4' Vertical<br>1" = 40' |
| Final Maps | Storm Drain Improvement Plan Potable Water Plan | 1" = 40'<br>1" = 40' Horiz/ 1" = 4' Vertical |
| Technical Studies | Sewer Plan | 1" = 40' Horiz/ 1" = 4' Vertical |
| | Final Map | 1" = 40' Horiz/ 1" = 4' Vertical |
| | Easement Dedications Corner Records Records of Survey | 1" = 40' |
| Permits and Agreements | Geotechnical Report Compaction Report | |
| | Hydrologic and Hydraulic Report Water Quality Management Plan | |
| | BMP Agreement | |
| | Landscape Maintenance Agreement Subdivision/Improvement Agreement | |
| | Performance Bonds | |
| | Labor and Material Bond | |
| | Maintenance Bond | |
| | Certifications Non-Interference Letter | |
| | Grading Certifications Pad Certifications | |

*Mapping/Survey*

86. The submittal, approval, and recordation of the Final Map shall be in accordance with the provisions of the State Subdivision Map Act and Title 16, Subdivisions, of the Banning Municipal Code.

87. The Final Map shall have adequate reservations for public ingress and egress as well as public and/or private utility easements and abandonment of existing utility easements to the satisfaction of the City Engineer. The applicant shall be responsible for contacting all utility providers to establish appropriate easements required to provide services to each development area.

88. The applicant shall file an Environmental Constraint Sheet. An Environmental Constraint Sheet means a duplicate of the final map on which are shown the Environmental Constraint Notes. This sheet shall be filed with the County Surveyor simultaneously with the final map and labeled ENVIRONMENTAL CONSTRAINT SHEET in the top margin. Applicable items will be shown under a heading labeled Environmental Constraints Notes. The Environmental Constraint Sheet shall contain the statement:

    THE ENVIRONMENTAL CONSTRAINT INFORMATION SHOWN ON THIS MAP SHEET IS FOR INFORMATIONAL PURPOSES DESCRIBING CONDITIONS AS OF THE DATE OF FILING, AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST. THIS INFORMATION IS DERIVED FROM PUBLIC RECORDS OR REPORTS, AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS BY THE PREPARER OF THIS MAP SHEET.

    As required by the City Engineer, the sheet shall delineate constraints involving, but not limited to, any of the following that are conditioned by the Advisory Agency: archaeological sites, geologic mapping, grading, building, building setback lines, flood hazard zones, seismic lines and setbacks, fire protection, water availability, and sewage disposal.

89. Prior to issuance of any permit(s), the applicant shall acquire or confer property rights necessary for the construction or proper functioning of the proposed project/development. Conferred rights may include right-of-way dedications, irrevocable offers to dedicate or grant of easements to the City for emergency services, maintenance, utilities, storm drain facilities, or temporary construction purposes including the reconstruction of essential improvements as directed by the City Engineer. All costs associated with acquiring rights-of-way or easements shall be borne by the applicant.

90. In the event that the applicant in unsuccessful in acquiring necessary property rights outside the project/development, the City will consider and potentially act on the option to acquire through eminent domain. Permits (or portions of permits) that are not affected by ROW acquisition will not be held up during the property acquisition or eminent domain process.

91. During the improvement plan checking process, turning radius template checks shall be submitted for access to all storm drain facilities, open space, and other utility easements that are accessed from a publicly accessible paved street. These templates shall clearly show that the easements are sufficient for full access under emergency conditions. The City of Banning's review of the easements shall include appropriateness of the vehicle turning radius, easement slopes and easement widths. Additional easement widths shall be required when the design vehicle is likely to use outriggers or other means of load stabilization.

92. All public facilities including sewer, water, reclaimed water and drainage shall be located in a public right of way or public utility easement. All final maps shall include appropriate easements per the approved tentative map and as required by the City Engineer and/or other agency maintaining public facilities. All easements shall meet minimum width and access requirements as mandated by the City or governing agency.

93. Submit a copy of the title report, closure calculations, and any separate instruments or necessary right-of-way documents to the Engineering Division prior to final map approval.

94. The Applicant shall be responsible for research on private utility lines (Gas, Edison, Telephone, Cable, Internet, etc.) to ensure there are no conflicts with site development. All existing on-site utility lines that conflict with this project shall be relocated, removed, or sealed to the satisfaction of the City Engineer.

95. The applicant shall not grant any easements over any property subject to a requirement of dedication or irrevocable offer of dedication to the City of Banning unless such easements are expressly made subordinate to the easements to be offered for dedication to the City. Prior to granting any of said easements, the applicant shall furnish a copy of the proposed easement to the City Engineer for review and approval. Further, a copy of the approved easement shall be furnished to the City Engineer prior to the issuance of any certificate of use and/or occupancy.

96. The applicant, at its sole expense, shall obtain all right of way or easement acquisitions necessary to implement any portion of condition of this project, including public improvements, off-site grading and construction, offsite street requirements,

offsite public utility requirements, storm drain improvements, or any other requirement of these conditions.

97. The applicant shall provide an easement over, across, and which provides ingress and egress to all private water quality, stormwater, drainage basins, public water facilities, public sewer facilities, public electric facilities, and fire department access to be dedicated to the City, for ingress, egress, and right to inspect, repair, remove, and replace unless otherwise directed by the City Engineer.

98. The applicant shall offer for dedication on the Final Map, within Final Map boundaries, all public street right-of-way and public utility easements in conformance with project entitlement documents. The City may reject the dedications and leave them open for future acceptance when all required public street improvements for the map are installed by the applicant in the rights of way.

99. The applicant shall offer to dedicate to the City of Banning additional Right of Way as described below:

    Lincoln Street: 55' half width dedication (measured from Centerline)
    All offers of dedication shall include the corner cut-back at all intersections.

100. Security for the construction of public improvements in accordance with Government Code Section 66499 shall be as follows:

    Faithful Performance Bond 100% of estimated cost Labor and Material Bond 100% of estimated cost
    Monumentation Bond - In the amount as supplied by the Record Engineer/Land Surveyor and as approved by the City Engineer

    Securities for the public improvements shall be on file with the City Clerk prior to scheduling the final map for approval by City Council. Unit prices for bonding estimates shall be those specified or approved by the City Engineer.

101. The City and the applicant are to enter into a Public Improvement Agreement to guarantee the construction of the public improvements as listed in the Conditions of Approval and as shown on the approved plans.

102. The applicant shall verify and/or set all property corners, r/w corners, and centerline monuments. Subsequently, the applicant shall cause the surveyor to file the appropriate documents and records to the County of Riverside.

103. Public improvements shall be completed and accepted by City of Banning prior to release of Faithful Performance Bond and Labor and Material Bond for such

improvements. Faithful Performance Bond for applicable public improvements shall be reduced to 10% once City accepts improvements into maintenance period. Final 10% to serve as the maintenance bond for the 1- year maintenance period.

104. The Applicant shall comply with Assembly Bill 1414, which was enacted on January 1, 1995, and amended Section 8771 of the Business and Professions Code of the Land Surveyors Act. Assembly Bill 1414 requires that two (2) corner records be filed when:

    a. Monuments exist that control the location of subdivisions or tracts, streets or highways; or provides survey control. The monuments are located and referenced by a licensed Land Surveyor before any streets or highways are reconstructed or relocated. The corner record(s) of the references are filed with the County Surveyor.

    b. Monuments are reset in the surface of the new construction and a corner record is filed with the County Surveyor before recording of a Certificate of Completion for the project.

105. Permanent survey monuments shall be set at the intersection of street centerlines, beginning, and end of curves in centerlines, and at other locations designated by the Director of Public Works and City Engineer. All other centerline monuments shall be placed in accordance with standard survey practice. A complete set of street centerline ties shall be submitted to the Engineering Division upon completion of improvements or prior to release of the monumentation bond.

*Grading*

106. The applicant shall comply with Title 18 of the Banning Municipal Code “Grading, Erosion, and Sediment Control”, the City of Banning Grading Manual, California Building Code related to excavation and grading, and State Water Resources Control Board orders, rules, and regulations.

107. Grading work shall be balanced on-site, wherever possible. If export is required as a result of the final grading plan, then measures will be taken to be in compliance with the applicable City of Banning Ordinances at time of final grading plan approval.

108. The project grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage areas, outlet points and outlet conditions. Otherwise, a drainage easement shall be obtained for the release of concentrated or diverted storm flows. The project shall accept and convey storm flows from the adjacent property within the property boundaries, or within drainage devices and easements obtained by the applicant.

109. Rough grading plans shall include perimeter walls with top of wall and top of footing elevations shown. All footings shall have a minimum of 1-foot of cover, and/or sufficient cover to clear any obstructions. The Applicant shall submit design calculations and obtain permits for all perimeter and retaining walls from the Building and Safety Department.

110. A Grading Plan and Erosion Control Plan shall be submitted to the City Engineer for review and approval.

111. Detailed grading plans shall be prepared and approved by the City prior to any on-site grading for the project.

112. A soils report and geotechnical study shall be submitted in conjunction with the grading plan with further analyses of on-site soil conditions and appropriate measures to control erosion and dust. Any issues or recommendations provided in the report shall be addressed to the satisfaction of the City Engineer. The responsible geotechnical engineer shall sign and stamp all grading plans indicating the plan complies with the recommendations of the comprehensive soils and geotechnical report.

113. A grading permit shall be obtained from the Public Works Department prior to the commencement of any grading work.

114. For construction activities including clearing, grading or excavation of land that disturbs one (1) acre or more of land, or that disturbs less than one (1) acre of land, but which is a part of a construction project that encompasses more than one (1) acre of land, the applicant shall be required to submit a Storm Water Pollution Protection Plan (SWPPP) and file a Notice of Intent (NOI) with the Regional Water Quality Control Board (RWQCB). The applicant shall provide proof that the NOI and SWPPP has been approved by the RWQCB prior to issuance of any permits. The applicant shall ensure that the required SWPPP is available for inspection at the project site at all times through and including acceptance of all improvements by the City. The applicant's SWPPP shall include provisions for all of the following Best Management Practices ("BMPs"):

    Temporary Soil Stabilization (erosion control).
    Temporary Sediment Control.
    Wind Erosion Control.
    Tracking Control.
    Non-Storm Water Management.
    Waste Management and Materials Pollution Control.

All erosion and sediment control BMPs proposed by the applicant shall be designed using the CASQA BMP handbook and approved by the City Engineer prior to any onsite or offsite grading, pursuant to this project. The approved SWPPP and BMPs shall remain in effect for the entire duration of project construction until all improvements are completed and accepted by the City.

115. Construction documents shall include language that requires all construction contractors to strictly control the staging of construction equipment and the cleanliness of construction equipment stored or driven beyond the limits of the construction work area. Construction equipment shall be parked and staged within the project site. Staging areas shall be screened from view from adjacent properties. Vehicles shall be kept clean and free of mud and dust before leaving the development site. Surrounding streets shall be swept daily and maintained free of dirt and debris.

116. A precise grading plan shall be submitted to the City Engineer for review and approval. A grading permit shall be obtained prior to commencement of any grading activity.

117. The applicant shall provide a lot pad certification. The pad certification shall include an elevation and compaction certification. The elevation certification shall be stamped and signed by a licensed civil engineer or land surveyor and shall list the pad elevation as shown on the approved grading plan, the actual pad elevation and the difference between the two, if any. The compaction certification shall list the relative compaction of the pad soil and shall be certified by a licensed geotechnical engineer.

118. The applicant shall provide a Final Grade Certification. The certification shall be stamped and signed by a licensed civil engineer or land surveyor and shall show actual building setbacks, swales, drainage devices, and other items shown in conformance with the approved Precise Grading Plan.

*Stormwater/Water Quality*

119. The applicant shall comply with Chapter 13.24 “Stormwater Management Systems” of the Banning Municipal Code.

120. The applicant shall submit a Drainage Study with hydrologic and hydraulic analysis for developed and undeveloped (existing) conditions to the Engineering Division for review and approval. The study and analysis shall be prepared by a civil engineer licensed by the State of California. Drainage design shall be in accordance with Banning Master Drainage Plan adopted by Riverside County Flood Control and Water Conservation District (RCFCD), RCFCD Hydrology Manual, and standard

plans and specifications. The 10- year storm flow shall be contained within the street curbs, and the 100-year storm shall be contained within the street right-of-way; when this criteria is exceeded, additional drainage facilities shall be designed and constructed.

121. The proposed drainage improvement plans shall be designed such that drainage facilities will maintain or reduce the 100-year peak runoff rates presently exiting all Project boundaries. The Project will use on-site detention basins to reduce the storm water flows to or below the existing condition flows prior to their discharge to areas located downstream of the project. The project shall be designed to retain the 100-year 3-hour storm. Detention facilities shall have a maximum draw down time of 72 hours.

122. Applicant shall submit drainage improvement plans for the proposed subdivision with the accompanying hydrology and hydraulic analysis and shall be designed per the RCFC&WCD Hydrology Manual and the City of Banning flood control standards. Finalized studies shall verify the size of flood control facilities. Drainage facilities shall be in accordance with the approved tentative map and specific plan. Plans shall be submitted to RCFC&WCD and/or the City of Banning for review and approval for facilities that are to be owned and/or maintained by RCFC&WCD.

123. Trash Capture Devices are designed to keep trash, sediment, and debris from entering the City's storm sewer system including its' curb and gutters. The proposed project is in a "Priority Land Use" area (defined as: high-density residential areas (starting from 10 dwellings units/acre), Industrial areas (manufacturers, storage warehouses, distribution centers, junkyards), Commercial areas (populated consumer areas where goods and services are exchanged), Mixed-use areas (areas where high-density residential, industrial, and commercial intermix), and Public Transportation areas (property drains to or from bus stops)). Therefore, the developer shall install, operate, and maintain a "Full Capture" trash treatment control device for all storm drain systems (catch basins, inlets, etc.) on the property that capture runoff from the Priority Land Use area to comply with Trash Amendments/Provisions as defined by the SWRCB. The full capture system/device shall be selected from the SWRCB's approved Certified "Full Capture Systems" list and shall also be approved by the City Engineer. If the project does not require a WQMP but is in a "Priority Land Use" area, a BMP Maintenance Agreement shall be prepared and executed with the City to ensure proper operation and maintenance of the full capture system/device and an annual self-inspection report shall be submitted to the Engineering Division.

124. The applicant shall identify and include in its improvement plans structural and non-structural Best Management Practices (BMP's) as outlined in the Final Water Quality Management Plan (WQMP).

125. The applicant shall prepare final Water Quality Management Plan in accordance with the California Regional Water Quality Control Board Colorado River Basin Region Order No. R7-2013-0011. The WQMP shall identify project Site Design BMP's, Source Control BMPs and Treatment Control BMP's as applicable. LID/Site Design BMPs should be incorporated in lieu of Treatment Control BMPs where feasible. The Whitewater River Region WQMP Guidance document shall be utilized by the applicant. The WQMP shall be reviewed and approved by the City Engineer.

126. The applicant shall execute a Stormwater Management Facilities Agreement on terms agreed to by the parties guaranteeing the maintenance of stormwater pollution controls. Said agreement shall be recorded with the Riverside County Recorder and run with the land.

127. The applicant shall provide their SIC code to the Engineering Division to determine if a SWRCB issued Industrial General Permit will be required.

128. A NPDES/Industrial Waste Inspection performed by the Public Works Dept. will occur and be paid for prior to the issuance of the Certificate of Occupancy.

*Streets and Traffic*

129. All street designs shall comply with City of Banning standard drawings where available. If no City standard is available applicant may select standards in the following order:
    1 - City of Banning Standards
    2 - Riverside County Standard Drawings
    3 - 'Greenbook' Standard Drawings
    4 - Caltrans Standard Drawing
    5 - Other published standards, subject to approval from the City Engineer. Any standard drawing other than City of Banning standards shall be included on the improvement plan set as reference.
130. All street designs shall provide pavement and lane transitions per City of Banning and Caltrans standards for transitions to existing street sections.

131. Any public improvements damaged during the course of construction shall be replaced to the satisfaction of the City Engineer, or his/her designee.

132. Grading and excavations in the public right-of-way shall be supplemented with a soils and geology report prepared by a professional engineer or geologist licensed by the State of California.

133. Applicant's geotechnical engineer shall provide the design of the pavement section and field measured "R-Values" based upon the Caltrans Method.

134. Street pavement design shall take into account the subgrade soil strength, the projected traffic loading, and have a design life of 20 years.

135. Minimum AC Thickness for any roadway shall be 4" AC, completed in 2 lifts. Final lift shall be a 0.15-foot cap completed after onsite construction is completed.

136. In accordance with the California Building Code, Title 24, and the requirements of the Americans with Disabilities Act (ADA), facilities for disabled persons shall be constructed in locations specified by the City Engineer (i.e., accessible paths of travel, curb ramps, etc.).

137. Parking areas shall be designed and improved with grades not to exceed five percent slope. All applicable ADA standards will be adhered to.

138. The street improvement plans shall include details for all ADA ramps, indicating elevations and grades in accordance with City of Banning standard drawings at a scale of 1"=5' or larger if necessary.

139. ADA Ramps shall comply with City of Banning Standards and PROWAG guidelines, whichever is stricter.

140. Access drives to the public right-of-way shall be restricted to those approved by the City Engineer as shown on the approved plans. Commercial/Industrial driveway grades shall not exceed eight percent unless approved by the City Engineer.

141. Signing and Striping Plans shall show the following at a minimum: stop signs, limit lines and legends, no parking signs, raised pavement markers (including blue raised pavement markers at fire hydrants), and street name signs.

142. All existing overhead utility lines located on or adjacent to the site shall be undergrounded prior to public improvement acceptance and surety release, to the satisfaction of the Public Works Director, including but not limited to, electrical distribution, telephone, and cable lines, with the exception of electric utility lines over 33 kV in accordance with Ordinance 1500.

143. Lincoln Street: Construct half width street improvements for ARTERIAL HIGHWAY roadway per City of Banning Standard ST-101.1, (55' half width, 43' offset to C&G) including the following: Curb and Gutter, AC Pavement, Painted Median, Driveways, Street Lighting, Sidewalk, Parkway Landscaping, Traffic Signs, Roadway Striping.

144. The applicant shall provide estimates to construct, improve, or finance the proposed public improvements to the City Engineer for review and approval. The estimate shall differentiate between public improvements within the property boundaries of the tentative map, improvements outside the project boundaries and public improvements which abut the boundary of the property to be subdivided.

145. Applicant shall post a bond with the City of Banning to guarantee the repair of the roads.

146. Street lights shall be installed in accordance with the City of Banning Electric Department Standards. A detailed lighting plan shall be submitted for review and approval by the City's Electric Department and City Engineer prior to recordation of Tr 37766. The plan shall indicate style, illumination, location, height and length of mast arm.

147. Applicant shall provide a modified Commercial Driveway to allow for truck movements in/out of the site to access the far right lane for westbound Lincoln Street.

148. Striping Plan shall accommodate bike lanes within the paved in accordance with the City's Active Transportation Plan.

149. All fire hydrants shall have a blue reflective pavement marker indicating the hydrant location on the street/access driveway as approved by the Fire Marshall and must be maintained in good condition by the property owner until the street is accepted for maintenance.

150. All required public improvements for the project shall be completed, tested, and approved by City of Banning and/or other governing agency to the satisfaction of the City Engineer or their designee.

151. Applicant shall install all street name signs, striping, and related signage as shown on the approved plans to the satisfaction of the City Engineer and Public Works Director.

152. Applicant shall make pavement repairs necessary to mitigate the impacts of project construction traffic on all affected existing streets.

*Landscaping*

153. The applicant shall be required to enter into a Landscape Maintenance Agreement for the perpetual maintenance of landscaping within the public right-of-way fronting the project sites.

154. Prior to laying of the aggregate base layer for any new streets, all landscaping irrigation services (or sleeves to accommodate said services) shall be installed. Street cut permits may be denied and alternate methods may be required for any construction within a street that was accepted by the City within the prior five years.
155. The applicant shall plant and maintain trees, shrubs, and ground cover placed in the parkway and slopes adjacent to public rights-of-way in connection with the project in accordance with applicable City standards.

156. Landscape and irrigation plans for all required facilities shall be submitted for approval. The final design of the parkways, walls, landscaping, and sidewalks shall be included in the plans and shall be subject to approval by the Community Development Director and City Engineer.

157. All landscape improvements within public right of way shall be compliant with the City of Banning MWELO guidelines.

158. An automatic sprinkler system and landscaping shall be installed, prior to certificate of occupancy for the portion of the project for which certificates of occupancy are requested, within the common areas including perimeter slopes and the interior collector streets. Each system shall include a smart landscape irrigation controller (including remote communication), a separate water meter and electric meter, and plantings as approved by the Community Development Director. Landscaping plans and specifications shall be reviewed and approved by the City Engineer.

159. Landscape improvements shall be certified by a licensed landscape architect or licensed landscape contractor as having been installed in accordance with the approved detailed plans and specifications. The applicant shall furnish said certification, including an irrigation management report, for each landscape irrigation system and any other required implementation report determined applicable to the City Engineer for review and approval.

*Potable Water*

160. All public potable water improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer.

161. All private potable water improvement shall be designed and constructed per California Building Code, California Plumbing Code, and California Fire Code, latest editions. All private improvements shall be concurrently reviewed by the Building and Safety Department.

162. All private fire suppression systems shall be reviewed and approved by the City Fire Marshall.

163. Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project.

164. Fire hydrants shall be installed within and on the tract boundaries as per approved plans, at a 300-foot maximum spacing.

165. The fire service with require a RPDA backflow protection device. Private fire hydrants shall be painted red, and approval of location and materials to be coordinated with the Fire Department.

166. A backflow device must be installed on all common-area buildings and at each irrigation water connection. The backflow device must be in compliance with City of Banning standards and specifications.

167. A water improvement plan shall be submitted, separate from grading or site plans, showing proposed water service connection sizes and locations, including separate laterals for irrigation and fire protection. Both the domestic and irrigation water services will require the installation of a RP backflow protection device. Delta revision to existing plan to show new lateral locations is acceptable.

168. All required water lines and fire hydrants shall be installed and made operable before any building permits are issued. This may be done in phases if the construction work is in progress for emergency vehicles.

*Sewer*

169. All public sewer improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer.

170. Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project.

171. Each property shall have its own sewer lateral and shall be PVC SDR 26.

172. A sewer check valve shall be provided for each building with a finish pad elevation lower than the rim elevation of the immediate up-stream sewer manhole.

173. Applicant shall fill out and submit an Industrial User Survey form and an Industrial Waste Permit application.

174. A sewer improvement plan shall be submitted showing the sewer lateral size and location within the public right of way. A delta revision to the existing sewer plan is acceptable.

Solid Waste/Refuse

175. Effective January 1, 2022, all businesses shall subscribe to City's three-container (trash, recycling, organics), Collection Services per Banning Municipal Code, Title 8.28, "Garbage Collection and Disposal" unless a City approved exemption is granted. Information on the program is available on the City of Banning website and made available at the following link: https://library.municode.com/ca/banning/codes/code_of_ordinances.

176. Applicant is required to use the City's exclusive franchise hauler (Waste Management) unless otherwise approved in writing by the Public Works Department.

177. Construction debris shall be disposed of at a certified recycling site. It is the responsibility of the developer to contact the City's franchised solid waste hauler, Waste Management of the Inland Valley, at 1-800-423-9986 for disposal of construction debris.

178. Applicant is encouraged to review the referenced sections in the 2019 California Green Building Standard Code:https://calgreenenergyservices.com/wp/wp-content/uploads/2019_california_green_code.pdf

179. Applicants shall submit a Construction and Demolition Waste Diversion Plan to the City's Solid Waste Program Coordinator (SWPC) prior to commencement of construction or demolition. Contact the SWPC at hstuart@banningca.gov or 951.922.3193 for further details and to obtain a plan template.

180. The developer shall participate in the City's recycling and diversion programs by providing a solid waste enclosure to accommodate necessary solid waste containers.

181. All new development projects including, but not limited to, industrial and business buildings and facilities, as well as multi-family complexes shall provide a solid waste enclosure to accommodate trash, recycle and organics waste bins and/or containers. Solid waste enclosures for multiple tenant properties, such as a

shopping center, must design the enclosure to accommodate all waste containers of the property.

182. Solid waste enclosures shall be located on the site to be serviced.

183. The enclosure shall be designed for the exclusive use of housing solid waste containers including trash, recyclable and organics materials.

184. Enclosures shall be lockable and/or contain locking bins. Locking mechanisms on enclosures and/or bins shall be approved by the City of Banning Solid Waste Franchise Hauler.

185. Design Criteria:
    a. The size and dimensions of the trash enclosure shall be based on the required number and size of containers at a minimum accommodating one (1) container each for trash, recyclables and organics materials.
    b. Enclosure shall be architecturally compatible with the primary building on site to provide a coordinated design.
    c. Exterior materials and colors of the enclosure shall match the building walls.
    d. Chain link fencing with or without/plastic slats is prohibited.
    e. Enclosure shall have solid metal or wood gates with latches that can be secured in an open or closed position.
    f. Enclosures shall be constructed in a permanent manner.
    g. Exterior must be fully enclosed with solid roofing to prevent rainfall from entering the enclosure and to prevent wind dispersal, as well as offsite transport of trash and recycling.
    h. Provide the minimum clearance for collector and user accessibility.
    i. City Engineer approval shall be obtained in writing prior to the construction of any solid waste enclosure.

186. Pursuant to CAL Green Building Standards Code section code 5.408. Construction and demolition wastes must be recycled and or salvaged for a reuse minimum of 65% of nonhazardous construction demolition waste materials. All projects require construction waste reduction, disposal and recycling services that comply with the 2019 California Green Building Standards Code (CALGreen) as described in the Non- Residential (5.408).

187. Applicants shall submit a Construction and Demolition Waste Diversion Reporting Form to the City's Solid Waste Program Coordinator upon completion of the project to obtain diversion approval prior to final sign-off. Contact the SWPC at hstuart@banningca.gov or 951.922.3193 for further details and to obtain a report form template.

*Public Works Fees*

188. All fees must be paid in full at the thresholds identified below. Plan check fees for professional report review and all improvement plan reviews shall be paid at the time of submittal of said documents in accordance with the fee schedule in effect at the time of the submittal.

189. Applications submitted without full payment of fees are deemed incomplete. Plan review will not commence until all fees are paid.

190. Evidence of paid fees to agencies outside the City of Banning is required prior to the issuance of any applicable permit.

191. A fee shall be paid to Riverside County Flood Control and Water Conservation District in the amount specified by them to perform plan checking for drainage purposes for the proposed subdivision.

192. Public Works Grading Permit fees (including fees for NPDES inspections) shall be paid prior to the issuance of any permits in accordance with the fee schedule in effect at the time of scheduling.

193. Public Works Encroachment Permit and Inspection fees shall be paid prior to the issuance of any permits in accordance with the fee schedule in effect at the time of scheduling.

194. Water Meter fees and installation fees shall be paid in full prior to installation of any water meter in accordance with the fee schedule in effect at the time of installation.

195. Water connection fees shall be paid in accordance with the fee schedule in effect at the time of installation.

196. Sewer connection fees shall be paid in accordance with the fee schedule in effect at the time of installation.

197. Traffic Impact fees shall be paid in accordance with the fee schedule in effect at the time of issuance of occupancy permit.

198. A NPDES/Industrial Waste Inspection performed by the Public Works Dept. will occur and be paid for prior to the issuance of the Certificate of Occupancy. The applicant shall provide their SIC code to the Engineering Division to determine if a SWRCB issued Industrial General Permit will be required. For industrial facilities subject to the SWRCB's Industrial General Permit due to its SIC code, prior to the

Grading or Building Permit the applicant shall demonstrate coverage has been obtained by providing its WDID/NOI to the City Engineer.

***END***

# City of Banning

## Community Development Department

Brown Strauss Industrial Project
Design Review No. DR 23-7008

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION and APPENDICES.

Available at the City's website:
https://banningca.gov/ArchiveCenter/ViewFile/Item/2996

**BROWN STRAUSS INDUSTRIAL PROJECT**
**Design Review No. DR 23-7008**

**INITIAL STUDY/MITIGATED NEGATIVE DECLARATION (SCH: 2024041145)**

**Response to Comments**

***Prepared for:***

City of Banning
Community Development Department – Planning Division
99 E. Ramsey Street
Banning, CA 92220
Contact: Emery Papp, Senior Planner

***Applicant:***

Brown Strauss Inc.
2495 Uravan Street
Aurora, CO 80011

***Prepared By:***

SAGECREST
PLANNING + ENVIRONMENTAL

27128 Paseo Espada, Suite #1524
San Juan Capistrano, CA 92675
(949) 996-SAGE (7243)
Contact: Kelly Ribuffo, Senior Project Manager

**May 2024**

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**3. REVISIONS TO THE IS/MND** ..... **7**

## 1. INTRODUCTION

An Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the proposed Brown Strauss Industrial Project (Proposed Project) and made available for public comment during a 30-day public review period, from April 26, 2024, through May 28, 2024. One letter providing comment on the IS/MND was received by the City of Banning by the time that the public review period ended.

In accordance with the Guidelines for Implementation of the California Environmental Quality Act (State CEQA Guidelines), Section 15074(b) (14 CCR 15074(b)), before approving the Proposed Project, the City of Banning, as the lead agency under CEQA, will consider the MND with any comments received during the public review period. Specifically, Section 15074(b) of the State CEQA Guidelines (14 CCR 15074(b)) states the following:

"Prior to approving a project, the decision-making body of the lead agency shall consider the proposed negative declaration or mitigated negative declaration together with any comments received during the public review process. The decision-making body shall adopt the proposed negative declaration or mitigated negative declaration only if it finds on the basis of the whole record before it (including the initial study and any comments received), that there is no substantial evidence that the project will have a significant effect on the environment and that the negative declaration or mitigated negative declaration reflects the lead agency's independent judgment and analysis."

Pursuant to State CEQA Guidelines Section 15073.5 – Recirculation of a Negative Declaration Prior to Adoption…

(a) A lead agency is required to recirculate a negative declaration when the document must be substantially revised after public notice of its availability has previously been given pursuant to Section 15072, but prior to its adoption. Notice of recirculation shall comply with Sections 15072 and 15073.

(b) A "substantial revision" of the negative declaration shall mean:

  (1) A new, avoidable significant effect is identified and mitigation measures or project revisions must be added in order to reduce the effect to insignificance, or

  (2) The lead agency determines that the proposed mitigation measures or project revisions will not reduce potential effects to less than significance and new measures or revisions must be required.

(c) Recirculation is not required under the following circumstances:

  (1) Mitigation measures are replaced with equal or more effective measures pursuant to Section 15074.1.

  (2) New project revisions are added in response to written or verbal comments on the project's effects identified in the proposed negative declaration which are not new avoidable significant effects.

  (3) Measures or conditions of project approval are added after circulation of the negative declaration which are not required by CEQA, which do not create new

significant environmental effects and are not necessary to mitigate an avoidable significant effect.

(4) New information is added to the negative declaration which merely clarifies, amplifies, or makes insignificant modifications to the negative declaration.

Responses to the comments to the IS/MND contained herein do not meet any of the circumstances in Section 15073.5(b); therefore, recirculation of the IS/MND would not be required.

## 2. RESPONSES TO COMMENTS

The agencies, organizations, and individuals that provided substantive written comments on the environmental issues addressed within the IS/MND are listed in Table 1. Although CEQA (California Public Resources Code, Section 21000 et seq.) and the State CEQA Guidelines (14 CCR 15000 et seq.) do not explicitly require a lead agency to provide written responses to comments received on a proposed IS/MND, the lead agency may do so voluntarily. A copy of each letter with bracketed comment numbers on the right margin is followed by the response for each comment as indexed in the letter as needed. Comment letters and specific comments are given letters and numbers for reference purposes.

**Table 1 – Organizations, Persons, and Public Agencies that Commented on the IS/MND**

| Comment Letter | Commenting Organization, Person, or Public Agency | Date |
|---|---|---|
| A | California Highway Patrol (CHP) | May 23, 2024 |

a) **Comment Letter A – California Highway Patrol**

**From:** Rusk, Steven@CHP
**To:** CHP-EIR; state.clearinghouse@opr.ca.gov; Kelly Ribuffo; epapp@banningca.gov; rsecrist@brownstrauss.com
**Cc:** Long, Kevin@CHP; Abrahams, Kristen@CHP; Harris, Dejuan@CHP; Campa, Gilbert@CHP
**Subject:** RE: Environmental Document Review – SCH # 2024041145 – Due to Lead Agency by 5/28/2024
**Date:** Thursday, May 23, 2024 9:54:01 AM

Good morning,

The California Highway Patrol (CHP) San Gorgonio Pass Area recently received a "Notice of Completion" environmental impact document regarding the Brown Strauss Industrial project, State Clearinghouse (SCH) #2024041145. The CHP is the primary agency that provides traffic law enforcement, safety, and traffic management on Interstate 10 through Banning and State Route 243 south of Banning. The San Gorgonio Pass Area is responsible for these functions and will be affected by the implementation of this project if the following is not addressed:

The 8th Street and 22nd Street off-ramps from Interstate 10 have single exit lanes and are relatively short in length. The potential routine addition of tractor-trailer combination vehicles in the exit lanes could cause traffic to overflow back onto the through-traffic lanes of the freeway. This traffic could pose potentially dangerous and unsafe driving conditions for the motoring public. This additional tractor-trailer combination vehicle traffic could also increase response times for emergency requests on State Route 243 in the Banning and Idyllwild area.

If you have any questions regarding this letter and our comments, please contact Lieutenant S. Rusk at (951) 846-5300.

**Steven Rusk, Lieutenant**
**California Highway Patrol – San Gorgonio Pass Area**
195 Highland Springs Ave.
Beaumont, CA 92223
(951) 846-5300

**From:** CHP-EIR <EIR@chp.ca.gov>
**Sent:** Tuesday, May 14, 2024 8:20 AM
**To:** Harris, Dejuan@CHP <DHarris@chp.ca.gov>; Rusk, Steven@CHP <SRusk@chp.ca.gov>; Campa, Gilbert@CHP <GCampa@chp.ca.gov>
**Cc:** Long, Kevin@CHP <Kevin.Long@chp.ca.gov>; Abrahams, Kristen@CHP <Kristen.Abrahams@chp.ca.gov>
**Subject:** Environmental Document Review – SCH # 2024041145 – Due to Lead Agency by 5/28/2024

Good afternoon,

Special Projects Section (SPS) recently received the referenced Notice of Environmental Impact document from the State Clearinghouse (SCH) outlined in the following Web site:

Brown Strauss Industrial Project (ca.gov)

Due to the project's geographical proximity, please use the attached checklist to assess its potential impact to local operations and public safety. **If impact is determined**, responses should be e-mailed directly to the Lead Agency with cc to SCH and myself. **If there is no impact**, please do not include SCH or the Lead Agency in your response.

For more information on the EIR review process, please check out: Power Point Commanders EIR Training.pptx (sharepoint.com).

Please feel free to e-mail me if you have any questions.

Thank you,

**Kristen Abrahams** (Lange), AGPA
Special Projects Section, Transportation Planning Unit
CHP Headquarters
601 N. 7th Street
Sacramento, CA 95811
Office: (916) 843-3370
Direct: (916) 843-3386

**Response to Comment Letter A – California Highway Patrol (CHP)**

The comment is acknowledged.

Traffic analysis and trip generation are discussed in detail in Section 4.17, Transportation of the Draft IS/MND. The Traffic Impact Analysis (TIA) for the Proposed Project is included as Appendix J of said document. Trip generation for the Proposed Project was based on measured trip counts over a three-day period at the existing Brown Strauss Steel facility in the City of Fontana. As shown in Table 2 – Project Trip Generation of the TIA (Page 22), the existing facility was observed to generate an average total of 92 truck trips per day, including nine (9) inbound truck trips during the AM peak hour and four (4) inbound truck trips during the PM peak hour.

To provide a conservative assessment, trip generation of the existing Fontana facility was applied to the Proposed Project even though the Project Site (14.92 gross acres) is substantially smaller in size than the existing site in Fontana (23 acres). Of the total truck trip generation, truck access to the Project Site is forecast to be divided between the I-10 off-ramps at 22nd Street and 8th Street (see Figure 15 of the TIA), such that no individual off-ramp would experience more than 60% of the project-generated truck trips, or approximately six (6) trucks using the I-10 EB Off-Ramp at 22nd Street during the AM peak hour. Spread over one hour, this would equate to approximately one project-related truck trip every ten minutes and would have a nominal impact on off-ramp queuing.

Furthermore, the Proposed Project involves a General Plan Amendment. As shown in Table 7 of the Project TIA (Page 46), the proposed General Plan Amendment is forecast to generate substantially fewer trips than buildout of the site per the current General Plan land use designation of Commercial. Therefore, the Proposed Project would reduce potential impacts to I-10 interchanges at 22nd Street and 8th Street in the long run based on the existing General Plan traffic analysis.

This comment does not question the content or conclusions of the IS/MND. No additional response is required.

## 3. REVISIONS TO THE IS/MND

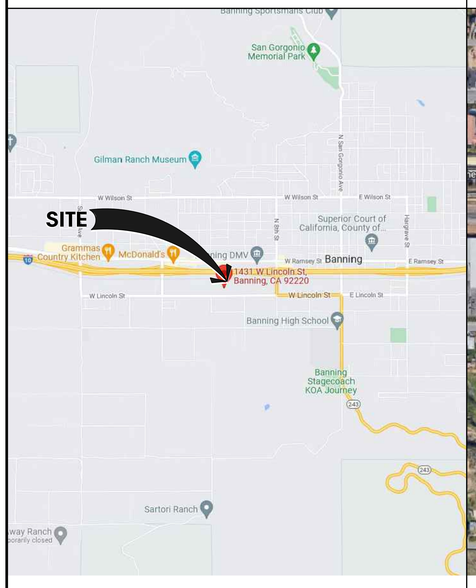
No revisions to the Draft IS/MND are required to address the comments received during the public review period.

# PROPOSED BROWN STRAUSS STEEL FACILITY




## 1431 WEST LINCOLN STREET, BANNING, CA 92220

## VICINITY MAP




## AERIAL VIEW




## PROJECT DATA

OWNER:
**BROWN STRAUSS, INC.**
2495 URAVAN STREET
AURORA, CO 80011
P (303) 576-6213
CONTACT: RYAN SECRIST

ARCHITECT & STRUCTURAL ENGINEER:
**VERTREES A&E**
532 EAST LAMBERT ROAD
BREA, CA 92821
P (714) 255-9645
CONTACT: JOE VERTREES, P.E., AIA

PLANNING & ENVIRONMENTAL
**SAGECREST**
27128 PASEO ESPADA
SAN JUAN CAPISTRANO, CA 92675
P (352) 262-6323
CONTACT: KELLY RIBUFFO

CIVIL:
**JOSEPH E. BONADIMAN & ASSOC. INC.**
234 N ARROWHEAD AVE.
SAN BERNARDINO, CA 92804-1721
P (909) 885-3806
CONTACT: J.T. STANTON, P.E.

LANDSPACE:
**ROYAL OAK DESIGN**
10252 GOLDEN YARROW LANE
ALTA LOMA, CA 91701
P (909) 244-9667
CONTACT: SYLVIA E. LYONS

CONTRACTOR:
**BREMCO CONSTRUCTION, INC.**
3470 E SPRING ST.
LONG BEACH, CA 90806
P (562) 595-4687
CONTACT: GREG DARLING

### CURRENT CODES IN EFFECT:

THE FOLLOWING CODES ARE IN EFFECT FOR THIS PROJECT:

2022 CALIFORNIA ADMINISTRATIVE CODE, (CAC) TITLE 24 - PART 1.
2022 CALIFORNIA BUILDING CODE, (CBC) TITLE 24 - PART 2. BASED ON 2021 INTERNATIONAL BUILDING CODE, (IBC).
2022 CALIFORNIA ELECTRICAL CODE, (CEC) TITLE 24 - PART 3. BASED ON 2020 NFPA 70, NATIONAL ELECTRICAL CODE, (NEC).
2022 CALIFORNIA MECHANICAL CODE, (CMC) TITLE 24 - PART 4. BASED ON 2021 UNIFORM MECHANICAL CODE, (UMC).
2022 CALIFORNIA PLUMBING CODE, (CPC) TITLE 24 - PART 5 BASED ON 2021 UNIFORM PLUMBING CODE, (UPC).
2022 CALIFORNIA ENERGY CODE, (CEC) TITLE 24 - PART 6. BASED 2021 INTERNATIONAL ENERGY CONSERVATION CODE, (IECC).
2022 CALIFORNIA HISTORICAL BUILDING CODE, (CHBC) TITLE 24 - PART 8. BASED ON 2021 INTERNATIONAL EXISTING BUILDING CODE, (IEBC).
2022 CALIFORNIA FIRE CODE, (CFC) TITLE 24 - PART 9. BASED ON 2021 INTERNATIONAL FIRE CODE, (IFC).
2022 CALIFORNIA EXISTING BUILDING CODE, (CEBC) TITLE 24 - PART 10. BASED ON 2021 INTERNATIONAL EXISTING BUILDING CODE, (IEBC).
2022 CALIFORNIA GREEN BUILDING STANDARDS CODE, (CGBSC or CALGreen) TITLE 24 - PART 11.
2022 CALIFORNIA REFERENCED STANDARDS, (CRSC) TITLE 24 - PART 12.
NOTE: STATE OF CALIFORNIA CODES ARE BASED ON 2021 INTERNATIONAL BUILDING CODE (IBC) WITH CITY AMENDMENTS.

### PROJECT DESCRIPTION

NEW 1-STORY OFFICE , STEEL TUBE STORAGE WAREHOUSE SF, TWO STEEL CUTTING SHEDS. AND ASSOCIATED SITE IMPROVEMENTS

### CODE DATA

| | |
|---|---|
| OCCUPANCY: | S1, F1, B |
| CONSTRUCTION TYPE: | IIB |
| BUILDING HEIGHT: | 36'-6" MAX |
| SPRINKLERED: | FULLY SPRINKLERED |
| ALLOWABLE AREA: | UNLIMITED (60' SIDE YARDS) |

PROPOSED BLDG AREA:

| | |
|---|---|
| WAREHOUSE: | 42,510 SF |
| MANUFACTURING: | 1,000 SF |
| OFFICE: | 3,434 SF |
| TOTAL: | 46,944 SF |

| | |
|---|---|
| LOT AREA: | |
| GROSS AREA: | 687,683 SF / 15.79 ACRES |
| NET AREA: | 621,431 SF / 14.27 ACRES |
| DISTURBANCE AREA: | 687,683 SF / 15.79 ACRES |
| FLOOR AREA RATIO: | 0.0683 (6.83 %) |
| CONCRETE/ASPHALT | 417,491 SF / 9.59 ACRES |
| GRAVEL | 92,982 SF / 2.13 ACRES |
| LANDSCAPING | 64,504 SF / 1.48 ACRES |
| PARKING LOT | 13,562 SF / 0.31 ACRES |

### LEGAL DESCRIPTION

RIVERSIDE COUNTY, APN: 540-180-020, 540-180-026, AND 540-180-022

PARCEL 1:
THE WESTERLY 198.00 FEET OF BLOCK 273 OF LANDS OF THE BANNING LAND COMPANY, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. AS PER MAP RECORDED IN BOOK 9, PAGE 44 OF MAPS, SAN BERNARDINO COUNTY RECORDS.
EXCEPT THAT PORTION IN THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, ACQUIRED BY UNITED STATES CONGRESSIONAL GRANT.
PARCEL 2:
BLOCK 274 OF LANDS OF THE BANNING LAND COMPANY, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 44 OF MAPS, SAN BERNARDINO COUNTY RECORDS.
EXCEPT THAT PORTION IN THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, ACQUIRED BY UNITED STATES CONGRESSIONAL GRANT.
PARCEL 3:
THE EAST ONE-HALF LOT 0F 285 IN BANNING, AS SHOWN BY A CERTAIN MAP ENTITLED "AMENDED MAP OF BANNING LAND CO., AS PER MAP RECORDED IN BOOK 9, PAGE 44 OF MAPS, RECORDS OF SAN BERNARDINO, CALIFORNIA.
EXCEPTING THEREFROM THAT PORTION IN THE RIGHT OF WAY ACQUIRED BY THE UNITED STATES CONGRESSIONAL GRANT.

GENERAL PLAN LAND USE & ZONING

| | |
|---|---|
| EXISTING : | I - INDUSTRIAL, & GC - GENERAL COMMERCIAL |
| PROPOSED: | I - INDUSTRIAL |
| BANNING AIRPORT COMPATIBILITY ZONE: | NOT IN AN AIRPORT COMPATIBILITY ZONE. |
| FIRE HAZARD ZONE: | NOT IN A FIRE HAZARD ZONE |
| FIRE RESPONSABILITY AREA: | NOT IN A FIRE RESPONSIBILITY AREA |

## SHEET INDEX


ARCHITECTURAL
A0.1 COVER SHEET
A1.1 ARCHITECTURAL SITE PLAN
A2.1 PARTIAL FLOOR PLAN - EAST
A2.2 PARTIAL FLOOR PLAN - WEST
A3.1 ENLARGED FLOOR PLAN - OFFICE
A5.1 ROOF PLAN
A6.1 BUILDING ELEVATIONS
A6.2 SITE WALL ELEVATIONS
A6.3 RENDERINGS

CIVIL PLANS
C0.01 PRELIM. SITE GRADING PLAN

LANDSCAPE
L-1 CONCEPTUAL LANDSCAPE PLAN



VERTREES A&E
Architectural & Engineering Services
532 East Lambert Road
Brea, CA 92821
tel. 714.255.9645
www.vertreesae.com


| | | |
|---|---|---|
| B | 08-14-23 | PLANNING RESUBMITTAL |
| A | 04-19-23 | PLANNING SUBMITTAL |

Contractor:
**BREMCO CONSTRUCTION, INC.**
3470 E SPRING ST.
LONG BEACH, CA 90806

Proposed:
**BROWN STRAUSS BANNING FACILITY**

For:
BROWN STRAUSS STEEL
AN EMPLOYEE-OWNED COMPANY
2495 URAVAN STREET
AURORA, CO 80011

Project Address:
1431 W LINCOLN ST
BANNING, CA 92220
APN: 540-180-020, 540-180-026, 540-180-022
BANNING PAC22-14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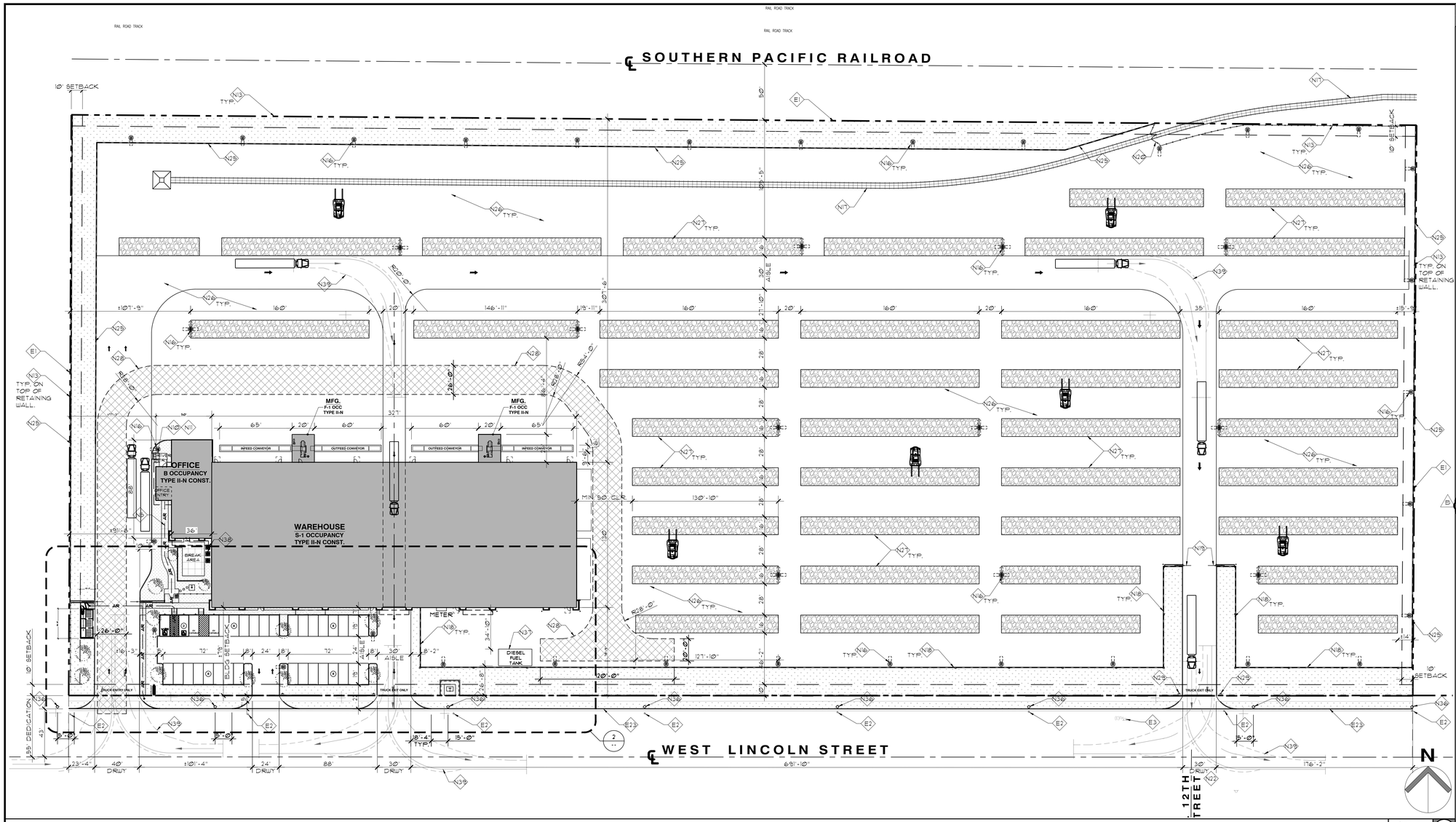
**COVER SHEET**

Plot Date
09/07/2023
VAE Project No.
1246

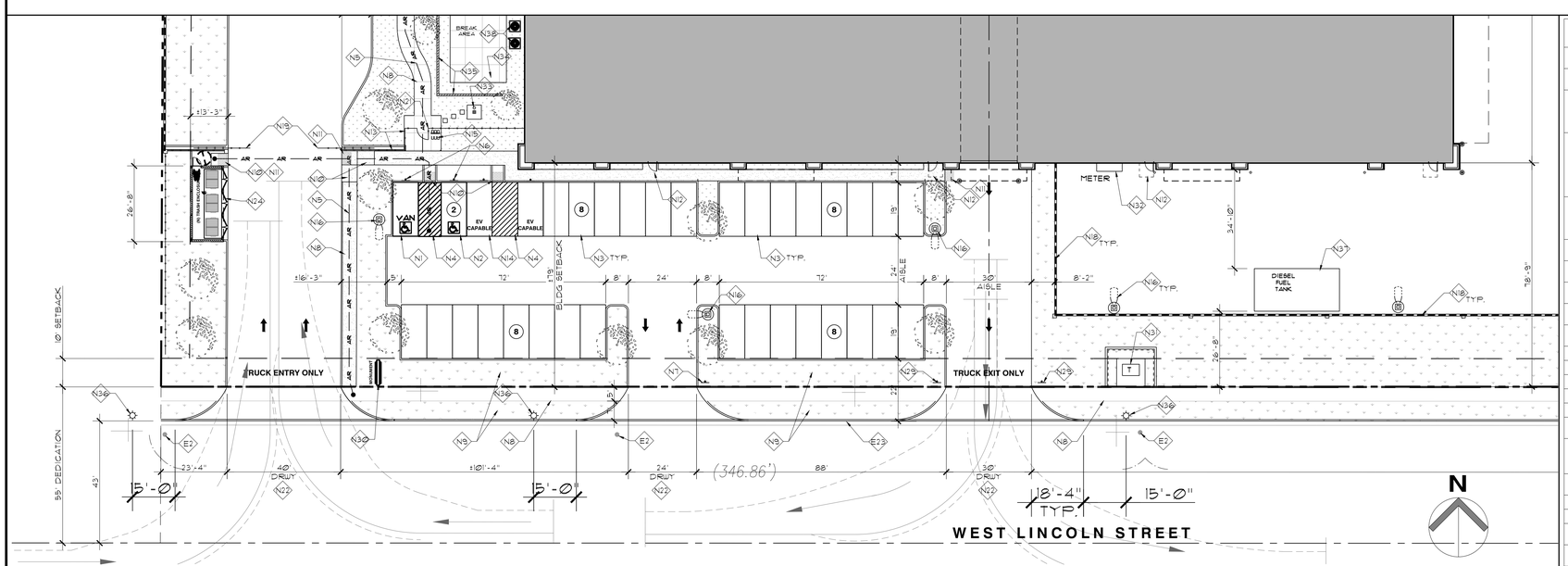
**A0.1**

1121

9/7/2023 9:47 AM
PLOT STATION: JOE VERTREES




SITE PLAN — SCALE: 1" = 40'-0" (1)




ENLARGED SITE PLAN - PARKING LOT — SCALE: 1" = 20'-0" (2)

## PARKING ANALYSIS

### REQUIRED PARKING SPACES

| USE TYPE | PARKING REQUIREMENTS [1] | SQUARE FOOTAGE | SPACES |
|---|---|---|---|
| GENERAL OFFICES | 1/200 SF (UP TO 12,000 SF) | 2,000 SF | 10 |
| | 1/250 SF (12,000-17,500 SF) | 1,434 SF | 6 |
| INDUSTRIAL WAREHOUSE | MINIMUM REQUIRED SPACES PLUS CALCULATION BELOW | | 2 |
| | 1/1,000 SF (UP TO 20,000 SF) | 20,000 SF | 20 |
| | 1/2,000 SF (OVER 20,000 SF) | 22,510 SF | 11 |
| MANUFACTURING | MINIMUM REQUIRED SPACES PLUS CALCULATION BELOW | | 2 |
| | 1/600 SF | 1,000 SF | 2 |
| **TOTAL REQUIRED VEHICLE PARKING SPACES** | | | 53 |

[1] PER CITY OF BANNING CHAPTER 17.28 PARKING AND LOADING STANDARDS

REQUIRED PARKING TO BE REDUCED TO A TOTAL OF 34 SPACES BASED ON OCCUPANTS EMPLOYEE COUNT.

### PROVIDED PARKING

| | |
|---|---|
| STANDARD PARKING (9'x19') | 30 |
| EV CAPABLE SPACES[2] | 2 |
| EV CAPABLE SPACES WITH EVSE[2] | 0 |
| STANDARD ACCESSIBLE PARKING (9'x18' MIN.) | 1 |
| VAN ACCESSIBLE PARKING (9'x18' MIN.) | 1 |
| **TOTAL PROVIDED PARKING SPACES** | 34 |

[2] PER 2022 CAL GREEN BUILDING CODE, TABLE 5.106.5.3.1

### LOADING SPACES

| | |
|---|---|
| FREIGHT LOADING SPACES[3] (15'x20' & MIN. 15' HT.) | 3 |
| PASSENGER LOADING SPACES[3] (11'x20') | 1 |
| **TOTAL PROVIDED LOADING SPACES** | 4 |

[3] PER CITY OF BANNING SEC 17.28.070 OFF STREET LOADING STANDARDS

## KEYNOTES

- E1. EXISTING PROPERTY LINE
- E2. EXISTING POWER POLES - TO BE RELOCATED
- E3. EXISTING FIRE HYDRANT - TO BE RELOCATED
- N1. VAN ACCESSIBLE PARKING STALL (9'X18') STALL SHALL NOT BE STEEPER THAN 1:48 IN ANY DIRECTION (CA T24 11B-502)
- N2. STANDARD (9'X18') ACCESSIBLE PARKING STALL. STALL SHALL NOT BE STEEPER THAN 1:48 IN ANY DIRECTION (CA T24 11B-502
- N3. STANDARD PARKING STALL, 9' WIDE X 19' DEEP.
- N4. ACCESSIBLE AISLE (8' WIDE) AISLE SHALL NOT BE STEEPER THAN 1:48 IN ANY DIRECTION. (CA T24 11B-502.3 & 502.4)
- N5. ACCESSIBLE PATH OF TRAVEL. RUNNING SLOPE OF WALKING SURFACE SHALL NOT BE STEEPER THAN 1:20. THE CROSS SLOPE OF WALKING SURFACE SHALL NOT BE STEEPER THAN 1:48. (CA T24 11B-403.3)
- N6. ACCESSIBLE PARKING SPACE IDENTIFICATION SIGN. (CA T24 11B-502.6)
- N7. 17" MINIMUM WIDE, 22" MINIMUM HIGH "UNAUTHORIZED PARKING SIGN" (CA T24 11B-502.8.3)
- N8. CONCRETE SIDEWALK.
- N9. LANDSCAPED AREA PER PRELIMINARY LANDSCAPE PLANS.
- N10. ACCESSIBLE CURB CUT RAMP, 4' WIDE X MAX 6' WITH MAX. 1:12 SLOPE.
- N11. DETECTABLE WARNING CONSISTING OF A SURFACE OF TRUNCATED DOMES. (CA T24 11B-705.1.1). DETECTABLE WARNING SHALL BE YELLOW CONFORMING TO FS 33538 OF FEDERAL STANDARDS 595C (CA T24 11B-705.1.1.5)
- N12. LEVEL LANDINGS (MAX. 2% SLOPE) SHALL BE PROVIDED ON EACH SIDE OF DOORS AND SUCH LANDING SHALL BE AT THE SAME ELEVATION ON EACH SIDE OF THE DOOR. LANDINGS SHALL HAVE A WIDTH NOT LESS THAN THE WIDTH OF THE DOOR (Ø08.1.5) AND A LENGTH MEASURED IN THE DIRECTION OF TRAVEL OF NOT LESS THAN 44".
- N13. 8' TALL TUBULAR STEEL FENCING.
- N14. ELECTRICAL VEHICLE CAPABLE SPACE - PAINT "EV/CLEAN AIR" WITH WHITE PAINT - 12" MIN. HT. TEXT, AND PER 2022 CGBC SECTION 5.106.5.3 (ADD)
- N15. SHORT TERM BICYCLE RACK PER CGBC SECTION 5.106.4.1.1. SITESCAPES, ECHO COLLECTION, 5X BIKE TUBULAR WAVE STYLE BIKE RACK (MODEL #SC2-05-EM, STAINLESS STEEL FINISH)
- N16. LIGHTPOLE PER ELECTRICAL PLANS AND CIVIL PLANS AND WITH CONCRETE BASE/FOUNDATION PER STRUCTURAL.
- N17. NEW RAILROAD SPUR.
- N18. 8' TALL SPLITFACE CMU SITE SCREEN WALL PER ELEVATION ON A6.2 WITH 16" SQUARE CMU PILASTERS AT 48'-0" OC.
- N19. 8' TALL, BI-PARTING SLIDING STEEL GATE WITH KNOX-BOX.
- N20. 8' TALL SWING GATES AT RAILROAD SPUR.
- N21. 3' WIDE PEDESTRIAN GATE WITH INTERCOM, KEYPAD, AND KNOX-KEY BOX.
- N22. NEW DRIVEWAY APPROACH PER CIVIL AND CITY STANDARDS.
- N23. NEW CONCRETE CURB AND GUTTER PER CIVIL STREET IMPROVEMENT PLANS
- N24. NEW 3-BIN TRASH ENCLOSURE PER CITY OF BANNING STANDARDS. CMU WALLS, STEEL SWING GATES AND SOLID ROOF.
- N25. NEW CMU OR CONCRETE RETAINING WALLS. HEIGHT VARIES PER CIVIL PLANS.
- N26. NEW PAVED YARD PER CIVIL PLANS.
- N27. NEW MATERIAL STACKING AREA WITH GRAVEL BASE PER CIVIL.
- N28. PAVED FIRE ACCESS, 26' WIDE WITH MIN. 28' TURNING RADIUS, AND 120' HAMMERHEAD TURNAROUND PER 2023 CFC APPENDIX D.
- N29. POLE MOUNTED "ONE-WAY, DO NOT ENTER" SIGN.
- N30. MONUMENT SIGN - UNDER SEPARATE PERMIT.
- N31. ELECTRICAL TRANSFORMER
- N32. ELECTRICAL METER AND MSB.
- N33. 30' TALL METAL FLAG POLE WITH UPLIGHT
- N34. PATIO CONCRETE PAVEMENT
- N35. 6' TALL CMU SCREEN WALL
- N36. NEW/RELOCATED METAL POWER POLES.
- N37. DIESEL FUEL STORAGE TANK AND FUEL DISPENSER. DOUBLE CONTAINED.
- N38. HVAC CONDENSERS AT GROUND LEVEL
- N39. STANDARD SEMI-TRUCK AND TRAILER 90 DEGREE TURNING TEMPLATE. (B)

## LEGEND

— AR — AR — ACCESSIBLE ROUTE - MAX. 5% SLOPE

## NOTES

A. CONSTRUCTION IN THE PUBLIC RIGHT OF WAY AND PROJECTION BEYOND THE PROPERTY LINES OR INTO THE ALLEYS SHALL COMPLY WITH COUNTY OF RIVERSIDE BUILDING CODE CHAPTER 32.

B. PEDESTRIANS SHALL BE PROTECTED DURING CONSTRUCTION, REMODELING AND DEMOLITION ACTIVITIES.

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LONG BEACH, CA 90806

Proposed:

**BROWN STRAUSS BANNING FACILITY**

For:

BROWN STRAUSS STEEL
AN EMPLOYEE-OWNED COMPANY
2495 URAVAN STREET
AURORA, CO 80011

Project Address:
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**SITE PLAN**

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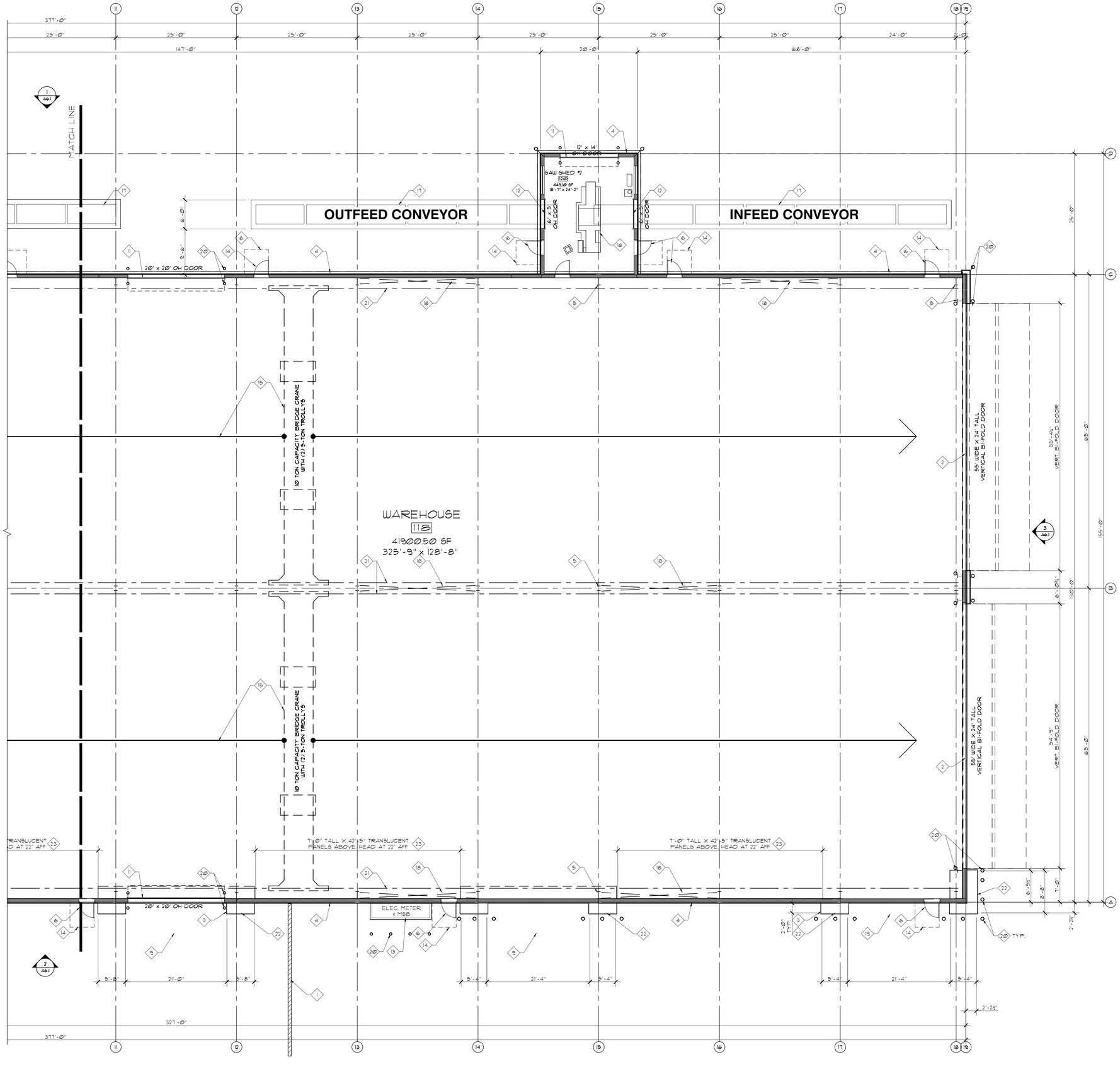
**A1.1**




## KEYNOTES

1. SITE SCREEN WALL PER SITE PLAN.
2. VERTICAL BI-FOLD DOOR PER ELEVATIONS.
3. EDGE OF SLAB LINE
4. EXTERIOR METAL BUILDING WALL WITH CLADDING PER ELEVATIONS.
5. PRE-ENGINEERED METAL BUILDING COLUMN.
6. 3'X7' DOOR
7. ALUMINUM FRAME STOREFRONT WINDOW.
8. 3'X8' ALUM. NARROW STYLE GLASS DOOR
9. LINE OF METAL CANOPY ABOVE.
10. LINE OF ROOF OVERHANG ABOVE.
11. SECTIONAL OVERHEAD DOOR
12. COIL-UP DOOR
13. ELECTRICAL SERVICE WITH METER AND MSB
14. 5'X5' LEVEL LANDING
15. OVERHEAD GANTRY/BRIDGE CRANE AS INDICATED.
16. STEEL CUTTING EQUIPMENT.
17. CONVEYORS AT ±30" AFF
18. BUILDING STEEL ROD CROSS-BRACING
19. LINE OF SOFFIT ABOVE
20. STEEL PIPE BOLLARD, 4' TALL, MAX 4'-0" O.C., PAINT CAUTION YELLOW.
21. BRIDGE CRANE RUNWAY BEAM, ABOVE
22. STEEL STUD FRAMED WALLS WITH HORIZONTAL IMP CLADDING PER ELEVATIONS.
23. EXTECH SERIES 'S440 LIGHTWALL SYSTEM WITH CLEAR ALUMINUM FRAME AND 1 ½" THK X 19" WIDE, TYPE 'S47 CLEAR TRANSLUCENT POLYCARBONATE LIGHT PANELS.
24. HVAC CONDENSERS AT GROUND LEVEL

## LEGEND

METAL STUD/WOOD WALL

MASONRY WALL

**PARTIAL FLOOR PLAN - EAST** SCALE: 1/8" = 1'-0" (1)

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# PARTIAL FLOOR PLAN

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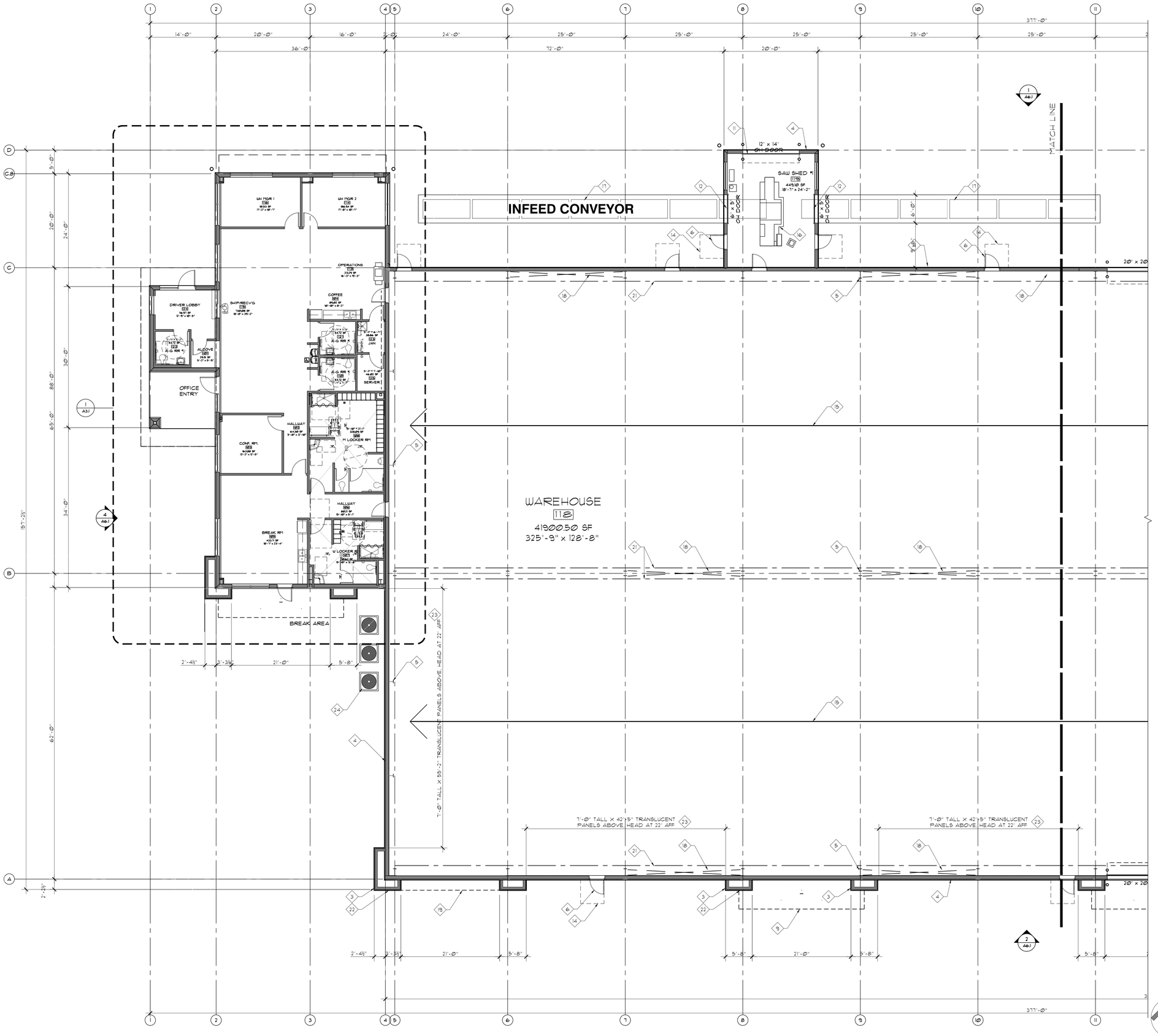


## KEYNOTES

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17. CONVEYORS AT ±30" AFF
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19. LINE OF SOFFIT ABOVE
20. STEEL PIPE BOLLARD, 4' TALL, MAX 4'-0" O.C., PAINT CAUTION YELLOW.
21. BRIDGE CRANE RUNWAY BEAM, ABOVE
22. STEEL STUD FRAMED WALLS WITH HORIZONTAL IMP CLADDING PER ELEVATIONS.
23. EXTECH SERIES #3440 LIGHTWALL SYSTEM WITH CLEAR ALUMINUM FRAME AND 1 1/2" THK X ±19" WIDE, TYPE #547 CLEAR TRANSLUCENT POLYCARBONATE LIGHT PANELS.
24. HVAC CONDENSERS AT GROUND LEVEL

## LEGEND

METAL STUD/WOOD WALL

MASONRY WALL

PARTIAL FLOOR PLAN - WEST

SCALE: 1/8" = 1'-0"

1


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# PARTIAL FLOOR PLAN

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# A2.2


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PLOT STATION: JOE VERTREES
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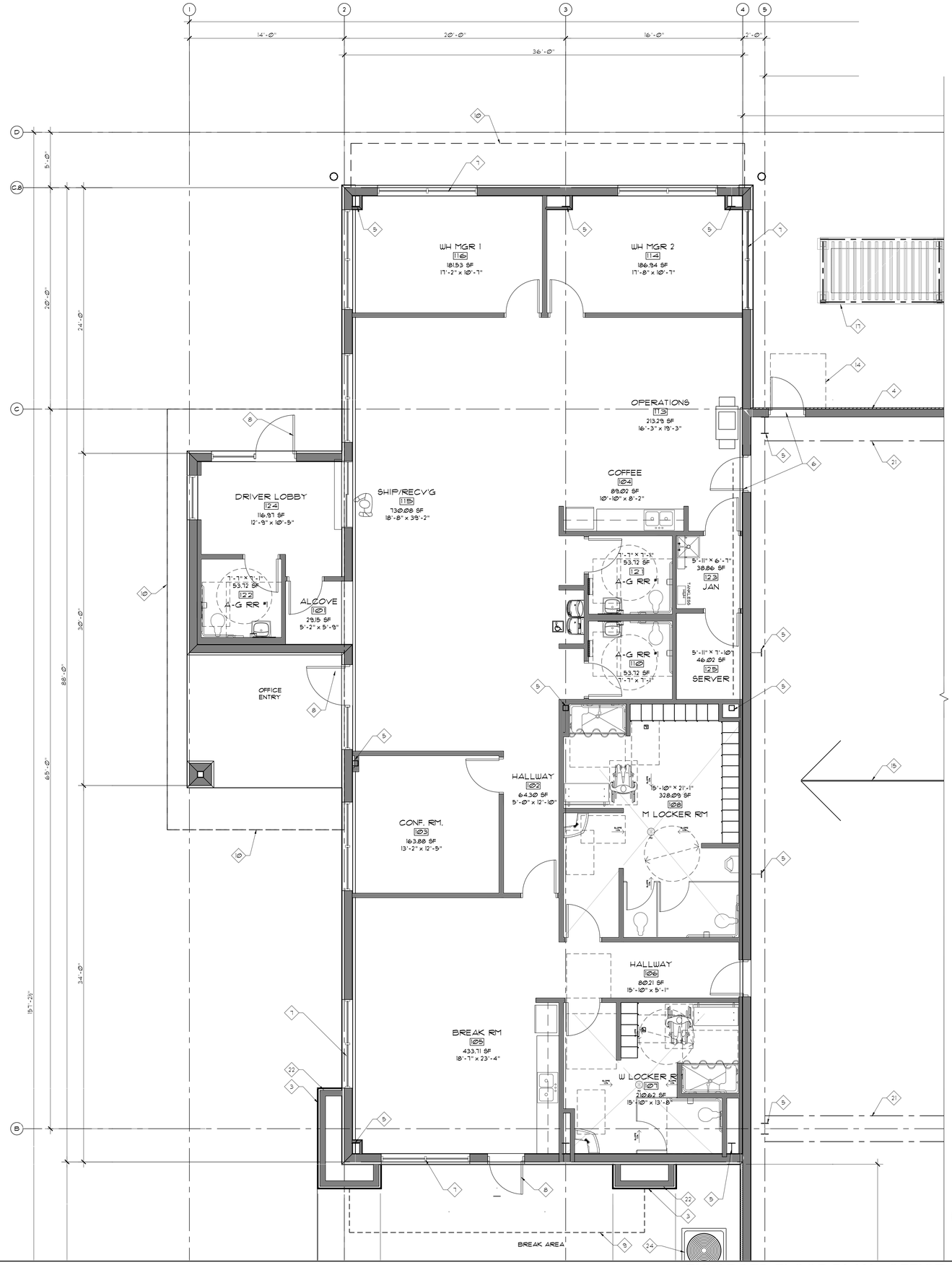


## KEYNOTES

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2. VERTICAL BI-FOLD DOOR PER ELEVATIONS.
3. EDGE OF SLAB LINE
4. EXTERIOR METAL BUILDING WALL WITH CLADDING PER ELEVATIONS.
5. PRE-ENGINEERED METAL BUILDING COLUMN.
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17. CONVEYORS AT ±30" AFF
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23. EXTECH SERIES "3440 LIGHTWALL SYSTEM WITH CLEAR ALUMINUM FRAME AND 1 ½" THK X 19" WIDE, TYPE "547 CLEAR TRANSLUCENT POLYCARBONATE LIGHT PANELS.
24. HVAC CONDENSERS AT GROUND LEVEL

## LEGEND

METAL STUD/WOOD WALL

MASONRY WALL

ENLARGED FLOOR PLAN - OFFICE

SCALE: 1/4" = 1'-Ø" (1)


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# ENLARGED FLOOR PLAN

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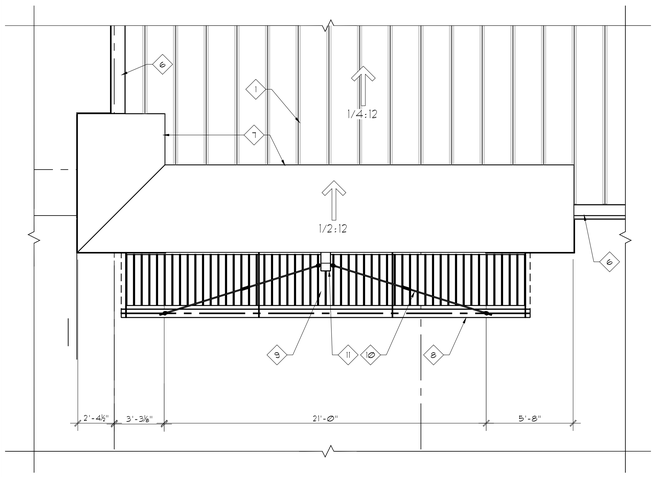
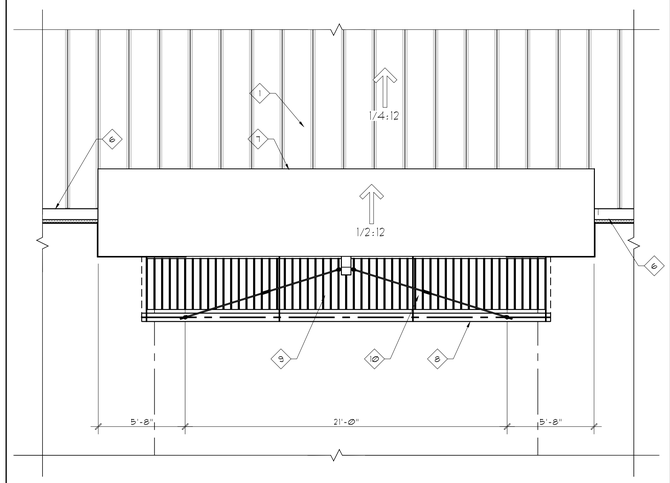


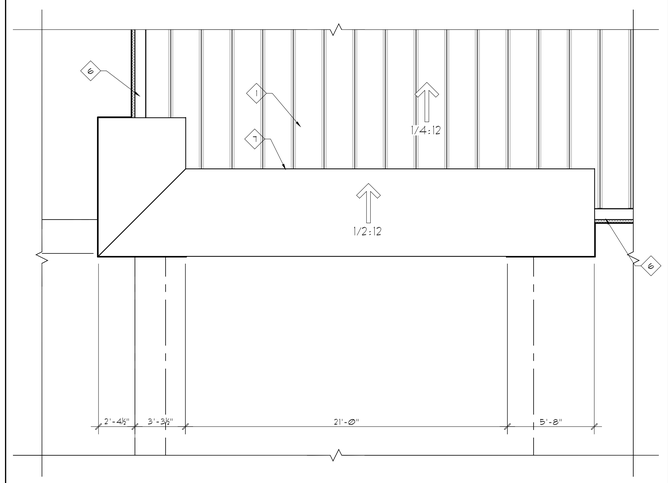

## ENLARGED PLAN AT OFFICE ROOF AND CANOPY

SCALE: 1/4" = 1'-0" (4)



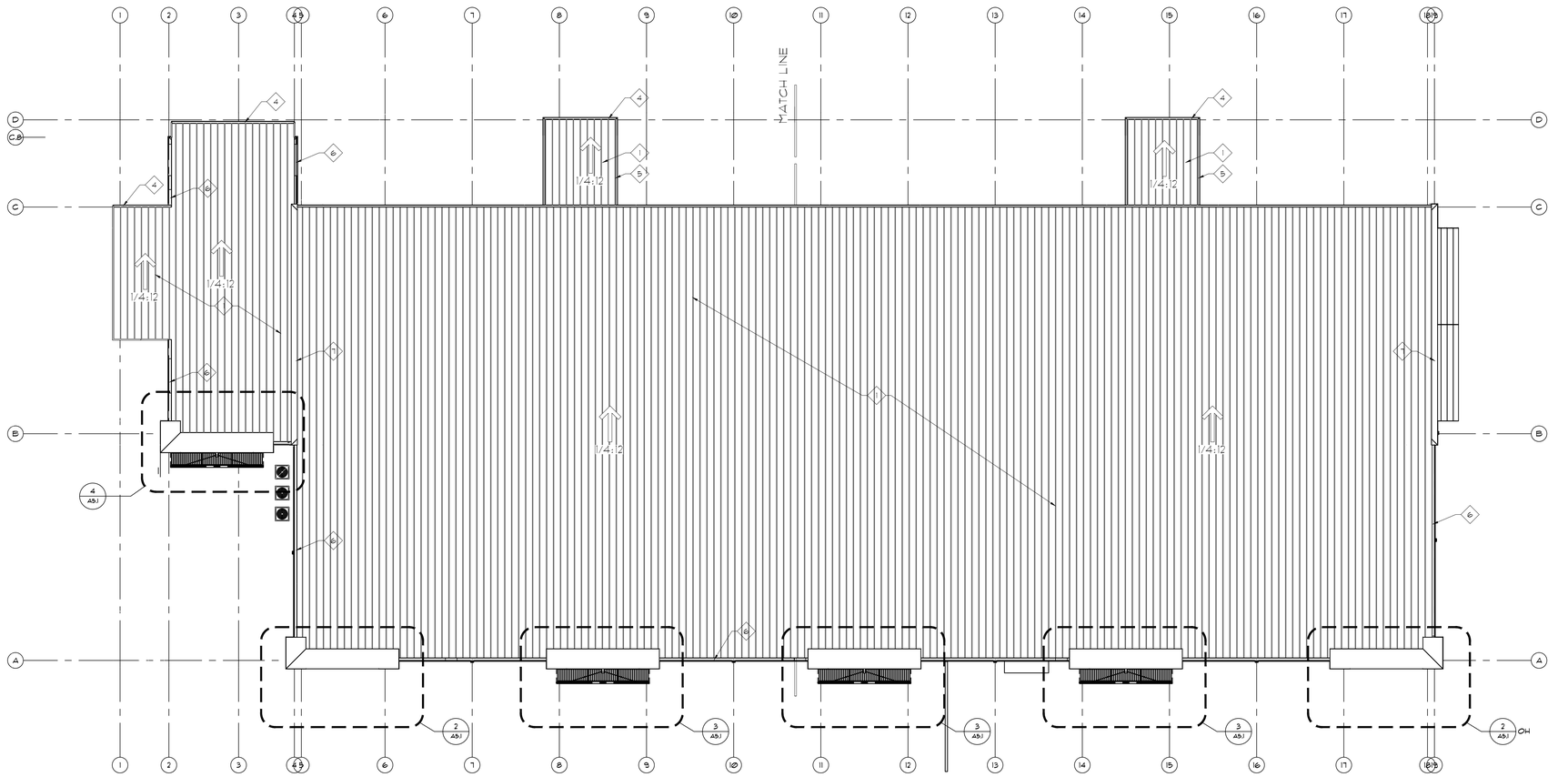

## ENLARGED PLAN AT ROOF AND CANOPY

SCALE: 1/4" = 1'-0" (3)




## ENLARGED PLAN AT ROOF CORNER

SCALE: 1/4" = 1'-0" (2)




## ROOF PLAN

SCALE: 1/16" = 1'-0" (1)

## KEYNOTES

1. STANDING SEAM METAL ROOF SYSTEM: NUCOR CFR STANDING SEAMS AT 24" O.C., 24 GA GALVALUME + 50 KSI STEEL WITH STANDARD PVDF PAINTED SURFACE. COLOR: REFLECTIVE WHITE (IR Ø.63 SRI 76)
2. ROOFDRAIN DOWNSPOUT LEADER
3. HIGH-SIDE ROOF FLASHING
4. CONTINUOUS 24 GA GALV. MTL. FASCIA GUTTER.
5. 24 GA GABLE FLASHING PER ELEVATIONS.
6. PARAPET WALL WITH PRE-FINISHED 24 GA. GALV. METAL CAP FLASHING PER ELEVATIONS
7. STEPED-UP ROOF WITH PRE-FINISHED 24 GA METAL CAP SLOPED TO LOWER ROOF.
8. STEEL FRAMED EYE-BROW CANOPY PER STRUCTURAL. PAINTED PER ELEVATIONS.
9. GALVANIZED METAL B-DECKING WITH PAINTED FINISH TO MATCH FRAMING.
10. DIAGONAL STEEL ROD BRACE WITH ROD-ENDS PER ELEVATIONS.
11. HSS BRACE SUPPORT PER ELEVATIONS.

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# ROOF PLAN

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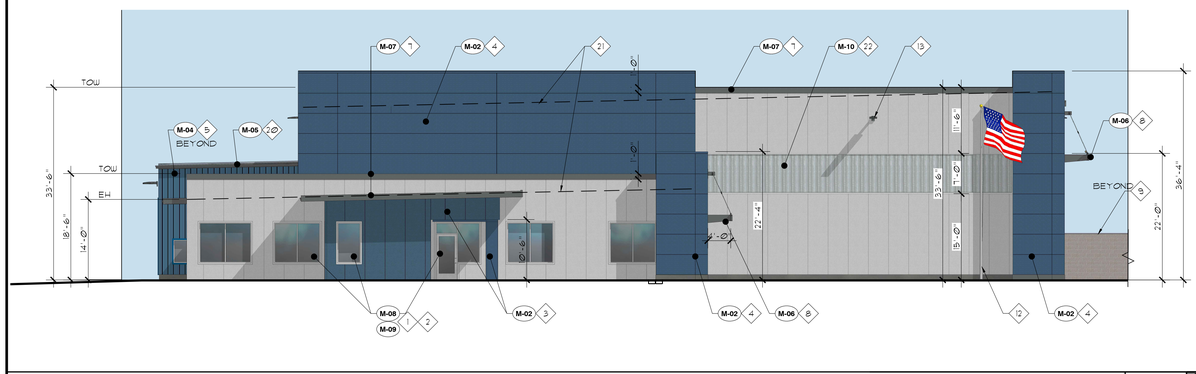
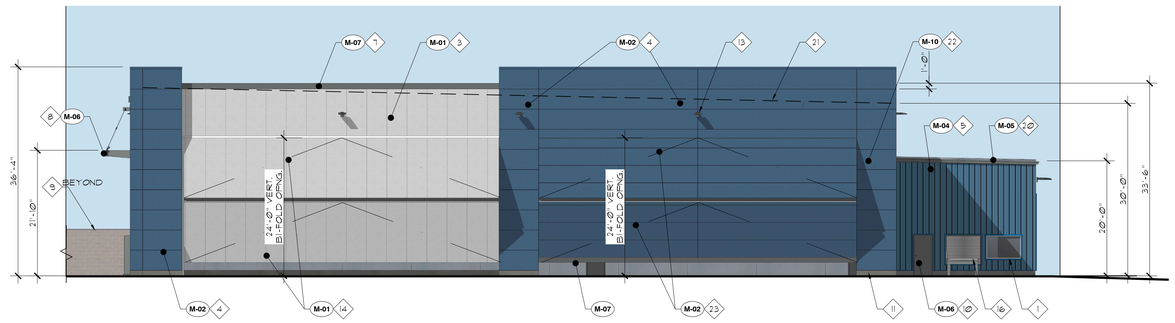



## WEST ELEVATION

SCALE: 1/8" = 1'-0" | 4




## EAST ELEVATION

SCALE: 3/32" = 1'-0" | 3

## MATERIAL LEGEND

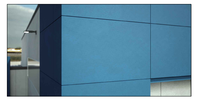
**M-01** KINGSPAN INSULATED METAL PANELS WITH GRANITSTONE COATING AT EXTERIOR FACE.

COLOR: IMPERIAL WHITE



**M-02** KINGSPAN INSULATED METAL PANELS WITH GRANITSTONE COATING AT EXTERIOR FACE.

COLOR: MEDIUM BLUE, CUSTOM COLOR.



**M-03** NUCOR BUILDING SYSTEMS, R-PANEL 26 GA METAL PANELS, WITH NUCOR PVDF COOL COATING.

COLOR: REGAL WHITE



**M-04** NUCOR BUILDING SYSTEMS, R-PANEL 26 GA METAL PANELS, WITH NUCOR PVDF COOL COATING.

COLOR: ROYAL BLUE



**M-05** NUCOR BUILDING SYSTEMS, 26 GA METAL TRIM, WITH NUCOR PVDF COOL COATING.

COLOR: CHARCOAL



**M-06** MEDIUM GRAY PAINT - METAL PAINT WITH SEMIGLOSS SHEEN OVER METAL PRIMER.

COLOR: DUNN EDWARDS PAINT, DE6363, "POINTED ROCK".



**M-07** MEDIUM GRAY METAL TRIM AND CAP FLASHING WITH GRANITSTONE TEXTURE COATING.

COLOR: CUSTOM COLOR TO MATCH DUNN EDWARDS PAINT, DE6363, "POINTED ROCK"



**M-08** CLEAR BRUSHED ALUMINUM FINISH.



**M-09** TINTED GRAY GLASS, VITRO ARCHITECTURAL GLASS, SOLARGRAY.



**M-10** EXTECH, TYPE 347 CLEAR POLYCARBONATE LIGHT PANELS

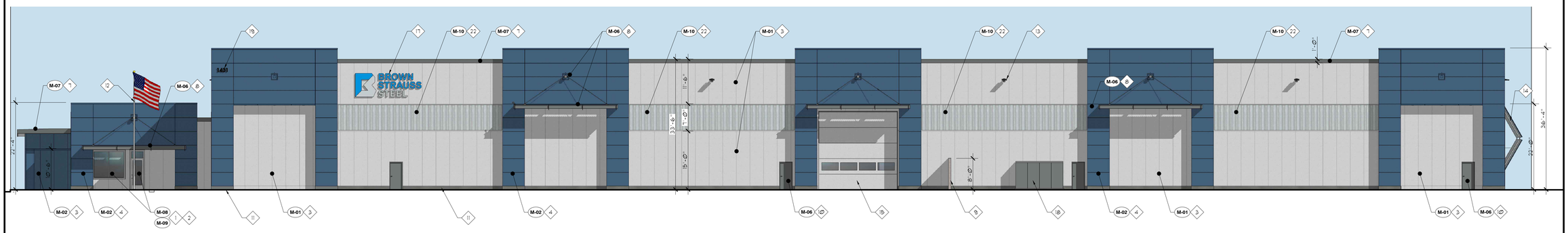


**M-11** TRANSLUCENT WALL PANELS WITH PROFILE TO MATCH NUCOR R-PANELS



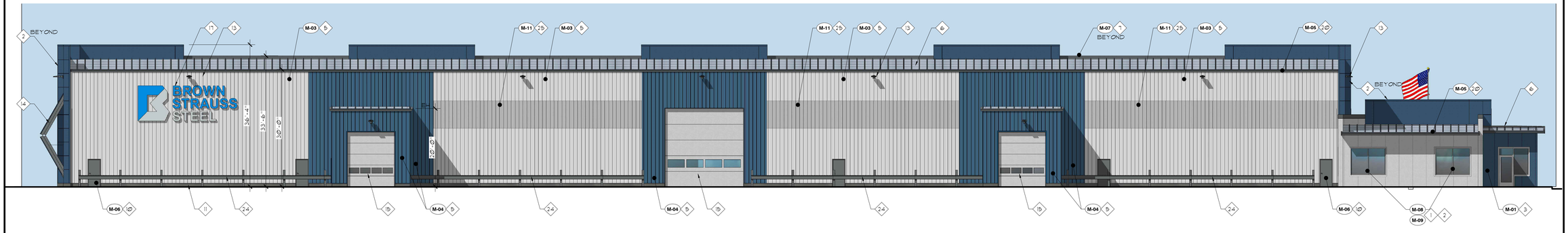
## KEYNOTES

1. ALUMINUM STOREFRONT WINDOW SYSTEM WITH TINTED GLASS.
2. ALUMINUM STOREFRONT DOORS WITH TINTED GLASS.
3. INSULATED METAL PANELS WITH STUCCO COATING, 42" WIDE VERTICAL ORIENTATION.
4. INSULATED METAL PANELS (IMP) WITH STUCCO COATING, 42" WIDE WITH HORIZONTAL ORIENTATION AND 3/8" JOINT/REVEAL
5. BUTLER RIB II - 12" O.C. RIBBED METAL PANELS
6. STANDING SEAM ROOF, 24" O.C. SEAMS, BUTLER MR-24 SYSTEM.
7. WALL TOP CAP METAL TRIM WITH STUCCO TEXTURE COATING
8. STEEL CANOPY WITH ROD BRACES - PAINT PER: COLOR PER:
9. CMU SITE WALLPER A6.2
10. 3' X 7' EXTERIOR DOOR
11. CONCRETE CURB, SACK SMOOTH AND SEAL.
12. FLAG POLE PER PLAN.
13. LIGHT FIXTURES PER ELECTRICAL
14. VERTICAL BI-FOLD DOORS WITH INSULATED METAL PANEL CLADING, 42" WIDE WITH VERTICAL ORIENTATION. ALIGN PANEL JOINTS WITH WALL PANELS ABOVE.
15. SECTIONAL OVERHEAD DOOR WITH VISION PANELS.
16. COIL-UP DOOR.
17. BROWN STRAUSS STEEL BUILDING SIGN UNDER SEPARATE SIGN PERMIT.
18. ELECTRICAL METER AND MSB.
19. WALL MOUNTED BUILDING ADDRESS NUMBERS.
20. 24 GA. GI METAL CLAD FASCIA & GUTTER FLASHING PER DETAILS. COLOR/FINISH:
21. LINE OF ROOF BEYOND
22. EXTECH SERIES 9440 LIGHTWALL SYSTEM WITH CLEAR ALUMINUM FRAME AND 1" THK X 8'8" WIDE TYPE 347 CLEAR TRANSLUCENT POLYCARBONATE LIGHT PANELS.




## SOUTH ELEVATION

SCALE: 3/32" = 1'-0" | 2




## NORTH ELEVATION

SCALE: 3/32" = 1'-0" | 1

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# ELEVATIONS

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**A6.1**




## RENDERING AT LINCOLN ST.

SCALE: NTS

4

## MATERIAL LEGEND

**M-11** 8"x16" CONCRETE MASONRY UNIT
ANGELUS BLOCK
SILVER, SPLIT FACE, MORTAR: SPEC MIX COLOR 212

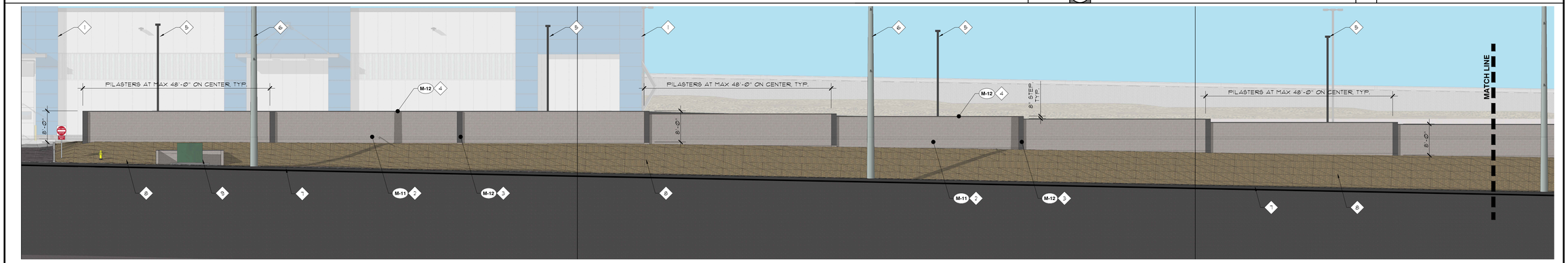


**M-12** 8"x16" CONCRETE MASONRY UNIT
ANGELUS BLOCK
GREYSTONE, SPLIT FACE, MORTAR: SPEC MIX COLOR 212



## KEYNOTES

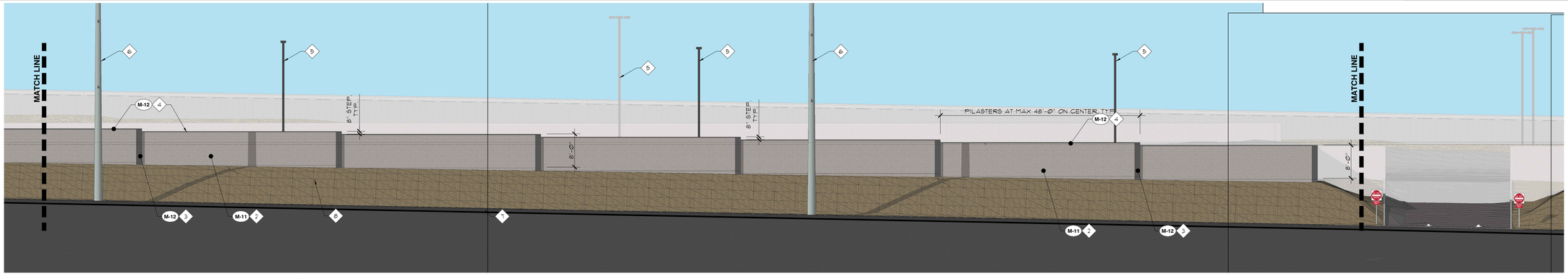
1. NEW BUILDING BEYOND PER A6.1
2. 8" THK. SPLITFACE CMU SCREEN WALL
3. 16" SQUARE SPLITFACE CMU PILASTER AT MAX 48'-Ø" O.C.
4. 2" THICK CMU WALL CAP
5. LIGHTPOLES BEYOND PER SITE PLAN.
6. RELOCATED POWER POLES PER SITE PLAN
7. PUBLIC STREET WITH NEW CURB AND GUTTER
8. LANDSCAPED EMBANKMENT PER CIVIL AND LANDSCAPE PLANS.
9. NEW ELECTRICAL TRANSFORMER.
10. SPLITFACE CMU RETAINING WALL, HEIGHT VARIES PER CIVIL.




## ELEVATION AT SOUTH SITE/SCREEN WALL

SCALE: 3/32" = 1'-Ø"

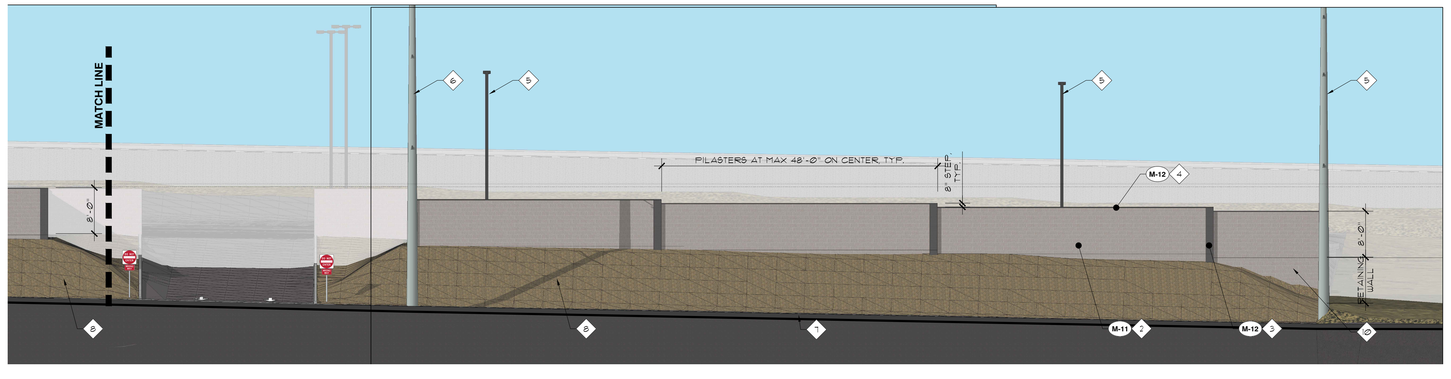
3




## ELEVATION AT SOUTH SITE/SCREEN WALL

SCALE: 3/32" = 1'-Ø"

2




## ELEVATION AT SOUTH SITE/SCREEN WALL

SCALE: 3/32" = 1'-Ø"

1

9/6/2023 5:47 PM
PLOT STATION: JOE VERTREES

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# SITE WALL ELEVATIONS

Plot Date
09/06/2023

VAE Project No.
1246

# A6.2




RENDERING | SCALE: NTS | 6




RENDERING | SCALE: NTS | 3




RENDERING | SCALE: NTS | 5




RENDERING | SCALE: NTS | 2




RENDERING | SCALE: NTS | 4



RENDERING | SCALE: NTS | 1

9/6/2023 5:46 PM
PLOT STATION: JOE VERTREES

VERTREES A&E
Architectural & Engineering Services
532 East Lambert Road
Brea, CA 92821
tel. 714.255.9645
www.vertreesae.com

| | | |
|---|---|---|
| B | 09-14-23 | PLANNING RESUBMITTAL |
| A | 04-19-23 | PLANNING SUBMITTAL |

Contractor:

**BREMCO CONSTRUCTION, INC.**
3470 E SPRING ST.
LONG BEACH, CA 90806

Proposed:

**BROWN STRAUSS BANNING FACILITY**

For:

BROWN STRAUSS STEEL
AN EMPLOYEE-OWNED COMPANY

2495 URAVAN STREET
AURORA, CO 80011

Project Address:

1431 W LINCOLN ST
BANNING, CA 92220

APN: 540-180-020,
540-180-026, 540-180-022

BANNING PAC22-14

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# RENDERINGS

Plot Date
09/06/2023

VAE Project No.
1246

**A6.3**

**CITY OF BANNING**

**PROJECT NUMBERS:** DR 23-7008, ENV 23-1506, GPA 23-2502, ZC 23-3502 and TPM 23-4002 (TPM 38659)

# AERIAL BASE MAP

**ADDRESSES/APN's:** 1219 and 1431 W. Lincoln Street/540-180-020, 540-180-022, 540-180-026

**ZONES:** Industrial (I) and General Commercial (GC)

N W E S

0 100 200 300 400
Feet

5/25/2023

WILLDAN Engineering | extending your reach

HAYS ST
HAYS ST
RAMSEY ST
6TH ST
LIVI
10
10
PROJECT LOCATION
UNION PACIFIC RAILROAD
This part of Lincoln is NOT under Caltrans jurisdiction
ADAMS AVE
LINCOLN ST
LINCOLN ST
MONROE ST
JEFFERSON ST
16TH ST
12TH ST
8TH ST
BARBOUR ST
FASHION WAY

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Cor

**CITY OF BANNING** **PROJECT NUMBERS:** DR 23-7008, ENV 23-1506, GPA 23-2502, ZC 23-3502 and TPM 23-4002 (TPM 38659)

# DEVELOPMENT OPPORTUNITIES

**ADDRESSES/APN's:** 1219 and 1431 W. Lincoln Street/540-180-020, 540-180-022, 540-180-026

**ZONES:** Industrial (I) and General Commercial (GC)

N W E S

0 100 200 300 400 Feet

5/25/2023

WILLDAN Engineering extending your reach

HAYS ST

HAYS ST

RAMSEY ST

6TH ST

10

10

PROJECT LOCATION

UNION PACIFIC RAILROAD

ADAMS AVE

Smith Creek

LINCOLN ST

LINCOLN ST

MONROE ST

JEFFERSON ST

16TH ST

12TH ST

8TH ST

BARBOUR ST

FASHION WAY

## Legend

- California Geological Survey Liquefaction Hazard Zone
- FEMA 0.2% (500-Year) Annual Chance Flood Hazard
- USGS Blue Line Streams

No *Western Riverside County Multiple Species Habitat Conservation Plan* (MSHCP) Criteria Cells within 1.7 miles of the project location.

No *CalFire* Fire Hazard Severity Zones within 3/4 mile of the project location.

No *California Department of Conservation* Earthquake Fault Zones within 3/4 mile of the project location.

No FEMA 1% (100-Year) Annual Chance Flood Hazard Areas withing 0.85 mile of the project location.

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

**CITY OF BANNING**

**PROJECT NUMBERS:** DR 23-7008, ENV 23-1506, GPA 23-2502, ZC 23-3502 and TPM 23-4002 (TPM 38659)

# PROJECT VICINITY

**ADDRESSES/APN's:** 1219 and 1431 W. Lincoln Street/540-180-020, 540-180-022, 540-180-026

**ZONES:** Industrial (I) and General Commercial (GC)

N W E S

0 100 200 300 400 500

Feet

5/25/2023

WILLDAN Engineering extending your reach

PROJECT LOCATION

540-180-022

540-180-026

540-180-020

1219

1431

HAYS ST

RAMSEY ST

LINCOLN ST

MONROE ST

JEFFERSON ST

BARBOUR ST

ADAMS AVE

16TH ST

12TH ST

8TH ST

6TH ST

FASHION WAY

UNION PACIFIC RAILROAD

10

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Com

# CITY OF BANNING

**PROJECT NUMBERS:** DR 23-7008, ENV 23-1506, GPA 23-2502, ZC 23-3502 and TPM 23-4002 (TPM 38659)

## GENERAL PLAN/ZONING

**ADDRESSES/APN's:** 1219 and 1431 W. Lincoln Street/540-180-020, 540-180-022, 540-180-026

**ZONES:** Industrial (I) and General Commercial (GC)

N W E S

0 100 200 300 400
Feet

5/25/2023

WILLDAN Engineering | extending your reach

Low Density Residential (0-5 du/ac)

Medium Density ResidentiaL (0-10 du/ac)

HAYS ST

HAYS ST

Mobile Home Parks

Mobile Home Parks

Mobile Home Parks

Highway Serving Commercial

RAMSEY ST

6TH ST

Interstate

10

10

Public Facilities - Railroad/Interstate

PROJECT LOCATION

UNION PACIFIC RAILROAD

General Commercial

Industrial

General Commercial

Industrial

General Commercial

ADAMS AVE

LINCOLN ST

LINCOLN ST

Low Density Residential (0-5 du/ac)

MONROE ST

Open Space - Parks

JEFFERSON ST

16TH ST

12TH ST

8TH ST

Business Park

Industrial

BARBOUR ST

Very Low Density Residential (0-2 du/ac)

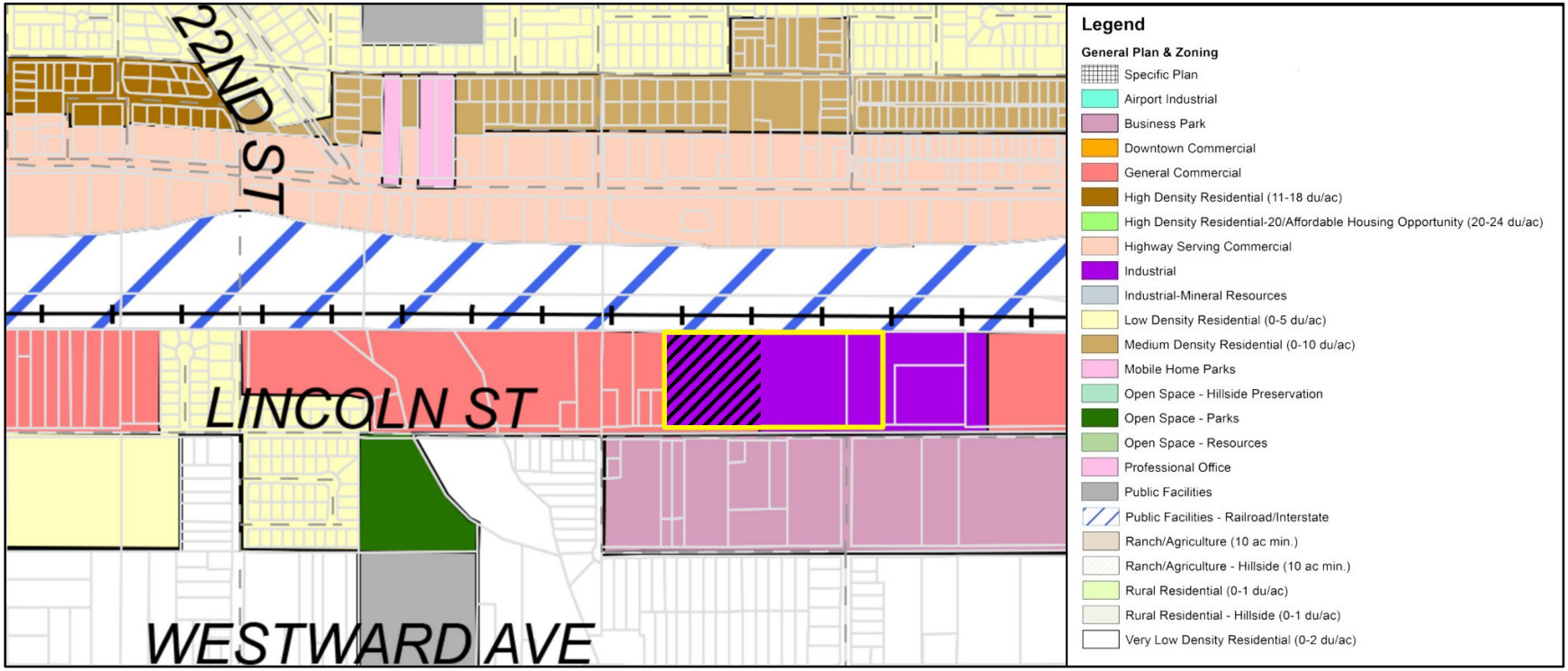
Public Facilities - School

Very Low Density Residential (0-2 du/ac)

Low Density Residential (0-5 du/ac)

FASHION WAY

1133



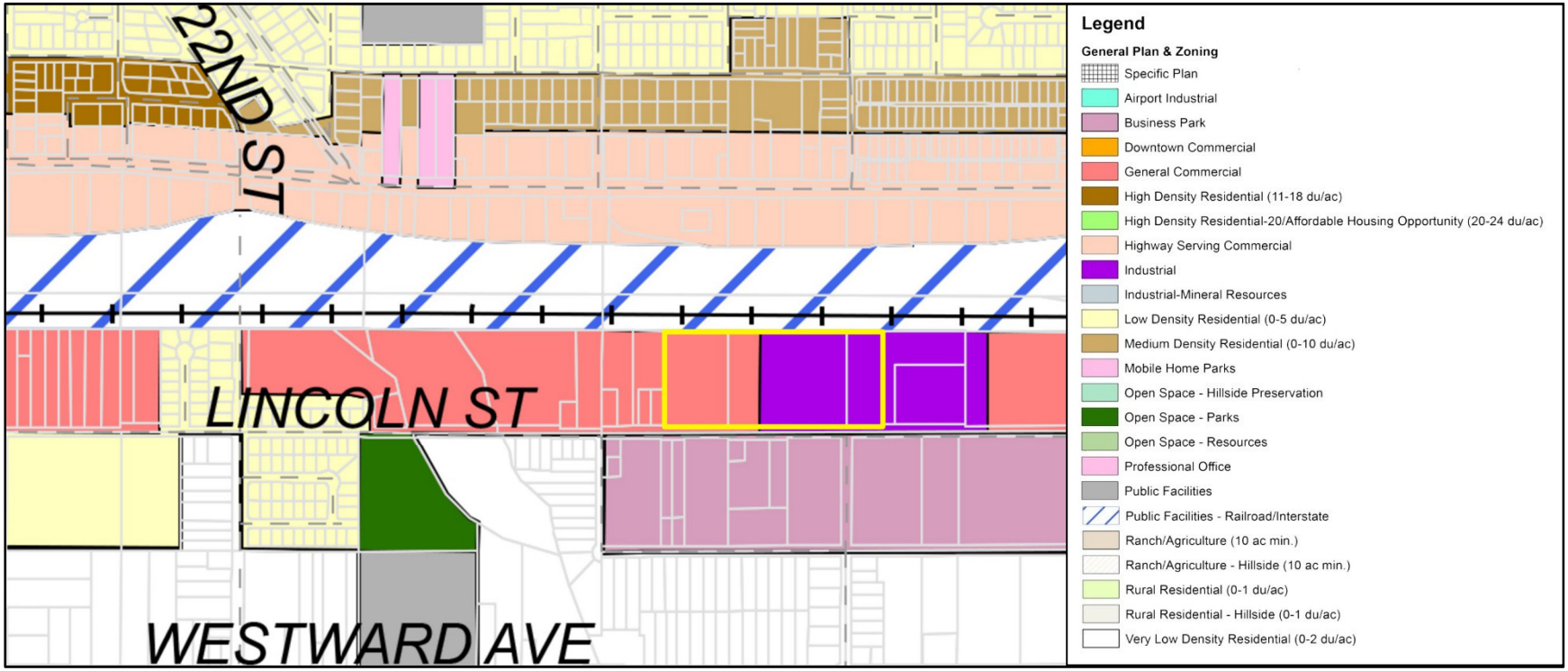

PROJECT SITE

Area of Proposed Zone Change to Industrial

Not to Scale

Figure 4: Proposed General Plan Designation/Zoning

Source: *City of Banning/Sagecrest*




PROJECT SITE

Not to Scale

Figure 1: Existing General Plan Designation/Zoning

Source: *City of Banning/Sagecrest*

# Site Photo Survey

**Project Name: Brown Strauss Industrial Project**
**Location:** North side of West Lincoln Street between 8th and 16th Streets, Banning, CA 92220
**APN**: 540-180-020, -022, -026.

Site Visit 3/27/2023




= Location Standing for Photo

**Photo #1:** Driveway from Lincoln Street facing NE.



**Photo #2:** Southwest corner of the property facing NE.



**Photo #3:** South property line from the SW corner facing East.



**Photo #4:** Inside of driveway fence facing SW.



**Photo #5:** Standing inside of driveway facing NW



**Photo #6:** Standing inside of driveway facing NE



**Photo #7:** Standing inside of driveway fence facing SE.



**Photo #8:** North Center of Driveway facing West.



**Photo #9:** North center of driveway facing East.



**Photo #10:** North center of driveway facing South.



**Photo #11:** North property line on driveway facing West.



**Photo #12:** North property line on driveway facing East



**Photo #13:** North property line on driveway facing South



**Photo #14:** Standing inside driveway fence facing East. Showing details in grade change.



**Photo #15:** Intersection of South 16th and Lincoln Streets facing NE.




**Photo #16:** Southeast corner facing NW.



**Photo #17:** South property line from SE corner facing W.



**Photo #18:** Transmission line from 1143 W Lincoln to Project Site facing West.



**Photo #19:** SE corner looking toward east property line facing North



**Photo #20:** 1143 West Lincoln Street entrance.



**Photo #21:** Residential properties south of driveway entrance facing SE.



**Photo #22:** Residential properties South of driveway entrances facing South.



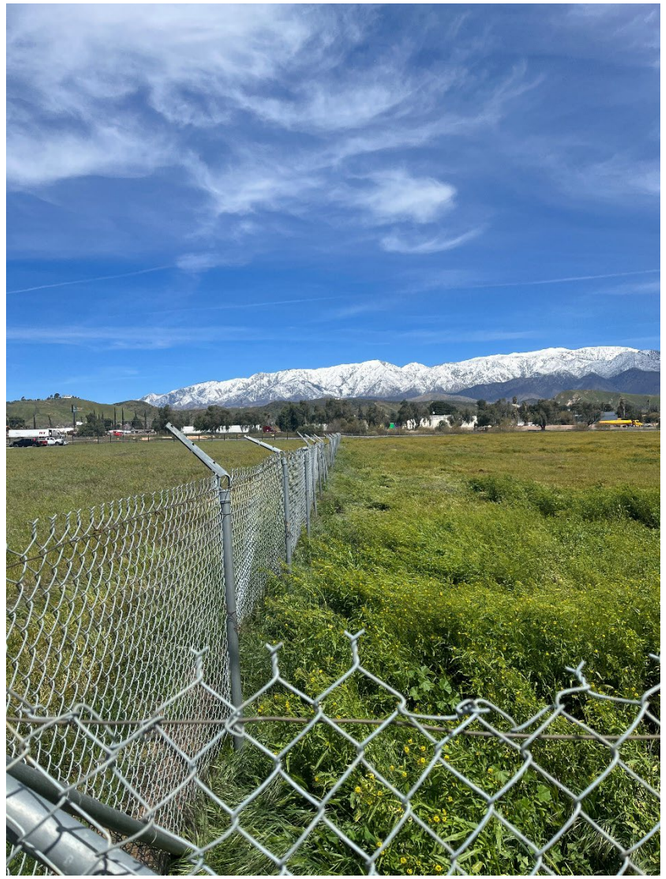
**Photo #23:** Residential properties South of driveway entrances facing SW.



**Photo #24:** SW corner facing Southwest towards South 16th Street.



**Photo #25:** West property line from SW corner facing North.



# PRELIMINARY SITE/GRADING PLAN

# BROWN STRAUSS - BANNING

## IN THE CITY OF BANNING, CALIFORNIA


## OWNER/DEVELOPER

BROWN STRAUSS, INC.
2495 URAVAN STREET
AURORA, CO 80011

CONTACT: KRIS FARRIS
PHONE: (310) 694-1001

## ENGINEER

JOSEPH E. BONADIMAN AND ASSOCIATES INC.
234 N. ARROWHEAD
SAN BERNARDINO, CA 92408

CONTACT:
ED BONADIMAN
TEL: (909) 885-3806
FAX: (909) 381-1721

## ARCHITECT

VERTREES A&E
532 E. LAMBERT ROAD
BREA, CA 92821
(714) 255-9645


## PROJECT INFORMATION

| | |
|---|---|
| DEVELOPMENT NAME: | BROWN STRAUSS |
| ASSESSOR'S PARCEL NUMBER: | 540-180-020, 022, & 026 |
| GROSS ACREAGE: | 651,546 SF/14.96 AC |
| NET ACREAGE: | 621,431 SF/14.27 AC |
| AREA TO BE DEVELOPED: | 621,431 SF/14.27 AC |
| GERNERAL PLAN: | INDUSTRIAL |
| EXISTING ZONING: | GENERAL COMMERCIAL & INDUSTRIAL |
| PROPOSED ZONING: | INDUSTRIAL |
| EXISTING LAND USE CATEGORY: | VACANT |
| PROPOSED LAND USE: | STEEL YARD |
| FEMA DESIGNATION: | UNSHADED ZONE X |

## PROJECT AREAS:

| | |
|---|---|
| GROSS AREA: | 687,683 SF/15.79 AC |
| NET AREA: | 621,431 SF/14.27 AC |
| DISTURBANCE AREA: | 687,683 SF/15.79 AC |
| BUILDING AREA | 46,454 SF/1.07 AC |
| CONCRETE/ASPHALT | 419,539 SF/9.63 AC |
| GRAVEL | 92,982 SF/2.13 AC |
| LANDSCAPING | 62,456 SF/1.44 AC |
| TOTAL | 621,431 SF/14.27 AC |

## EARTHWORK ESTIMATE QUANTITIES:

CONSTRUCTION MAY VARY.

CUT 49,367 CUBIC YARDS
FILL 49,367 CUBIC YARDS

EARTH WORK QUANTITIES NOTE: THE ABOVE LISTED QUANTITIES REFLECT THE ENGINEER'S ESTIMATE OF THE RAW VOLUMES OF MATERIAL CUT AND FILLED. THESE QUANTITIES ARE FOR ESTIMATING AND BONDING PURPOSE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR COMPUTING HIS OWN QUANTITIES FOR CONTRACT PURPOSES.

## SOURCE OF TOPOGRAPHY:

MAPPING OF EXISTING CONDITIONS WERE ESTABLISHED BY 1-FOOT CONTOUR INTERVALS, PROVIDED BY ANACAL ENGINEERING COMPANY PER ALTA SURVEY DATED NOVEMBER 30, 2022.

## CONSTRUCTION NOTES

1.) CONTRACTOR SHALL CONTACT THE INSPECTION DIVISION OF THE PUBLIC WORKS DEPARTMENT AT LEAST 48 HOURS PRIOR TO STARING WORK ON THE PROJECT.

2.) A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD WITH THE CITY ENGINEER OR HIS DESIGNATED REPRESENTATIVE PRIOR TO BEGINNING CONSTRUCTION. THIS MEETING SHALL BE SCHEDULED WITH THE DEPARTMENT OF PUBLIC WORKS AT THE TIME THE NOTIFICATION OF WORK COMMENCEMENT IS GIVEN.

## DRAINAGE NOTES

REFER TO THE PRELIMINARY HYDROLOGY & HYDRAULICS REPORT PREPARED BY JOSEPH E. BONADIMAN & ASSOCIATES, INC. (FEBUARY 2023) FOR LOCATION OF OFFSITE AND ONSITE DRAINAGE AREAS, RELIMINARY SIZING OF DRAINAGE FACILITIES, AND AN OVERLAY OF THE PROJECT SITE ON APPLICABLE FEMA FLOOD MAP(S).

## OWNER STATEMENT

"I AM THE OWNER OF THE PROPERTY AFFECTED BY THIS SITE PLAN. PRIOR TO REQUESTING A CERTIFICATE OF OCCUPANCY, I WILL SUBMIT A NOTARIZED STATEMENT AS FOLLOWS: 'I CERTIFY THAT THE SITE IMPROVEMENTS ARE COMPLETE AND IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS.' THIS CERTIFICATION WILL BE BASED ON OBSERVATIONS OF AND SUPERVISION OF CONSTRUCTION BY MY REPRESENTATIVE OR ME. I UNDERSTAND THAT THE CERTIFICATE OF OCCUPANCY WILL NOT BE APPROVED UNTIL THIS CERTIFICATION HAS BEEN MADE."

## LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BANNING, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:
THE WESTERLY 198.00 FEET OF BLOCK 273 OF LANDS OF THE BANNING LAND COMPANY, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 44 OF MAPS, SAN BERNARDINO COUNTY RECORDS, EXCEPT THAT PORTION IN THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, ACQUIRED BY UNITED STATES CONGRESSIONAL GRANT.

PARCEL 2:
BLOCK 274 OF LANDS OF THE BANNING LAND COMPANY, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 44 OF MAPS, SAN BERNARDINO COUNTY RECORDS, EXCEPT THAT PORTION IN THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, ACQUIRED BY UNITED STATES CONGRESSIONAL GRANT.

PARCEL 3:
THE EAST ONE-HALF LOT OF 285 IN BANNING, AS SHOWN BY A CERTAIN MAP ENTITLED 'AMENDED MAP OF BANNING LAND CO., AS PER MAP RECORDED IN BOOK 9, PAGE 44 OF MAPS, RECORDS OF SAN BERNARDINO, CALIFORNIA, EXCEPTING THEREFROM THAT PORTION IN THE RIGHT OF WAY ACQUIRED BY THE UNITED STATES CONGRESSIONAL GRANT.

APN: 540-180-020, 540-180-022, AND 540-180-026

## LEGEND:

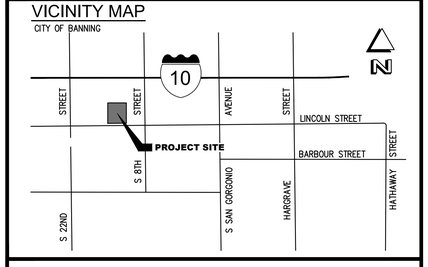
ASPH ASPHALT SURFACE
BT BOTTOM OF TRENCH
℄ CENTER LINE
(E) EXISTING
EP EDGE OF PAVEMENT
FF FINISH FLOOR
FG FINISH GRADE
FL FLOWLINE
FS FINISHED SURFACE
GB GRADE BREAK
GW GUY WIRE
INV INVERT OF PIPE
MH MANHOLE
NTS NOT TO SCALE
℗ PROPERTY LINE
PP POWER POLE
SMH SEWER MANHOLE
TC TOP OF CURB
TF TOP OF FOOTING
TG TOP OF GRATE
TW TOP OF WALL
TYP TYPICAL
UTIL UTILITY
WI WROUGHT IRON
WV WATER VALVE

EXISTING CONCRETE SURFACE
PROPOSED CONCRETE SURFACE
PROPOSED AC PAVEMENT
RIGHT OF WAY
PROPERTY LINE
CENTERLINE
EXISTING BLOCK WALL
FLOWLINE
FILL SLOPE
INDICATES DIRECTION OF FLOW
(1500) EXITING CONTOUR (FEET)
1500 PROPOSED CONTOUR (FEET)
PROPOSED BLOCK WALL

40 0 40 80 120
SCALE: 1"=40'

## VICINITY MAP

CITY OF BANNING





BONADIMAN
JOSEPH E. BONADIMAN & ASSOCIATES, INC.
ENGINEERS - C.I.S. - SURVEYING - PLANNING
TEL. (909) 885-3806
234 NORTH ARROWHEAD AVE.
SAN BERNARDINO, CA 92408
FAX (909) 381-1721
www.bonadiman.com


## PRELIMINARY SITE/GRADING PLAN

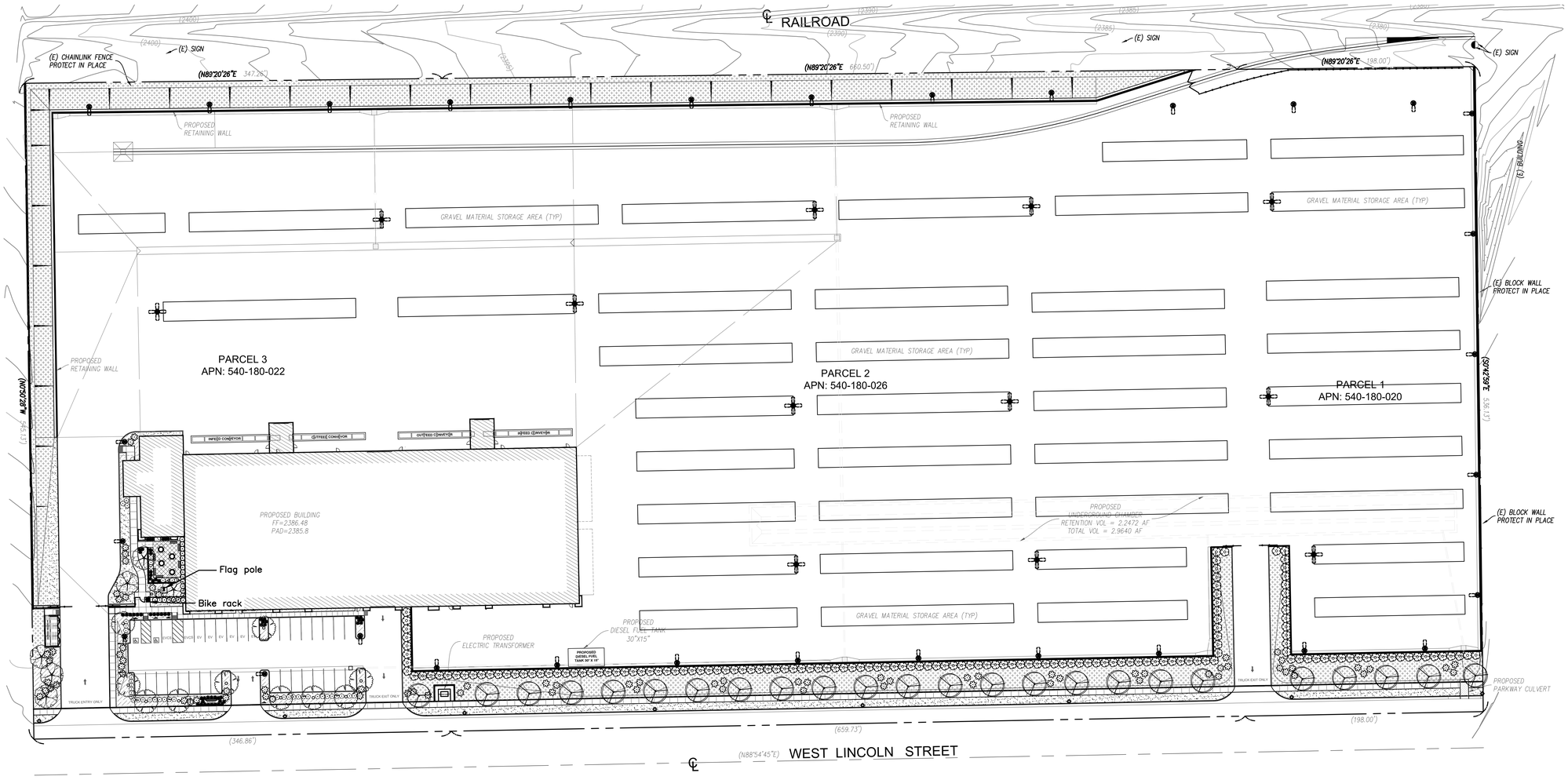
BROWN STRAUSS STEEL
CITY OF BANNING, CA 92220
APN 540-180-020, 022, 026

REVISIONS

| NO | DESCRIPTION | BY | APPROVED | DATE |
|---|---|---|---|---|
| | | | | |

PREPARED FOR: BREMCO CONSTRUCTION

| | | | | | |
|---|---|---|---|---|---|
| DRAWN BY: | JTS | SCALE: | 1" = 60' | SHEET: 1 OF 1 | |
| CHECKED BY: | JTS | JOB NO: | 225047 | | |
| DISREGARD PRINTS BEARING EARLIER REVISION DATES | | 04-17-23 | | | |




## CONCEPTUAL PLANT SCHEDULE

| | | |
|---|---|---|
| | PARKING LOT TREES<br>Olea europaea `Swan Hill` TM / Swan Hill Olive<br>Ulmus parvifolia `True Green` / True Green Elm | 10 |
| | ON SITE ACCENT TREE<br>Acacia stenophylla / Shoestring Acacia<br>Chilopsis linearis 'Burgundy' / Burgundy Desert Willow<br>Parkinsonia x `Desert Museum` / Desert Museum Palo Verde | 6 |
| | STREET TREE<br>Acacia stenophylla / Shoestring Acacia<br>Quercus ilex / Holly Oak<br>Rhus lancea / African Sumac | 24 |
| | TALL SCREEN SHRUB<br>Callistemon citrinus `Jeffersii` / Bottlebrush<br>Westringia fruticosa `Wynabbie Gem` / Wynabbie Gem Coast Rosemary | 155 |
| A | MEDIUM SCREEN SHRUB<br>Leptospermum scoparium `Ruby Glow` / Red New Zealand Tea Tree<br>Leucophyllum frutescens `Compacta` / Compact Texas Ranger | 20 |
| | LOW HEDGE SHRUB<br>Berberis thunbergii 'Atropurpurea' / Red Leaf Japanese Barberry<br>Callistemon viminalis `Little John` / Dwarf Weeping Bottlebrush<br>Leucophyllum frutescens 'Compacta' / Compact Texas Sage | 45 |
| | LARGE ACCENT SHRUB<br>Agave americana / Century Plant<br>Caesalpinia gilliesii / Yellow Bird of Paradise | 79 |
| | ACCENT SHRUB<br>Aloe striata / Coral Aloe<br>Baileya multiradiata / Desert Marigold<br>Calliandra x 'Lianca' / Sierra Starr® Fairy Duster<br>Hesperaloe parviflora 'Perpa' / Brakelights® Red Yucca | 59 |
| | GROUND COVER<br>Lonicera japonica `Halliana` / Halls Honeysuckle Flowering Vine<br>Myoporum parvifolium / Trailing Myoporum<br>Rosmarinus officinalis `Huntington Carpet` / Huntington Carpet Rosemary | 3,735 sf<br>1,726<br>971 |
| | DECOMPOSED GRANITE<br>-<br>- | 9,054 sf |
| | SLOPE GROUND COVER<br>Acacia redolens `Desert Carpet` TM / Bank Catclaw<br>Baccharis x `Centennial` / Centennial Coyote Brush | 44,077 sf<br>5,090<br>11,452 |

### WATER EFFICIENT LANDSCAPE WORKSHEET

BANNING, CA

Reference Evapotranspiration (ETo): 55.6

| Hydrozone #/Planting Description[A] | Plant Factor (PF) | Irrigation Method[B] | Irrigation Efficiency (IE)[C] | ETAF (PF/IE) | Landscape Area (sq. ft.) | ETAF x Area | Estimated Total Water Use (ETWU)[D] | Valves |
|---|---|---|---|---|---|---|---|---|
| **REGULAR LANDSCAPE AREAS** | | | | | | | | |
| CSL | 0.80 | ROTOR | 0.78 | 1.03 | 0.00 | 0.00 | 0.00 | A-3, A-6 |
| WSL | 0.60 | ROTOR | 0.78 | 0.77 | 0.00 | 0.00 | 0.00 | A-1, A-2, A-5 |
| LW | 0.30 | ROTOR | 0.78 | 0.38 | 52647.00 | 20248.85 | 698018.22 | A-4 |
| MW | 0.40 | ROTOR | 0.78 | 0.51 | 0.00 | 0.00 | 0.00 | |
| CSL | 0.80 | DRIP | 0.81 | 0.99 | 0.00 | 0.00 | 0.00 | |
| WSL | 0.60 | DRIP | 0.81 | 0.74 | 0.00 | 0.00 | 0.00 | |
| LW | 0.30 | DRIP | 0.81 | 0.37 | 5074.00 | 1879.26 | 64781.83 | |
| MW | 0.40 | DRIP | 0.81 | 0.49 | 0.00 | 0.00 | 0.00 | |
| LWTR | 0.30 | BUBBLERS | 0.80 | 0.38 | 1000.00 | 375.00 | 12927.00 | |
| MWTR | 0.40 | BUBBLERS | 0.80 | 0.50 | 0.00 | 0.00 | 0.00 | |
| | | | | TOTALS: | 58721.00 | 22503.11 | | |
| | | | | | | ETWU TOTAL | 775727.05 | |
| | | | | | | Maximum Allowed Water Allowance (MAWA)[E] | 910903.64 | |

ETAF CALCULATIONS

| REGULAR LANDSCAPE AREAS | |
|---|---|
| TOTAL ETAF x AREA | 22503.11 |
| TOTAL AREA | 58721.00 |
| AVERAGE ETAF | 0.38 |

[A] Hydrozone # / Planting Description
MW = Moderate Water use Plants
LW = Low Water use Plants
CSL = Cool Season Lawn
WSL = Warm Season Lawn
LWTR = Low Water use Trees
MWTR = Moderate Water use Trees

[B] Irrigation Method
MS = Micro-spray
S = Spray
R = Rotor
B = Bubbler
D = Drip
O = Other

[C] Irrigation Efficiency
0.75 for spray head
0.80 for bubbler
0.81 for drip
0.78 Hunter MP Rotator
0.80 Hunter PCJ
0.77 Hunter PGP-ADJ
0.75 Hunter PGP
0.75 Hunter I-20
0.80 Hunter I-20 MPR Nozzle
0.81 Hunter I-20 High Flow Nozzle
0.81 Hunter I-20 Short Radius Nozzle
0.80 Hunter I-25
0.76 Hunter I-40

[D] ETWU (Annual Gallons Required)
ETo x 0.62 x ETAF x Area

Where 0.62 is a conversion factor that converts acre – inches per acre per year to gallons per square foot per year.

[E] MAWA (Annual Gallons Allowed)
(ETo)(0.62)[(ETAF x LA)

Where 0.62 is a conversion factor that converts acre–inches per acre per year to gallons per square foot per year. LA is the total landscape area in square feet. ETAF is 0.55 for residential areas and 0.45 for non-residential areas.

## PROJECT AREAS:

| | |
|---|---|
| *GROSS AREA:* | *687,683 SF/15.79 AC* |
| *NET AREA:* | *621,431 SF/14.27 AC* |
| *DISTURBANCE AREA:* | *687,683 SF/15.79 AC* |
| *BUILDING AREA* | *46,454 SF/1.07 AC* |
| *CONCRETE/ASPHALT* | *419,539 SF/9.63 AC* |
| *GRAVEL* | *92,982 SF/2.13 AC* |
| *LANDSCAPING* | *62,456 SF/1.44 AC* |
| *TOTAL* | *621,431 SF/14.27 AC* |

## IRRIGATION NOTES:

- Automatic irrigation system to be installed that is water efficient, appropriate for the landscape hydrozones and provides 100% coverage.
- Landscape planting will meet MAWA water use requirements by using a low water efficient irrigation system and weather based smart controller.
- Landscape planting to be irrigated the following ways:
  - Trees: stream bubblers
  - All other planting areas: drip irrigation & rotators
- Irrigation plans shall provide separate systems for tree stream bubblers with pc screens.
- Weather based smart controller such as Hunter X-Core, or Hunter PCC will be used.

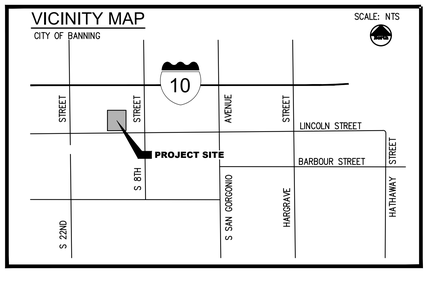
## LANDSCAPE TABULATIONS:

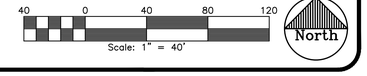
Total site area: 687,683 sf (15.79 AC)
Total irrigated landscape area: 58,721 sf (1.35 AC.)

Parking lot tree requirements:
# of spaces: 34
# of trees required (1 per 4 spaces): 9
Total provided: 10 trees

## VICINITY MAP

SCALE: NTS




| REVISIONS | BY |
|---|---|
| | |

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ROYAL OAK DESIGN
Sylvia E. Lyons, Landscape Architect #1549
10252 Golden Yarrow Lane
Alta Loma, CA. 91701
Telephone: (909)244-9667
Email: royaloakdesign@verizon.net

SHEET TITLE
CONCEPTUAL LANDSCAPE PLAN

PROJECT INFORMATION
BROWN STRAUSS STEEL
1210 & 1431 WEST LINCOLN STREET, BANNING, CA

# CONCEPTUAL LANDSCAPE PLAN

REGISTERED LANDSCAPE ARCHITECT SYLVIA E. LYONS NO. 1549 Exp. 8/31/23 4/12/2023 STATE OF CALIFORNIA

| | |
|---|---|
| DRAWN | S.L./J.S. |
| DATE | 4/12/2023 |
| SCALE | 1"=40' |
| JOB NO. | 5483 |
| SHEET | L-1 |




**Peter Aldana**
**Riverside County**
**Assessor-County Clerk-Recorder**
2724 Gateway Drive
Riverside, CA 92507
(951) 486-7000
www.rivcoacr.org

**Receipt: 24-117875**

| Product | Name | Extended |
|---|---|---|
| FISH | CLERK FISH AND GAME FILINGS | $0.00 |
| | # Pages | 3 |
| | Document # | E-202400446 |
| | Filing Type | 8 |
| | State Fee Prev Charged | false |
| | No Charge Clerk Fee | false |
| **Total** | | $0.00 |
| Change (Cash) | | $0.00 |

**4/25/24 2:44 PM**
**Gateway Clerk**

State of California - Department of Fish and Wildlife

**2024 ENVIRONMENTAL DOCUMENT FILING FEE**

**CASH RECEIPT**

DFW 753.5a (REV. 01/01/24) Previously DFG 753.5a

| RECEIPT NUMBER: |
|---|
| 24-117875 |
| STATE CLEARINGHOUSE NUMBER *(If applicable)* |

**SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.**

| LEAD AGENCY | LEAD AGENCY EMAIL | DATE |
|---|---|---|
| CITY OF BANNING | EPAPP@BANNINGCA.GOV | 04/25/2024 |
| **COUNTY/STATE AGENCY OF FILING** | | **DOCUMENT NUMBER** |
| RIVERSIDE | | E-202400446 |

PROJECT TITLE

BROWN STRAUSS INDUSTRIAL PROJECT

| PROJECT APPLICANT NAME | PROJECT APPLICANT EMAIL | PHONE NUMBER |
|---|---|---|
| RYAN SECRIST | RSECRIST@BROWNSTRAUSS.COM | (303) 576-6213 |
| **PROJECT APPLICANT ADDRESS** | **CITY** **STATE** | **ZIP CODE** |
| 2495 URAVAN STREET, | AURORA COL | 80011 |

**PROJECT APPLICANT** *(Check appropriate box)*

☐ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☒ Private Entity

**CHECK APPLICABLE FEES:**

| | | |
|---|---|---|
| ☐ Environmental Impact Report (EIR) | $4,051.25 | $ |
| ☐ Mitigated/Negative Declaration (MND)(ND) | $2,916.75 | $ |
| ☐ Certified Regulatory Program (CRP) document - payment due directly to CDFW | $1,377.25 | $ |

☐ Exempt from fee

- ☐ Notice of Exemption (attach)
- ☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

| | | |
|---|---|---|
| ☐ Water Right Application or Petition Fee (State Water Resources Control Board only) | $850.00 | $ |
| ☐ County documentary handling fee | | $ $0.00 |
| ☐ Other | | $ |

**PAYMENT METHOD:**

☐ Cash ☐ Credit ☐ Check ☒ Other **TOTAL RECEIVED** $ $0.00

| SIGNATURE | AGENCY OF FILING PRINTED NAME AND TITLE |
|---|---|
| X J Rodriguez | Deputy Irma Rodriguez |

Lead Agency: CITY OF BANNING
ATTN: ADAM RUSH, COMMUNITY DEVELOPMENT DIRECTOR
Address: 99 E. RAMSEY STREET
P.O. BOX 998
BANNING, CA 92220-0998

FILED / POSTED
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder
E-202400446
04/25/2024 02:44 PM Fee: $ 0.00
Page 1 of 3
Removed: By: Deputy

# Project Title

BROWN STRAUSS INDUSTRIAL PROJECT

# Filing Type

- ☐ Environmental Impact Report
- ☐ Mitigated/Negative Declaration
- ☐ Notice of Exemption
- ☑ Other: NOTICE OF PUBLIC HEARING

# Notes

# City of Banning

## Community Development Department

**NOTICE OF PUBLIC HEARING AND NOTICE OF INTENT (NOI) TO ADOPT A MITIGATED NEGATIVE DECLARATION (MND)(EA 23-1506) FOR CONSIDERATION OF GENERAL PLAN AMENDMENT 23-2502, ZONE CHANGE 23-3502, TENTATIVE PARCEL MAP 23-4002, AND DESIGN REVIEW 23-7008, A PROPOSAL TO ALLOW FOR THE NEW CONSTRUCTION AND OPERATION OF A STEEL DISTRIBUTION FACILITY WITH A 42,510 SQUARE-FOOT WAREHOUSE BUILDING OF WHICH 3,434 SQUARE FEET IS DESIGNATED FOR OFFICE SPACE ON 14.92 GROSS ACRES OF LAND LOCATED IN THE INDUSTRIAL (I) AND GENERAL COMMERCIAL (GC) ZONING DISTRICTS AND GENERALLY LOCATED ON THE NORTH SIDE OF WEST LINCOLN STREET BETWEEN SOUTH 8TH STREET AND SOUTH 16TH STREET (APN Nos. 540-180-020, 540-180-022 and 540-180-026).**

**NOTICE IS HEREBY GIVEN** of a public hearing before a Special Meeting of the City of Banning Planning Commission, to be held on Wednesday, May 29, 2024, at 5:30 p.m. in the Council Chambers, City Hall, 99 East Ramsey Street, Banning, California, to consider an Initial Study/Mitigated Negative Declaration for General Plan Amendment 23-2502, Zone Change 23-3502, Tentative Parcel Map 23-4002, and Design Review 23-7008 to allow for the construction and operation of a steel distribution facility with a 42,510 square-foot warehouse building of which 3,434 square feet is designated for office space on 14.92 gross acres of land located in the Industrial (I) and General Commercial (GC) zoning districts and generally located on the north side of Lincoln Street between South 8th street and South 16th Street (APN Nos. 540-180-020, 540-180-022 and 540-180-026). The Community Development Department has determined, on the basis of the Initial Study, that the project will not have a significant effect on the environment with implementation of recommended mitigation measures. In accordance with the disclosure requirements of CEQA Guidelines Section 15072(g)(5), the Project site is not listed as a hazardous property as designated under Section 65962.5 of the Government Code.

An Initial Study/Mitigated Negative Declaration (IS/MND) prepared for the project is available for public review and comment for a 30-day public review and comment period prior to the public hearing beginning FRIDAY, APRIL 26, 2024, and concluding MONDAY, MAY 27, 2024.

Information regarding the Initial Study/Mitigated Negative Declaration can be obtained by contacting the City's Community Development Department at (951) 922-3125, or by visiting the following link: https://banningca.gov/Archive.aspx?AMID=60&Type=&ADID=

To observe the live meeting through your personal computer, but not participate with video or oral comments, you may use your computer or smart phone to enter the following or click on the link: https://banninglive.viebit.com or on the Banning Government Channel on Cable Television.

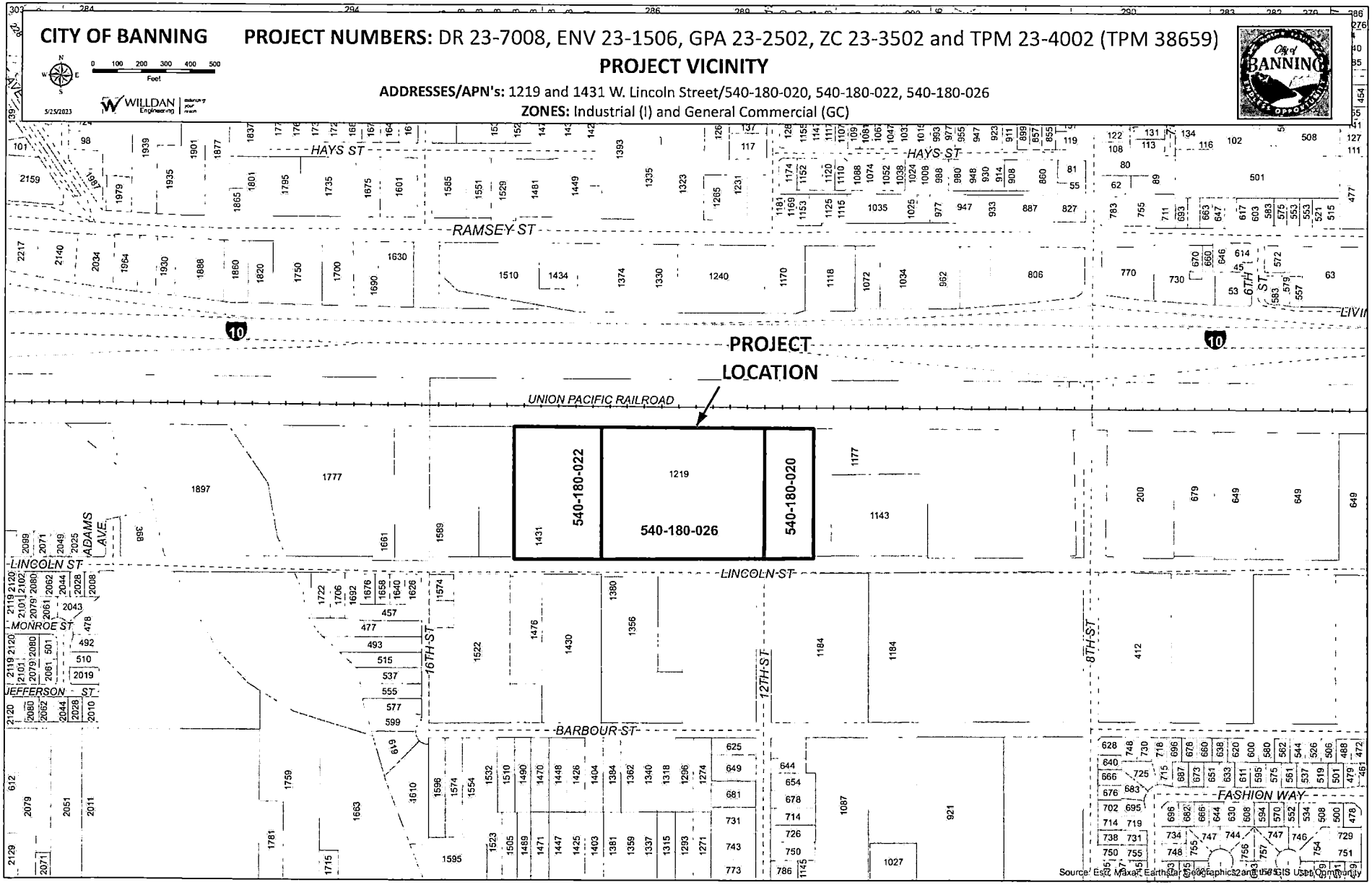
All parties interested in speaking either in support of or in opposition to this item are invited to attend the hearing by accessing the videoconference or by sending their written comments by email to scalderon@banningca.gov or by mail to the Community Development Department, Planning Division, City of Banning at 99 E. Ramsey Street, Banning, California, 92220.

If you challenge any decision regarding the above proposal in court, you may be limited to raising only those issues you or someone else raised in written correspondence delivered to the Planning Commission Recording Secretary prior to, at, or during the time the Planning Commission makesits recommendation on the proposal; or, you or someone else raised at the public hearing or in written correspondence delivered to the hearing body at, or prior to, the hearing (California Government Code, Section 65009).

BY ORDER OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA

Adam Rush, M.A., AICP
Community Development Director

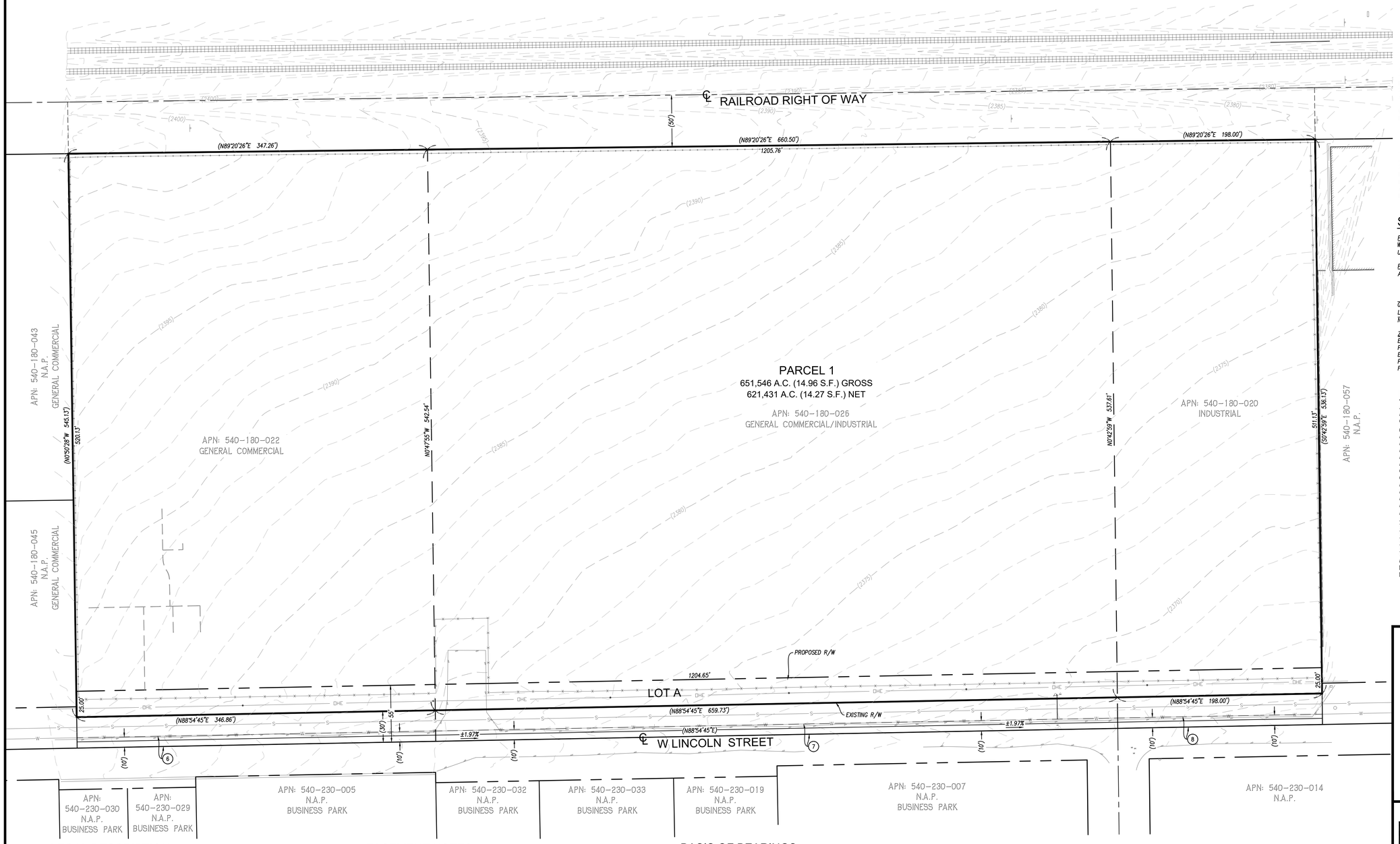
Dated: April 23, 2024
Publish: April 26, 2024


CITY OF BANNING
PROJECT NUMBERS: DR 23-7008, ENV 23-1506, GPA 23-2502, ZC 23-3502 and TPM 23-4002 (TPM 38659)
PROJECT VICINITY
ADDRESSES/APN's: 1219 and 1431 W. Lincoln Street/540-180-020, 540-180-022, 540-180-026
ZONES: Industrial (I) and General Commercial (GC)
0 100 200 300 400 500
Feet
5/25/2023
WILLDAN Engineering
City of BANNING
HAYS ST
RAMSEY ST
UNION PACIFIC RAILROAD
PROJECT LOCATION
540-180-022
540-180-026
540-180-020
LINCOLN ST
ADAMS AVE
MONROE ST
JEFFERSON ST
16TH ST
12TH ST
8TH ST
6TH ST
BARBOUR ST
FASHION WAY
10
Source: Esri, Maxar, Earthstar Geographics and the GIS User Community

# TENTATIVE PARCEL MAP No. 38659

# BROWN STRAUSS - BANNING

## IN THE CITY OF BANNING, CALIFORNIA




## OWNER/DEVELOPER

BROWN STRAUSS, INC.
2495 URAVAN STREET
AURORA, CO 80011

CONTACT: KRIS FARRIS
PHONE: (310) 694-1001

## EXHIBIT PREPARED BY

JOSEPH E. BONADIMAN & ASSOC, INC
234 N. SAN BERNARDINO, CA 92408
PHONE: (9090) 885-3806
FAX: (909) 381-1721
ATTN: ED BONADIMAN
EMAIL: ED@BONADIMAN.COM

## SITE INFORMATION

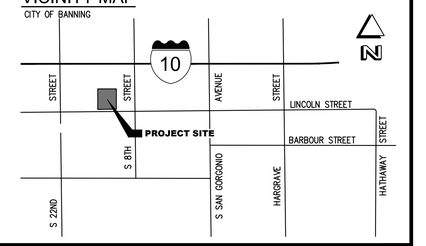
| | |
|---|---|
| *PUBLIC ROADS:* | |
| *W. LINCOLN STREET:* | *ARTERIAL HIGHWAY* |
| *ULTIMATE R/W:* | *110'* |
| *PARCELS:* | |
| *ASSESSOR'S PARCEL NUMBER:* | *540-180-020, 022, & 026* |
| *EX PARCEL 1:* | *106,300 SF/2.44 AC* |
| *EX PARCEL 2:* | *356,505 SF/8.18 AC* |
| *EX PARCEL 3:* | *188,741 SF/4.33 AC* |
| *GROSS ACREAGE:* | *651,546 SF/14.96 AC* |
| *LOT A:* | *30,114SF/0.69 AC* |
| *NET ACREAGE:* | *621,432 SF/14.27 AC* |
| *ZONING:* | |
| *EXISTING ZONING:* | *GENERAL COMMERCIAL & INDUSTRIAL* |
| *PROPOSED ZONING:* | *INDUSTRIAL* |
| *EXISTING LAND USE CATEGORY:* | *VACANT* |
| *PROPOSED LAND USE:* | *STEEL YARD* |
| *FEMA DESIGNATION:* | *UNSHADED ZONE X* |

## LEGEND:

*ASPH ASPHALT SURFACE*
*BT BOTTOM OF TRENCH*
*℄ CENTER LINE*
*(E) EXISTING*
*EP EDGE OF PAVEMENT*
*FF FINISH FLOOR*
*FG FINISH GRADE*
*FL FLOWLINE*
*FS FINISHED SURFACE*
*GB GRADE BREAK*
*GW GUY WIRE*
*INV INVERT OF PIPE*
*MH MANHOLE*
*NTS NOT TO SCALE*
*℗ PROPERTY LINE*
*PP POWER POLE*
*SMH SEWER MANHOLE*
*TC TOP OF CURB*
*TF TOP OF FOOTING*
*TG TOP OF GRATE*
*TW TOP OF WALL*
*TYP TYPICAL*
*UTIL UTILITY*
*W WROUGHT IRON*
*WV WATER VALVE*

*EXISTING CONCRETE SURFACE*
*PROPOSED CONCRETE SURFACE*
*PROPOSED AC PAVEMENT*
*RIGHT OF WAY*
*PROPERTY LINE*
*CENTERLINE*
*EXISTING BLOCK WALL*
*FLOWLINE*
*FILL SLOPE*
*INDICATES DIRECTION OF FLOW*
*EXITING CONTOUR (FEET)* (1500)
*PROPOSED CONTOUR (FEET)* 1500
*PROPOSED BLOCK WALL*

## VICINITY MAP




## LEGAL DESCRIPTION

*THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BANNING, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:*

*PARCEL 1:*
*THE WESTERLY 198.00 FEET OF BLOCK 273 OF LANDS OF THE BANNING LAND COMPANY, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 44 OF MAPS, SAN BERNARDINO COUNTY RECORDS. EXCEPT THAT PORTION IN THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, ACQUIRED BY UNITED STATES CONGRESSIONAL GRANT.*

*PARCEL 2:*
*BLOCK 274 OF LANDS OF THE BANNING LAND COMPANY, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 44 OF MAPS, SAN BERNARDINO COUNTY RECORDS. EXCEPT THAT PORTION IN THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, ACQUIRED BY UNITED STATES CONGRESSIONAL GRANT.*

*PARCEL 3:*
*THE EAST ONE-HALF LOT OF 285 IN BANNING, AS SHOWN BY A CERTAIN MAP ENTITLED 'AMENDED MAP OF BANNING LAND CO., AS PER MAP RECORDED IN BOOK 9, PAGE 44 OF MAPS, RECORDS OF SAN BERNARDINO, CALIFORNIA. EXCEPTING THEREFROM THAT PORTION IN THE RIGHT OF WAY ACQUIRED BY THE UNITED STATES CONGRESSIONAL GRANT.*

*APN: 540-180-020, 540-180-022, AND 540-180-026*

## EASEMENT NOTES

*THE FOLLOWING ITEM WERE FOUND IN TITLE REPORT NO. 987-30095142-MAM DATED NOVEMBER 11, 2022 BY FIDELITY NATIONAL TITLE INSURANCE COMPANY:*

*PLOTTABLE ITEMS W/ (#)*

*3 COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, AS SET FORTH IN THE DOCUMENT RECORDED IN BOOK 37, PAGE 234 DEED. THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD AND IS NOT PLOTTED HEREON.*

*4 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS RESERVED IN A DOCUMENT: RESERVED BY: BANNING LAND COMPANY, A CORPORATION AND BANNING WATER COMPANY PURPOSE: INGRESS, EGRESS, CONSTRUCTION AND MAINTENANCE OF IRRIGATION DITCHED PIPES OR FLUMES RECORDING DATE: MARCH 18, 1895 RECORDING NO: IN BOOK 31, PAGE 50 DEEDS THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD AND IS NOT PLOTTED.*

*5 AN EASEMENT FOR DITCHED, PIPES OR FLUMES PURPOSES TO BANNING LAND COMPANY AND BANNING WATER COMPANY, RECORDED FEBRUARY 19, 1899 IN BOOK 92, PAGE 175, DEEDS. THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD AND IS NOT PLOTTED HEREON.*

*(6) AN EASEMENT FOR UTILITIES PURPOSES TO CITY OF BANNING, RECORDED MAY 12, 1958 AS INSTRUMENT NO. 34017, OFFICIAL RECORDS. EASEMENTS LIES WITHIN SURVEYED PROPERTY AND IS PLOTTED HEREON.*

*(7) AN EASEMENT FOR TELEPHONE LINES, CONSISTING OF POLES, NECESSARY GUYS AND ANCHORS PURPOSES TO CITY OF BANNING, RECORDED MAY 12, 1958 AS INSTRUMENT NO. 34023, OFFICIAL RECORDS. EASEMENT LIES WITHIN SURVEYED PROPERTY AND IS PLOTTED HEREON.*

*(8) AN EASEMENT FOR PIPE LINES AND CONDUITS PURPOSES TO THE CITY OF BANNING, RECORDED JULY 7, 1958 AS INSTRUMENT NO. 48052, OFFICIAL RECORDS. EASEMENTS AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON.*

## BASIS OF BEARINGS

*THE BASIS OF BEARINGS USED ON THIS SURVEY IS THE CENTERLINE OF WEST LINCOLN STREET BEARING NORTH 88°54'45" EAST AS SHOWN ON RECORD OF SURVEY BOOK 112 PAGE 60 RECORDS OF SAID COUNTY.*

## LIST OF ENCROACHMENTS

*NONE TO STATE*

## BENCHMARK INFORMATION

*BENCHMARK NO. H1311*

*DESCRIPTION: IN BANNING, AT THE CROSSING OF THE SOUTHERN PACIFIC RAILROAD AND 8TH STREET, IN THE NORTHEAST END OF THE ABUTMENT OF A RAILROAD BRIDGE.*

*ELEVATION: 2,364.82 FEET (NAVD88)*

## UTILITIES:

| | |
|---|---|
| *WATER, SEWER, & TRASH:* | *CITY OF BANNING (951) 922-3185* |
| *ELECTRICITY:* | *BANNING ELECTRIC UTILITY (951) 922-3185* |
| *GAS:* | *THE GAS COMPANY (800) 427-2200* |

## FLOOD ZONE NOTE:

*PROPERTY IS LOCATED WITHIN UNSHADED FEMA ZONE X: "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."*

*PER FIRM NO. 06065C0817G EFFECTIVE DATE: AUGUST 28, 2008*

40 0 40 80 120
SCALE: 1"=40'

BONADIMAN
JOSEPH E. BONADIMAN & ASSOCIATES, INC.
ENGINEERS - C.I.S. - SURVEYING - PLANNING
TEL. (909) 885-3806
234 NORTH ARROWHEAD AVE.
SAN BERNARDINO, CA 92408
FAX (909) 381-1721
www.bonadiman.com

## TENTATIVE PARCEL MAP No. 38659

BROWN STRAUSS STEEL
CITY OF BANNING, CA 92220
APN 540-180-020, 022, 026

REVISIONS

| NO | DESCRIPTION | BY | APPROVED | DATE |
|---|---|---|---|---|
| | | | | |

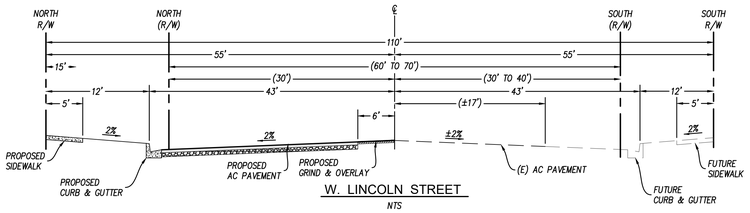
PREPARED FOR: BREMCO CONSTRUCTION

| | | | |
|---|---|---|---|
| DRAWN BY: JTS | SCALE: 1" = 60' | SHEET: 1 OF 3 | |
| CHECKED BY: JTS | JOB NO: 225047 | | |
| DISREGARD PRINTS BEARING EARLIER REVISION DATES → | 11-06-23 | | |

# PRELIMINARY SITE/GRADING PLAN

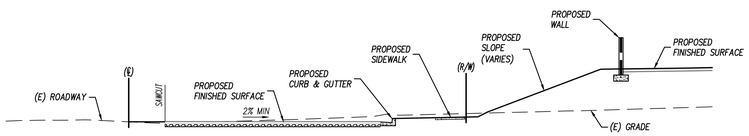
# BROWN STRAUSS - BANNING

## IN THE CITY OF BANNING, CALIFORNIA

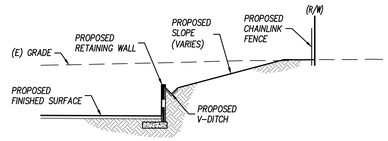



W. LINCOLN STREET

NTS




SECTION A




SECTION B

## OWNER/DEVELOPER

BROWN STRAUSS, INC.
2495 URAVAN STREET
AURORA, CO 80011

CONTACT: KRIS FARRIS
PHONE: (310) 694-1001

## ENGINEER

JOSEPH E. BONADIMAN & ASSOCIATES, INC.
234 N. ARROWHEAD
SAN BERNARDINO, CA 92408
TEL: (909) 885-3806
FAX: (909) 381-1721

## ARCHITECT

VERTREES A&E
532 E. LAMBERT ROAD
BREA, CA 92821
(714) 255-9645

## UTILITIES:

| | |
|---|---|
| WATER, SEWER, & TRASH: | CITY OF BANNING (951) 922-3185 |
| ELECTRICITY: | BANNING ELECTRIC UTILITY (951) 922-3185 |
| GAS: | THE GAS COMPANY (800) 427-2200 |

## PROJECT AREAS:

| | |
|---|---|
| GROSS AREA: | 687,683 SF/15.79 AC |
| NET AREA: | 621,431 SF/14.27 AC |
| DISTURBANCE AREA: | 687,683 SF/15.79 AC |
| BUILDING AREA | 46,454 SF/1.07 AC |
| WAREHOUSE | 43,510 SF |
| OFFICE | 3,452 SF |
| CONCRETE/ASPHALT | 419,539 SF/9.63 AC |
| GRAVEL | 92,982 SF/2.13 AC |
| LANDSCAPING | 62,456 SF/1.44 AC |
| TOTAL | 621,431 SF/14.27 AC |

## SITE INFORMATION

| | |
|---|---|
| PUBLIC ROADS: | |
| W. LINCOLN STREET: | ARTERIAL HIGHWAY |
| ULTIMATE R/W: | 110' |
| PARCELS: | |
| ASSESSOR'S PARCEL NUMBER: | 540-180-020, 022, & 026 |
| EX PARCEL 1: | 106,300 SF/2.44 AC |
| EX PARCEL 2: | 356,505 SF/8.18 AC |
| EX PARCEL 3: | 188,741 SF/4.33 AC |
| GROSS ACREAGE: | 651,546 SF/14.96 AC |
| LOT A: | 30,114SF/0.69 AC |
| NET ACREAGE: | 621,432 SF/14.27 AC |
| ZONING: | |
| EXISTING ZONING: | GENERAL COMMERCIAL & INDUSTRIAL |
| PROPOSED ZONING: | INDUSTRIAL |
| EXISTING LAND USE CATEGORY: | VACANT |
| PROPOSED LAND USE: | STEEL YARD |
| FEMA DESIGNATION: | UNSHADED ZONE X |

## EARTHWORK ESTIMATE QUANTITIES:

CONSTRUCTION MAY VARY.

CUT 47,965 CUBIC YARDS
FILL 45,717 CUBIC YARDS

EARTH WORK QUANTITIES NOTE: THE ABOVE LISTED QUANTITIES REFLECT THE ENGINEER'S ESTIMATE OF THE RAW VOLUMES OF MATERIAL CUT AND FILLED. THESE QUANTITIES ARE FOR ESTIMATING AND BONDING PURPOSE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR COMPUTING HIS OWN QUANTITIES FOR CONTRACT PURPOSES.

## FLOOD ZONE NOTE:

PROPERTY IS LOCATED WITHIN UNSHADED FEMA ZONE X: "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

PER FIRM NO. 06065C0817G EFFECTIVE DATE: AUGUST 28, 2008

## SOURCE OF TOPOGRAPHY:

MAPPING OF EXISTING CONDITIONS WERE ESTABLISHED BY 1-FOOT CONTOUR INTERVALS, PROVIDED BY ANACAL ENGINEERING COMPANY PER ALTA SURVEY DATED NOVEMBER 30, 2022.

## CONSTRUCTION NOTES

1.) CONTRACTOR SHALL CONTACT THE INSPECTION DIVISION OF THE PUBLIC WORKS DEPARTMENT AT LEAST 48 HOURS PRIOR TO STARING WORK ON THE PROJECT.

2.) A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD WITH THE CITY ENGINEER OR HIS DESIGNATED REPRESENTATIVE PRIOR TO BEGINNING CONSTRUCTION. THIS MEETING SHALL BE SCHEDULED WITH THE DEPARTMENT OF PUBLIC WORKS AT THE TIME THE NOTIFICATION OF WORK COMMENCEMENT IS GIVEN.

## DRAINAGE NOTES

REFER TO THE PRELIMINARY HYDROLOGY & HYDRAULICS REPORT PREPARED BY JOSEPH E. BONADIMAN & ASSOCIATES, INC. (FEBUARY 2023) FOR LOCATION OF OFFSITE AND ONSITE DRAINAGE AREAS, RELIMINARY SIZING OF DRAINAGE FACILITIES, AND AN OVERLAY OF THE PROJECT SITE ON APPLICABLE FEMA FLOOD MAP(S).

## OWNER STATEMENT

"I AM THE OWNER OF THE PROPERTY AFFECTED BY THIS SITE PLAN. PRIOR TO REQUESTING A CERTIFICATE OF OCCUPANCY, I WILL SUBMIT A NOTARIZED STATEMENT AS FOLLOWS: 'I CERTIFY THAT THE SITE IMPROVEMENTS ARE COMPLETE AND IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS.' THIS CERTIFICATION WILL BE BASED ON OBSERVATIONS OF AND SUPERVISION OF CONSTRUCTION BY MY REPRESENTATIVE OR ME. I UNDERSTAND THAT THE CERTIFICATE OF OCCUPANCY WILL NOT BE APPROVED UNTIL THIS CERTIFICATION HAS BEEN MADE."

## LEGAL DESCRIPTION

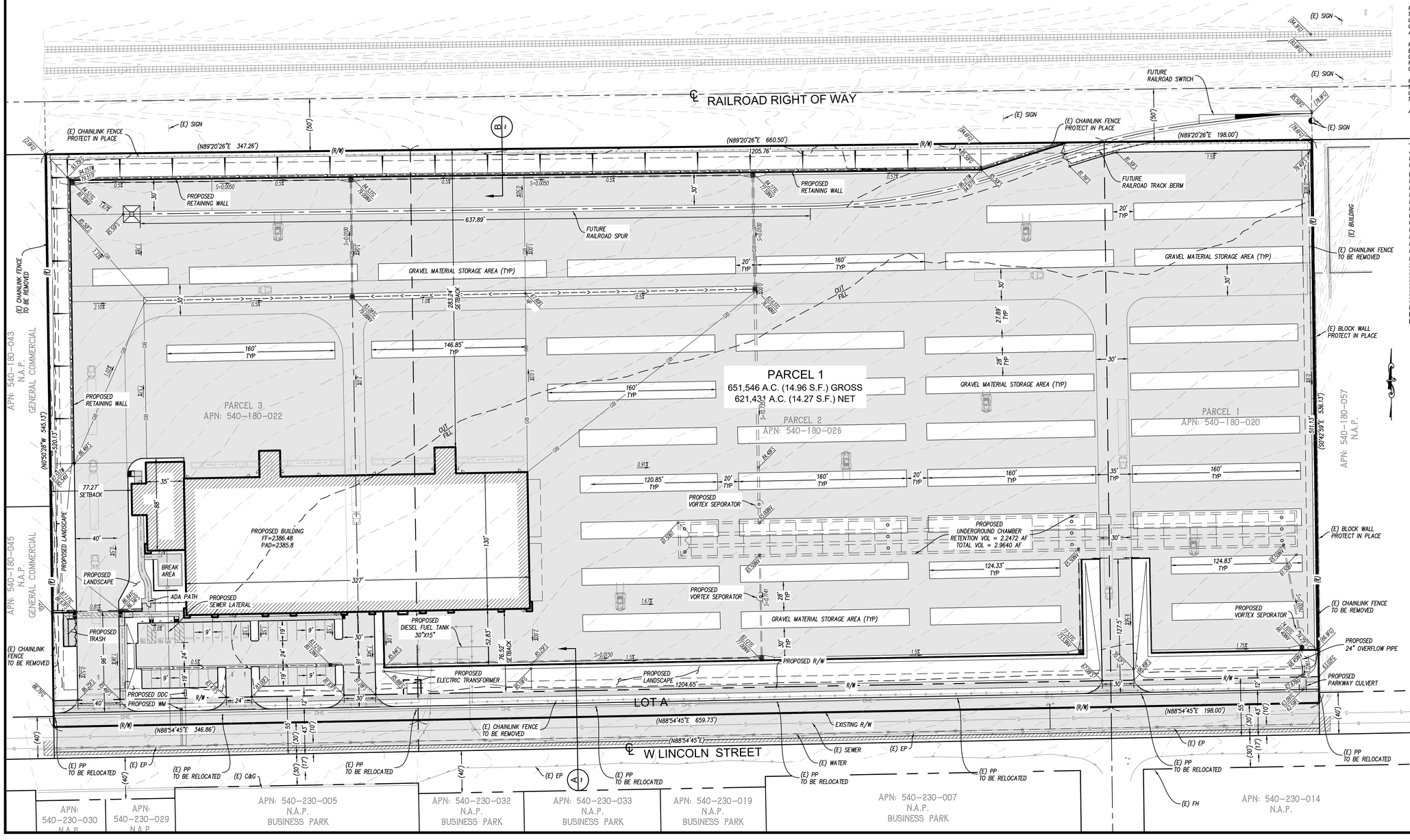
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BANNING, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:
THE WESTERLY 198.00 FEET OF BLOCK 273 OF LANDS OF THE BANNING LAND COMPANY, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 44 OF MAPS, SAN BERNARDINO COUNTY RECORDS. EXCEPT THAT PORTION IN THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, ACQUIRED BY UNITED STATES CONGRESSIONAL GRANT.

PARCEL 2:
BLOCK 274 OF LANDS OF THE BANNING LAND COMPANY, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 44 OF MAPS, SAN BERNARDINO COUNTY RECORDS. EXCEPT THAT PORTION IN THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, ACQUIRED BY UNITED STATES CONGRESSIONAL GRANT.

PARCEL 3:
THE EAST ONE-HALF LOT OF 285 IN BANNING, AS SHOWN BY A CERTAIN MAP ENTITLED 'AMENDED MAP OF BANNING LAND CO., AS PER MAP RECORDED IN BOOK 9, PAGE 44 OF MAPS, RECORDS OF SAN BERNARDINO, CALIFORNIA, EXCEPTING THEREFROM THAT PORTION IN THE RIGHT OF WAY ACQUIRED BY THE UNITED STATES CONGRESSIONAL GRANT.

APN: 540-180-020, 540-180-022, AND 540-180-026



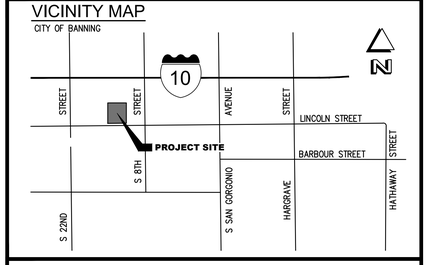

## LEGEND:

| | |
|---|---|
| ASPH ASPHALT SURFACE | EXISTING CONCRETE SURFACE |
| BT BOTTOM OF TRENCH | PROPOSED CONCRETE SURFACE |
| ℄ CENTER LINE | PROPOSED AC PAVEMENT |
| (E) EXISITNG | |
| EP EDGE OF PAVEMENT | |
| FF FINISH FLOOR | |
| FG FINISH GRADE | RIGHT OF WAY |
| FL FLOWLINE | PROPERTY LINE |
| FS FINISHED SURFACE | |
| GB GRADE BREAK | CENTERLINE |
| GW GUY WIRE | |
| INV INVERT OF PIPE | EXISTING BLOCK WALL |
| MH MANHOLE | |
| NTS NOT TO SCALE | FLOWLINE |
| ℄ PROPERTY LINE | |
| PP POWER POLE | FILL SLOPE |
| SMH SEWER MANHOLE | |
| TC TOP OF CURB | INDICATES DIRECTION OF FLOW |
| TF TOP OF FOOTING | |
| TG TOP OF GRATE | EXITING CONTOUR (FEET) |
| TW TOP OF WALL | |
| TYP TYPICAL | PROPOSED CONTOUR (FEET) |
| UTIL UTILITY | |
| WI WROUGHT IRON | PROPOSED BLOCK WALL |
| WV WATER VALVE | |

40 0 40 80 120

SCALE: 1"=40'

## VICINITY MAP




BONADIMAN
JOSEPH E. BONADIMAN & ASSOCIATES, INC.
ENGINEERS • C.I.S. • SURVEYING • PLANNING
TEL. (909) 885-3806
234 NORTH ARROWHEAD AVE.
SAN BERNARDINO, CA 92408
FAX (909) 381-1721
www.bonadiman.com

# PRELIMINARY SITE/GRADING PLAN

BROWN STRAUSS STEEL
CITY OF BANNING, CA 92220
APN 540-180-020, 022, 026

REVISIONS

| NO | DESCRIPTION | BY | APPROVED | DATE |
|---|---|---|---|---|
| | | | | |

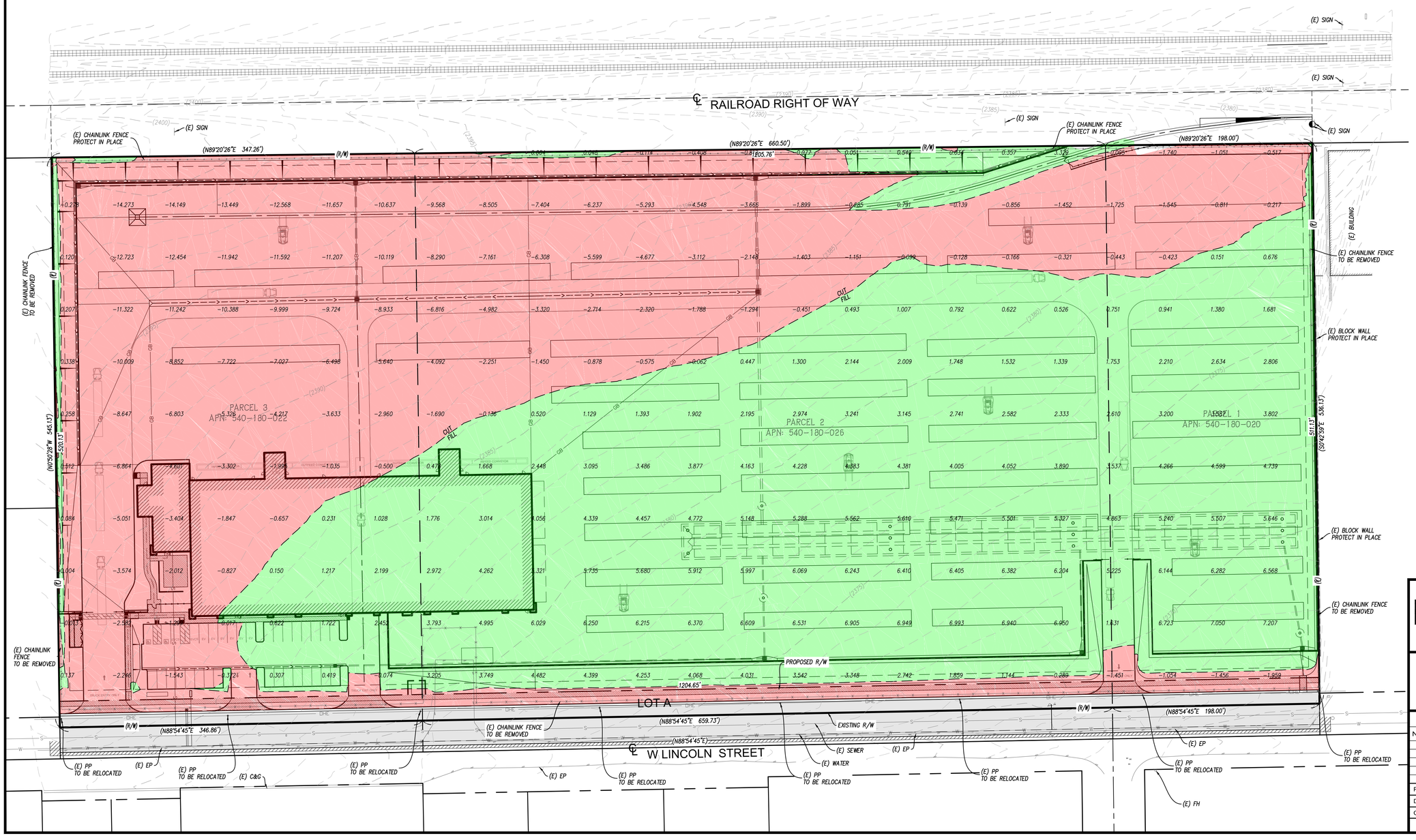
PREPARED FOR: BREMCO CONSTRUCTION

| | | | |
|---|---|---|---|
| DRAWN BY: JTS | SCALE: 1" = 40' | SHEET: 2 OF 3 | |
| CHECKED BY: JTS | JOB NO: 225047 | | |
| DISREGARD PRINTS BEARING EARLIER REVISION DATES → | 11-06-23 | | |

# PRELIMINARY CUT/FILL MAP

# BROWN STRAUSS - BANNING

IN THE CITY OF BANNING, CALIFORNIA




## EARTHWORK ESTIMATE QUANTITIES:

*CONSTRUCTION MAY VARY.*

*CUT 47,965 CUBIC YARDS*
*FILL 45,717 CUBIC YARDS*

*EARTH WORK QUANTITIES NOTE: THE ABOVE LISTED QUANTITIES REFLECT THE ENGINEER'S ESTIMATE OF THE RAW VOLUMES OF MATERIAL CUT AND FILLED. THESE QUANTITIES ARE FOR ESTIMATING AND BONDING PURPOSE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR COMPUTING HIS OWN QUANTITIES FOR CONTRACT PURPOSES.*

| Elevations Table | | | |
|---|---|---|---|
| Number | Minimum Elevation | Maximum Elevation | Color |
| 1 | −15.9515 | 0.0000 | |
| 2 | 0.0000 | 7.7000 | |

40 0 40 80 120

SCALE: 1"=40'

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## PRELIMINARY CUT/FILL MAP

BROWN STRAUSS STEEL
CITY OF BANNING, CA 92220
APN 540-180-020, 022, 026

REVISIONS

| NO | DESCRIPTION | BY | APPROVED | DATE |
|---|---|---|---|---|
| | | | | |

| | | | |
|---|---|---|---|
| PREPARED FOR: | BREMCO CONSTRUCTION | | |
| DRAWN BY: JTS | SCALE: 1" = 40' | SHEET: 3 OF 3 | |
| CHECKED BY: JTS | JOB NO: 225047 | | |
| DISREGARD PRINTS BEARING EARLIER REVISION DATES | 11-06-23 | | |

Print Form

# Notice of Determination

**Appendix D**

**To:**

☒ Office of Planning and Research

*U.S. Mail:* P.O. Box 3044, Sacramento, CA 95812-3044

*Street Address:* 1400 Tenth St., Rm 113, Sacramento, CA 95814

☒ County Clerk
County of: Riverside
Address: 4080 Lemon Street
Riverside, CA 92501

**From:**

Public Agency: City of Banning
Address: 99 E. Ramsey Street
Banning, CA 92220-0998
Contact: Emery Papp, Senior Planner
Phone: (951) 922-3125

Lead Agency (if different from above):

Address:

Contact:
Phone:

***SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.***

State Clearinghouse Number (if submitted to State Clearinghouse): 2024041145

Project Title: Brown Strauss Industrial Project

Project Applicant: Brown Strauss Steel

Project Location (include county): Riverside

Project Description:

General Plan Amendment 23-2502, Zone Change 23-3502, Tentative Parcel Map 23-4002, and Design Review 23-7008 to allow for the construction and operation of a steel distribution facility with a 42,510 square-foot warehouse building of which 3,434 square feet is designated for office space on 14.92 gross acres of land located in the Industrial (I) and General Commercial (GC) zoning districts and generally located on the north side of Lincoln Street between South 8th street and South 16th Street (APN Nos.

This is to advise that the City of Banning City Council has approved the above
(☒ Lead Agency or ☐ Responsible Agency)

described project on June 25, 2024 (date) and has made the following determinations regarding the above described project.

1. The project [☐ will ☒ will not] have a significant effect on the environment.
2. ☐ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
   ☒ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [☒ were ☐ were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [☒ was ☐ was not] adopted for this project.
5. A statement of Overriding Considerations [☐ was ☒ was not] adopted for this project.
6. Findings [☒ were ☐ were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:
City of Banning Community Development Department, 99 E. Ramsey Street, Banning, CA 92220-0998

Signature (Public Agency): _____ Title: Community Development Director

Date: _____ Date Received for filing at OPR: _____

Authority cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.

Revised 2011

# City of Banning

## Community Development Department

NOTICE OF PUBLIC HEARING AND NOTICE OF INTENT (NOI) TO ADOPT A MITIGATED NEGATIVE DECLARATION (MND)(EA 23-1506) FOR CONSIDERATION OF GENERAL PLAN AMENDMENT 23-2502, ZONE CHANGE 23-3502, TENTATIVE PARCEL MAP 23-4002, AND DESIGN REVIEW 23-7008, A PROPOSAL TO ALLOW FOR THE NEW CONSTRUCTION AND OPERATION OF A STEEL DISTRIBUTION FACILITY WITH A 42,510 SQUARE-FOOT WAREHOUSE BUILDING OF WHICH 3,434 SQUARE FEET IS DESIGNATED FOR OFFICE SPACE ON 14.92 GROSS ACRES OF LAND LOCATED ON THE NORTH SIDE OF WEST LINCOLN STREET BETWEEN SOUTH 8TH STREET AND SOUTH 16TH STREET (APN Nos. 540-180-020, 540-180-022 and 540-180-026).

NOTICE IS HEREBY GIVEN of a public hearing before the City of Banning City Council, to be held on Tuesday, June 25, 2024, at 5:00 p.m. in the Council Chambers, City Hall, 99 East Ramsey Street, Banning, California, to consider an Initial Study/Mitigated Negative Declaration for General Plan Amendment 23-2502, Zone Change 23-3502, Tentative Parcel Map 23-4002, and Design Review 23-7008 to allow for the construction and operation of a steel distribution facility with a 42,510 square-foot warehouse building of which 3,434 square feet is designated for office space on 14.92 gross acres of land located on the north side of Lincoln Street between South 8th street and South 16th Street (APN Nos. 540-180-020, 540-180-022 and 540-180-026). The Community Development Department has determined, on the basis of the Initial Study, that the project will not have a significant effect on the environment with implementation of recommended mitigation measures. In accordance with the disclosure requirements of CEQA Guidelines Section 15072(g)(5), the Project site is not listed as a hazardous property as designated under Section 65962.5 of the Government Code.

An Initial Study/Mitigated Negative Declaration (IS/MND) prepared for the project was made available for public review and comment for a 30-day public review and comment period prior to the public hearing beginning FRIDAY, APRIL 26, 2024, and concluding MONDAY, MAY 27, 2024.

PLANNING COMMISSION ACTION: At a duly noticed public hearing held on May 29, 2024, the Planning Commission of the City of Banning adopted Resolution 2024-13, recommending that the City Council approve the Mitigated Negative Declaration, General Plan Amendment, Zone Change, Tentative Parcel Map, Design Review and parking reduction for the proposed Project.

Information regarding the Initial Study/Mitigated Negative Declaration can be obtained by contacting the City's Community Development Department at (951) 922-3125, or by visiting the following link:
https://banningca.gov/Archive.aspx?AMID=60&Type=&ADID=

To observe the live meeting through your personal computer, but not participate with video or oral comments, you may use your computer or smart phone to enter the following or click on the link: https://banninglive.viebit.com or on the Banning Government Channel on Cable Television.

All parties interested in speaking either in support of or in opposition to this item are invited to attend the public hearing or by sending their written comments by email to the Administrative City Clerk at cityclerks@banningca.gov or by mail to the City Clerk at City of Banning at PO Box 998, Banning, CA 92220.

If you challenge any decision regarding the above proposal in court, you may be limited to raising only those issues you or someone else raised in written correspondence delivered to the Administrative City Clerk prior to, at, or during the time the City Council makes
its recommendation on the proposal; or you or someone else raised at the public hearing or in written correspondence delivered to the hearing body at, or prior to, the hearing (California Government Code, Section 65009).

BY ORDER OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA.

/s/ Emery J. Papp, Senior Planner
Dated: June 11, 2024
Publish: June 14, 2024

**CITY OF BANNING**

**PROJECT NUMBERS:** DR 23-7008, ENV 23-1506, GPA 23-2502, ZC 23-3502 and TPM 23-4002 (TPM 38659)

# PROJECT VICINITY

**ADDRESSES/APN's:** 1219 and 1431 W. Lincoln Street/540-180-020, 540-180-022, 540-180-026

**ZONES:** Industrial (I) and General Commercial (GC)

N W E S

0 100 200 300 400 500 Feet

5/25/2023

WILLDAN Engineering extending your reach

PROJECT LOCATION

540-180-022

540-180-026

540-180-020

1219

1431

HAYS ST

RAMSEY ST

LINCOLN ST

BARBOUR ST

MONROE ST

JEFFERSON ST

ADAMS AVE

16TH ST

12TH ST

8TH ST

6TH ST

FASHION WAY

UNION PACIFIC RAILROAD

10

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Com

# CITY OF BANNING
# STAFF REPORT

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Douglas Schulze, City Manager** |
| **PREPARED BY:** | **Doug Schulze, City Manager** |
| **MEETING DATE:** | **June 25, 2024** |
| **SUBJECT:** | **Consider Pledging $50,000 per Year to Blue Zones Activate Banning Beginning 7/1/2025 for a Period of Three (3) Years** |

---

**RECOMMENDATION:**

A motion approving, by minute order, an annual pledge of $50,000 for a period of three (3) years to the Blue Zones Activate Banning Project beginning 7/1/2025.

**BACKGROUND:**

The City Council received a presentation from Dan Buettner of Blue Zones at the May 28, 2024 meeting. The Blue Zones community engagement process involved many stakeholders and interested community members. The Blue Zones team has been successful in obtaining funding for the majority of the project costs, but is asking each participating community to contribute a small amount of funding as an expression of support and commitment. The suggested annual contribution for the City of Banning is $50,000 annually for three years.

**JUSTIFICATION:**

One of the City Council adopted priorities is to create a healthy community and well-planned neighborhoods. The Blue Zones program will be significant resources to assist the City in achieving these goals and the pledge will leverage several million dollars of support services from subject matter experts.

**FISCAL IMPACT:**

FY 2025-26 - $50,000
FY 2026-27 - $50,000
FY 2027-28 - $50,000

**ALTERNATIVES:**

1) Approve as recommended.
2) Approve with modification(s).
3) Do not approve.

**CITY OF BANNING**
**STAFF REPORT**

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Douglas Schulze, City Manager** |
| **PREPARED BY:** | **Ralph Wright, Parks and Recreation Director**<br>**Ralph Wright, Parks and Recreation Director** |
| **MEETING DATE:** | **June 25, 2024** |
| **SUBJECT:** | **Consideration of Resolution 2024-107, Naming the former National Guard Armory Building the Arthur 'Art' L. Welch Community Center** |

---

**RECOMMENDATION:**

Adopt Resolution 2024-107.

**BACKGROUND:**

At the Regular meeting of the Banning City Council, held on May 14, 2024, the City Council considered Resolution 2024-60, a Resolution of the City Council of the City of Banning, naming the former National Guard Armory Building the, Arthur "Art" L. Welch Community Center." During the Council's review and discussion of this item, the Council determined it would be prudent to have the Parks and Recreation Commission weigh in on the item since the unofficial plan for the Armory building will be for its future use as a community center, and adopted a motion to table the item and refer it to the Parks and Recreation Commission to review and provide a recommendation to the City Council on naming the facility.

On June 6, 2024, the Parks and Recreation Commission held a Special Meeting of the Banning Parks and Recreation Commission and received public input on naming the former National Guard Armory building. After a discussion regarding potential naming options and substantial public input, the Commissioners in attendance unanimously recommended to the Banning City Council to name the former National Guard Armory Building after Arthur "Art" L Welch. In addition, the Parks and Recreation Commission discussed development of other naming and recognition options in the City including a military banner program and potential naming of future Parks and Recreation facilities that they hoped to bring forward to the City Council in the future.

**Naming Policy 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.

**History of the Armory Building:**

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 local and Regional Bio:**
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:**

After review and the receipt of public input, the Banning Parks and Recreation Commission unanimously recommended to name the former Armory building after Arthur Welch. 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. 2024-107.
2. Do not adopt Resolution No. 2024-107.

**ATTACHMENTS:**

1. Resolution 2024-107, Armory Welch.docx
2. CC Resolution No. 1994-046.pdf

**RESOLUTION 2024-107**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, NAMING THE FORMER NATIONAL GUARD ARMORY BUILDING THE ARTHUR "ART" LEE 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 for the many years of service to the City of Banning and its citizens; and

**WHEREAS**, at a Special Meeting of the Banning Parks and Recreation Commission, held on June 6, 2024, the Banning Parks and Recreation Commission members present unanimously recommended to the Banning City Council to name the former Armory building located at 2041 W. Nicolet Street, the Arthur "Art" L Welch Community Center.

**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 former National Guard Armory Building located at 2041 W. Nicolet Street in Banning, will be named 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 25th day of June 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 2024-107, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of June 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:** | **Nate Smith, Deputy Director of Public Works/City Engineer**<br>**Art Vela, Director of Public Works** |
| **MEETING DATE:** | **June 25, 2024** |
| **SUBJECT:** | **Consideration of Resolution 2024-108, Awarding a Contract for Landscape Operation and Maintenance for Landscape Maintenance District (LMD) No. 1 with Mariposa Landscapes, Inc. of Irwindale, California for Fiscal Year 2024/2025 in the Amount of "not to exceed" $93,211.26 and discuss budget constraints within the LMD No. 1** |

---

**RECOMMENDATION:**

Adopt Resolution 2024-108.

**BACKGROUND:**

LMD No. 1 in the City of Banning was established through the adoption of Resolution No. 1990-59 on August 14, 1990 (9 tracts), with another, Tract No. 22913 being annexed into LMD No. 1 in 1992. 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. There are currently eleven (11) Zones and 1,034 assessment units.

LMD No. 1 currently consists of seventeen (17) accepted tracts in eleven (11) Zones: Tract Nos. 21882, 22810, 22811, 22913, 23446 (including the median on Highland Home Road), 23598, 28252, 29721, 30186, 30222 (including Richard Sanchez Park), 30793, 31833, 31834, 31835, 32109, 30906 and 32370.

The purpose of LMD No. 1 is for the maintenance and servicing of landscape medians and parkways, perimeter strips and backup walls, landscaped hillsides with high visibility, side slopes adjacent to sidewalks, retention basins, and the irrigation of the above facilities all of which are part of residential development projects. LMD No. 1, by special benefit assessments, provides funding for the servicing and maintenance of designated landscape areas within the City of Banning.

The previous contractor, Artistic Maintenance, Inc. was awarded the initial Operation and Maintenance Contract on June 11, 2019 and continued for four additional single years with Amendments approved by City Council each year, at a very reasonable cost. This firm elected not to provide a Bid on this RFP solicitation. On April 5, 2024, Purchasing Division staff released a Request for Proposals (RFP) through the OpenGov program notifying qualified firms of the opportunity to provide proposals, RFP 24-061, "Operation and Maintenance of LMD No. 1" and advertised it in the Press Enterprise on April 11, 2024. The Scope of Work includes providing all the labor, tools, materials, and equipment necessary to provide landscape maintenance services of LMD No.1. This includes performing seasonal maintenance

and inspection, checking the operation of all irrigation systems, and identifying required repairs and, if necessary, the labor for replacing trees, flowers or shrubs within landscaped areas that are maintained under the contract.

The detailed scope of work is outlined in Attachment 3, the RFP and in the attached recommended contractor's proposal (Attachment 4). A mandatory pre-bid meeting and job walk was held on April 18, 2024 with six (6) firms attending. The deadline to submit proposals was May 9, 2024 and two (2) firms responded with submittals.

An evaluation committee consisting of three (3) Public Works Dept. staff, evaluated the two (2) proposals that were received based on price, qualifications, experience and project understanding, approach (implementation plan) and methodology, and references.

Listed below are the two (2) firms that submitted proposals, in order of the total average score received from the three (3) evaluators:

| CONSULTANT | TOTAL SCORE |
|---|---|
| Mariposa Landscapes, Inc. | 83.0 |
| Urban Habitat | 61.7 |

Mariposa is a reputable qualified firm that has successfully provided services to the City in the past and is the current contractor for the landscaping of City facilities.

Budget Constraints

The cost proposal of $115,142.88 received by Mariposa was more than 2.5 times what the previous contractor charged for FY 23/24. Thus, the Deputy Director of Public Works/City Engineer, along with Public Works Dept staff, met with Mariposa to revise the Scope of Work to cut costs to meet the current budget of each Zone. They determined which services and locations could logically be reduced. For example, the mowing schedule was reduced from weekly to biweekly and monthly during the slow growth season and the shrubs and ground cover will be maintained twice/year instead of four times/year in parts of Zones, 1, including at Richard Sanchez Park. Similar reductions in services were made in Zones 2,4,5,9 and 10/11 (the retention basin tree trimming, and monthly maintenance was removed). This resulted in a revised Scope of Work, shown as Attachment 6, and a total cost of $78,211.26.

If approved, the Contract Agreement is for a term of twelve (12) months ($6,517.61/month; $78,211.26/year) with the possibility of an option to renew for up to four (4) single additional years (for a total of five (5) single years) upon a satisfactory yearly review of the previously provided services. If approved, extensions to the Contract Agreement will terminate no later than June 30, 2029. Irrigation repairs, materials, tree, shrub, ground cover and plant material replacements are paid for as an added cost, separate from this contract. Thus, an additional $15,000 is being added to the contract award. Attachment 7 is the Draft Professional Services Agreement.

The estimated expenses for FY 24/25 are $155,028.11 (based on FY 2023/2024 actual costs with previous contractor which was quite low), a surplus of approximately $4,141.80 for the overall District. However, Mariposa's costs are more so there likely will not be a surplus next year. It should be noted that each zone within the District has its own fund balance separate from other zones.

**JUSTIFICATION:**

The Public Works Department does not have the required field staff needed to maintain LMD No. 1 landscape areas; therefore, it is necessary to retain a landscape maintenance contractor to provide these services.

**FISCAL IMPACT:**

Fund No. 111 (Landscape Maintenance Assessment District No.1), Account No. 111-4900-432-23.29 (Landscape Maintenance) will be utilized to fund this contract for Fiscal Year 2024/2025 in the amount of "not to exceed" $93,211.26. It will fund the monthly operation and maintenance portion of the Agreement ($78,211.26/year) and also be used to fund miscellaneous "as-needed" expenses related to irrigation repairs and landscaping replacement in the amount of up to $15,000. The completion of miscellaneous repairs and replanting will be dependent on funding available in each individual zone. This is in the biennial budget.

**ALTERNATIVES:**

1. Adopt Resolution 2024-108 as recommended.
2. Adopt Resolution 2024-108 with modifications.
3. Do not approve Resolution 2024-108 and provide alternative direction to staff. The City Council may choose to reject this action which would result in an interruption of services in the landscape maintenance of LMD No. 1. The City does not have staff resources to perform the landscape maintenance tasks.

**ATTACHMENTS:**

1. Resolution 2024-108, Mariposa.docx
2. Exhibit A - Draft PSA with Mariposa.pdf
3. Attach 2. LMD No. 1 Map and Zones 1 thru 11 Combined.pdf
4. Attach 3. RFP 24-061 Operation & Maintenance of LMD No. 1.pdf
5. Attach 4. Mariposa Landscapes, Inc. Proposal.pdf
6. Attach 5. Mariposa Original Cost Proposal.pdf
7. Attach 6. Mariposa Revised Pricing Proposal, reduced SOW, 05-30-2024.pdf

**RESOLUTION 2024-108**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING AN OPERATION AND MAINTENANCE CONTRACT TO MARIPOSA LANDSCAPES, INC. OF IRWINDALE, CALIFORNIA, IN THE AMOUNT OF $93,211.26 FOR FISCAL YEAR 2024/2025 FOR THE OPERATION AND MAINTENANCE SERVICES OF LANDSCAPE MAINTENANCE DISTRICT NO. 1**

**WHEREAS**, Landscape Maintenance District (LMD) No. 1 in the City of Banning was established through the adoption of Resolution 1990-59 on August 14, 1990 (9 tracts), with another Tract, No. 22913, being annexed into the District in 1992; 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"); 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"); and

**WHEREAS**, the Public Works Department does not have the required field staff needed to maintain the LMD No. 1 landscape areas; therefore, it is necessary to retain a landscape maintenance contractor to provide these services; and

**WHEREAS**, a Request for Proposals (RFP No. 24-061 "Operation and Maintenance of LMD No. 1") was prepared and advertised through OpenGov on April 5, 2024, notifying qualified firms of the opportunity to provide proposals, with the proposals due on May 9, 2024; and

**WHEREAS**, the scope of work includes providing all the labor, tools, materials, and equipment necessary to provide landscape maintenance services to LMD No. 1, including performing seasonal maintenance and inspection, checking the operation of all irrigation systems, and identifying required repairs and, if necessary, the labor for replacing trees, flowers or shrubs within landscaped areas that are maintained under the contract; and

**WHEREAS**, an evaluation committee consisting of three (3) Public Works Department staff members, evaluated the two (2) proposals that were received based on price, qualifications, experience and project understanding, approach (implementation plan) and methodology and references; and

**WHEREAS,** Mariposa Landscapes, Inc. had the highest combined score from the three evaluators and is a reputable qualified firm that has successfully provided services to the City in the past and is the current contractor providing landscape services for city facilities and as a result, staff recommends the contract be awarded to Mariposa Landscapes, Inc.; and

**WHEREAS,** Account No. 111-4900-432-23.29 (Landscape Maintenance) in the amount of $93,211.26 ($6,517.61/month; $78,211.26/year) will fund the monthly operation and maintenance portion of the Agreement and up to $15,000.00 will also be used to fund miscellaneous operations related to irrigation repairs and landscape replacement.

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

SECTION 1. The Banning City Council hereby awards an operation and maintenance services contract for Landscape Maintenance District No. 1 to Mariposa Landscapes, Inc of Irwindale, California, in the amount of $$93,211.26 for FY 2024/25 with the option to renew for an additional four single years, subject to a Consumer Price Index increase adjustment and satisfactory performance, and all other bids are hereby rejected.

SECTION 2. The City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement.

SECTION 3. The City Manager or his designee is authorized to execute the Professional Services Agreement as to form approved by the City Attorney

**PASSED, APPROVED AND ADOPTED** this 25th day of June 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 2024-108, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of June, 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

**Exhibit A**
Professional Services Agreement with Mariposa Landscapes, Inc.

**AGREEMENT FOR CONTRACT SERVICES (C01040) FOR LMD NO. 1 LANDSCAPE MAINTENANCE SERVICES BY AND BETWEEN CITY OF BANNING AND MARIPOSA LANDSCAPES, INC.**

THIS AGREEMENT FOR CONTRACT 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 ("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 a Request for Proposal (RFP #23-061) for the performance of the services for Landscape Maintenance Services for LMD No.1 and as further defined and described particularly in Article 1 of this Agreement.

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

C. The Parties desire to formalize the selection of Contractor 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 CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor 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, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the 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, 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 Contractor'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.

Contractor 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.

Contractor 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. Contractor 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 Contractor's performance of the Services required by this Agreement. Contractor 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, 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 and any 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 existing therein, prior to commencement of Services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Contractor shall immediately inform City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

1.6 Prevention of Loss and Damages.

Contractor 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 Contractor, 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 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 City Council. It is expressly understood by Contractor 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. Contractor hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Contractor 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 Contractor 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 Contractor'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, Contractor shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Contractor's report or plans. Should Contractor 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 Contractor. 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 Contractor 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 Contractor.

1) Contractor Representative: The following principal of Contractor is hereby designated as being the Contractor Representative authorized to act on Contractor's behalf regarding the Services specified herein and make all decisions in connection therewith:

| Name | Title |
|---|---|
| Larry Rudd | VP of Sales and Marketing |

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Contractor Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Contractor Representative 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 Contractor Representative. For purposes of this Agreement, the foregoing Contractor Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Contractor without the express written approval of City. It shall be Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Contractor shall refer any decisions which must be made by City to the Contract Officer.

2) Contractor's Personnel: Contractor 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 Contractor or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement.

Contractor shall notify City of all changes in Contractor'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 Contractor, City shall give notice as set forth in Section 8.1. Contractor shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Contractor is an independent contractor and not an employee of City. Contractor 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 Contractor or under its supervision. Contractor will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor 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. Contractor 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. Contractor 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 Contractor's personnel practices. City shall have the right to 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 Section.

1.14 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, the Contractor Representative and employees were a substantial inducement for 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 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 Contractor or any surety of Contractor 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 Contractor 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 Contractor be paid more than Ninety-Three Thousand Two Hundred Eleven Dollars and Twenty-Six Cents ($93,211.26) (the "Contract Sum"). The Contract Sum shall include the attendance of Contractor 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 Contractor is required to attend additional meetings to facilitate such coordination, Contractor 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 Contractor'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 Contractor 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 Contractor 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, Contractor is certifying compliance with all provisions of the

Agreement. Contractor shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Contractor 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 Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Contractor 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 Contractor for correction and resubmission. Review and payment by City of any invoice provided by Contractor shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

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

## 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.

Contractor shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor. 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 Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, 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 Contractor

be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Contractor'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 with optional four (4) one-year renewal periods,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.

Contractor 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 Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor 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 Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor 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 Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Contractor 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 Contractor's insurance and shall not contribute with it.

4.5 Contractor's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Contractor and Contractor's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Contractor 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, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Contractor shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Contractor 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, Contractor 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 Contractor 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 Contractor'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 Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Contractor 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. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with the City Clerk. Contractor 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. Contractor 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 Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Contractor 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, 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"), 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, its officers, agents, servants, employees, sub-contractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

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

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor 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 sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor'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. Contractor'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. 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 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. Contractor'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.

Contractor 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 Contractor's business, custody of the Service Records may be given to City, and access shall be provided by Contractor's successor in interest ("Contractor's Successor"). If custody of the Service Records is given to Contractor's Successor, Contractor shall give written notice to City of the transfer of the Service Records to Contractor's Successor. The notice shall include contact information (address and telephone number) for Contractor's Successor, and access shall be provided to City by Contractor's Successor.

5.2 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 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 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 "Contractor Documents") prepared by Contractor, 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. 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 Contractor Documents hereunder. Any use, reuse or assignment of such completed Contractor Documents for other projects and/or use of uncompleted Contractor Documents without specific written authorization by Contractor will be at City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use or assignment. Contractor may retain copies of such Contractor Documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of all Contractor Documents prepared by them; and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

5.4 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 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 Contractor gives City notice of such court order or subpoena.

C. If Contractor, or any officer, employee, agent or sub-contractor 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 attorneys' 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 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 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 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 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.

6.2 Disputes; Default.

A. In the event that City determines Contractor is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor 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 Contractor is in default in the performance of any of the terms or conditions of this Agreement, City may serve Contractor with written notice of the default. Contractor 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 Contractor 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 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 City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contractor 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.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (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 Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement, and (iv) all payments due or that become due to Contractor during the period that Contractor 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 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 Contractor 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 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.

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, Contractor 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 Contractor. 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 Contractor, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, 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 City, the period of notice may be a shorter time as 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 Contractor has initiated termination, Contractor shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Contractor has initiated termination, Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 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 Contractor, or Contractor's Successor, in the event of any default or breach by City or for any amount which may become due to Contractor or Contractor's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 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 sub-contractor 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 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. 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.

Contractor 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 Contractor'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, Contractor may perform similar services for other clients; but Contractor 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 Contractor is not currently performing services that would require Contractor 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. Contractor shall incorporate a clause substantially similar to this Section into any subcontract that Contractor executes in connection with the performance of this Agreement.

7.3 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, gender, sexual orientation, 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, or other protected class.

7.4 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.

## 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 Contractor'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: Nathan Smith<br>Deputy Director of Engineering<br>City of Banning<br>99 East Ramsey Street<br>Banning, California 92220<br>Email: nsmith@banningca.gov |
| With a courtesy copy to: | Serita R. Young, City Attorney<br>Richards, Watson & Gershon<br>350 South Grand Avenue, 37th Floor<br>Los Angeles, California 90071<br>Email: SYoung@rwglaw.com |
| If to Contractor: | Attn: Terry Noriega<br>President<br>Marisposa Landscapes, Inc.<br>6232 Santos Diaz Street<br>Irwindale, CA 91702<br>Email: terry@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 Contractor 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 Contractor with all pertinent data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against City relating to Contractor's performance of Services rendered under this Agreement, Contractor 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 Contractor 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 Contractor for anything done, furnished or relating to Contractor'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 Contractor, 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 Contractor, its employees, sub-contractors and agents.

8.9 Non-Appropriation of Funds.

Payments to be made to Contractor 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 Contractor's Services beyond the current fiscal year, this Agreement shall cover payment for Contractor'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 | | CONTRACTOR | |
|---|---|---|---|
| Douglas Schulze,<br>City Manager | Date | NAME:<br>TITLE: | Date |
| | | NAME:<br>TITLE: | Date |
| ATTEST: | | | |
| Caroline Patton<br>Administrative City Clerk | Date | Tax ID No.<br><br>Address: | |

**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.**

**EXHIBIT "A"**
**SCOPE OF SERVICES**

**I. Contractor will perform the following Services in connection with providing Landscape Maintenance Services for LMD No.1 prepared in connection therewith:**

**II.** As part of the Services, Contractor will prepare and deliver the following tangible work products and services to City:

M A R I P O S A

L A N D S C A P E S I N C

April 29, 2024

# Cover Letter

City of Banning
99 E. Ramsey Street
Banning, CA 92220
Attn: Barbara Manson
(951) 922-3121

RE: Request for Proposal, Operation and Maintenance of Landscape Maintenance District No. 1

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.

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 properties.

We value open, honest communication, ongoing staff training, and new methods and technologies that will help us do the best job possible. 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. We believe great communication is the key to every successful contract that we are awarded. For this reason, we will assign an experienced and knowledgeable Account Manager to keep in contact with the City of Banning and make sure anything that arises is addressed. He will be responsible for conducting quality inspections and will submit a monthly report to keep the appropriate Managers well informed.

Mariposa Landscapes, Inc. takes pride in the work that we do. We are willing to enter into a contract under the conditions prescribed by this RFP and in the Sample Agreement. We would be honored to work for you and beautify your properties to their ultimate potential.

**Company Name and Address**
Mariposa Landscapes, Inc.
6232 Santos Diaz St, Irwindale, CA 91702

**Contact Information**
Eduardo Salmeron, Estimator
Email: estimating@mariposa-ca.com
Phone: (626) 960-0196 Ext. 2711

Sincerely,

Terry Noriega – President

# A. Statement of Understanding and Approach

Mariposa Landscapes, Inc. takes pride in delivering high-quality service to our clients. We are dedicated to making sure the landscape we maintain in your city is mowed, pruned, watered, and trimmed to be kept away from the sidewalks. We will make sure that our crews are aware to clear debris where needed. Our service for this contract includes inspections of the sites, irrigation reporting, disease and pest control, weed control, trash control, irrigation monitoring, turf care, ground cover care, shrub care, tree care and general clean up.

## Implementation

### *Project Startup and Quality Control 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.

### *Documentation*

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 and any repairs that may be needed in the irrigation system.

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.

### *Scheduling*

Mariposa Landscapes, Inc. will submit a detailed schedule to the City of Banning which includes all the routine activities. After submission and approval of this schedule, we will be ready to start work.

### *Labor*

Our proposal is calculated to provide full time employees to the project on a year round basis. 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.

## Description of Efforts

Mariposa has read the scope of work and will make sure we complete the maintenance of the locations provided to a satisfactory level. After reading through the specifications provided by the city, we are confident we can provide the level of maintenance that the City of Banning requires. Our crew will be instructed on what the city expects and the level of maintenance that the City of Banning is looking for per the specifications. With an open line of communication with the City of Banning we can look for deficiencies that can be improved on and make sure the city is satisfied with our service.

### *Quality Control*

We perform internal quality control on our work to free up our contract monitor or client representative (be it a Public Works Inspector or Property Manager) so that he or she will have a reduced workload. This creates a positive environment for everyone involved and enhances our client relationships. Our main philosophy behind quality control is summed up in one statement “Plan your work and work your plan.”

Our Account Managers perform an initial work in process inspection when the first portion of the work activity for each work task is completed. They perform ongoing work in process quality inspections to ensure that the work tasks continue to conform to the project quality requirements. Any outstanding punch items remaining after the work task completion inspection is deemed a 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.

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.

### *Monthly Work Plans*

The Mariposa Account Manager will submit Monthly Work Plans describing maintenance operations of all areas contained within this contract and when the work, including trimming, pruning and applications of chemicals/fertilizers will be accomplished. Other work will include the removing and/or replacing of landscape materials within the scope of this Contract. The work may include landscape renovations of right-of-ways, medians, retention areas and/or common turf areas. The Account Manager will develop the Monthly Work Plans and submit them to the client representative by the 25th of the previous month prior to the regular monthly meeting. The Monthly Work Plan will correlate with the Annual Work Schedule in a more detailed form. After the plan is approved

at the regular monthly meeting the Monthly Schedule Evaluation Form will be completed with the client representative to evaluate the performance of the current month. The Mariposa Supervisor is responsible for creating and submitting these reports.

## *Irrigation Reports*

The Irrigation Technician will create the Irrigation Reports at the specified frequencies and the Mariposa Account Manager will insure their accurate and timely completion. These reports will include scheduled formal inspections, all service requests, authorized emergency work and repair of damage. The Irrigation Technician will be responsible for conducting a formal inspection and related repairs of the irrigation system as scheduled. Results of the inspection shall be recorded on the Irrigation Inspection Report and checked for accuracy and then delivered to the client representative. The frequency of these reports will vary depending on the work scope.

## *Account Manager/Client Meeting Work Quality Evaluations*

A critical aspect of the work is communication. Timely and accurate schedules address a lot of this; however, there is another important aspect that is sometimes overlooked: interpretations of quality. What is beautiful to some is not to others, this is why specifications are written. However, there is always some level of interpretation that can vary from person to person. The goal is to have the Mariposa Account Manager and the client representative both interpreting the expectations of the specifications in the same way. The way we accomplish this is through a graded evaluation of every aspect of the landscape on a site by the Mariposa Supervisor and the client representative. This evaluation is performed prior to the regular client representative meeting by the Mariposa Supervisor. When the regular meeting takes place, this same form is given to the client representative to evaluate the exact same items as the Mariposa Account Manager previously graded. Any differences in evaluation that the client representative has of the same work item or area that were graded by the Mariposa Supervisor are addressed immediately and clarified. The frequency of these evaluations and number of work items evaluated can vary based on the work scope. However, typically a weekly evaluation will be conducted for quality assurance. Please see the sample form provided.

## *Action Item Lists*

Even with jobs that go perfectly there are always items that come up during walk-through inspections. These items may have nothing to do with work quality but may be requests for improvement, additional work or notations of concern, etc. One of the key aspects of an action item list is a target completion date. This is included for every item on our form. The Mariposa Account Manager is committed to completion of a requested activity at an agreed upon date. This is in writing; it's quick and easy to fill out. The client representative will have confidence that we will keep our promises because they are documented. **Our goal is *"Promises made are promises kept."*** Please see the sample form provided.

# Work Quality Evaluation Form

**Mariposa Landscapes, Inc.**

## SITE INSPECTION EVALUATION FORM

Inspection Date: | Job:

Mariposa Account Manager | Job Number:

Client Representative:

**Please give a rating of 1-10 on the following items (1 = unacceptable and 10 being perfect)**

| | | ML | CR |
|---|---|---|---|
| **1.** | **TURF** | | |
| A | Color of turf acceptable | | |
| B | Turf texture, no thin/bare areas | | |
| C | Free of trash/debris | | |
| D | Irrigation leaks visible | | |
| E | Over or under watering | | |
| F | Dry spots | | |
| **2.** | **GROUND COVER/SHRUB AREAS** | | |
| A | Free of trash/debris | | |
| B | Free of weeds | | |
| C | Mulch evenly distributed | | |
| D | Irrigation leaks visible | | |
| E | Groundcover trimming | | |
| **3.** | **TREES/SHRUBS** | | |
| A | Health/vigor | | |
| B | Trimmed per scheduled cycle | | |
| C | Pruned correctly for species | | |
| D | Walkway shrub clearance | | |
| E | Walkway tree clearance | | |
| F | Disease & insects controlled | | |
| G | Irrigation leaks visible | | |
| H | Over or under watering | | |
| I | Trees staked properly | | |
| **4.** | **ANNUAL COLOR/POTS** | | |
| A | Annual flowers healthy | | |
| B | Bed/Pots free of trash/debris | | |
| C | No missing annual color plants | | |
| D | Disease & insects controlled | | |
| E | Irrigation leaks visible | | |
| F | Over or under watering | | |
| **5.** | **D.G. PATHS & OPEN AREAS** | | |
| A | Free of trash/debris | | |
| B | Weeds managed/controlled | | |
| C | Erosion areas repaired | | |

| | | ML | CR |
|---|---|---|---|
| **6.** | **HARDSCAPE AREAS** | | |
| A | Free of trash/debris | | |
| B | Free of weeds in cracks | | |
| C | Standing water | | |
| D | Safety issues reported | | |
| **7.** | **IRRIGATION** | | |
| A | Controllers working | | |
| B | Controllers programmed properly | | |
| C | Schedules submitted/updated | | |
| D | Valves working properly | | |
| E | Valves leaking | | |
| F | Backflow(s) on | | |
| G | Backflow(s) Leaking | | |
| H | Meter readings (if in scope) up-to-date | | |
| I | Water usage analysis up-to-date | | |
| **8.** | **L.V. LIGHTING (if applies)** | | |
| A | System has power | | |
| B | Timer/photocell working | | |
| C | Bulbs working | | |
| D | Fixtures clean | | |
| E | Fixtures broken | | |
| F | Fixtures aimed properly | | |
| **9.** | **WATER FEATURES (if applies)** | | |
| A | Power/working properly | | |
| B | Leaks | | |
| C | Cleaned of debris at inlets | | |
| **10.** | **OTHER (if applies)** | | |
| A | Dog mess cleaned up | | |
| B | Dog stations replenished | | |
| C | Trash cans dumped & new liners | | |
| D | Play equipment clean | | |
| E | Ramadas/picnic tables/BBQs clean | | |
| F | Response time on call-outs | | |
| G | General safety issues reported | | |

**Only enter ratings for items that are applicable to this project (blank = Not Applicable at this time)**

| | ML | CR |
|---|---|---|
| **OVERALL RATING:** Per the above individual ratings, pleas provide an overall rating from 1 to 10 | | |

Mariposa Account Manager Signature/Date (**ML**)

Client Representative Signature/Date (**CL**)

## Action Items Form

**Mariposa Landscapes, Inc.**

# ACCOUNT MANAGER INSPECTION ACTION ITEMS

Job:

Today's Date: Job Number:

| ACTION ITEMS | Resolution Date |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| 9. | |
| 10. | |

Mariposa Account Manager Signature/Date

Client Representative Signature/Date

## Detailed project schedule

Mariposa will make sure the “Scope of Work” provided by the city is upheld throughout the duration of the contract. We have put together notes on the tasks and frequencies of each of the tasks provided by the City of Banning. From the weekly mowing , shrub care, ground cover care, and irrigation checking to the annual shrub pruning and tree pruning we have made sure to take a look at the tasks closely to make sure everything is covered. We have allotted 1 Crew of 3 guys twice a week to maintain the landscape in the contract. After that we also have allotted time for tree pruning and shrub pruning within our final price.

### *Transition Plan*




#### *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 perform 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.

### *Price Fluctuation*

If the scope of work fluctuates from the specifications Mariposa would be happy to have a conversation with the city regarding what an update to the scope entails and how the prices will be adjusted. We are open to having a back and forth on what the city would like to change and how that will impact the current scope of work.

## Required from the City

The main role the city will need to provide for Mariposa will be the point of contact for the contract. We will need to report on how the current state of the contract is looking. We will need the point of contact to make sure that if any deficiencies are reported to the city they are relayed back to Mariposa for correction.

## Innovative

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.

### *Proposer's Green Initiative and Environmental Sensitivity*

Mariposa Landscapes, Inc. uses every effort to implement "green" environment and energy conservation measures.

Our company has a recycling program for green waste and paper products. We implement this program at our local offices and at all job sites.

Mariposa currently uses hybrid vehicles and is researching and looking forward to obtaining hybrid equipment to be used on our contracts. We strive to be as environmentally conscientious as possible and are expanding our operations to achieve this goal.

We have been certified by the American Green Zone Alliance – Sustainable Land Care Certification (Electric Equipment). This puts us at the cutting edge of industry knowledge in selecting cost effective options related to the latest in commercial grade electric small equipment as well as mowers.

Mariposa works with all clients to assure optimum water usage where possible. With hundreds of ET "Smart" Controller installations over the years, we can assess a property for water savings, create a solution and correctly program these newer irrigation control devices for optimum savings.

In addition to these and other Green Initiatives, we are also committed to leading the industry in minimizing any potential negative impact on the environment.

The key points of its strategy to achieve this are:

- Minimize waste by evaluating operations and ensuring they are as efficient as possible.
- Minimize toxic emissions through the selection and use of its fleet and equipment.
- Actively promote recycling both internally and amongst its customers and suppliers.
- Meet or exceed all the environmental legislation that relates to the Company.
- Adhere to all local codes and ordinances regarding water conservation.

## City Owned Facilities

Mariposa Landscapes Inc. does not intend on using any storage and will bring everything needed from our yard in Bermuda Dunes.

# B. Company Information

## Proposer Identification

Legal Name: Mariposa Landscapes, Inc.
Main Office/Mailing Address: 6232 Santos Diaz St., Irwindale, CA 91702
Telephone Number: (626) 960-0196
Fax Number: (626) 960-8477
Proposal Contact Email Address: estimating@mariposa-ca.com
Proposal contact: Eduardo Salmeron

President: Terry Noriega
California Corporation: C1469653
California Employer ID: 368-4753-1
Date Incorporated: January 26th, 1981
Organization Type: Mariposa Landscapes Inc. is a corporation.

**III.** In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Contractor 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 Contractor 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, Contractor 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," Contractor 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. Contractor 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. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Contractor's Services are subject to compliance monitoring and enforcement by DIR. Contractor 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. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

6. Contractor 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 Contractor 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 Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor 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. Contractor 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. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor 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, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Contractor 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 Contractor 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 Contractor or any subcontractor becomes debarred or suspended during the duration of the project, the Contractor shall immediately notify City.

10. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Contractor 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 Contractor 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, Contractor 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, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor 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. Contractor 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. Contractor shall diligently take corrective action to halt or rectify any failure.

**EXHIBIT "C"**
**SCHEDULE OF COMPENSATION**

**I. Contractor 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 Contractor 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.

## ZONE 1

| | | Shrub & Ground Cover Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Quarterly | | | Quarterly | | | Quarterly | | | Quarterly | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 22810 | Oregon Trail, east side, per site visit with staff | $ | | 1,178.98 | | | | | | | | | | $ 1,178.98 | $ 98.25 |
| 22811 | Oregon Trail, east side, per site visit with staff | $ | | 1,425.15 | | | | | | | | | | $ 1,425.15 | $ 118.76 |
| 22913 | Oregon Trail, east side, per site visit with staff | $ | | 1,178.98 | | | | | | | | | | $ 1,178.98 | $ 98.25 |
| 30186 | Mountain Avenue, Wilson Street and Oregon Trail west side, does not include Retention Basin, per Plans and site visit with staff. | $ | | 4,312.01 | | | | $ | | 4,312.01 | | | | $ 8,624.03 | $ 718.67 |
| 30222 | Mountain Avenue, per Plans and site visit | $ | | 627.36 | $ | | 627.36 | $ | | 627.36 | $ | | 627.36 | $ 2,509.43 | $ 209.12 |

| | | Mowing Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Weekly May 1 - Aug. 31 | | | | Biweekly Sept. 1 - Oct. 31 | | Monthly Nov. 1 - March 31 | | | | | Biweekly In April | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 30222 | Richard Sanchez Park and trail, per Plans and site visit . | $ 1,215.49 | $ 1,215.49 | $ 1,215.49 | $ 1,215.49 | $ 1,215.49 | $ 607.74 | $ 607.74 | $ 607.74 | $ 607.74 | $ 607.74 | $ 607.74 | $ 607.74 | $ 10,331.66 | $ 860.97 |

| | | Shrub Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Biweekly May 1 - Aug. 31 | | | | Monthly Sept 1 - April 30 | | | | | | | | | |
| | | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 30222 | Richard Sanchez Park and trail, per Plans and site visit | $ 3,483.01 | | | | | | | | $ 3,483.01 | | | | $ 6,966.02 | $ 580.50 |

| NOTE: | Retention Basins in Zone 1 will include trash pickup and weed abatement twice per year in price. |
|---|---|

## ZONE 2

| | | Mowing Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Weekly May 1 - Aug. 31 | | | | Biweekly Sept. 1 - Oct. 31 | | Monthly Nov. 1 - March 31. | | | | | Biweekly In April | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 21882 | Wilson Street and Highland Home Road west side, per Site Visit with staff | $ 310.04 | $ 310.04 | $ 310.04 | $ 310.04 | $ 155.02 | $ 155.02 | $ 77.51 | $ 77.51 | $ 77.51 | $ 77.51 | $ 77.51 | $ 155.02 | $ 2,092.79 | $ 174.40 |
| 23446 | Wilson Street and Highland Home Road east side, includes median on Highland Home Road, per Site Visit with staff | $ 310.04 | $ 310.04 | $ 310.04 | $ 310.04 | $ 155.02 | $ 155.02 | $ 77.51 | $ 77.51 | $ 77.51 | $ 77.51 | $ 77.51 | $ 155.02 | $ 2,092.79 | $ 174.40 |

| | | Shrub Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Biweekly May 1 - Aug. 31 | | | | Monthly Sept 1 - April 30 | | | | | | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 21882 | Wilson Street and Highland Home Road west side, per Site Visit with staff | $ 665.25 | $ 665.25 | $ 665.25 | $ 665.25 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 5,321.96 | $ 443.50 |
| 23446 | Wilson Street and Highland Home Road east side, includes median on Highland Home Road, per Site Visit with staff | $ 665.25 | $ 665.25 | $ 665.25 | $ 665.25 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 5,321.96 | $ 443.50 |

## ZONE 3

| | | Mowing Frequencies |
|---|---|---|

| | | Biweekly May 1 - Aug. 31 | | | | Monthly Sept. 1 - April 30. | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 29721 | Wilson Street and Omar Street, east side, per Site Visit with staff and per Plans | $ 51.40 | $ 51.40 | $ 51.40 | $ 51.40 | $ 25.70 | $ 25.70 | $ 25.70 | $ 25.70 | $ 25.70 | $ 25.70 | $ 25.70 | $ 25.70 | $ 411.16 | $ 34.26 |

| | | Shrub Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Quarterly | | | Quarterly | | | Quarterly | | | Quarterly | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 29721 | Wilson Street and Omar Street, east side, per Site Visit with staff and per Plans | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 742.28 | $ 61.86 |

## ZONE 4

| | | Shrub & Ground Cover Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Quarterly | | | Quarterly | | | Quarterly | | | Quarterly | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 32109 | Wilson Street and Alder Court, west side, per Site Visit with staff and per Plans | $ 360.73 | $ 360.73 | $ 360.73 | $ - | $ - | $ - | $ 360.73 | $ 360.73 | $ 360.73 | $ - | $ - | $ - | $ 2,164.38 | $ 180.37 |

## ZONE 5

| | | Mowing Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Biweekly May 1 - Aug. 31 | | | | Monthly Sept. 1 - April 30 | | | | | | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 23598 | Wilson Street, Sunrise Ave. and includes Moonbeam Drive frontage per site visit with staff and per Plans | $ 38.35 | $ 38.35 | $ 38.35 | $ 38.35 | $ 19.17 | $ 19.17 | $ 19.17 | $ 19.17 | $ 19.17 | $ 19.17 | $ 19.17 | $ 19.17 | $ 306.76 | $ 25.56 |

| | | Shrub Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Quarterly | | | Quarterly | | | Quarterly | | | Quarterly | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 23598 | Wilson Street, Sunrise Ave. and includes Moonbeam Drive frontage per site visit with staff and per Plans | $ 822.51 | $ 822.51 | $ 822.51 | $ - | $ - | $ - | $ 822.51 | $ 822.51 | $ 822.51 | $ - | $ - | $ - | $ 4,935.05 | $ 411.25 |

## ZONE 6

| | | Mowing Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Weekly May 1 - Aug. 31 | | | | Biweekly Sept. 1 - Oct. 31 | | Monthly Nov. 1 - March 31 | | | | | Biweekly In April | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 28252 | Hathaway Street, west side, per Plans and site visit with staff | $ 252.47 | $ 252.47 | $ 252.47 | $ 252.47 | $ 126.23 | $ 126.23 | $ 63.12 | $ 63.12 | $ 63.12 | $ 63.12 | $ 63.12 | $ 126.23 | $ 1,704.16 | $ 142.01 |
| 28252 | Retention Basin, per Plans and site visit with staff | $ 252.47 | $ 252.47 | $ 252.47 | $ 252.47 | $ 126.23 | $ 126.23 | $ 63.12 | $ 63.12 | $ 63.12 | $ 63.12 | $ 63.12 | $ 126.23 | $ 1,704.16 | $ 142.01 |

| | | Shrub Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Biweekly May 1 - Aug. 31 | | | | Monthly Sept 1 - April 30 | | | | | | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 28252 | Hathaway Street, west side, per Plans and site visit with staff | $ 223.07 | $ 223.07 | $ 223.07 | $ 223.07 | $ 111.53 | $ 111.53 | $ 111.53 | $ 111.53 | $ 111.53 | $ 111.53 | $ 111.53 | $ 111.53 | $ 1,784.54 | $ 148.71 |
| 28252 | Retention Basin, per Plans and site visit with staff | $ 141.14 | $ 141.14 | $ 141.14 | $ 141.14 | $ 70.57 | $ 70.57 | $ 70.57 | $ 70.57 | $ 70.57 | $ 70.57 | $ 70.57 | $ 70.57 | $ 1,129.09 | $ 94.09 |

## ZONE 7

| | | Shrub Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Biweekly May 1 - Aug. 31 | | | | Monthly Sept 1 - April 30 | | | | | | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 30793 | Wilson Street, Foothill Drive, includes portion of Omar Street, per Site Visit with staff and per Plans | $ 264.05 | $ 264.05 | $ 264.05 | $ 264.05 | $ 132.02 | $ 132.02 | $ 132.02 | $ 132.02 | $ 132.02 | $ 132.02 | $ 132.02 | $ 132.02 | $ 2,112.36 | $ 176.03 |

## ZONE 8

| | | Mowing Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Biweekly during May 1 - Aug. 31 | | | | Monthly Sept. 1 - April 30 | | | | | | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 31833 | Charles Street, north side, per Site Visit with staff and per Plans | $ 161.15 | $ 161.15 | $ 161.15 | $ 161.15 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 1,289.17 | $ 107.43 |
| 31834 | Charles Street, south side, per Site Visit with staff and per Plans | $ 161.15 | $ 161.15 | $ 161.15 | $ 161.15 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 1,289.17 | $ 107.43 |

## ZONE 9

| | | Shrub & Ground Cover Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Quarterly | | | Quarterly | | | Quarterly | | | Quarterly | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 31835 | Charles Street, Hargrave Street and Victory Avenue, (tract perimeter) per Site Visit with staff and per Plans | $3,018.32 | | | | | | $3,018.32 | | | | | | $6,036.63 | $503.05 |

## ZONE 10 & 11

| | | Mowing Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Weekly May 1 - Aug. 31 | | | | Biweekly Sept. 1 - Oct. 31 | | Monthly Nov. 1 - March 31 | | | | | Biweekly In April | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 30906 | Mountain Avenue, west side and interior Oak Lane, per Site Visit and per Plans | $ 341.84 | $ 341.84 | $ 341.84 | $ 341.84 | $ 170.92 | $ 170.92 | $ 85.46 | $ 85.46 | $ 85.46 | $ 85.46 | $ 85.46 | $ 170.92 | $2,307.41 | $192.28 |

| | | Shrub Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Biweekly May 1 - Aug. 31 | | | | Monthly Sept 1 - April 30 | | | | | | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 30906 | Mountain Avenue, west side and interior Oak Lane, per Site Visit and per Plans | $ 295.69 | $ 295.69 | $ 295.69 | $ 295.69 | $ 147.85 | $ 147.85 | $ 147.85 | $ 147.85 | $ 147.85 | $ 147.85 | $ 147.85 | $ 147.85 | $2,365.53 | $197.13 |

| | | Shrub Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Biweekly May 1 - Aug. 31 | | | | Monthly Sept 1 - April 30 | | | | | | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 32370 | Mountain Avenue, west side, North and South of Cedar Lane, frontage along the tract, per Site Visit and per Plans | $ 110.71 | $ 110.71 | $ 110.71 | $ 110.71 | $ 55.35 | $ 55.35 | $ 55.35 | $ 55.35 | $ 55.35 | $ 55.35 | $ 55.35 | $ 55.35 | $885.66 | $73.81 |

| | | Tree Trimming Annually | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 30906, 32370 | Retention Basin, per Site Visit and per Plans | $0.00 | | | | | | | | | | | | $0.00 | $0.00 |

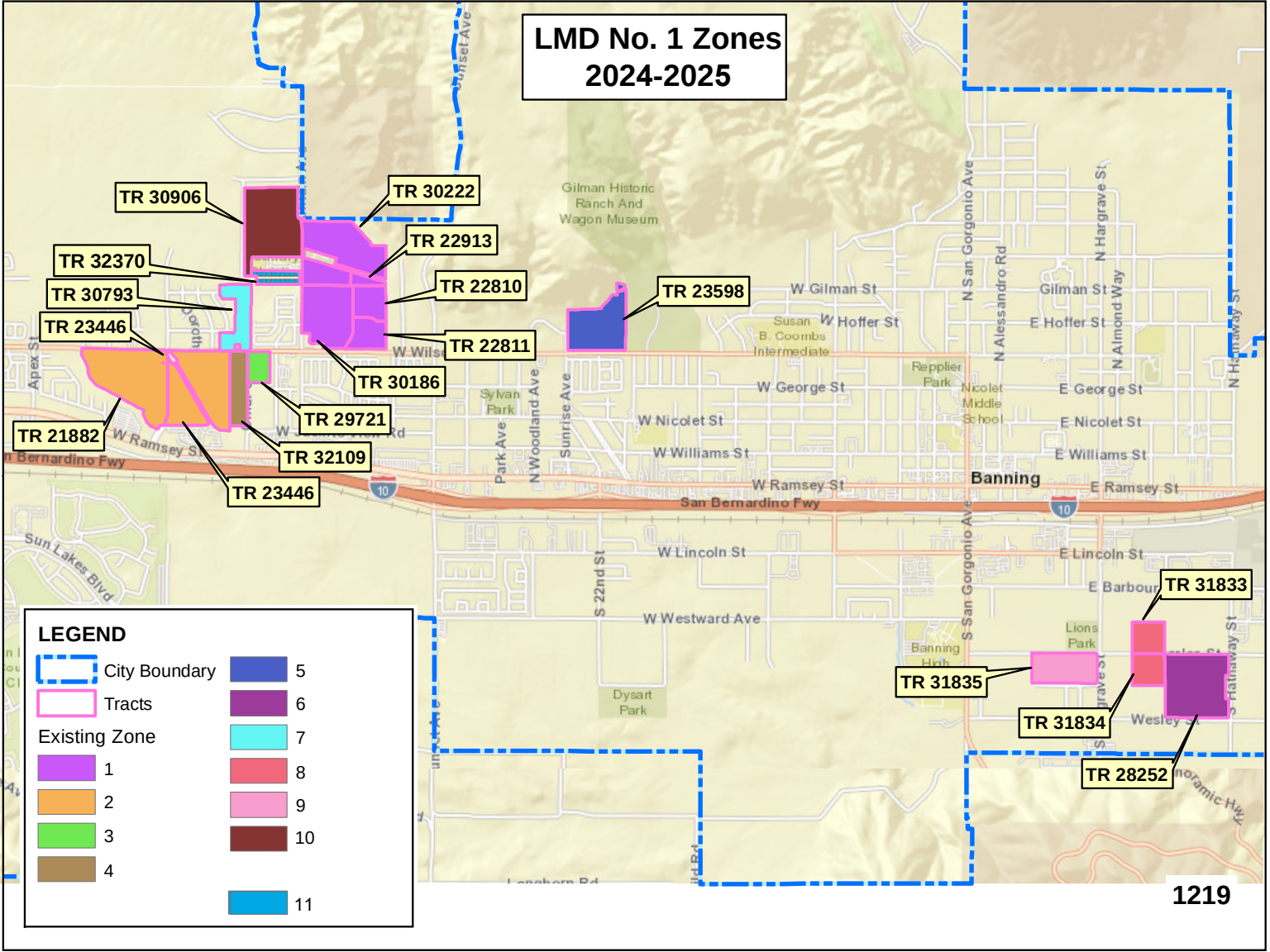
| | | Weed Abatement & Trash Removal Monthly | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **TRACT NO.** | **SPECIFIC LOCATION** | May | June | July | August | September | October | November | December | January | February | March | April | **Annual Cost** | **Monthly Average** |
| 30906, 32370 | Retention Basin, per Site Visit and per Plans | | | | | | | | | | | | | $0.00 | $0.00 |

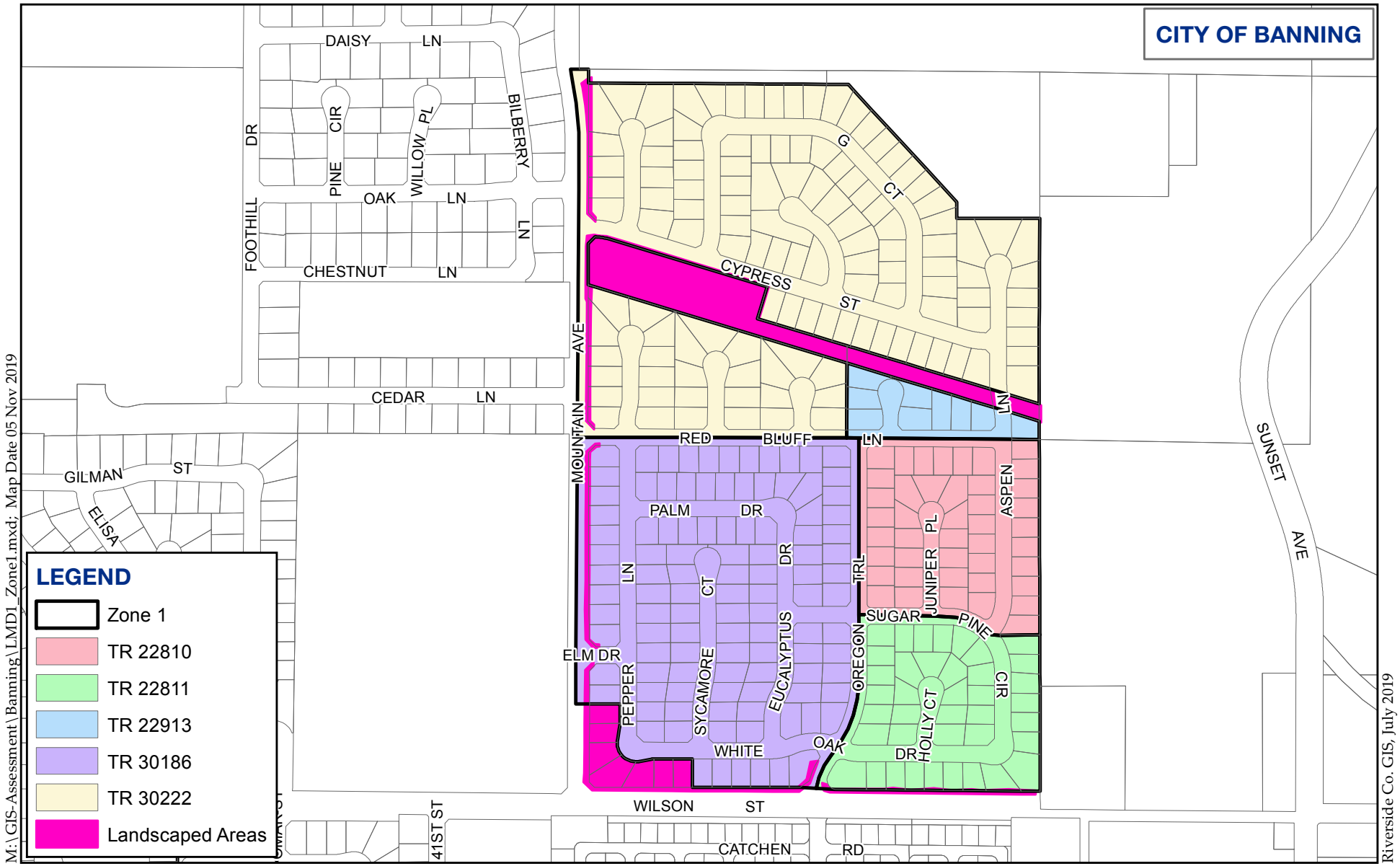
**NOTE:** **The frequency may be reduced in any Zone(s) depending on the budget for that Zone during the term of the contract or Fiscal Year.**

**EXHIBIT "D"**
**SCHEDULE OF PERFORMANCE**

**I. Contractor shall perform all Services timely, and deliver the specified tangible work products to City in accordance with the schedule attached as Exhibit C-1.**

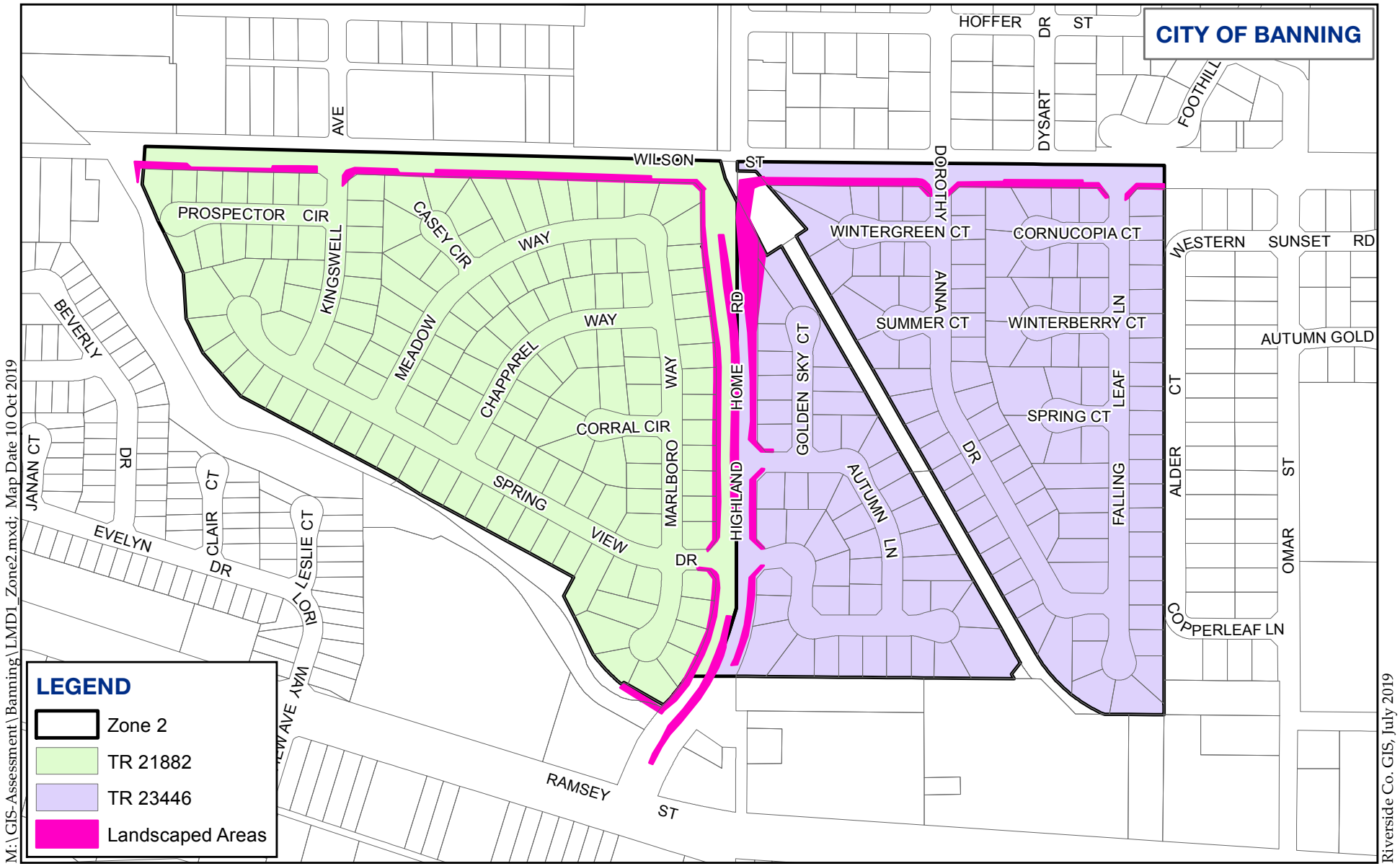
**II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.**


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
Repplier Park
Nicolet Middle School
W George St
W Nicolet St
W Williams St
W Ramsey St
Banning
E Ramsey St
E Nicolet St
E George St
E Williams St
E Hoffer St
Gilman St
N San Gorgonio Ave
N Alessandro Rd
N Hargrave St
N Almond Way
N Hathaway St
Sylvan Park
Park Ave
N Woodland Ave
Sunrise Ave
San Bernardino Fwy
W Lincoln St
E Lincoln St
E Barbour
S San Gorgonio Ave
S 22nd St
W Westward Ave
Lions Park
Banning High
Dysart Park
Wesley St
Sun Lakes Blvd
Apex St
Sunset Ave
Longhorn Rd
LEGEND
City Boundary
Tracts
Existing Zone
1
2
3
4
5
6
7
8
9
10
11
1219



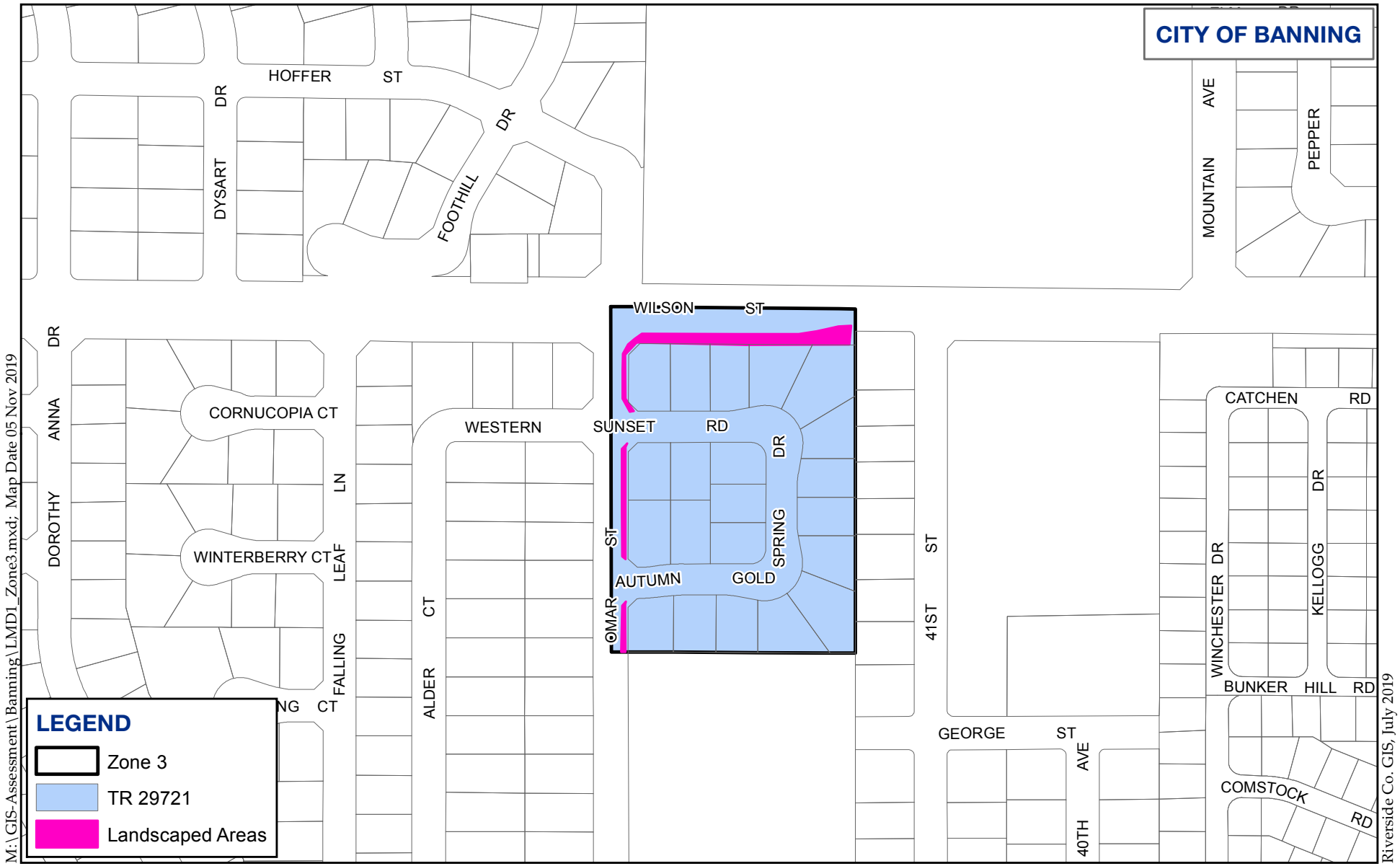

**Landscape Maintenance Areas**
**LMD 1 Proposed Zone 1**

ALBERT A. WEBB ASSOCIATES



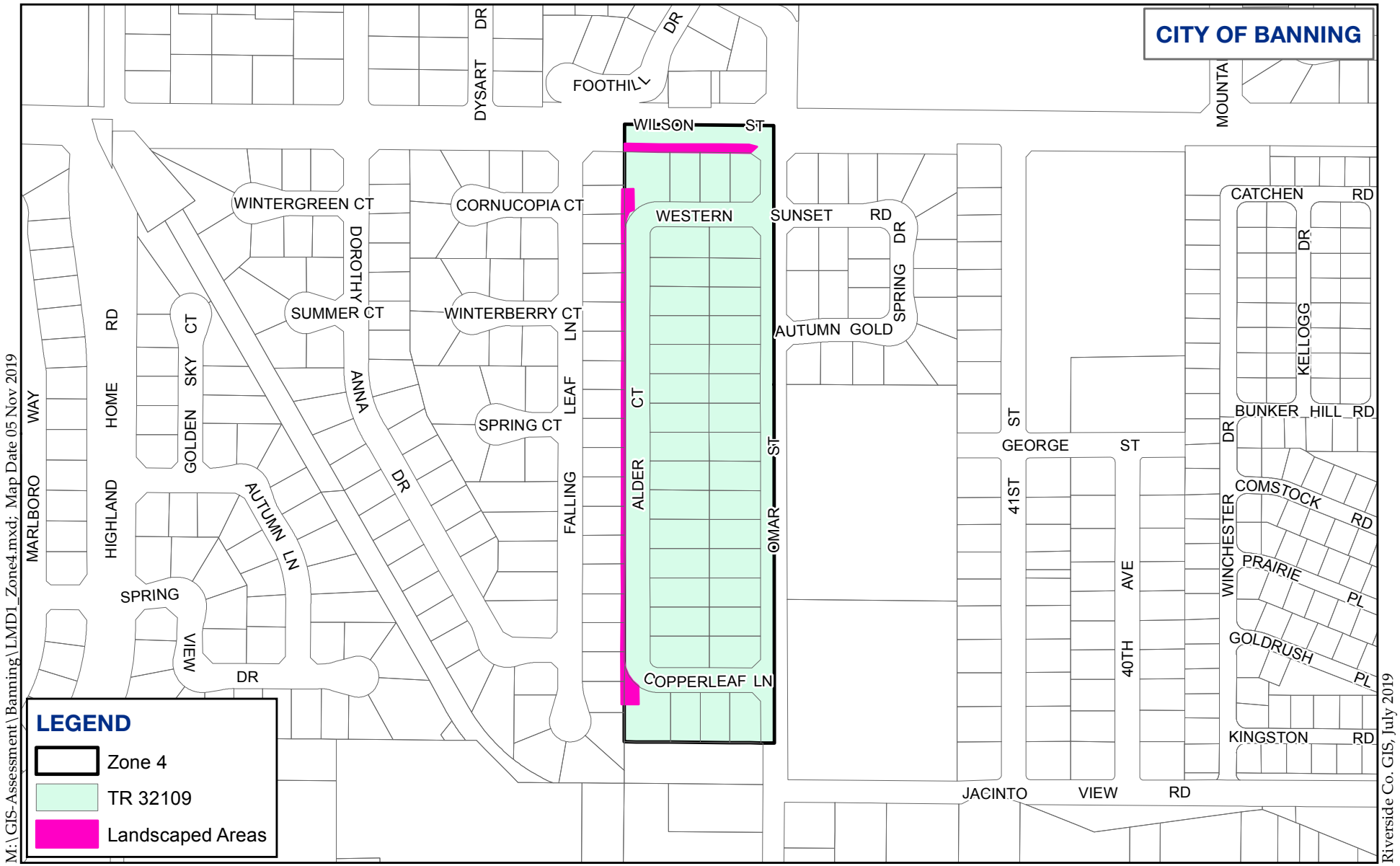

**Landscape Maintenance Areas**
**LMD1 Proposed Zone 2**

ALBERT A. WEBB ASSOCIATES



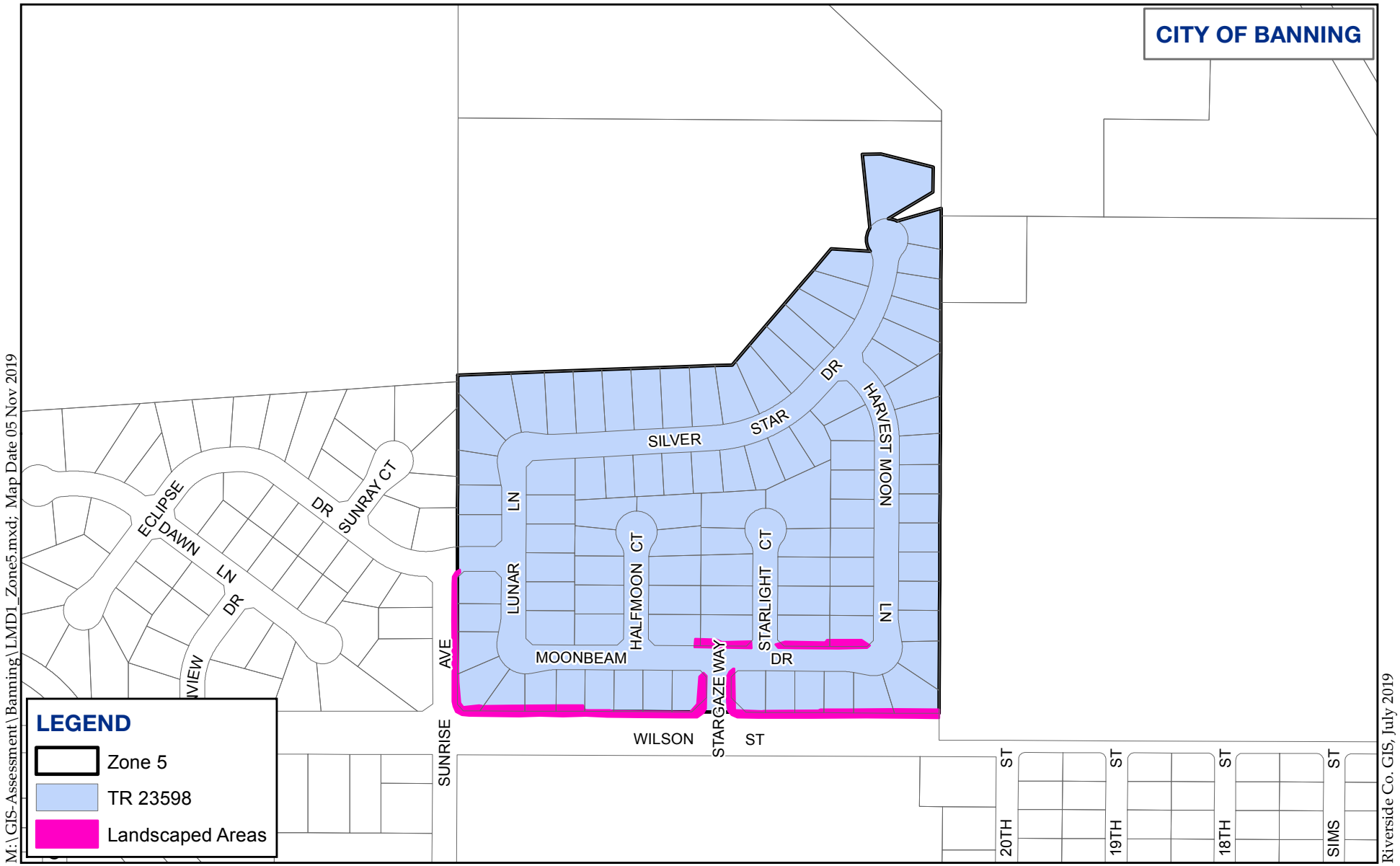

**Landscape Maintenance Areas**
**LMD1 Proposed Zone 3**

ALBERT A. WEBB ASSOCIATES



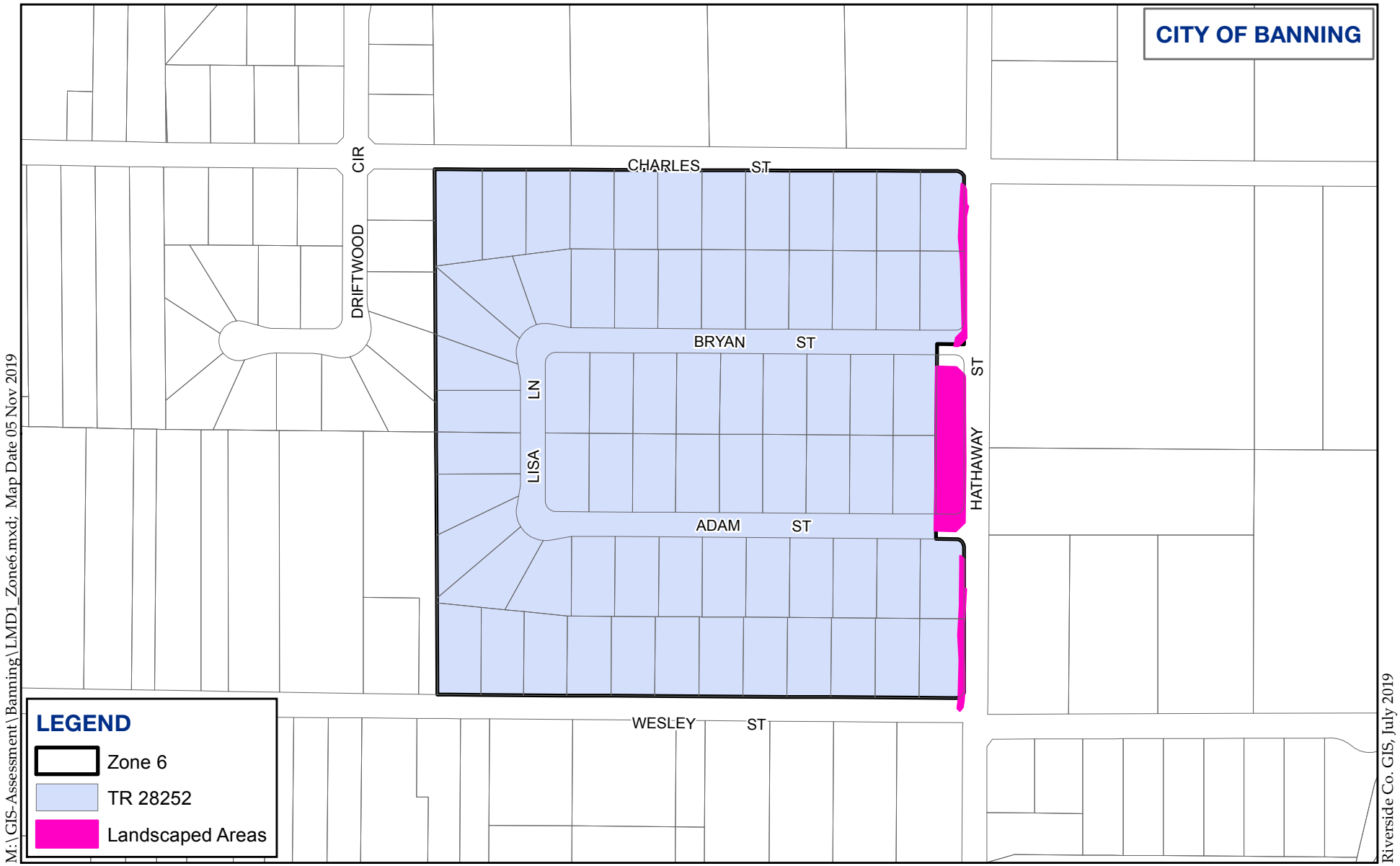

**Landscape Maintenance Areas**
**LMD1 Proposed Zone 4**

ALBERT A. WEBB ASSOCIATES



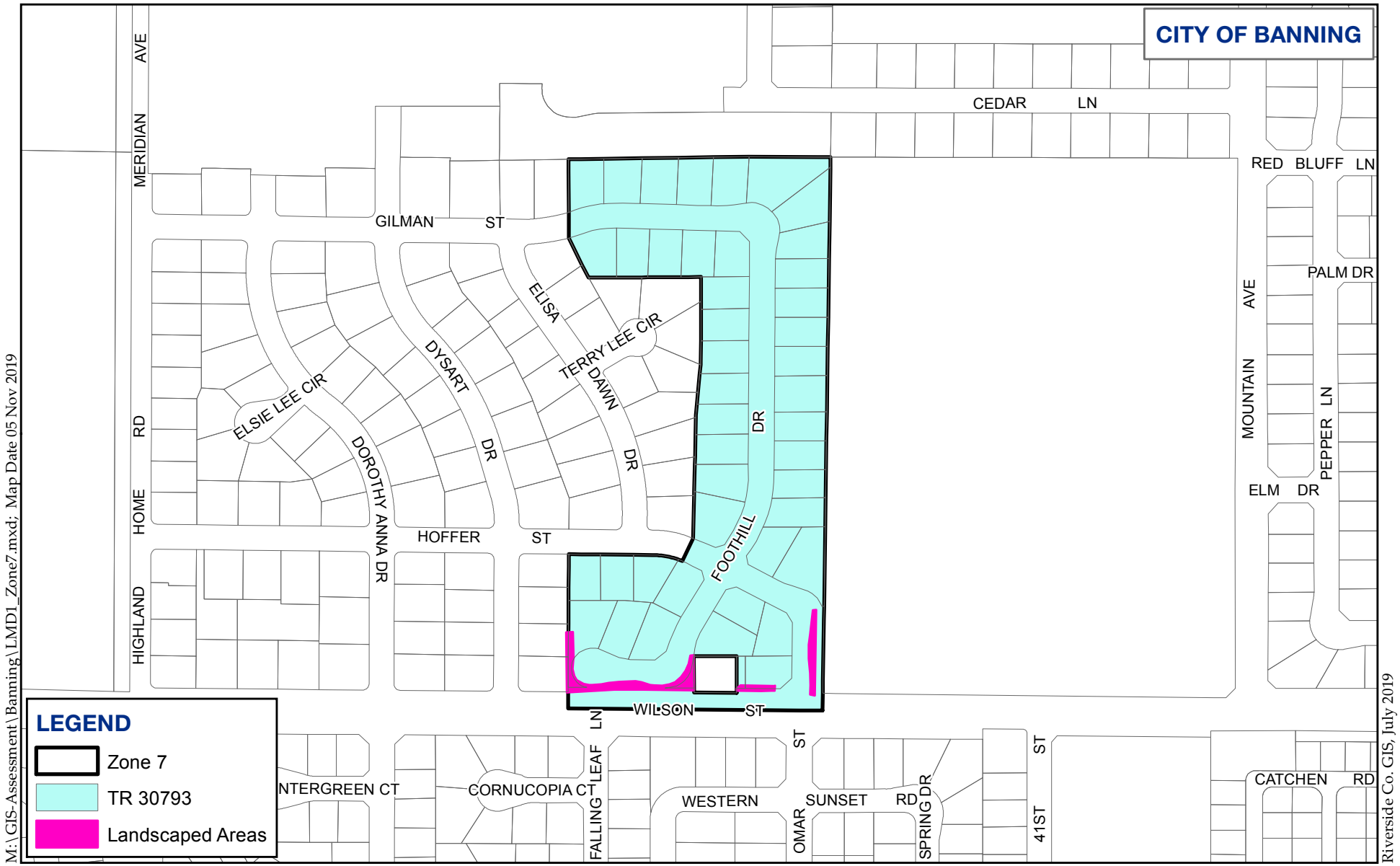

**Landscape Maintenance Areas**
**LMD1 Proposed Zone 5**

ALBERT A. WEBB ASSOCIATES



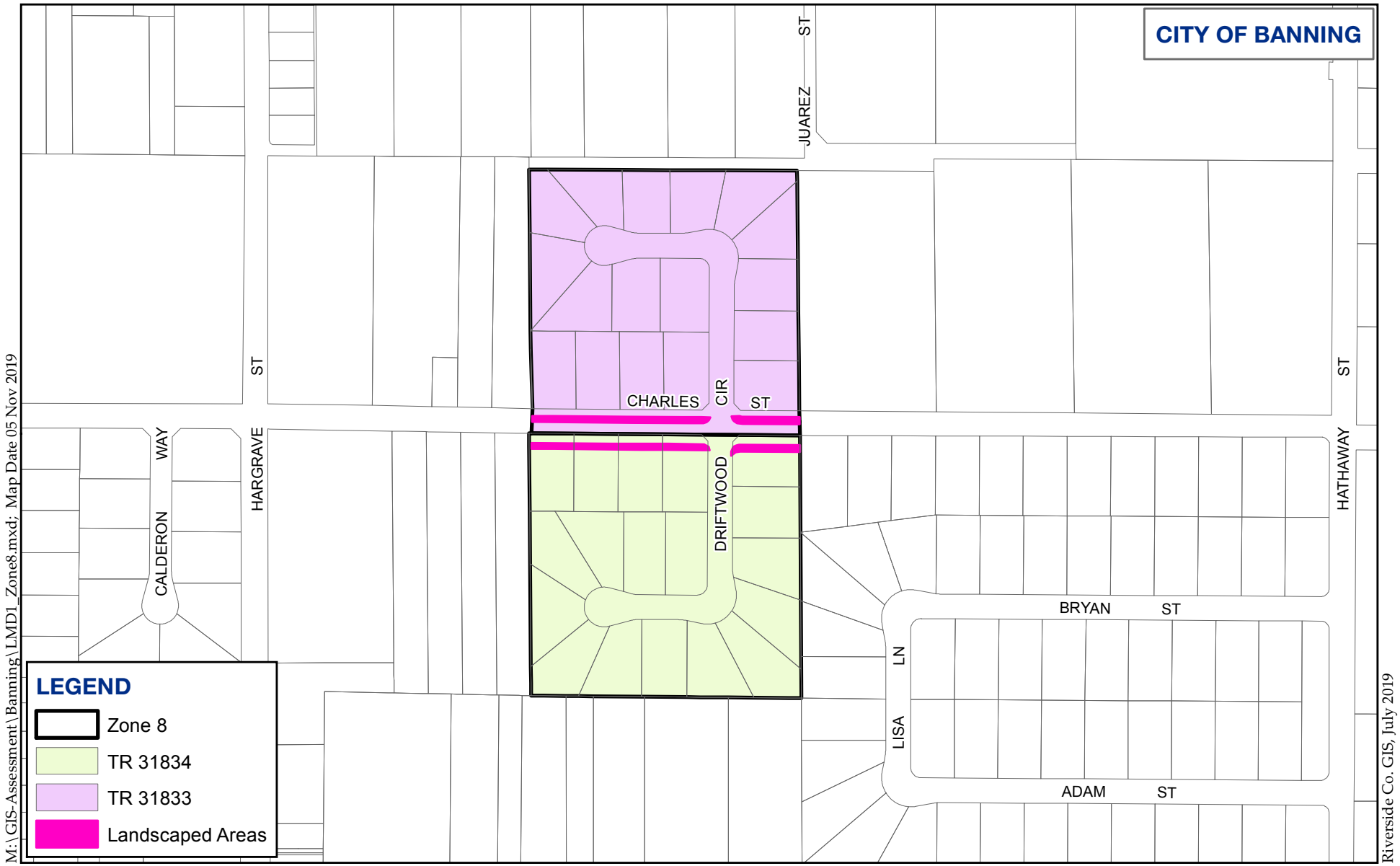

**Landscape Maintenance Areas**
**LMD1 Proposed Zone 6**

ALBERT A. WEBB ASSOCIATES




**Landscape Maintenance Areas**
**LMD1 Proposed Zone 7**

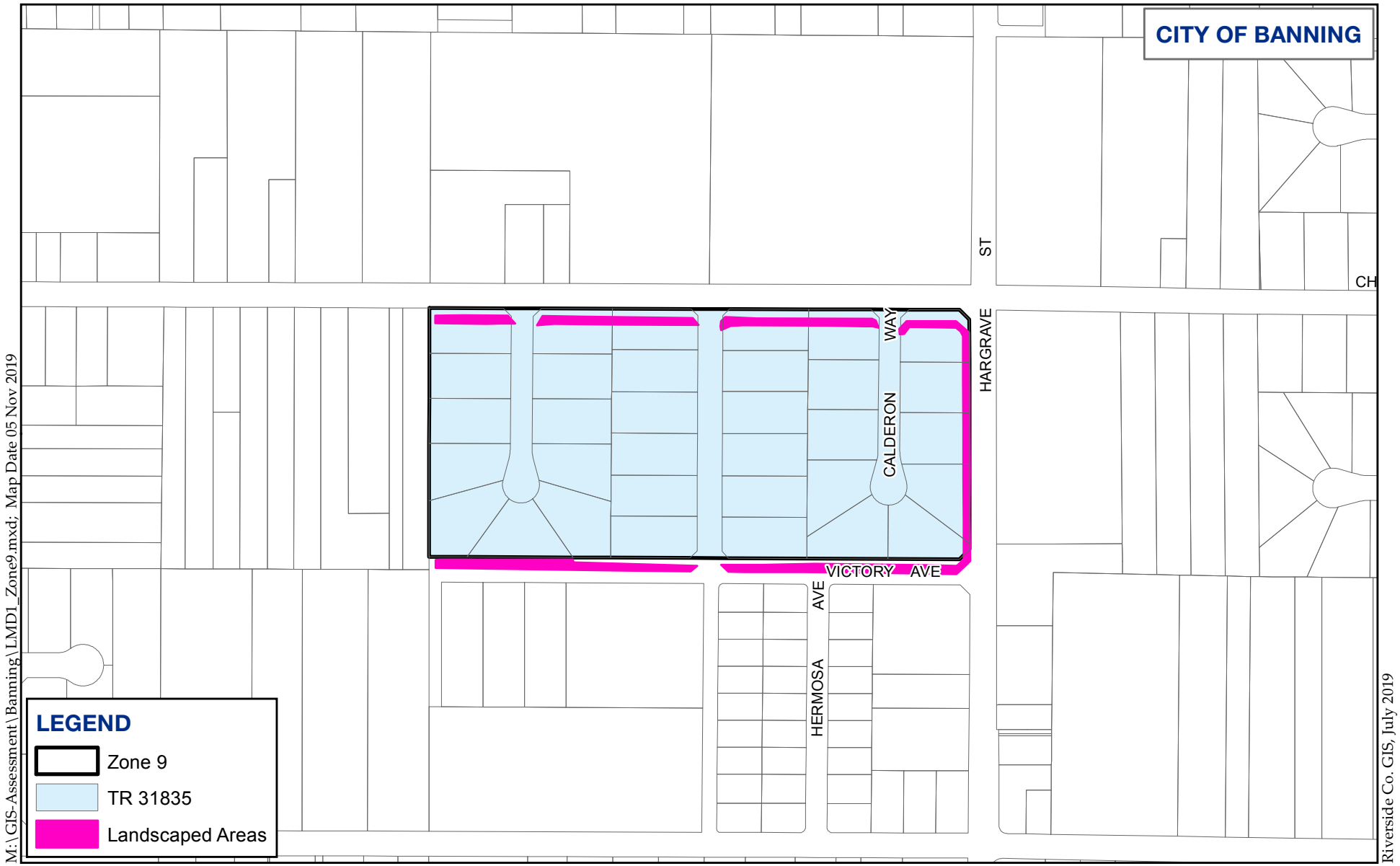
ALBERT A. WEBB ASSOCIATES




**Landscape Maintenance Areas**
**LMD1 Proposed Zone 8**

0 250 500 750 1,000 Feet

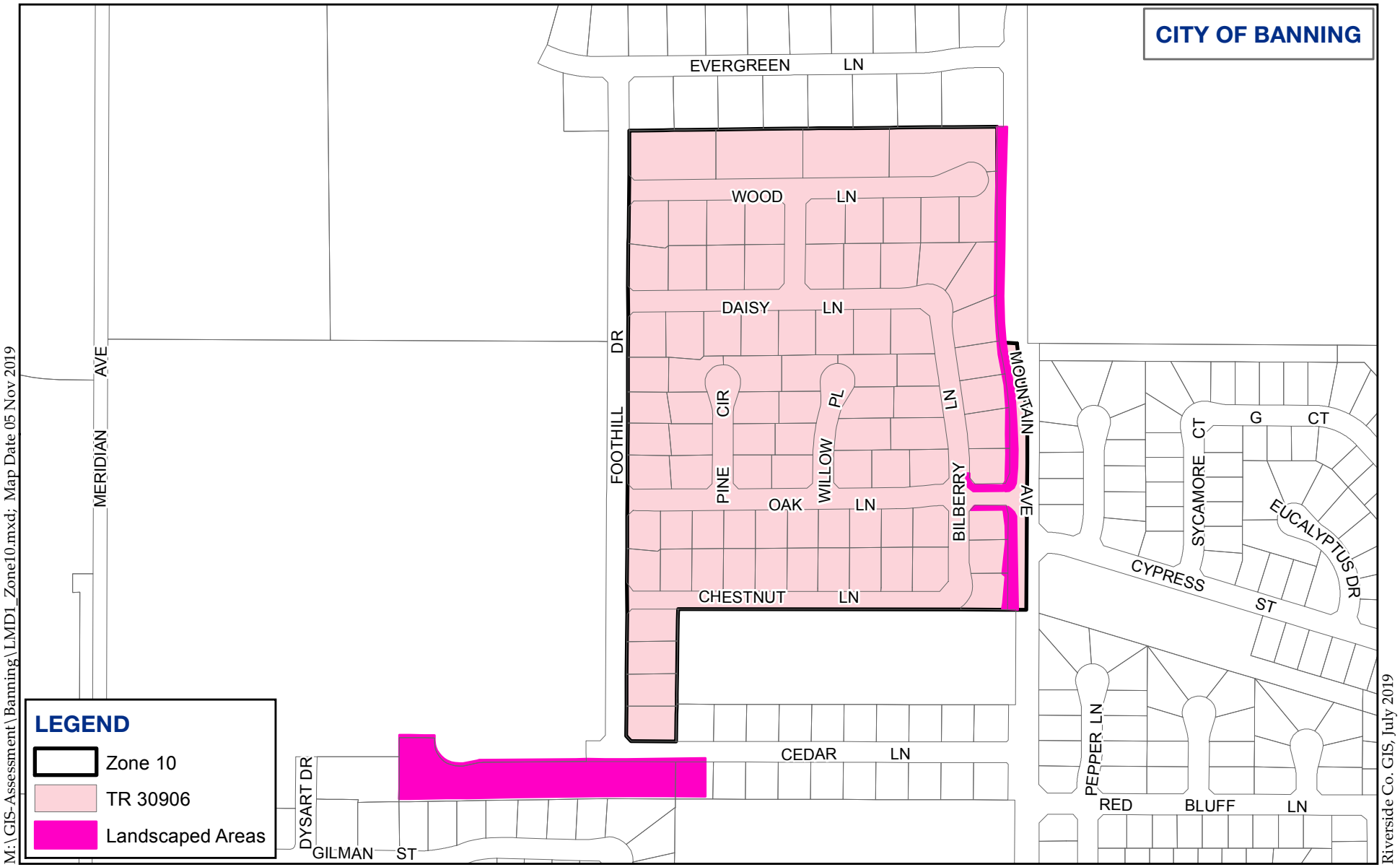
ALBERT A. WEBB ASSOCIATES




**Landscape Maintenance Areas**
**LMD1 Proposed Zone 9**

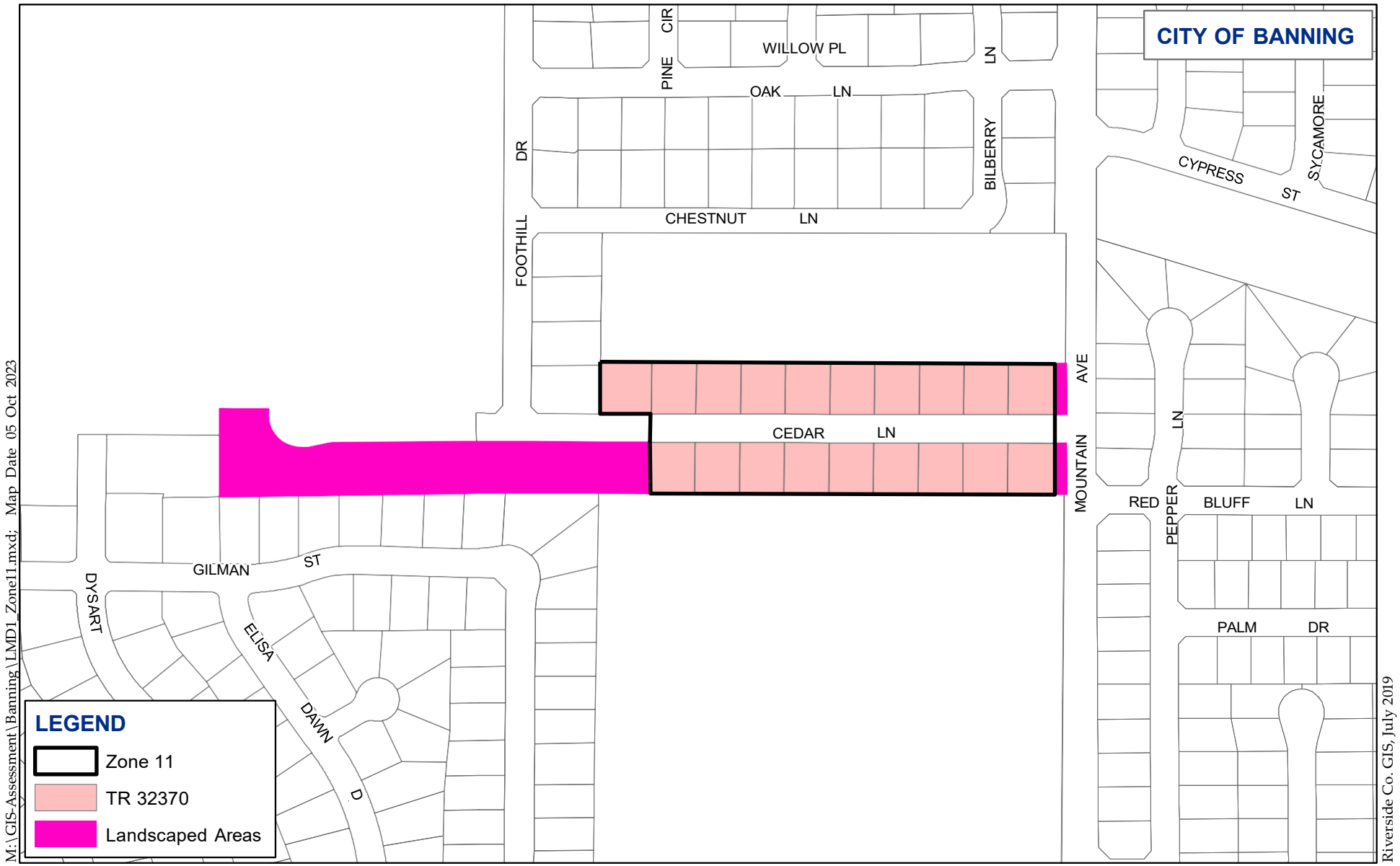
0 250 500 750 1,000 Feet

ALBERT A. WEBB ASSOCIATES




**Landscape Maintenance Areas**
**LMD1 Proposed Zone 10**

ALBERT A. WEBB ASSOCIATES




**Landscape Maintenance Areas**
**LMD1 Proposed Zone 11**

Webb
MUNICIPAL FINANCE

# REQUEST FOR PROPOSAL

# OPERATION AND MAINTENANCE OF LANDSCAPE MAINTENANCE - DISTRICT NO. 1

# RFP-24-061

CITY OF BANNING, CA

http://www.banningca.gov

RELEASE DATE: April 5, 2024
DEADLINE FOR QUESTIONS: April 25, 2024
RESPONSE DEADLINE: May 9, 2024, 11:59 pm

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:
https://secure.procurenow.com/portal/banning-ca

# City of Banning
# REQUEST FOR PROPOSAL
# OPERATION AND MAINTENANCE OF LANDSCAPE MAINTENANCE - DISTRICT NO. 1


I. Notice .....
II. Introduction .....
III. Prerequisites .....
IV. Scope of Work .....
V. Vendor Questionnaire .....
VI. Pricing Proposal .....
VII. Submission Instructions And Inquiries .....
VIII. Evaluation Criteria .....
IX. Resulting Contract .....
X. Terms And Conditions .....


Attachments:

A - Professional Services Agreement Sample
B - Appendix A - LMD No.1 Map
C - Additional Required Forms
D - Detail Price Proposal
E - Response To Question Two

# I. Notice

REQUEST FOR PROPOSALS (RFP)

OPERATION AND MAINTENANCE OF LANDSCAPE MAINTENANCE - DISTRICT NO. 1

Dear Proposers:

The City of Banning (hereinafter referred to as the "City") is requesting proposals from a qualified public entity or private firm, to establish a contract for the scope of services outlined in this request for proposals.

NOTICE IS HEREBY GIVEN that online price and document submittals must be uploaded to the online bidding system in accordance with the instructions included herein, on or before the time and date set forth in the schedule of events. It shall be the responsibility of the proposer to upload their proposal before the announced time. However, responses may be submitted at any time prior to the deadline. (Submitted proposals may be withdrawn and resubmitted at any time prior to the deadline, and cannot be viewed by City staff until the close date and time.)

SOLICITATION DOCUMENTS: To obtain a copy of the solicitation documents, please visit https://procurement.opengov.com/portal/banning-ca. If you are not currently registered with the City of Banning through OpenGov, please create an account and subscribe to this project for notifications. Proposals may only be submitted by companies who are listed as a prospective bidder on the electronic bidding website for each project that they wish to submit a response to. Firms must also check the web site periodically for addenda information as failure to download and acknowledge any and all addenda in the submittal will result in proposer disqualification.

RESPONSIVE PROPOSALS: Once listed on the prospective bidders list, companies may submit their proposals on the electronic bidding system. The City will not accept proposals submitted by companies who are not on the prospective bidders list, or from companies who have submitted a proposal via facsimile, email, mail, or any other format not permitted by this solicitation. Further instructions for submitting proposals are explained in this solicitation. Companies are to adhere to all of the submittal instructions and requirements outlined in this solicitation in order to be considered responsive to this request for proposals.

# II. Introduction

## II.A Summary

The City of Banning ("City") is seeking a qualified entity or individual ("Company") to provide landscape maintenance services listed in the Scope of Work for District No. 1.

The City anticipates selecting one firm to perform these services on an annual basis (base year plus four (4) one-year optional renewals) starting on or about July 2024. The renewal period starts on July 1st and end on June 30th of each year. Pricing is to remain firm for the initial contract term. Should the option to renew for additional years be exercised, City and Company may negotiate any and all price modifications.

Proposals are requested from Companies that have a demonstrated ability to perform the tasks identified in this Request for Proposal ("RFP").

## II.B Background

The City of Banning is strategically located astride Interstate 10 between the Inland Empire and the Coachella Valley in the San Gorgonio Pass. The City, incorporated in 1913, has a rich and colorful history.

Initially Banning served as a stagecoach and railroad stop between the Arizona territories and Los Angeles. This history has contributed to the present-day spirit of pioneer resourcefulness and "can do" attitude that is so prevalent in the community.

Banning is a friendly and wholesome place to work and raise a family. Desirable executive housing is available, as well as moderate and lower income housing. Clean air, ample water supplies and the memorable and inspiring scenic vistas of both Mt. San Gorgonio and Mt. San Jacinto, the 2 tallest peaks in Southern California, are additional amenities which make the City of Banning a logical choice as a development opportunity in the Southern California area.

## II.C Contact Information

**Barbara Mason**
Purchasing Manager
99 E. Ramsey Street
Banning, CA 92220
Email: bmason@banningca.gov
Phone: (951) 922-3121
**Department:**
Purchasing Division

## II.D Timeline

This request for proposal will be governed by the following tentative schedule. All dates are subject to change at the discretion of the City.

| | |
|---|---|
| Release Project Date | April 5, 2024 |
| Pre-Proposal Meeting (Mandatory) | April 18, 2024, 10:00am<br>Corner of W Wilson St & Highland Home Rd, Banning, CA 92220 |
| Question Submission Deadline | April 25, 2024, 11:59pm |
| Proposal Submission Deadline | May 9, 2024, 11:59pm |
| Anticipated Contractor Selection Date | May 16, 2024 |

# III. Prerequisites

Proposals will only be considered from Companies that meet the following prerequisites:

## III.A Years of experience

Have at least [five] (5)years' of experience, within the past [five] (5)years under a legally registered business name, in providing landscape maintenance services of a similar type and scope as described in the Scope of Services. Have not filed for bankruptcy under any business name over the past five (5) years.

## III.B ProcureNow Registration

Have created an account on OpenGov. Companies can register at:
https://procurement.opengov.com/portal/banning-ca

Once registered, Companies must download this solicitation in order to appear on the Bidder's List as a "Prospective Bidder." Companies that fail to specifically download this solicitation will not appear on the Bidders' List and will be unable to participate or be considered for this RFP.

## III.C Mandatory Pre-Proposal Meeting

All prospective Companies must attend the mandatory pre-proposal meeting on Thursday, April 18, 2024 at 10:00 am to be held at:

Corner of W Wilson St & Highland Home Rd, Banning, CA 92220

Attendance is mandatory at the pre-proposal meeting job walk. The meeting will begin promptly at the time listed in the schedule. No admittance will be allowed once the meeting has begun. Proposals from prospective Proposers not in attendance at this mandatory meeting and job walk will not be considered.

Many of the facilities are located along Wilson St. and see Appendix B, Attachment A for the location of all eleven Zones in the LMD No. 1.

## III.D Licenses

Company and/or its key personnel, shall hold a C-27 Landscape Contractor's License, Certified Pesticide Applicator License, City of Banning Business License, and any other appropriate license for the Company's discipline and the Services on the date the Proposal is submitted. A C-49 Tree & Palm Contractor's License will be required for any tree service above 15 feet.

## III.E Department of Industrial Relations Registration

Company shall have registered with the Department of Industrial Relations and any other required organizations. DIR must be current prior to bid submittal.

This RFP is a prevailing wage project, so the Contractor will follow all the rules and regulations established by the California Department of Industrial Relations (DIR) and other labor laws/codes.

## III.F Bid Security Bond

No bid will be considered unless it is made on a proposal form furnished by the City. Each Bid must be accompanied by cash, a certified cashier's check or bidders bond of the prescribed form and made payable to the City of Banning for an amount equal to ten percent (10%) of total bid for twelve months, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to furnish the required bonds and enter into a contract with the City within the period of time provided by the proposal requirements.

# IV. Scope of Work

## IV.A OVERVIEW

A. The Contractor shall furnish all labor, tools, materials, and equipment to provide landscape maintenance services as set forth in these specifications.

B. All work shall be done in a thorough and workmanlike manner to the satisfaction of the City Engineer, or their authorized agent, and comply with legal landscape maintenance practices. All work shall not be considered complete until verified by the City Engineer or their authorized agent. The premises shall be maintained at the level of service provided for in these specifications at all times.

C. The Contractor shall have the duty to provide weekly/biweekly/monthly complete landscape maintenance of all work sites listed in Facilities Description Section (below), and any others added in the future. When additional tracts, or portions thereof, are accepted by the City and become part of Landscape Maintenance District No. 1, the City and Contractor shall negotiate a fair and reasonable cost to compensate the Contractor for the newly assigned work.

D. The Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification.

E. The Contractor shall perform a weekly/biweekly/monthly maintenance inspection, during daylight hours, of all areas. Such inspection shall be both visual and operational. It shall include, but not be limited to, the operation of all irrigation systems, and checking maintenance, repairs, and replacement of existing landscaped areas, which are maintained under this contract. Any improvement on the project site shall be approved by City prior to commencement of improvement, for which City will respond or give approval within a reasonable time, unless it is in an emergency situation. The Contractor shall provide all proper documentation for all purchases which shall be presented to City as soon as possible. All expenditures will be recorded and reimbursed by City on a quarterly basis.

F. Contractor must provide a description of local resources available to provide emergency and backup resources.

G. Contractor must demonstrate the ability to provide necessary support services during the time of the contract.

H. The Contractor will need to follow the new California AB 1346 starting July 1, 2024.

I. California SB 1383 disposal methods is the preferred method for all waste that meets these guidelines.

## IV.B FACILITIES DESCRIPTION

A. Landscape Maintenance District No. 1 (the "District") currently consists of 17 accepted tracts: Tract Nos. 21882, 22810, 22811, 22913, 23446 (including the median on Highland Home Road), 23598 (includes frontage of several homes along Moonbeam Drive), 28252, 29721, 30186, 30222 (including Richard Sanchez Park), 30793, 31833, 31834, 31835, 32109, 32370, and 30906 (portion of this tract that has been accepted by the City). This includes the maintenance of existing and proposed public landscaping and storm drain facilities (including detention/retention basins) installed and constructed within the public places. For the specific locations, the location map for the tract sites is enclosed as Appendix "A". The purpose of Landscape Maintenance District No. 1 is for the maintenance and servicing of landscape medians and parkways, perimeter strips and backup walls, landscaped hillsides with high visibility, side slopes adjacent to sidewalks, flood detention or retention basins, and the irrigation of the above facilities.

B. When additional tracts, or portions thereof, are accepted by the City of Banning and become part of Landscape Maintenance District No. 1, the City and Contractor shall negotiate a fair and reasonable price (based on labor costs, needed planting materials, square footage of area, current costs, etc.) to compensate the Contractor for the newly assigned work. **Note: The City shall decide if any of the above mentioned tracts will be maintained by Public Works Department staff. If City staff maintains a particular tract or any portion thereof, the bid amount for that tract or area (if a portion, the price will be negotiated) will be deducted from the contract award amount. Thus, the scope of services could be reduced by the City at any time during the life of the contract. The City reserves the right to not award any initial contract at all. If a Tract is being rehabilitated or reconstructed and thus the irrigation and plant material are being removed and newly installed, the landscape maintenance of this Tract will be temporarily removed from the Scope of Work and no compensation shall be made on that Tract or portion thereof until the City Engineer notifies the Contractor to resume its' maintenance.**

## IV.C QUALITY CONTROL

A. The Contractor shall prepare and provide an Inspection/Checklist Form for each Zone/Tract area as approved by the Public Works Director/City Engineer or their designee. The Contractor's personnel will use this form to reflect services performed and any exceptions to the requirements. Additionally, both the Contractor's Supervisor and Public Works Director/City Engineer or their designee evaluating the effectiveness and adequacy of services performed, will use this form. This form will be completed weekly and be kept by the Public Works Director in an appropriate binder. A copy of the inspection/checklist will be forwarded to the Public Works Director/City Engineer and/or their designee on a weekly basis.

B. Contractor shall submit detailed description of all hiring, training, testing, and disciplinary policies and procedures used by this firm, prior to the contract award.

## IV.D ADDITIONAL WORK

A. The City Engineer may authorize the Contractor to perform additional work. Additional work shall be defined as work not included in these specifications with the exception of additional tracts, or portions thereof, which may be added.

B. 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 City Engineer, or their designee. In the event that conditions exist where there is imminent danger of injury to the public or damage to property, the City Engineer 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 City Engineer for written approval.

C. Written authorization for additional work from the City Engineer, or their 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 City Engineer and Contractor.

D. All additional work shall commence on the specified date established and shall diligently proceed until completion.

E. Upon completion of the additional work, the City Engineer or their designee shall be notified so that the work may be verified.

F. The Contractor shall submit an invoice for compensation with attached photocopies of original invoices for materials. Compensation shall not exceed the written estimate. The contractor's invoice shall be subject to audit and review by the City prior to payment.

G. The City of Banning reserves the right to repair and/or contract with a third party to perform such additional work.

H. Price Proposal Section: include a price list of all the different labor rates and a percentage markup from the Manufacturer Suggested Retail Price (MSRP) on plants and materials. Additional work quotes will be based on the pricing schedule submitted.

## IV.E CONTRACTOR LIABILITY

A. All damage to existing improvements (turf, shrubs, trees, curb, gutter, sidewalk, sprinkler systems, etc.) located within areas, and adjacent to areas under maintenance, which in the opinion of the City Engineer are due to the Contractor's operation, shall be repaired or replaced at the Contractor's expense with similar materials and in an approved manner.

B. Such repairs and/or replacement shall be performed by the Contractor at no cost to the City, and shall be accomplished as directed by the City Engineer or their representative. Repairs shall be made immediately after damage or alteration occurs. Deductions shall be

made from the Contractor's payment in the amount necessary to compensate the City for such repairs in the event such repair work is done by City forces or another source or is found to be unsatisfactory as stated in the Contractor Noncompliance Section.

C. Irrigation damage shall be repaired or replaced within the following time limits:

   1. Mainline irrigation breaks shall be repaired within two (2) hours.

   2. All other irrigation repair and/or replacement shall be completed within one (1) working day.

D. All damages to turf, ground cover, shrubs or trees shall be repaired or replaced by the Contractor within five (5) working days at no cost to the City.

   1. Damage to turf shall be repaired by replacement with the appropriate variety of sod; reseeding shall not be considered as an adequate repair.

   2. Damage to ground cover shall be repaired by replacement with the appropriate variety of plant material. Size and spacing shall be determined by the City Engineer.

   3. Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the City Engineer the damage is severe, the shrub shall be removed and replaced with a similar variety and size.

   4. Damage to trees shall be repaired in the following manner:

      a. Minor damage such as bark lost from mechanical equipment shall be remedied by a qualified Tree Surgeon or Arborist.

      b. If the damage results in the loss of the tree, or a recommendation of removal, the damaged tree shall be removed and replaced with a similar variety and size.

   5. All damage resulting from chemical application and/or operation, either by spray-drift, improper application, lateral leaching, or other means, shall be corrected in accordance with the previous provisions and the soil conditioned to ensure its ability to support plant life.

E. Damage to large tree(s) or shrub(s) may be replaced with a smaller tree or shrub, per the direction of the City Engineer. The City Engineer will provide a list of approved tree or shrub species. The cost of tree stump grinding (if required) and any other costs to restore the site are at the Contractor's expense.

F. Report all damages, homeless encampments, unsafe working conditions (due to hazardous materials, bio-hazardous, and etc.) to the City for inspection ASAP.

## IV.F INSPECTION

A. The City shall inspect the work area to insure 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 City Engineer.

B. Once the Contract has been awarded, the Contractor shall inspect the LMD No.1 for missing plants, ground cover, shrubs, irrigation materials, etc. and provide such inventory list along with a cost estimate for installation of each item, to the City Engineer for approval. Such inventory list will then be due by April 1st of each year beginning on April 1, 2025 after the initial punch list is made for the newly awarded contract.

   1. It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any areas within this Contract Agreement unsafe, as well as any unsafe practices occurring thereon. The City Engineer shall be notified immediately of any unsafe condition that requires correction.
   2. The Contractor shall be responsible for making minor corrections including, but not limited to filling holes in landscaped areas and paving, using barricades or traffic cones to alert persons of the existence of hazards, and replacing valve box covers.
   3. The Contractor shall inspect all work sites for hazards, or potential hazards on a daily basis.
   4. During the required 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.
   5. 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 City Engineer within five (5) days following the occurrence.

## IV.G SAFETY

A. 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.

B. The City Engineer or their 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.

C. The Contractor shall so conduct its operation as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as deemed necessary by the City Engineer or their designee.

D. The Contractor must abide by the provisions of the **"**WORK AREA TRAFFIC CONTROL HANDBOOK" (WATCH) published by Building News, Inc., 3055 Overland Avenue, Los Angeles, CA 90034 (213) 202-7775.

E. High Level Warning Devices provide advance warning of a work area by being visible to a driver even when the work area is obstructed from view by vehicles or construction equipment.

1. High level warning devices shall be used where indicated by the City Engineer, such as, at street approaches to locations where construction or maintenance work is being performed within or immediately adjacent to a traffic lane.

2. High level warning devices shall be at least 9 feet high with legs base, or truck mounting designed to resist overturning in brisk winds. Sandbags may be used to add weight to the base or legs. High Level Warning devices shall be equipped with a yoke at the top to accommodate at least three flags. Flags shall be fabricated of high visibility orange material and equipped with stays to keep flags extended. Torn or dirty flags shall be immediately replaced.

3. The warning signs are intended to be permanently mounted to the High Level Warning Device. These signs must be approved by the proper authorizing agency. When required, all signs must be provided, installed and maintained by the Contractor. No signs or supports shall bear any commercial advertising. These warning signs shall be high visibility orange material with black lettering.

4. Signs shall be installed immediately before work is to commence and must be removed immediately after work is complete.

5. The location of the signs will depend upon alignment, grade, location of street intersections, and posted speed limit. Signs shall face and be visible to oncoming traffic and be mounted so as to resist displacement. The center of the warning sign shall be at least 4 1/2 feet above the roadway. The Advance Warning signs shall be located on the right hand side of traffic lanes. Minimum Sign Placement From Work Area are listed as follows:

I. <u>Traffic Speed</u> <u>Advancement Warning Sign Placement</u>

| | |
|---|---|
| 25 MPH | 150 FT. |
| 30 MPH | 200 FT. |
| 35 MPH | 250 FT. |
| 40 MPH | 350 FT. |
| 45 MPH | 550 FT. |

## IV.H REMOVING OBSTRUCTIONS AND MAINTENANCE OF EXISTING IMPROVEMENTS

A. When the work hereunder involves performance upon City property, and when the proper completion of the said work requires the temporary or permanent removal of Improvements, the Contractor shall, at their own expense, remove, and without unreasonable delay temporarily or permanently replace or relocate to the satisfaction of the City and of any other person or agency having jurisdiction, all water pipes, drainage lines, irrigation lines, conduits, culverts, driveways, fences, wires, poles, retaining walls, curbs, gutters, concrete walks, trees, shrubs, lawns and all other improvements. All such improvements temporarily removed shall be maintained until permanently replaced, all at the Contractor's expense.

B. Where the work is to be constructed in, or adjacent to, areas which have been improved by lawns, trees, shrubs, or gardens, the Contractor shall remove such trees or plants as may be necessary for the prosecution of the work and give them proper care and attention until the work has been satisfactorily completed, after which the Contractor shall replace them in as nearly the original condition and location as is reasonably possible. Where it is necessary to deposit the excavated materials on the lawns during the process of construction, the Contractor shall first lay burlap or canvas on the lawn to prevent contact between the excavated material and the lawn.

C. Unless otherwise indicated in the contract documents all utility lines, conduits, wires, or structures shall be maintained by the Contractor and shall not be disturbed, disconnected, or damaged by them during the progress of the work, provided, that should the contractor in the performance of the work disturb, disconnect, or damage any of the above, all expense arising from such disturbance, or in the replacement or repair thereof, shall be borne by the Contractor. However, in accordance with Section 4215 of the California Government Code, the Contractor shall be compensated for the cost of locating and repairing damage to main or trunkline utility facilities located on the job site, not due to the failure of the Contractor to exercise reasonable care; for costs of removing or relocating such utility facilities not indicated in the contract documents with reasonable accuracy; and for the operation cost for equipment on the project necessarily idled such work.

D. At least two working days prior to commencing any excavation pursuant to this Contract, the Contract shall contact Underground Service Alert or other appropriate regional notification center if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations.

## IV.I WORK SCHEDULE

A. The Contractor shall accomplish all normal landscape maintenance required under this contract between the hours of 7:00 AM and 6:00 PM, Monday through Saturday. The City Engineer may grant, on an individual basis, permission to perform contract maintenance

during other hours. No maintenance functions that generate excess noise, which would cause annoyance to residents, shall commence before 8:00 AM. The Contractor shall establish a schedule of routine work at each Zone to be followed in the performance of this contract, and submit such schedule to the City Engineer.

B. Within ten (10) days after the start of the maintenance contract, the Contractor shall submit to the City Engineer weekly detailed job schedule, names and titles of all persons working on the project. Materials and/or chemicals to be used on any site shall be approved by the City Engineer or their representative. The City Engineer shall be notified within five (5) working days of any deviation from this schedule or material usage.

C. The Contractor shall maintain and keep current a report form that records all on-going, seasonal and additional work maintenance functions performed on a daily basis by the Contractor's personnel. Said report shall be in a form and content acceptable to the City Engineer and shall be submitted to the City Engineer monthly. The monthly payment will not be made until such report is received by the City Engineer.

## IV.J CONTRACTOR STAFF

A. The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing high quality and on schedule work required under this contract during the prescribed hours.

B. The Contractor shall have competent supervisors, who may be working supervisors, on the job at all times. Work that is being performed must be by those who are capable to communicate effectively both in written and oral English, and discuss matters pertaining to this contract. Supervisors must be able to demonstrate to the satisfaction of the City Engineer that they possess adequate technical background. Any order or communication given to the supervisor shall be deemed as delivered to the Contractor.

C. The Contractor, and their employees, shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. The City Engineer may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City of Banning.

D. The Contractor shall require each of their employees to wear basic public works working attire. This includes proper shoes, and other gear required by the State Safety Regulation, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times; safety vests are required when indicated by the Work Area Traffic Control Handbook.

## IV.K STORAGE FACILITIES

A. The City of Banning shall not provide any storage facilities for the Contractor.

## IV.L SIGNS

A. The Contractor shall not post signs or advertising matter upon the areas under maintenance unless prior written approval is obtained from the City Engineer.

B. The Contractor shall, at all times, remove all unauthorized signs and advertising matter in the area under maintenance.

## IV.M LOCKS AND KEYS

A. Where City of Banning locks and keys are required as part of this contract, the Contractor shall:

1. Not duplicate any coded City key furnished by the City for access and operation of the controller.
2. Surrender all keys furnished by the City promptly at the end of the contract period, or at any time deemed necessary by the City Engineer to prevent loss to the City of Banning.
3. Protect the security of City property by keeping controller cabinet and enclosure doors locked at all times.
4. Refrain from using premises behind locked doors for storage of materials, supplies or tools except as approved by the City Engineer.

## IV.N UTILITIES

A. The City of Banning shall pay for maintenance related water and electrical utilities.

B. Water usage shall not exceed the amount required to comply with irrigation schedules established by the Contractor and approved by the City Engineer.

C. The Contractor may be required to pay for excessive utility usage due to the Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in water usage.

D. The excess cost will be determined by comparing the current usage with historical usage for the same time period.

E. The excess cost factor may be deducted from payments to the Contractor; however, the Contractor will be allowed to explain the increase in utility usage prior to the determination that a deduction is warranted.

## IV.O NON-INTERFERENCE

A. The Contractor shall not interfere with the public use of the premises, and shall conduct their operations so as to offer the least possible obstruction and inconvenience to the

public, nor disrupt the peace and quiet of the area within which the services are performed.

## IV.P PARKING

A. The Contractor's vehicles and equipment shall not be parked or set in such a manner that they block pedestrian access or vehicular right-of-way except as required to comply with all safety standards of CAL-OSHA.

## IV.Q USE OF CHEMICALS

A. The City of Banning under the new 2024 NPDES Permit is required to implement an Integrated Pesticide Management (IPM) program to reduce the use of pesticides and fertilizers. The Contractor shall submit a list of all chemical herbicides, pesticides and rodenticides proposed for use under this contract for approval by the City Engineer upon award of the contract. Materials used shall be limited to chemicals approved by the State of California Department of Food and Agriculture. The list shall include the exact brand name and generic formulation. The use of a chemical on the list shall be based on the recommendations of a licensed pest control advisor. The Contractor shall provide a list of pesticide applicator personnel and a copy of their Qualified Applicator license, issued by the Dept. of Pesticide Regulation Licensing to the City each year of the Contract. All staff applying pesticides are certified under the California Department of Pesticide Regulation or are under the direct supervision of a certified pesticide applicator

B. The IPM requires that the contractor shall eliminate the application of pesticides and fertilizers (1) when two or more consecutive days with greater than 50% chance of rainfall are predicted by the National Oceanic and Atmospheric Administration, (2) during the 48 hours following a 0.5-inch rain event, or (3) when water is flowing off the area where the application is to occur.

C. The use of chemicals shall conform to the current County of Riverside Agriculture Commissioner regulations.

D. No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by the City Engineer as appropriate for the purpose as proposed.

E. Submit Safety Data Sheet (SDS) (formerly MSDS) to the City for approval.

## IV.R DISEASE AND PEST CONTROL

A. The Contractor shall regularly inspect all landscaped areas for the presence of disease, snail, insect or rodent infestation. The Contractor shall advise the City Engineer within five working *(5)* days when any disease, snail, insect or rodent infestation is found; they shall identify the disease, snail, insect or rodent and specify control measures to be taken. Upon written approval of the City Engineer, the contractor shall implement the

approved control measures, exercising extreme caution in the application of all spray materials, dusts or other materials utilized.

B. Approved control measures shall be continued until the disease, snail, insect or rodent is controlled. The Contractor shall utilize all safeguards necessary during disease, snail, and insect or rodent control operations to ensure safety of the public and the employees of the Contractor.

C. The Contractor shall perform at their sole expense the following services:

1. All work involving the use of chemicals will be accomplished by a State of California licensed pest control operator. A written recommendation by a person possessing a valid California Pest Control Advisor License is required prior to chemical application.

2. All chemicals requiring a special permit for use must be registered by the Contractor with the County Agricultural Commissioner's Office and a permit obtained with a copy to the City Engineer prior to use. Pesticide application employees are trained and certified under the Federal Insecticide Fungicide and Rodenticide Act (FIFRA) requirements and the California Food and Agriculture Code. A copy of this license shall be given to the City Engineer to comply with the City's NPDES Permit.

3. A copy of all forms submitted to the County Agricultural Commissioner shall be given to the City Engineer on a monthly basis.

4. All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California will be adhered to.

## IV.S WEED AND TRASH CONTROL

A. For the purpose of these specifications, a weed will be considered as "any undesirable or misplaced plant." Trash shall be considered garbage or debris should as discarded food or items, plastic straws or bags, etc.

B. All areas within the specified maintenance area, including but not limited to, turf grass, shrub and ground cover areas, banks, planters, and hardscape areas shall be kept free of weeds and trash at all times.

C. Weed removal shall consist of complete removal of all weeds, including top growth and roots, as the weeds appear.

D. Weed and trash control shall be performed a minimum of one (1) time per week when the grass is mowed weekly. It shall be tied into when the grass is mowed, so if the grass is mowed less frequently, so too will the trash pickup. They shall be done on the same frequency.

E. Bare areas between plants shall be cultivated by hand /every six weeks and as requested by Public Works Dept. staff basis.

F. Weeds shall be controlled either by hand, mechanical or chemical methods; however, the City Engineer may restrict the use of chemical weed control in certain areas. Trash shall be removed by hand.

## IV.T METHOD OF IRRIGATION

A. Irrigation shall be done by the use of automatic or manual sprinkler systems where available and operable.

B. All areas receiving marginal coverage shall be irrigated by a portable irrigation method. The Contractor shall furnish all hoses, nozzles, sprinklers, etc., necessary to accomplish this supplemental irrigation. Care shall be exercised to prevent a waste of water, erosion, and/or detrimental seepage into existing underground improvements or structures.

C. Require a Certified Irrigation Technician (CIT) or equivalent in maintaining the irrigation system.

## IV.U INITIAL IRRIGATION INSPECTION

A. The Contractor shall initially inspect and familiarize themself with the entire irrigation system at all work sites and identify all needed repairs.

B. Required repairs and associated costs (cost estimate) shall be submitted to the City Engineer in a written statement within two (2) weeks after the start date of the Landscape Services Contract. If a written statement documenting the required repairs is not received by the City Engineer within the stated time frame, the entire system shall be interpreted as being fully operational.

C. The City shall review and verify all submitted repairs. Repairs may be completed by the following methods:

1. Authorize the Contractor to make appropriate repairs at the expense of the City as described in Facilities Description Section.
2. Use City forces to make the required repairs.
3. Use another source to make the required repairs.

D. Upon completion of such repairs the Contractor shall sign-off each area as being fully operational.

## IV.V IRRIGATION INSPECTIONS, MAINTENANCE AND REPAIRS

A. The Contractor shall file a monthly statement with the City Engineer reporting all system malfunctions, damage and obstructions, noting when corrective action was taken and certifying that all irrigation systems are functioning properly.

B. The Contractor shall inspect the operation of the irrigation system weekly for any malfunctions. In addition to regular testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported.

C. The Contractor shall maintain all irrigation systems, at no additional cost to the City, in such a way as to:

1. Guarantee proper coverage and full working capability.

2. Make whatever adjustments may be necessary to prevent overspray or excessive runoff into street right-of-ways or other areas not meant to be irrigated. Water conservation measures will be complied with.

D. The Contractor shall repair or replace inoperable irrigation equipment to maintain a fully operational system, including but not limited to, pressure pipes from the water meter to the control valves, all irrigation pipes, all manual and automatic valves, backflow devices, filters, strainers, pressure regulators, sprinkler heads, irrigation clamps and stakes, anti-drain valves, quick couplers, electrical wiring from the controller to the solenoid valves, emitters, drippers, valve boxes, controllers, valve markers, batteries, fittings and risers.

1. Maintenance includes, but is not limited to; tightening of loose fittings and packing nuts; flushing sprinkler heads, pipes, nozzles, valves, filters, strainers and backflow devices; adjusting sprinkler heads, anti-drain valves and pressure regulators, adjusting and lubricating controllers; and cleaning drip emitters.

E. Irrigation repairs shall be made within the following time limits:

1. Mainline irrigation breaks shall be repaired within two (2) hours of identification or notification.

2. All other irrigation repairs shall be made within one (I) day of identification or notification.

F. Replacement of irrigation components shall be with originally installed materials of the same size and quality. Substitutions must be approved by the City Engineer in writing prior to installation.

## IV.W CONTROLLER PROGRAMMING

A. The City Engineer may change the irrigation schedule as the need develops.

B. Adequate soil moisture will be determined by programming the automatic sprinkler controllers as follows:

1. Whenever possible, automatic irrigation shall be programmed to operate **between the hours of 10:00 PM and 6:00 AM.** The Contractor shall turn off all irrigation systems during periods of rainfall and/or times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices. **If water is found running, an equitable amount may be deducted from the Contractor's payment.**

2. In areas where wind creates problems of spraying water onto private property or road rights-of-way, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night.
3. Consideration must be given to the soil conditions, seasonal temperatures, wind conditions, humidity, runoff and erosion potential and the relationship of conditions which affect day and night watering.
4. Extremely close attention shall be paid to the demands of the plants as influenced by their exposure to sun or shade. Also, the variation in the size of plants, as well as varietal differences must be considered.
5. The irrigation system will be controlled by the Contractor in such a way as not to cause an excessively wet area, which could interfere with the Contractor's ability to mow all turf.
6. A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.

C. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth.

## IV.X IRRIGATION CONTROLLER LOG BOOK

A. The Contractor shall furnish and maintain a controller logbook inside each controller cabinet in a waterproof packet.

B. A controller schedule for each controller shall be submitted to the City Engineer for review and approval within two (2) weeks after the start date of the Landscape Contract.

C. This controller schedule shall be entered into the logbook upon approval. An entry shall be made in the logbook each time a controller program is checked, or a setting is changed.

D. All changes in the controller schedule shall be submitted and approved by the City Engineer prior to implementation of the requested change.

E. The log book shall record the date of the controller program check or change, the results of the program check or reasons for a program change, and the name and initials of the person responsible for the check or change.

F. Upon completion or termination of the Contract Agreement, the logbook shall become the property of the City of Banning.

## IV.Y TURF GRASS CARE

A. Turf Grass Mowing:

1. The Contractor shall mow all turf grass with adequately sharpened reel or rotary type mowers as to provide a smooth and even cut without tearing of turf grass blades.

2. The blade adjustment shall provide a uniform, level cut without ridges, depressions, or scalping.
3. All turf grasses shall be cut at a height between one and three-quarter (1-3/4) and two (2) inches with a rotary type mower throughout the year.
4. Turf grass mowing height adjustments during periods of renovation shall be approved by the City Engineer.
5. All turf grass clippings shall be picked up and removed to a legal dumping site prior after each mowing.
6. Care shall be exercised to avoid depressions in the established grade from mowing when the soil is saturated.
7. A mowing schedule, established by the Contractor and approved by the City Engineer, shall be maintained. All areas shall be mowed per the frequency stated on the Bid Sheet, depending on the Zone; however, the Contractor may request alteration of this mowing frequency during period of inclement weather or slow growth. The mowing schedule will be less frequent during slow growth seasons and the height of grass per Item No. 3 above will also dictate the frequency.

B. Turf Grass Edging and Trimming

1. Turf grass edging and trimming shall be performed weekly/biweekly/monthly at the time of mowing. This schedule will be less frequent during slow growth seasons and will match the mowing schedule.
2. Edging of turf grass shall be performed with a power edger containing a steel blade.
3. All turf grass adjacent to sidewalks, curbs, mowing strips, shrub beds and where no improved surface exists, shall be edged in a neat uniform line.
4. Trimming of turf grass shall be performed along walls, and around valve boxes, water meter boxes, backflow devices, trees, shrubs, or any structures located within the turf grass area.
5. A four (4) inch barren strip shall be provided, and maintained, between turf grass areas and adjacent ground cover. Edging of turf grass and ground cover shall provide uniform delineation adjacent to this barren strip.
6. Trimming of plant material may be required around sprinklers to provide maximum irrigation coverage.
7. All clippings and trimmings shall be removed from the work site the same day work is performed and prior to the Contractor vacating the work site.
8. After mowing and edging are completed, all adjacent walkways and gutters shall be swept clean.

C. Turf Grass Fertilization

1. The turf grass shall be fertilized four times a year to provide a healthy and vigorously growing turf grass with horticulturally acceptable growth and color.
2. Fertilization shall be performed with a balanced fertilizer, consisting of 16-6-8 ratio, at a rate of one (1) pound of actual Nitrogen per 1,000 square feet of area.
3. **The Contractor shall notify the City Engineer, in writing, five (5) working days prior to any fertilizer application. This written document shall include the location and date the fertilizer application will be performed and the type of fertilizer and method of application to be used.**
4. The Contractor shall immediately irrigate after each fertilizer application.
5. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.

D. Turf Grass Renovation

1. All turf grass shall be renovated annually.
2. Renovation shall consist of aerating, verticutting, thatch removal and overseeding.
3. **The Contractor shall notify the City Engineer, in writing, five (5) working days prior to any renovation operation. This written document shall include the location and date the renovation will be performed and the type of equipment and materials to be used.**
4. The Contractor shall remove all renovation-generated debris from the work site the day of the renovation operation and prior to vacating the work site.
5. Aerating shall be performed between March 1 and March 31, and shall be performed with an aerator machine which has one-half (1/2) to one (1) inch in diameter coring tines spaced no more than six (6) inches apart. The machine shall remove cores from the turf a minimum of two (2) inches in length.
6. Overseeding shall be performed within two (2) days after verticutting with properly calibrated seeders.
    a. Turf grass shall be overseeded at a rate of eight (8) pounds of seed per 1,000 square feet. Certified Perennial Ryegrass shall be used. Seed tags shall be provided to the City Engineer.
    b. The overseed shall be covered with one-eighth (1/8) inch of topper. The topper must be approved by the City Engineer and not contain Steer Manure.
7. Reseeding of bare spots shall be performed continually throughout the year to re-establish turf to an acceptable quality.
    a. Reseeding shall be performed with certified turf grass seed similar to the established turf at a rate of eight (8) pounds per 1,000 square feet.

b. Seed shall be topped with one-eighth (1/8) inch of topper. The topper must be approved by the City Engineer and shall not contain Steer Manure.

c. The City Engineer may require the use of sod when deemed necessary. Provided that the loss of turf grass was not due to the negligence of the Contractor, the Contractor shall be entitled to the wholesale cost of the sod only.

## IV.Z GROUND COVER CARE

A. Ground covers are low growing plants that grow in colonies to form a solid mat over the surface of the ground. The plants give a flat or two-dimensional effect to the landscape, such as, but not limited to arctotheca, gazania, vinca, baccharis, ivy trachelosperum, and varieties of ice plant.

B. Edging and Trimming of Ground Cover.

1. Edging of ground cover areas shall be performed once every six weeks, unless Public Works Dept. staff requests more often, as needed during growing seasons.
2. All ground cover adjacent to sidewalks, curbs, mowing strips, or where no improved surface exists, shall be edged in a neat, uniform line.
3. All ground cover shall be continually trimmed at the dripline of all shrubs.
4. All ground cover shall be continually trimmed along walls, valve boxes, water meter boxes, backflow devices, or other structures located within the ground cover areas.
5. Trimming of ground cover may be required around sprinklers to provide maximum irrigation coverage.
6. All clippings and trimmings shall be removed from the work site the same day work is performed and prior to the Contractor vacating the work site.
7. After edging or trimming, the Contractor shall sweep clean all adjacent sidewalks or gutters.

C. Cultivation of Ground Cover Areas.

1. The open soil between plants shall be cultivated (every six weeks) where the planting permits.

D. Renovation of Ground Cover Areas.

1. Ground cover plantings shall be thinned and pruned for the health of the planting and the appearance of the site.

E. Replanting of Ground Cover Areas.

1. Replanting shall be required to maintain the continuity of the ground cover area. Replacement material costs shall be incurred by the City; however, labor shall be provided by the Contractor at no additional cost to the City.

F. Ground Cover Fertilization.

1. The ground cover shall be fertilized to provide a healthy and vigorously growing ground cover with horticulturally acceptable growth and appearance.
2. Fertilizing shall be performed with a balanced fertilizer, consisting of a 16-6-8 ratio, at a rate of one (1) pound actual Nitrogen per 1,000 square feet.
3. The Contractor shall immediately irrigate after each fertilizer application.
4. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.
5. **The Contractor shall notify the City Engineer, in writing, five (5) working days prior to any fertilizer application. This written document shall include the location and exact date of the fertilizer application and the type of fertilizer and method of application to be used.**

## IV.AA SHRUB CARE

A. Pruning of Shrubs

1. **All shrubs shall be pruned annually in February, or more frequently if needed, to encourage healthy growth habits, removal of dead or damaged branches and maintain natural shape.**
2. Shrubs shall be pruned with sharp pruning tools.
3. Shrubs shall be pruned, as necessary, to prevent encroachment of passageways, walks, streets, and view of signs.
4. All pruning cuts shall be one-quarter (1/4) inch above a node (bud). No projections or stubs shall be allowed to remain.
5. The Contractor shall remove all clippings the same day shrubbery is pruned and prior to vacating the work site.
6. Pruning shall be done to maintain a well-groomed, laced-out appearance, and encourage air movement through the shrub.
7. Shearing, hedging or severe pruning shall not be permitted without prior written permission from the City Engineer.
8. **The Contractor shall notify the City Engineer five (5) working days prior to the annual pruning, in writing, stating the exact location and date the annual pruning shall be performed.**

B. **Shrub Fertilization**

1. Shrubs shall be fertilized as necessary to maintain horticulturally acceptable health and color. Foliar fertilization may be performed when appropriate.

C. Shrub Replacement.

1. All damaged, diseased (untreatable) or dead shrubs shall be replaced with the exact same species and size of plant material that existed.
2. Substitutions for any plant materials must have prior written approval by the City Engineer.
3. Original plans and specifications shall be consulted to determine correct identification of species.
4. All shrubs shall be guaranteed to live and remain in a healthy condition for no less than six (6) months from the date of installation, inspection and verification by the City Engineer.

D. Care shall be taken to prevent soil build-up around the crown of shrubs.

## IV.BB TREE CARE

A. Tree Trimming

1. The Contractor shall be responsible for all tree trimming to a height of twenty (20) feet. Palm Trees shall be trimmed annually.
2. All trees in the work site shall be maintained in their natural shapes. This work shall be accomplished in a manner which will insure that each individual tree is trimmed carefully to promote the tree's health and appearance.
3. All work shall be of the highest quality and performed in accordance with approved professional tree trimming standards.
4. All trees shall be pruned to remove or prevent encroachment where it blocks vision, or encroaches in any manner deemed undesirable by the City Engineer.
5. All trees shall be maintained free of dead, diseased and damaged branches back to the point of breaking. Cuts must be made flush with the parent limb, or trunk to promote proper healing.
6. All sucker growth is to be removed from trees as it occurs.
7. The Contractor shall maintain all branches to avoid encroachment on sidewalks and curb lines at a height less than ten (10) feet.
8. All branches which encroach over private property shall be removed as directed.

B. Tree Staking

1. The Contractor shall, at no additional cost to the City, stake and tie all trees which require support.
2. Tree stakes shall be treated lodgepole pine (to industry standards) not less than eight feet (8') in length for five-gallon size trees, and not less than ten feet (10') for fifteen-gallon size trees. Two (2) tree stakes are required per tree.

3. Guide wires will be of pliable, zinc-coated ten-gauge wire (three ties per tree), and should have a white P.V.C. sleeve for visibility.
4. Trees shall be secured to stakes with cinch ties or equivalent and shall be removed at the direction of the City.
5. Stakes shall not be placed closer than eight (8) inches from the tree trunk.
6. Stakes and ties shall be placed so no chafing of bark occurs and shall be checked frequently, and re-tied as necessary, to prevent girdling.

C. Tree Replacement

1. The Contractor shall be responsible for the complete removal and replacement of trees lost due to the Contractor's faulty maintenance or negligence, as determined by the City Engineer.
    a. Replacement shall be made by the Contractor with the kind and size tree determined by the City Engineer.
    b. Where there is a difference in value between the tree lost and the replacement tree, this difference will be deducted from the Contractor's payment.
    c. In all cases the value of the trees lost will be determined by the City Engineer, using the latest American Shade Tree Conference guidelines for value determination.
2. Downed trees, due to any cause, shall be removed and the stump ground to a depth of grade level and re-filled the same day of identification or notification.
3. Trees lost from causes other than the Contractor's negligence shall be replaced by the Contractor with a fifteen (15) gallon size tree and billed according to the additional work section. The City Engineer may specify a species of tree for replacement different from the one lost.
4. If a tree is to be removed, an arborist may be requested by the City.

D. Fertilization

1. The Contractor shall fertilize trees as necessary to maintain horticulturally acceptable health and color.

E. Tree Irrigation

1. All trees shall be adequately irrigated to maintain a healthy and attractive appearance.
2. Irrigation run-off and overspray shall be minimized.
3. Trees shall be irrigated in a method which promotes deep root growth.

## IV.CC GENERAL CLEAN-UP

A. The Contractor shall remove all trash and accumulated debris from the work sites. In addition, dog feces are also to be removed from the walkways, turf or ground cover areas.

B. The Contractor shall remove all litter from the maintained area on the same schedule as the mowing described above.

C. The Contractor is responsible for removal of all weeds and grass growing in and around the curb and gutter area. The Contractor is responsible to insure the roadway is cleared of all dirt and debris within four (4') feet of the curb and gutter in all areas adjacent to maintenance responsibilities.

D. The Contractor is responsible for cleaning walkways immediately following mowing and edging and by use of power sweeping or blower equipment not less than once per week. This includes removal of all foreign objects from surfaces such as gum, dog feces, grease, paint and graffiti. All walkway cracks and expansion joints shall be maintained weed and grass free at all times.

E. The Contractor shall maintain all drains and catch basins free of siltation and debris at all times. All v-ditches and drainage areas shall be kept clean and edged weekly/tied to the mowing schedule by the Contractor.

F. The Contractor shall remove all accumulated leaves from all areas not less than once per week.

## IV.DD NATURAL AREAS

A. All natural areas shall be maintained in an existing state except for the following items, which shall be performed on a the same schedule as mowing as described above:

1. Remove all trash and debris, or other items as determined by the City Engineer.
2. Provide and maintain a fifteen (15) foot barren area adjacent to any improved area.
3. Remove and/or repair any dead or broken branches or safety hazards within two (2) hours of identification or notification.
4. Maintain all gates and entryways in a safe and usable condition.

## IV.EE REPAIR OF WALKWAYS AND MISCELLANEOUS IMPROVEMENTS

A. All walkways shall be maintained by the Contractor so as to keep the integrity of the walking surface in a safe, unimpaired condition. The Contractor shall be entitled to additional compensation, subject to approval by City as stated in Additional Work Section.

B. The Contractor will not be responsible for total replacement of walkways as a result of normal deterioration, but will be required to replace all improvements damaged by their negligence.

C. It will be the responsibility of the Contractor to repair or replace miscellaneous improvements such as signs and mowing strips, or any other structural improvements within the work sites, unless otherwise specified. The Contractor shall be entitled to additional compensation, subject to approval from City, for these services as stated in Additional Work Section.

## IV.FF EMERGENCY CALLS

A. The Contractor shall have the capability to receive and respond immediately to calls of an emergency nature during normal working hours and outside of normal working hours.

B. Calls of an emergency nature received by the City Engineer shall be referred to the Contractor for immediate disposition.

C. If the Contractor cannot be reached within two (2) hours the City will deduct from the monthly billing the cost of City forces, or other sources, used to repair the emergency.

## IV.GG EXTRAORDINARY SERVICES

A. The Contractor shall be responsible for providing extraordinary maintenance repairs to existing landscape and new landscape areas.

1. Extraordinary maintenance shall include answering emergency calls as required. The Contractor shall respond to an emergency call within two (2) hours. The contractor shall maintain a 24 hours a day on-call service for emergency calls.

2. The Contractor shall notify the City Engineer, or their representative by telephone within 24 hours of any emergency extraordinary work that is performed. Non-emergency extraordinary work requires written approval before the work is performed.

3. The Contractor shall be compensated for extraordinary work as defined in the Additional Work Section.

B. In situations involving emergency repair work after normal work hours, the Contractor shall dispatch qualified personnel and equipment to reach the site within two (2) hours.

1. The Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic.

2. When the Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary and make the required repairs.

C. If a City representative is at the site when the Contractor arrives, the Contractor shall quickly evaluate the situation and discuss it with the representative.

D. An emergency may be called by the following individuals or their designated representative, at any time for extraordinary services involving repair work:

1. City Manager
2. Public Works Director
3. Police Chief
4. City Engineer

## IV.HH COMPENSATION

A. Adjustments (additions or deletions) shall be made to the monthly compensation: if/as new areas are included in the City of Banning, Landscape Maintenance District No. 1, or if individual tracts/areas will instead be maintained by Public Works Department staff, or to meet reduced Scope of Work frequencies in Zones/Tracts with operating deficits.

B. Since LMD No. 1 has Zones with operating deficits, the City may reduce services at any time and negotiate with the Contractor for a revised cost estimate. This is often done before the start of the next Fiscal Year. If this is the case, the City will negotiated with the Contractor.

## IV.II MINOR MODIFICATION

A. The City Engineer may modify these specifications with the joint approval of the Contractor.

## IV.JJ CONTRACTOR NONCOMPLIANCE

A. If the City Engineer determines that there are deficiencies in the performance of the Contract Agreement, the City Engineer will provide a written notice to the Contractor stating the deficiencies and specifying a time frame to correct the specified deficiencies. This time frame shall be reasonable, as determined by the City Engineer, to correct the specified deficiencies.

B. Should the Contractor fail to correct any deficiencies within the stated time frame, the City Engineer may exercise the following measures:

1. Withhold the entire or partial payment.
2. Utilize City forces, or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead.
3. Deduct liquidated damages. Since it is extremely difficult to set a price on the extent of actual damages which result from failure to correct a deficiency within a stated time frame; a reasonable estimate of such damages shall be set at $200 per day, or a portion thereof, for each deficiency which exceeds the stated time frame.

C. The action above shall not be construed as a penalty but as an adjustment of payment to the Contractor to recover City of Banning cost due to the failure of the Contractor to complete or comply with the provisions of the Contract Agreement.

D. The City Engineer shall decide all questions which arise as to the manner of performance and completion per schedule, acceptable fulfillment of the contract by the Contractor, interpretation of the specifications, and compensation to include completion of work by alternate sources.

## IV.KK PAYMENTS WITHHELD

A. The City may withhold entire or partial payment for reasons as follows:

1. Work required in the specifications which is defective, incomplete or not performed.
2. Claims filed, or reasonable evidence indicating probable filing of claims, by supplier, etc.
3. Failure of the Contractor to make payments to subcontractors, or for materials and/or labor.
4. Reports, logs or written documentation required of the Contractor to be delivered to the City Engineer which are incomplete or not performed.

## IV.LL WITHHELD CONTRACT FUNDS

A. The Contractor may, at their sole cost and expense, substitute securities equivalent to any moneys withheld by the City to insure performance under the contract. Such securities shall be deposited with the City or with a State or Federally Chartered Bank as escrow agent who shall pay such moneys to the Contractor upon satisfactory completion of the contract. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Securities eligible for investment under this section shall include those listed in Public Contract Code Section 22300.

## IV.MM COMPLAINTS FROM CITY OF BANNING

A. **The Contractor shall maintain a monthly written log of all complaints, which includes the date and time received and the action taken or the reason for non-action. The monthly log of complaints shall accompany the monthly invoice.**

B. **All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the City Engineer.**

C. If any complaint is not abated within 24 hours, the City Engineer shall be notified immediately of the reason for not abating the complaint, followed by a written report to the City Engineer within five (5) days.

D. If the complaints are not abated within the time specified, or to the satisfaction of the City Engineer, the City Engineer may correct the specific complaint and the total cost incurred by the City of Banning will be deducted and forfeited from the payments owing to the Contractor from the City of Banning.

## IV.NN COMPLIANCE WITH THE LAW

A. The Contractor agrees that their performance under this contract shall comply with all applicable laws of the United States of America, the State of California, the County of Riverside, the City of Banning and any other political entity having jurisdiction over the activities of the contractor.

## IV.OO LABOR STRIKE FROM CONTRACTOR STAFF

A. It will be the responsibility of the Contractor to provide continuous maintenance services, without any interruption.

B. In case of any labor strikes, the Contractor shall provide other means, at its own cost, to provide a comparable continuous service as if there were no strike.

C. Failing to do so will cause the City to take whatever action is deemed necessary to provide such service and the cost will be borne by the Contractor.

## IV.PP PATENTS

A. The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on, or incorporated in, the work.

## IV.QQ ANTI-TRUST CLAIMS

A. In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

# V. Vendor Questionnaire

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Company's demonstrated capability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content. Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation.

## V.A Cover Letter*

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter shall include a brief summary of Company's qualifications and Company's willingness to enter into a contract under the terms and conditions prescribed by this RFP and in the Sample Agreement. The letter must identify a single person for contact during the RFP review process.

*Response required

## V.B Proposal*

A. Statement of Understanding and Approach

- This section must demonstrate an understanding of the Services. It should describe the general approach, organization and staffing required for the Services requested. If necessary, preliminary investigations, due diligence, and research shall be discussed in this section.
- This section should include the following:
  - An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
  - Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
  - Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.

- Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
- Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
- Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City, if applicable.

B. Company Information

- This section shall include contact person information, address and telephone number of the company main office and branch offices. Each Company shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Any supplemental information that Company believes may be pertinent to the selection process may be provided.
- The Proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five (5) years. If the Services require a license or certification, the Proposal shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five years.

C. Company Personnel

- This section shall contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the Company's professional team (managers, contact person, etc.) should be identified by name, title, phone number, and description of the portion of work they will be assigned to perform under this Agreement. Also include major subcontractors (if any) and their degree of involvement in this program. If the Company is including any subcontractors, the Company shall identify how long the Company has worked with the subcontractor.
- An affirmative statement should be included that the proposer and all assigned key professional staff are properly licensed to practice in California.

D. Disclosure

- Please disclose any and all 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. Any past or current business relationship may not disqualify the firm from consideration.

E. Experience and References

- The Proposal must demonstrate that the Company, or its key personnel, meets the minimum experience requirement in #Prerequisites with a legally registered business name, that provides services of a similar type and scope as described in the Scope of Services. A Company shall not have filed for bankruptcy under any business name over the past five (5) years.
- Company shall provide at least 3 references, within the past 5 years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include client names, addresses, telephone numbers, type of facility (government or private), and e-mail addresses of the clients for whom prior work was performed and include an explanation of the services provided along with project start and end dates.

*Response required

## V.C Price Proposal*

All proposals submitted shall have a stated dollar bid amount for providing the services outlined in the Scope of Services. The total shall be an all-inclusive maximum price and to contain all direct and indirect costs including all out-of-pocket expenses with a full and complete breakdown of all said costs, and proposed fees including but not limited to hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, miscellaneous fees, etc., for the first year's audit engagement.

In addition, a statement must be included in this section that if the proposer is charging travel costs, the proposer's charges invoiced to the City for travel, lodging and subsistence shall not exceed the current IRS rates.

In Section 6 Pricing Proposal. Enter the monthly cost per zone within OpenGov. In Section 10 Attachments. Use the detail price proposal form to show the breakdown based on frequency. Also, include labor rates with classification.

*Response required

## V.D Value Added Services

Please describe any value-added services your company offers that may be of use to the City

## V.E Evidence of Insurance*

In addition, the Company shall provide evidence of possession of insurance in the coverage and amounts listed in the Sample Agreement.

City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified in contract sample.

*Response required

## V.F Vendor Forms

Please download the below documents, complete, and upload.

- New_Vendor_Packet.pdf

## V.G Type of Business*

☐ C Corporation
☐ S Corporation
☐ Limited Liability C Corporation
☐ Partnership
☐ Limited Liability Partnership
☐ Sole Proprietor/Individual
☐ Other
*Response required

## V.H Type your Legal Company Name Here*

State your Company's Name Here. This will be verified against the California Secretary of State's Website.

*Response required

## V.I EX PARTE COMMUNICATIONS CERTIFICATION*

I certify that Bidder and Bidder's representatives have not had any communication with a City Councilmember concerning this IFB at any time after the date and time that this IFB was publicly advertised.

☐ Yes
☐ No
*Response required

## V.J EX PARTE COMMUNICATIONS CERTIFICATION CONTINUED*

If stated "Yes" above, please explain the circumstances in the following space, or state "None."

*Response required

## V.K DISQUALIFICATIONS QUESTIONNAIRE*

Has the Company, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

☐ Yes
☐ No
*Response required

## V.L DISQUALIFICATIONS QUESTIONNAIRE CONTINUED*

If stated "Yes" above, please explain the circumstances in the following space, or state "None."

*Response required

## V.M DISCLOSURE OF GOVERNMENT POSITIONS*

Each Bidder shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

*Response required

## V.N CERTIFICATION COMPLIANCE*

Please download the below documents, complete, and upload.

- Certification-Compliance_wi...

*Response required

# VI. Pricing Proposal

## PROPOSAL SHEET

Note: "Per plans" means the Tract has improvement plans on file. Retention Basins in Zone 1 will include trash pickup and weed abatement twice per year in price above for Zone 1. The frequency may be reduced in a Zone depending on the budget for that Zone during the term of the contract or Fiscal Year.

| Zone | Tract No. | Specific Location | Frequency | Quantity | Unit of Measure | Unit Cost | Total |
|---|---|---|---|---|---|---|---|
| 1 | 22810, 22811, 22913 | Oregon Trail, east side, per site visit with staff | Shrubs and ground cover quarterly. | 12 | Monthly | | |
| 1 | 30186 | Mountain Avenue, Wilson Street and Oregon Trail west side, does not include Retention Basin, per Plans and site visit with staff | Shrubs and ground cover quarterly | 12 | Monthly | | |
| 1 | 30222 | Richard Sanchez Park and trail, per Plans and site visit | Mowing frequencies: Weekly during May 1 through Aug. 31; Biweekly during Sept. 1 through Oct. 31 and April 1 through April 30; Monthly Nov. 1 through March 31. Shrub frequencies: Biweekly May 1 through Aug. 31, then monthly. | 12 | Monthly | | |
| 1 | 30222 | Mountain Avenue, per Plans and site visit | Shrubs and ground cover quarterly. | 12 | Monthly | | |

| Zone | Tract No. | Specific Location | Frequency | Quantity | Unit of Measure | Unit Cost | Total |
|---|---|---|---|---|---|---|---|
| 2 | 21882 | Wilson Street and Highland Home Road west side, per Site Visit with staff | Mowing frequencies: Weekly during May 1 through Aug. 31; Biweekly during Sept. 1 through Oct. 31 and April 1 through April 30; Monthly Nov. 1 through March 31. Shrub frequencies: Biweekly May 1 through Aug. 31, then monthly. | 12 | Monthly | | |
| 2 | 23446 | Wilson Street and Highland Home Road east side, includes median on Highland Home Road, per Site Visit with staff | Mowing frequencies: Weekly during May 1 through Aug. 31; Biweekly during Sept. 1 through Oct. 31 and April 1 through April 30; Monthly Nov. 1 through March 31. Shrub frequencies: Biweekly May 1 through Aug. 31, then monthly. | 12 | Monthly | | |

| Zone | Tract No. | Specific Location | Frequency | Quantity | Unit of Measure | Unit Cost | Total |
|---|---|---|---|---|---|---|---|
| 3 | 29721 | Wilson Street and Omar Street, east side, per Site Visit with staff and per Plans | Mowing frequencies: Biweekly during May 1 through Aug. 31; Monthly Sept. 1 through April 30. Shrubs frequency: quarterly. | 12 | Monthly | | |
| 4 | 32109 | Wilson Street and Alder Court, west side, per Site Visit with staff and per Plans | Shrubs and ground cover quarterly. | 12 | Monthly | | |
| 5 | 23598 | Wilson Street, Sunrise Ave. and includes Moonbeam Drive frontage per site visit with staff and per Plans | Mowing frequencies: Biweekly during May 1 through Aug. 31; Monthly Sept. 1 through April 30. Shrubs frequency: quarterly. | 12 | Monthly | | |
| 6 | 28252 | Hathaway Street, west side, per Plans and site visit with staff | Mowing frequencies: Weekly during May 1 through Aug. 31; Biweekly during Sept. 1 through Oct. 31 and April 1 through April 30; Monthly Nov. 1 through March 31. Shrub frequencies: Biweekly May 1 through Aug. 31, then monthly. | 12 | Monthly | | |

| Zone | Tract No. | Specific Location | Frequency | Quantity | Unit of Measure | Unit Cost | Total |
|---|---|---|---|---|---|---|---|
| 6 | 28252 | Retention Basin, per Plans and site visit with staff | Mowing frequencies: Weekly during May 1 through Aug. 31; Biweekly during Sept. 1 through Oct. 31 and April 1 through April 30; Monthly Nov. 1 through March 31. Shrub frequencies: Biweekly May 1 through Aug. 31, then monthly. | 12 | Monthly | | |
| 7 | 30793 | Wilson Street, Foothill Drive, includes portion of Omar Street, per Site Visit with staff and per Plans | Shrub frequencies: Biweekly May 1 through Aug. 31, then monthly. | 12 | Monthly | | |
| 8 | 31833 | Charles Street, north side, per Site Visit with staff and per Plans | Mowing frequencies: Biweekly during May 1 through Aug. 31; Monthly Sept. 1 through April 30. | 12 | Monthly | | |
| 8 | 31834 | Charles Street, south side, per Site Visit with staff and per Plans | Mowing frequencies: Biweekly during May 1 through Aug. 31; Monthly Sept. 1 through April 30 | 12 | Monthly | | |

| Zone | Tract No. | Specific Location | Frequency | Quantity | Unit of Measure | Unit Cost | Total |
|---|---|---|---|---|---|---|---|
| 9 | 31835 | Charles Street, Hargrave Street and Victory Avenue, (tract perimeter) per Site Visit with staff and per Plans | Shrubs and ground cover quarterly. | 12 | Monthly | | |
| 10 | 30906 | Mountain Avenue, west side and interior Oak Lane, per Site Visit and per Plans | Mowing frequencies: Weekly during May 1 through Aug. 31; Biweekly during Sept. 1 through Oct. 31 and April 1 through April 30; Monthly Nov. 1 through March 31. Shrub frequencies: Biweekly May 1 through Aug. 31, then monthly. | 12 | Monthly | | |
| 10/11 | 30906, 32370 | Retention Basin, per Site Visit and per Plans | Tree trimming annually, weed abatement and trash removal monthly. | 12 | Monthly | | |
| 11 | 32370 | Mountain Avenue, west side, North and South of Cedar Lane, frontage along the tract, per Site Visit and per Plans | Shrub frequencies: Biweekly May 1 through Aug. 31, then monthly. | 12 | Monthly | | |
| | | | | | | | |
| TOTAL | | | | | | | |

# VII. Submission Instructions And Inquiries

## VII.A Inquiries

If prior to the date fixed for submission of Proposals, a prospective Company discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFP or any of its appendices, exhibits or attachments, the Company shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

If a Company fails to notify the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to the Company, or an error that reasonably should have been known to the Company, the Company shall submit its Proposal at its own risk, and if the Company is awarded a Contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All communications regarding technical, scope, and/or project related questions and requests for clarifications, changes, exceptions, and deviations to the terms and conditions set forth in this RFP **shall be submitted via "Q&A"** through the City's Electronic Bidding System, OpenGov, before the deadline and according to these specifications herein. Any and all other bidding communications shall only be with **Barbara Mason, Purchasing Manager**, at (951) 922-3121.

**The Final day for receipt of questions from the Proposer shall be on or before the due date indicated in the schedule of events section.** To ensure fairness and avoid misunderstandings, **all communications must be in written format** and submitted only in the format set forth above. Any verbal communications will not be considered or responded to. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted on the City's website. **Any communications, whether written or verbal, with any City Councilmember, City staff, or RFP evaluation panel member other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Proposer shall be disqualified from consideration.**

## VII.B Completion Of Proposal

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City's Selection Committee, such information was intended to mislead the City in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, the proposal will be rejected. Statements made by a Company shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Unauthorized conditions, exemptions, limitations, qualifications, or provisions attached to a Proposal will render it non-responsive and will cause its rejection.

The Company, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a "no response" is appropriate.

Costs for developing Proposals are entirely the responsibility of the Company and shall not be chargeable to the City. The City shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process. All costs shall be borne by the Company responding to this RFP. The Company responding to this RFP shall hold the City harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the Company.

## VII.C Delivery / Submission Of Proposals

The Final day for submission of proposals shall be on or before the due date indicated in the schedule of events section.

Companies shall register on the City's Electronic Bidding System, https://www.banningca.gov/bids. Once registered, Companies must download the RFP while logged in under their own name and identification number to appear on the Current Prospective Bidders List as a "Prospective Bidder." Companies that fail to download the RFP will not appear on the Current Prospective Bidders List and their proposals will be considered non-responsive. If a Company is unable to register or download the RFP from the bidding website, a representative may contact ProcureNow.

All proposal documents and supplementary documents must be uploaded using the City's bidding website prior to event date and time as instructed in this solicitation. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point respondents will receive an email confirmation from the bidding website.

The City reserves the right to reject any and all proposals and to waive information and minor irregularities in any proposal received.

Acceptance of Terms and Conditions - Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP.

The time and date are fixed, and extensions will not be granted unless specifically stated by the City in an addendum to this RFP. Proposals not received before the bid event time will not be accepted.

## VII.D Alternative Proposals

Only one proposal is to be submitted by each Company for this RFP. Multiple simultaneous proposals will result in rejection of all Proposals submitted by Company. A Company may, prior to the proposal due date and time, withdraw a proposal and submit a new proposal, so long as the new proposal is submitted before the proposal due date and time.

## VII.E Examination Of RFP And Sites Of Work

The Company shall carefully examine the RFP and all sites, if applicable, of the work contemplated. The submission of a Proposal shall be conclusive evidence that the Company has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Contract Documents.

By submitting a Proposal, the Company hereby certifies that it has: examined the local conditions, read each and every clause of this RFP, included all costs necessary to complete the specified work in its proposed prices, and agrees that if it is awarded the Contract it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by it, the Company agrees to assume all risks incident thereto.

## VII.F Addenda

Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged electronically via the City's Bidding Website, which will be made part of the proposal. Addenda notifications will be provided to those listed on the Electronic Prospective Bidder's List via email.

## VII.G Withdraw Of Proposals

All proposals shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of proposals noted herein. Submitted Proposals may be withdrawn at any time prior to the submission deadline.

# VIII. Evaluation Criteria

The City reserves the right to amend, withdraw, and cancel this RFP. The City also reserves the right to reject all responses to this RFP at any time prior to agreement execution. Furthermore, the City reserves the right to request additional information about any and all Proposals, that in City's opinion, is necessary to assure that the Company's competence, number of qualified employees, business organization, experience, and financial resources are adequate to perform the Services.

All Proposals shall be reviewed to verify that the Company has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as non-responsive.

Responsive proposals will be evaluated on the basis of the criteria below. **If needed, interviews will be scheduled during or after the week indicated in the "Schedule of Events" section.** If needed, interviews will be conducted by the same members on the proposal evaluation panel. Dates, times, and a location will be coordinated at that time if interviews are deemed necessary after the evaluation of responsive proposals. If interviews are deemed necessary, candidates who have submitted the highest scoring proposals within a competitive range as determined by the City will be invited to participate in the interview process.

The selected Company shall then enter into exclusive negotiations with the City to formalize the Scope of Service and Compensation. Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until a City and the Company reach agreement.
The City intends to select the Company that offers the best value to the City based on the criteria outlined above.

| No. | Evaluation Criteria | Scoring Method | Weight (Points) |
|---|---|---|---|
| 1. | **Qualifications** | Points Based | 15<br>*(15% of Total)* |
| 2. | **Pricing** | Points Based | 50<br>*(50% of Total)* |
| 3. | **Experience (Projects of similar size and scope)** | Points Based | 15<br>*(15% of Total)* |
| 4. | **Professional References** | Points Based | 5<br>*(5% of Total)* |

| | | | |
|---|---|---|---|
| 5. | **Approach and Methodology** | Points Based | 10<br>*(10% of Total)* |
| 6. | **Value Added Services** | Points Based | 5<br>*(5% of Total)* |

# IX. Resulting Contract

## IX.A CONTRACT TERM

The initial term of the Agreement shall last **one (1) year from the date of execution with the option to extend for four (4) additional one-year terms not to exceed five (5) years** based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement.

Pricing is to remain firm for the initial contract term. Should the option to renew for additional years be exercised, City and Company may negotiate any and all price modifications.

## IX.B CONTRACT DOCUMENTS

In submitting a Proposal, the Company agrees to enter into an Agreement with the City ***without exceptions to the City's standard agreement***. The City's standard agreement is **non-negotiable**, and a copy of the standard agreement is attached herein. **Any change to the standard agreement will deem the Proposal non-responsive**. In the event of a conflict exists between documents the following order of precedence shall apply:

- Agreement
- City of Banning's Request For Proposals
- Company's Response to the Request For Proposals

## IX.C EXECUTION OF AGREEMENT

After contract award, the following shall be signed and returned to the City within fourteen (14) calendar days from the date the City mails, or by other means delivers said documents to the Company:

- The Agreement in the form included herein, properly executed by the Company.
- Certificates of Insurance and Additional Insured Endorsement evidencing coverage as specified in the sample agreement.
- Confirmation of current business tax certificate.
- Bonds, if required.

In any event that day fourteen (14) of calendar days falls on Saturday, Sunday, a legal holiday for the State of California, or on days when the City is closed, the Contract Documents shall be delivered by the following working day.

No Agreement shall be binding upon the City until all documents are fully executed by the Company and the City.

## IX.D FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement and furnish the required insurance and business tax certificate, within the required time period shall be just cause for the rescission of the award. If bonds are also required, failure to furnish sufficient bonds shall cause rescission of the award. If the successful Company refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Company.

# X. Terms And Conditions

## X.A Contract Terms And Conditions

The successful company will be required to execute the City's standard agreement ("Agreement"). A sample is attached herein. The successful company must meet all insurance requirements in the Agreement. All terms and conditions of the Agreement are non-negotiable. Companies must possess valid City of Banning Business License throughout the term on the contract. Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If any of the successful Companies refuse or fail to execute the Agreement, the City may award the Agreement to the next most qualified Company.

## X.B Public Records

All Proposals submitted in response to this RFP become the property of the City and pursuant to the Public Records Act (Gov. Code, § 6250 et seq.) are public records, and as such may be subject to public review at least 10 days before selection.

The Company must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that the Company may obtain. Note that under California law, price proposal to a public agency is not a trade secret.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

The City reserves the right to make use of any information or idea contained in the Proposal. All materials, ideas and formats submitted in response to this RFP will become the property of the City upon receipt.

## X.C Conflict Of Interest

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

## X.D Rejection Of Proposals

The City may reject any/or all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Company from full compliance with this RFP and/or the Contract Documents if awarded the Contract. Proposals that include terms and conditions other than City's terms and conditions may be rejected as being non-responsive. The City may make investigations as deemed necessary to determine the ability of the Company to perform the work, and the Company shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy the City that such Company is properly qualified to carry out the obligations of the Agreement and to complete the work described herein.

## X.E Protest Procedures

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

## X.F Cancellation

The City retains the right to cancel this RFP at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposals.

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

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Kevin G. Ennis, Esq., 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.

# Landscape Maintenance

# Proposal

City of Banning – Operation and Landscape Mainteannce – District NO. 1 RFP-24-061

Due: May 9, 2024, at 11:59 PM

MARIPOSA

LANDSCAPES INC

M A R I P O S A

L A N D S C A P E S I N C

April 29, 2024

# Cover Letter

City of Banning
99 E. Ramsey Street
Banning, CA 92220
Attn: Barbara Manson
(951) 922-3121

RE: Request for Proposal, Operation and Maintenance of Landscape Maintenance District No. 1

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.

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 properties.

We value open, honest communication, ongoing staff training, and new methods and technologies that will help us do the best job possible. 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. We believe great communication is the key to every successful contract that we are awarded. For this reason, we will assign an experienced and knowledgeable Account Manager to keep in contact with the City of Banning and make sure anything that arises is addressed. He will be responsible for conducting quality inspections and will submit a monthly report to keep the appropriate Managers well informed.

Mariposa Landscapes, Inc. takes pride in the work that we do. We are willing to enter into a contract under the conditions prescribed by this RFP and in the Sample Agreement. We would be honored to work for you and beautify your properties to their ultimate potential.

**Company Name and Address**
Mariposa Landscapes, Inc.
6232 Santos Diaz St, Irwindale, CA 91702

**Contact Information**
Eduardo Salmeron, Estimator
Email: estimating@mariposa-ca.com
Phone: (626) 960-0196 Ext. 2711

Sincerely,

Terry Noriega – President

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Mariposa Landscapes, Inc. takes pride in delivering high-quality service to our clients. We are dedicated to making sure the landscape we maintain in your city is mowed, pruned, watered, and trimmed to be kept away from the sidewalks. We will make sure that our crews are aware to clear debris where needed. Our service for this contract includes inspections of the sites, irrigation reporting, disease and pest control, weed control, trash control, irrigation monitoring, turf care, ground cover care, shrub care, tree care and general clean up.

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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.

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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 and any repairs that may be needed in the irrigation system.

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.

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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.

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Mariposa Landscapes, Inc. will submit a detailed schedule to the City of Banning which includes all the routine activities. After submission and approval of this schedule, we will be ready to start work.

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Our proposal is calculated to provide full time employees to the project on a year round basis. 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.

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Mariposa has read the scope of work and will make sure we complete the maintenance of the locations provided to a satisfactory level. After reading through the specifications provided by the city, we are confident we can provide the level of maintenance that the City of Banning requires. Our crew will be instructed on what the city expects and the level of maintenance that the City of Banning is looking for per the specifications. With an open line of communication with the City of Banning we can look for deficiencies that can be improved on and make sure the city is satisfied with our service.

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We perform internal quality control on our work to free up our contract monitor or client representative (be it a Public Works Inspector or Property Manager) so that he or she will have a reduced workload. This creates a positive environment for everyone involved and enhances our client relationships. Our main philosophy behind quality control is summed up in one statement “Plan your work and work your plan.”

Our Account Managers perform an initial work in process inspection when the first portion of the work activity for each work task is completed. They perform ongoing work in process quality inspections to ensure that the work tasks continue to conform to the project quality requirements. Any outstanding punch items remaining after the work task completion inspection is deemed a 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.

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.

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The Mariposa Account Manager will submit Monthly Work Plans describing maintenance operations of all areas contained within this contract and when the work, including trimming, pruning and applications of chemicals/fertilizers will be accomplished. Other work will include the removing and/or replacing of landscape materials within the scope of this Contract. The work may include landscape renovations of right-of-ways, medians, retention areas and/or common turf areas. The Account Manager will develop the Monthly Work Plans and submit them to the client representative by the 25th of the previous month prior to the regular monthly meeting. The Monthly Work Plan will correlate with the Annual Work Schedule in a more detailed form. After the plan is approved

at the regular monthly meeting the Monthly Schedule Evaluation Form will be completed with the client representative to evaluate the performance of the current month. The Mariposa Supervisor is responsible for creating and submitting these reports.

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The Irrigation Technician will create the Irrigation Reports at the specified frequencies and the Mariposa Account Manager will insure their accurate and timely completion. These reports will include scheduled formal inspections, all service requests, authorized emergency work and repair of damage. The Irrigation Technician will be responsible for conducting a formal inspection and related repairs of the irrigation system as scheduled. Results of the inspection shall be recorded on the Irrigation Inspection Report and checked for accuracy and then delivered to the client representative. The frequency of these reports will vary depending on the work scope.

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A critical aspect of the work is communication. Timely and accurate schedules address a lot of this; however, there is another important aspect that is sometimes overlooked: interpretations of quality. What is beautiful to some is not to others, this is why specifications are written. However, there is always some level of interpretation that can vary from person to person. The goal is to have the Mariposa Account Manager and the client representative both interpreting the expectations of the specifications in the same way. The way we accomplish this is through a graded evaluation of every aspect of the landscape on a site by the Mariposa Supervisor and the client representative. This evaluation is performed prior to the regular client representative meeting by the Mariposa Supervisor. When the regular meeting takes place, this same form is given to the client representative to evaluate the exact same items as the Mariposa Account Manager previously graded. Any differences in evaluation that the client representative has of the same work item or area that were graded by the Mariposa Supervisor are addressed immediately and clarified. The frequency of these evaluations and number of work items evaluated can vary based on the work scope. However, typically a weekly evaluation will be conducted for quality assurance. Please see the sample form provided.

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Even with jobs that go perfectly there are always items that come up during walk-through inspections. These items may have nothing to do with work quality but may be requests for improvement, additional work or notations of concern, etc. One of the key aspects of an action item list is a target completion date. This is included for every item on our form. The Mariposa Account Manager is committed to completion of a requested activity at an agreed upon date. This is in writing; it's quick and easy to fill out. The client representative will have confidence that we will keep our promises because they are documented. Kµ Œ P} *Poo ]ises ade are pro ises ep*. Please see the sample form provided.

Mariposa Landscapes, Inc.

# SITE INSPECTION EVALUATION FORM

Inspection Date: | Job:

Mariposa Account Manager | Job Number:

Client Representative:

**Please give a rating of 1-10 on the following items (1 = unacceptable and 10 being perfect)**

| | | ML | CR |
|---|---|---|---|
| **1.** | **TURF** | | |
| A | Color of turf acceptable | | |
| B | Turf texture, no thin/bare areas | | |
| C | Free of trash/debris | | |
| D | Irrigation leaks visible | | |
| E | Over or under watering | | |
| F | Dry spots | | |
| **2.** | **GROUND COVER/SHRUB AREAS** | | |
| A | Free of trash/debris | | |
| B | Free of weeds | | |
| C | Mulch evenly distributed | | |
| D | Irrigation leaks visible | | |
| E | Groundcover trimming | | |
| **3.** | **TREES/SHRUBS** | | |
| A | Health/vigor | | |
| B | Trimmed per scheduled cycle | | |
| C | Pruned correctly for species | | |
| D | Walkway shrub clearance | | |
| E | Walkway tree clearance | | |
| F | Disease & insects controlled | | |
| G | Irrigation leaks visible | | |
| H | Over or under watering | | |
| I | Trees staked properly | | |
| **4.** | **ANNUAL COLOR/POTS** | | |
| A | Annual flowers healthy | | |
| B | Bed/Pots free of trash/debris | | |
| C | No missing annual color plants | | |
| D | Disease & insects controlled | | |
| E | Irrigation leaks visible | | |
| F | Over or under watering | | |
| **5.** | **D.G. PATHS & OPEN AREAS** | | |
| A | Free of trash/debris | | |
| B | Weeds managed/controlled | | |
| C | Erosion areas repaired | | |

| | | ML | CR |
|---|---|---|---|
| **6.** | **HARDSCAPE AREAS** | | |
| A | Free of trash/debris | | |
| B | Free of weeds in cracks | | |
| C | Standing water | | |
| D | Safety issues reported | | |
| **7.** | **IRRIGATION** | | |
| A | Controllers working | | |
| B | Controllers programmed properly | | |
| C | Schedules submitted/updated | | |
| D | Valves working properly | | |
| E | Valves leaking | | |
| F | Backflow(s) on | | |
| G | Backflow(s) Leaking | | |
| H | Meter readings (if in scope) up-to-date | | |
| I | Water usage analysis up-to-date | | |
| **8.** | **L.V. LIGHTING (if applies)** | | |
| A | System has power | | |
| B | Timer/photocell working | | |
| C | Bulbs working | | |
| D | Fixtures clean | | |
| E | Fixtures broken | | |
| F | Fixtures aimed properly | | |
| **9.** | **WATER FEATURES (if applies)** | | |
| A | Power/working properly | | |
| B | Leaks | | |
| C | Cleaned of debris at inlets | | |
| **10.** | **OTHER (if applies)** | | |
| A | Dog mess cleaned up | | |
| B | Dog stations replenished | | |
| C | Trash cans dumped & new liners | | |
| D | Play equipment clean | | |
| E | Ramadas/picnic tables/BBQs clean | | |
| F | Response time on call-outs | | |
| G | General safety issues reported | | |

**Only enter ratings for items that are applicable to this project (blank = Not Applicable at this time)**

| | ML | CR |
|---|---|---|
| **OVERALL RATING:** Per the above individual ratings, pleas provide an overall rating from 1 to 10 | | |

Mariposa Account Manager Signature/Date (**ML**)

Client Representative Signature/Date (**CL**)

Mariposa Landscapes, Inc.

# ACCOUNT MANAGER INSPECTION ACTION ITEMS

Job:

Today's Date: Job Number:

| ACTION ITEMS | Resolution Date |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| 9. | |
| 10. | |

Mariposa Account Manager Signature/Date

Client Representative Signature/Date

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Mariposa will make sure the “Scope of Work” provided by the city is upheld throughout the duration of the contract. We have put together notes on the tasks and frequencies of each of the tasks provided by the City of Banning. From the weekly mowing , shrub care, ground cover care, and irrigation checking to the annual shrub pruning and tree pruning we have made sure to take a look at the tasks closely to make sure everything is covered. We have allotted 1 Crew of 3 guys twice a week to maintain the landscape in the contract. After that we also have allotted time for tree pruning and shrub pruning within our final price.

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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.)

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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.

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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.

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At 60 days we anticipate operations to be going smoothly and meeting expectations. We perform 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.

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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.

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If the scope of work fluctuates from the specifications Mariposa would be happy to have a conversation with the city regarding what an update to the scope entails and how the prices will be adjusted. We are open to having a back and forth on what the city would like to change and how that will impact the current scope of work.

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The main role the city will need to provide for Mariposa will be the point of contact for the contract. We will need to report on how the current state of the contract is looking. We will need the point of contact to make sure that if any deficiencies are reported to the city they are relayed back to Mariposa for correction.

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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.

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Mariposa Landscapes, Inc. uses every effort to implement "green" environment and energy conservation measures.

Our company has a recycling program for green waste and paper products. We implement this program at our local offices and at all job sites.

Mariposa currently uses hybrid vehicles and is researching and looking forward to obtaining hybrid equipment to be used on our contracts. We strive to be as environmentally conscientious as possible and are expanding our operations to achieve this goal.

We have been certified by the American Green Zone Alliance – Sustainable Land Care Certification (Electric Equipment). This puts us at the cutting edge of industry knowledge in selecting cost effective options related to the latest in commercial grade electric small equipment as well as mowers.

Mariposa works with all clients to assure optimum water usage where possible. With hundreds of ET “Smart” Controller installations over the years, we can assess a property for water savings, create a solution and correctly program these newer irrigation control devices for optimum savings.

In addition to these and other Green Initiatives, we are also committed to leading the industry in minimizing any potential negative impact on the environment.

The key points of its strategy to achieve this are:

- Minimize waste by evaluating operations and ensuring they are as efficient as possible.
- Minimize toxic emissions through the selection and use of its fleet and equipment.
- Actively promote recycling both internally and amongst its customers and suppliers.
- Meet or exceed all the environmental legislation that relates to the Company.
- Adhere to all local codes and ordinances regarding water conservation.

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Mariposa Landscapes Inc. does not intend on using any storage and will bring everything needed from our yard in Bermuda Dunes.

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Legal Name: Mariposa Landscapes, Inc.
Main Office/Mailing Address: 6232 Santos Diaz St., Irwindale, CA 91702
Telephone Number: (626) 960-0196
Fax Number: (626) 960-8477
Proposal Contact Email Address: estimating@mariposa-ca.com
Proposal contact: Eduardo Salmeron

President: Terry Noriega
California Corporation: C1469653
California Employer ID: 368-4753-1
Date Incorporated: January 26th, 1981
Organization Type: Mariposa Landscapes Inc. is a corporation.

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MBE Certification, File No. CCA-7150 for the City of Los Angeles, The Women and Minority Business Enterprise Clearing house has audited and verified our eligibility as a MBE pursuant to the California Public Utilities Commission General Order 156.

## &]v v ] o Z •}µŒ •

Mariposa has been capable of meeting all financial obligations for over 45 years. A strong balance sheet supports $100 Million bonding capacity.

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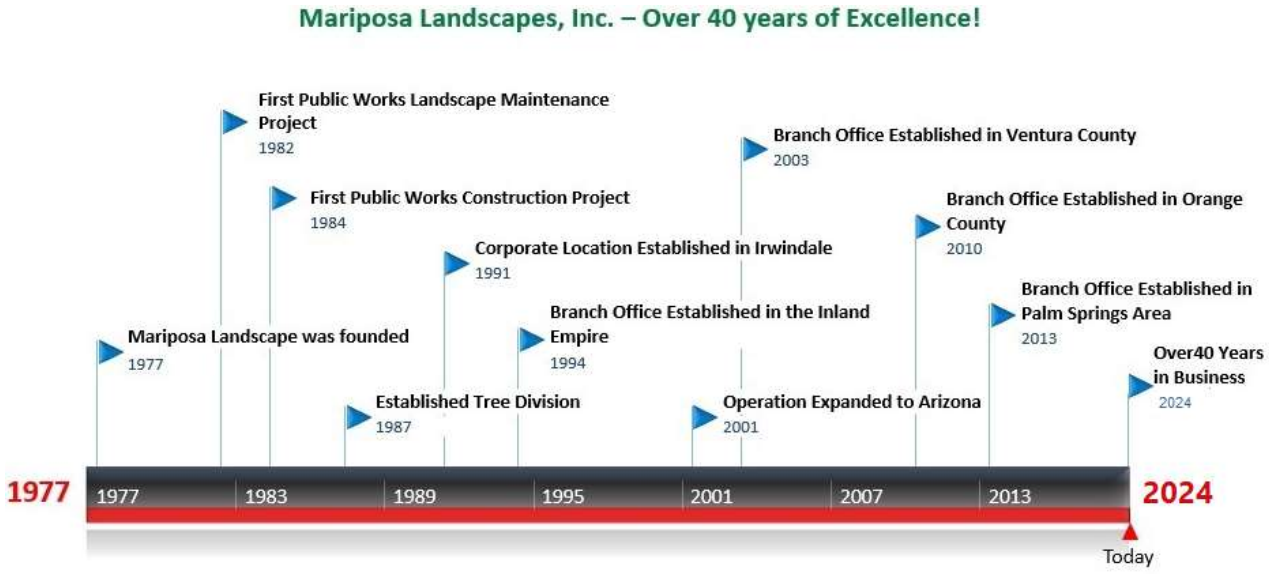
Mariposa Landscapes, Inc. has a recycling program for green waste and paper products. We implement this program at our local offices and at all job sites. Mariposa currently uses hybrid vehicles and electric equipment where required. Mariposa notifies all project managers of the green initiatives prior to the award of contract.



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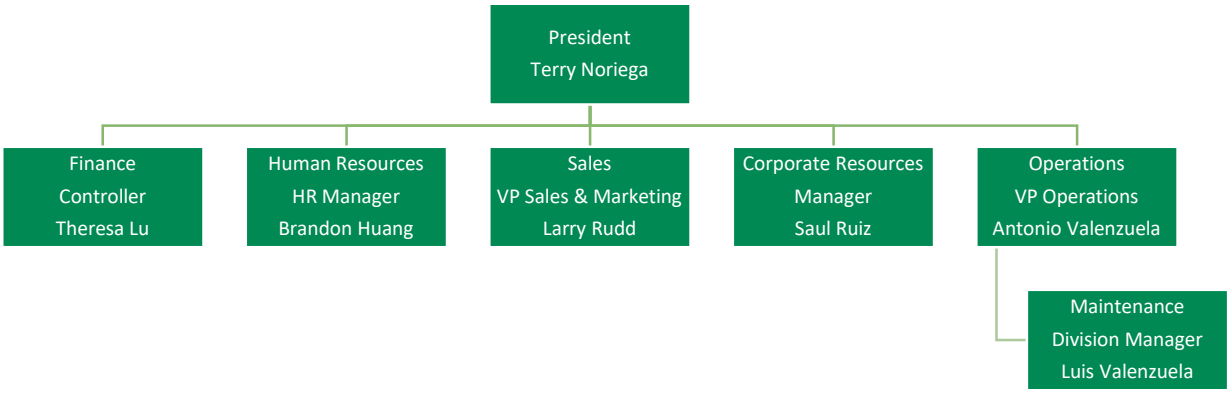
| > } •  v P  o  •  } µ v š Ç<br>15529 Arrow Highway<br>Irwindale, CA  91706<br>Phone 626 960-0397<br>Fax 626 960-3809 | K Œ  v P  } µ v š Ç<br>1107 E. Walnut St<br>Santa Ana, CA 92701<br>Phone 626 960-0196<br>Fax 626 960-8477 | ^  v  Œ v  Œ  ] v }  } µ v š Ç<br>11093 Almond Avenue<br>Fontana, CA  92335<br>Phone 909 429-2546<br>Fax 909 429-2749 |
| Z ] À  Œ • ]  } µ v š Ç<br>13333 S. Central Ave<br>Chino, CA 91710<br>Phone 626 960-0196<br>Fax 626 960-8477 | > X  X  t  ^ } µ š Z  Ç<br>1650 W 130th St<br>Gardena, CA 90248<br>Phone 626 960-0196<br>Fax 626 960-8477 | E } Œ š Z  > X  X  ˜  s  v š µ Œ<br>4790 E. Los Angeles Ave.<br>Somis, CA 93066<br>Phone (800) 794-9458<br>Fax 805-386-4140 |
| W  o u  ^ ‰ Œ ] v P •<br>78355 Darby Rd<br>Bermuda Dunes, CA 92203<br>Phone 626 960-0196<br>Fax 626 960-8477 | ^  v  ]  P }  } µ v š Ç<br>1833 Oceanside Blvd.<br>Oceanside, CA 92054<br>Phone 626 960-0196<br>Fax 626 960-8477 | Œ ] Ì } v<br>7677 N. 67th Avenue<br>Glendale, AZ 85301<br>Phone 623 463-2200<br>Fax 623 463-2223 |

**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 |

# X }u‰ vÇ W Œ•}vv o

At Mariposa Landscapes, Inc. we have a seasoned team of management that bring years of experience in the landscaping field. We are proud to display our management chart along with the resumes of each of the individuals that make up the management team.

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- 45+ years of experience in landscape installation and maintenance
- B.S. in Ornamental Horticulture: California State Polytechnic University, Pomona
- California Contractors Licenses: C-27, A, C61/D49 and C-31
- Pest Control Advisor in 6 Categories
- Qualified Pest Control Applicator in 7 Categories
- Œ š ] ( ] > v • ‰ in Ornamental and Turf Maintenance
- ISA Certified Arborist WE-1182A
- Arizona Contractor's License: ROC178088 K-21
- Arizona Qualifying Party License: 8263
- Arizona Pest Control Business License: 8246



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- Over 30 years of experience in landscape maintenance and irrigation troubleshooting
- Pest Control Qualified Applicator in 3 Categories
- Œ š ] ( ] > v • ‰ in Ornamental and Turf Maintenance
- Certified Landscape Professional
- Backflow Certification in Los Angeles County
- Landscape Water Auditor: Cal Poly SLO
- Past affiliation – Certified Playground Inspector

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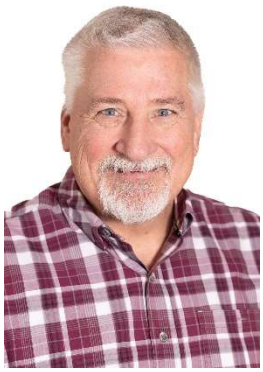

- 46 years in landscape installation and maintenance
- B.S. in Business Management, University of Phoenix
- Œš](] > v • ‰ : Add Category]
- WaterSense Certified
- Arizona Certified Landscape Professional
- American Green Zone Alliance – Electric Equipment
- CPR Safety Trained
- Associate instructor Cal Poly Pomona, Cal State Fullerton

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- Over 13 years of experience working in the safety industry
- Certified OSHA 30
- Certified AHA CPR and First Aid
- Certified Forklift Instructor

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- Over 16 years of experience working in the safety industry
- Certified OSHA 8, 10, 16, and 30
- Certified AHA CPR and First Aid Instructor
- Certified Forklift Instructor
- Certified Claims Adjuster

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- Over 25 years of experience in landscape and construction operations
- Qualified Applicator License, Category B
- Œš](] > v • ‰ , Irrigation]
- ISA Certified Arborist WE-8713A
- Certification – Effective Business Leadership & Development – PDC/GCC

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Andres Perez is the Branch Manager for our Bermuda Dunes yard and is responsible for all surrounding areas. He will be the person overlooking the Account Manager, field supervisor and foreman. Andres has over 25 years of work experience in landscape operations and has past experience working in the City of Banning. Andres Perez will be the person responsible for project management, communication with Regional Manager, Account Manager, and contact with the City of Banning.

- Over 25 years of experience in the landscape industry
- Qualified Applicator License, Category B
- Œ š ] ( ] > v • ‰ , Irrigation Zv ] ] v
- Certificate – Irrigation Design
- Certificate – Irrigation Troubleshooting
- CVAG Overseeding Certificate

## ( ( ] Œ u š ] À ^ š š u v š

Mariposa Landscapes Inc. will ensure that every member of our key professional staff holds the appropriate licenses to practice landscaping and related services within the state. We are committed to upholding the highest standards of professional conduct and we pledge to maintain all necessary licensure for the execution of any project in California.

## X ]• o}•µŒ

Mariposa Landscapes, Inc. has not had any past or present business or personal relationships with any current City of Banning elected official, appointed official, City employee or family.

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Mariposa Landscapes, Inc. has been in business over 45 years providing landscape maintenance services for various cities, counties, public agencies, and private companies. We are a full-service landscape company providing Landscape Maintenance, Landscape Construction, Tree Care, and Hardscape Construction services primarily in the Southern California region. 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.

Our attention to quality and detail is well documented. Our depth of knowledge and level of experience in our management and supervisory personnel is unmatched by competitors.

Mariposa proudly employs amazing team members in the Southern California Region, including Certified Irrigators, Certified Landscape Techs, Certified Arborists and Pest Control Advisor/ Applicators. Mariposa owns 95% of all vehicles and equipment used in its operations. Our entire fleet of equipment is less than 5 years old and well maintained by in-house mechanics who can respond to emergencies immediately. We maintain an inventory of replacement equipment, allowing our Operations team to stay consistent with schedules. We are available 24 hours a day to address emergency call outs.

Mariposa ownership and management are professional landscape people. We embrace the best horticultural practices and are constantly looking for the most effective approach for overall successful landscape maintenance results.

We are committed to bringing the best possible quality for our customers, their properties, and projects. We provide prompt service, expert workmanship, and superior products. We take pride in meeting and exceeding expectations. Our goal is to deliver excellent value for our clients' investment. We treat each customer with extra care and attention. Our work reflects who we are, and we strive to go above and beyond to complete all projects efficiently and provide cities with an esthetically pleasing landscape appearance which they can be proud of.

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. Award-winning craftsmanship, in depth knowledge and high standards of professionalism are applied at every level of work.

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Mariposa has not filed for Bankruptcy under any business name over the last 5 years.

## Z ( Œ v •

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. All of the references below are government facilities.

| ]šÇ }( &}vš v | Term: | 2020-2022 | |
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| > v • ‰ D ]vš v v ^ ŒÀ] • | | | |
| 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 | |

| ]šÇ }( W o u • Œš | Term: | 2021-Current | |
|---|---|---|---|
| > v • ‰ D ]vš v v Œ E}X í | | | |
| 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 | |

| } Z o o s o o Ç t š Œ ]•šŒ] š | Term: | 2019-Current | |
|---|---|---|---|
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| 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 | |

# Landscape Maintenance

# Proposal

City of Banning – Operation and Landscape Mainteannce – District NO. 1 RFP-24-061

Pricing Proposal

Due: May 9, 2024, at 11:59 PM

MARIPOSA

LANDSCAPES INC

1303

## ZONE 1

**Shrub & Ground Cover Frequencies**

| TRACT NO. | SPECIFIC LOCATION | Quarterly May | June | July | Quarterly August | September | October | Quarterly November | December | January | Quarterly February | March | April | Annual Cost | Monthly Average |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 22810 | Oregon Trail, east side, per site visit with staff | $ 435.00 | | | $ 435.00 | | | $ 435.00 | | | $ 435.00 | | | $ 1,740.00 | $ 145.00 |
| 22811 | Oregon Trail, east side, per site visit with staff | $ 525.83 | | | $ 525.83 | | | $ 525.83 | | | $ 525.83 | | | $ 2,103.31 | $ 175.28 |
| 22913 | Oregon Trail, east side, per site visit with staff | $ 435.00 | | | $ 435.00 | | | $ 435.00 | | | $ 435.00 | | | $ 1,740.00 | $ 145.00 |
| 30186 | Mountain Avenue, Wilson Street and Oregon Trail west side, does not include Retention Basin, per Plans and site visit with staff. | $ 2,746.94 | | | $ 2,746.94 | | | $ 2,746.94 | | | $ 2,746.94 | | | $ 10,987.75 | $ 915.65 |
| 30222 | Mountain Avenue, per Plans and site visit | $ 627.36 | | | $ 627.36 | | | $ 627.36 | | | $ 627.36 | | | $ 2,509.43 | $ 209.12 |

**Mowing Frequencies**

| TRACT NO. | SPECIFIC LOCATION | Weekly May 1 - Aug. 31 May | June | July | August | Biweekly Sept. 1 - Oct. 31 September | October | Monthly Nov. 1 - March 31 November | December | January | February | March | Biweekly In April April | Annual Cost | Monthly Average |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 30222 | Richard Sanchez Park and trail, per Plans and site visit . | $ 2,258.96 | $ 2,258.96 | $ 2,258.96 | $ 2,258.96 | $ 1,129.48 | $ 1,129.48 | $ 564.74 | $ 564.74 | $ 564.74 | $ 564.74 | $ 564.74 | $ 1,130.06 | $ 15,248.55 | $ 1,270.71 |

**Shrub Frequencies**

| TRACT NO. | SPECIFIC LOCATION | Biweekly May 1 - Aug. 31 May | June | July | August | Monthly Sept 1 - April 30 September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 30222 | Richard Sanchez Park and trail, per Plans and site visit | $ 1,285.10 | $ 1,285.10 | $ 1,285.10 | $ 1,285.10 | $ 642.55 | $ 642.55 | $ 642.55 | $ 642.55 | $ 642.55 | $ 642.55 | $ 642.55 | $ 642.55 | $ 10,280.79 | $ 856.73 |

| NOTE: | Retention Basins in Zone 1 will include trash pickup and weed abatement twice per year in price. |
|---|---|

## ZONE 2

**Mowing Frequencies**

| TRACT NO. | SPECIFIC LOCATION | Weekly May 1 - Aug. 31 May | June | July | August | Biweekly Sept. 1 - Oct. 31 September | October | Monthly Nov. 1 - March 31. November | December | January | February | March | Biweekly In April April | Annual Cost | Monthly Average |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 21882 | Wilson Street and Highland Home Road west side, per Site Visit with staff | $ 310.04 | $ 310.04 | $ 310.04 | $ 310.04 | $ 155.02 | $ 155.02 | $ 77.51 | $ 77.51 | $ 77.51 | $ 77.51 | $ 77.51 | $ 155.02 | $ 2,092.79 | $ 174.40 |
| 23446 | Wilson Street and Highland Home Road east side, includes median on Highland Home Road, per Site Visit with staff | $ 310.04 | $ 310.04 | $ 310.04 | $ 310.04 | $ 155.02 | $ 155.02 | $ 77.51 | $ 77.51 | $ 77.51 | $ 77.51 | $ 77.51 | $ 155.02 | $ 2,092.79 | $ 174.40 |

**Shrub Frequencies**

| TRACT NO. | SPECIFIC LOCATION | Biweekly May 1 - Aug. 31 May | June | July | August | Monthly Sept 1 - April 30 September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 21882 | Wilson Street and Highland Home Road west side, per Site Visit with staff | $ 665.25 | $ 665.25 | $ 665.25 | $ 665.25 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 5,321.96 | $ 443.50 |
| 23446 | Wilson Street and Highland Home Road east side, includes median on Highland Home Road, per Site Visit with staff | $ 665.25 | $ 665.25 | $ 665.25 | $ 665.25 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 5,321.96 | $ 443.50 |

## ZONE 3

| | | Mowing Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Biweekly May 1 - Aug. 31 | | | | Monthly Sept. 1 - April 30. | | | | | | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 29721 | Wilson Street and Omar Street, east side, per Site Visit with staff and per Plans | $ 51.40 | $ 51.40 | $ 51.40 | $ 51.40 | $ 25.70 | $ 25.70 | $ 25.70 | $ 25.70 | $ 25.70 | $ 25.70 | $ 25.70 | $ 25.70 | $ 411.16 | $ 34.26 |

| | | Shrub Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Quarterly | | | Quarterly | | | Quarterly | | | Quarterly | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 29721 | Wilson Street and Omar Street, east side, per Site Visit with staff and per Plans | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 742.28 | $ 61.86 |

## ZONE 4

| | | Shrub & Ground Cover Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Quarterly | | | Quarterly | | | Quarterly | | | Quarterly | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 32109 | Wilson Street and Alder Court, west side, per Site Visit with staff and per Plans | $ 220.97 | $ 220.97 | $ 220.97 | $ 220.97 | $ 220.97 | $ 220.97 | $ 220.97 | $ 220.97 | $ 220.97 | $ 220.97 | $ 220.97 | $ 220.97 | $ 2,651.59 | $ 220.97 |

## ZONE 5

| | | Mowing Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Biweekly May 1 - Aug. 31 | | | | Monthly Sept. 1 - April 30 | | | | | | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 23598 | Wilson Street, Sunrise Ave. and includes Moonbeam Drive frontage per site visit with staff and per Plans | $ 38.35 | $ 38.35 | $ 38.35 | $ 38.35 | $ 19.17 | $ 19.17 | $ 19.17 | $ 19.17 | $ 19.17 | $ 19.17 | $ 19.17 | $ 19.17 | $ 306.76 | $ 25.56 |

| | | Shrub Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Quarterly | | | Quarterly | | | Quarterly | | | Quarterly | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 23598 | Wilson Street, Sunrise Ave. and includes Moonbeam Drive frontage per site visit with staff and per Plans | $ 464.62 | $ 464.62 | $ 464.62 | $ 464.62 | $ 464.62 | $ 464.62 | $ 464.62 | $ 464.62 | $ 464.62 | $ 464.62 | $ 464.62 | $ 464.62 | $ 5,575.48 | $ 464.62 |

## ZONE 6

| | | Mowing Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Weekly May 1 - Aug. 31 | | | | Biweekly Sept. 1 - Oct. 31 | | Monthly Nov. 1 - March 31 | | | | | Biweekly In April | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 28252 | Hathaway Street, west side, per Plans and site visit with staff | $ 252.47 | $ 252.47 | $ 252.47 | $ 252.47 | $ 126.23 | $ 126.23 | $ 63.12 | $ 63.12 | $ 63.12 | $ 63.12 | $ 63.12 | $ 126.23 | $ 1,704.16 | $ 142.01 |
| 28252 | Retention Basin, per Plans and site visit with staff | $ 252.47 | $ 252.47 | $ 252.47 | $ 252.47 | $ 126.23 | $ 126.23 | $ 63.12 | $ 63.12 | $ 63.12 | $ 63.12 | $ 63.12 | $ 126.23 | $ 1,704.16 | $ 142.01 |

| | | Shrub Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Biweekly May 1 - Aug. 31 | | | | Monthly Sept 1 - April 30 | | | | | | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 28252 | Hathaway Street, west side, per Plans and site visit with staff | $ 223.07 | $ 223.07 | $ 223.07 | $ 223.07 | $ 111.53 | $ 111.53 | $ 111.53 | $ 111.53 | $ 111.53 | $ 111.53 | $ 111.53 | $ 111.53 | $ 1,784.54 | $ 148.71 |

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 28252 | Retention Basin, per Plans and site visit with staff | $ 141.14 | $ 141.14 | $ 141.14 | $ 141.14 | $ 70.57 | $ 70.57 | $ 70.57 | $ 70.57 | $ 70.57 | $ 70.57 | $ 70.57 | $ 70.57 | $ 1,129.09 | $ 94.09 |

## ZONE 7

| | | Shrub Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Biweekly May 1 - Aug. 31 | | | | Monthly Sept 1 - April 30 | | | | | | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 30793 | Wilson Street, Foothill Drive, includes portion of Omar Street, per Site Visit with staff and per Plans | $ 264.05 | $ 264.05 | $ 264.05 | $ 264.05 | $ 132.02 | $ 132.02 | $ 132.02 | $ 132.02 | $ 132.02 | $ 132.02 | $ 132.02 | $ 132.02 | $ 2,112.36 | $ 176.03 |

## ZONE 8

| | | Mowing Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Biweekly during May 1 - Aug. 31 | | | | Monthly Sept. 1 - April 30 | | | | | | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 31833 | Charles Street, north side, per Site Visit with staff and per Plans | $ 161.15 | $ 161.15 | $ 161.15 | $ 161.15 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 1,289.17 | $ 107.43 |
| 31834 | Charles Street, south side, per Site Visit with staff and per Plans | $ 161.15 | $ 161.15 | $ 161.15 | $ 161.15 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 1,289.17 | $ 107.43 |

## ZONE 9

| | | Shrub & Ground Cover Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Quarterly | | | Quarterly | | | Quarterly | | | Quarterly | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 31835 | Charles Street, Hargrave Street and Victory Avenue, (tract perimeter) per Site Visit with staff and per Plans | $2,014.75 | | | $2,014.75 | | | $2,014.75 | | | $2,014.75 | | | $8,058.98 | $671.58 |

## ZONE 10 & 11

| | | Mowing Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Weekly May 1 - Aug. 31 | | | | Biweekly Sept. 1 - Oct. 31 | | Monthly Nov. 1 - March 31 | | | | | Biweekly In April | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 30906 | Mountain Avenue, west side and interior Oak Lane, per Site Visit and per Plans | $ 341.84 | $ 341.84 | $ 341.84 | $ 341.84 | $ 170.92 | $ 170.92 | $ 85.46 | $ 85.46 | $ 85.46 | $ 85.46 | $ 85.46 | $ 170.92 | $2,307.41 | $192.28 |

| | | Shrub Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Biweekly May 1 - Aug. 31 | | | | Monthly Sept 1 - April 30 | | | | | | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 30906 | Mountain Avenue, west side and interior Oak Lane, per Site Visit and per Plans | $ 295.69 | $ 295.69 | $ 295.69 | $ 295.69 | $ 147.85 | $ 147.85 | $ 147.85 | $ 147.85 | $ 147.85 | $ 147.85 | $ 147.85 | $ 147.85 | $2,365.53 | $197.13 |

| | | Shrub Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Biweekly May 1 - Aug. 31 | | | | Monthly Sept 1 - April 30 | | | | | | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 32370 | Mountain Avenue, west side, North and South of Cedar Lane, frontage along the tract, per Site Visit and per Plans | $ 110.71 | $ 110.71 | $ 110.71 | $ 110.71 | $ 55.35 | $ 55.35 | $ 55.35 | $ 55.35 | $ 55.35 | $ 55.35 | $ 55.35 | $ 55.35 | $885.66 | $73.81 |

| | | Tree Trimming Annually | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **TRACT NO.** | **SPECIFIC LOCATION** | May | June | July | August | September | October | November | December | January | February | March | April | **Annual Cost** | **Monthly Average** |
| 30906, 32370 | Retention Basin, per Site Visit and per Plans | $2,232.00 | | | | | | | | | | | | $2,232.00 | $186.00 |

| | | Weed Abatement & Trash Removal Monthly | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **TRACT NO.** | **SPECIFIC LOCATION** | May | June | July | August | September | October | November | December | January | February | March | April | **Annual Cost** | **Monthly Average** |
| 30906, 32370 | Retention Basin, per Site Visit and per Plans | $ 1,596.15 | $ 1,596.15 | $ 1,596.15 | $ 1,596.15 | $ 1,596.15 | $ 1,596.15 | $ 1,596.15 | $ 1,596.15 | $ 1,596.15 | $ 1,596.15 | $ 1,596.15 | $ 1,596.15 | $19,153.75 | $1,596.15 |

**NOTE: The frequency may be reduced in any Zone(s) depending on the budget for that Zone during the term of the contract or Fiscal Year.**

## Travel Costs

Mariposa Landscapes, Inc. will not be charging travel costs. We will be bringing our man power and equipment for our Bermuda Dunes yard.

## ZONE 1

| | | Shrub & Ground Cover Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Quarterly | | | Quarterly | | | Quarterly | | | Quarterly | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 22810 | Oregon Trail, east side, per site visit with staff | $ | | 1,178.98 | | | | | | | | | | $ 1,178.98 | $ 98.25 |
| 22811 | Oregon Trail, east side, per site visit with staff | $ | | 1,425.15 | | | | | | | | | | $ 1,425.15 | $ 118.76 |
| 22913 | Oregon Trail, east side, per site visit with staff | $ | | 1,178.98 | | | | | | | | | | $ 1,178.98 | $ 98.25 |
| 30186 | Mountain Avenue, Wilson Street and Oregon Trail west side, does not include Retention Basin, per Plans and site visit with staff. | $ | | 4,312.01 | | | | $ | | 4,312.01 | | | | $ 8,624.03 | $ 718.67 |
| 30222 | Mountain Avenue, per Plans and site visit | $ | | 627.36 | $ | | 627.36 | $ | | 627.36 | $ | | 627.36 | $ 2,509.43 | $ 209.12 |

| | | Mowing Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Weekly May 1 - Sept 30 | | | | Weekly Sept, Biwkly Oct<br>Weekly Sept. Biweekly Oct | | Monthly Nov. 1 - March 31 | | | | | Biweekly In April | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 30222 | Richard Sanchez Park and trail, per Plans and site visit . | $ 1,215.49 | $ 1,215.49 | $ 1,215.49 | $ 1,215.49 | $ 1,215.49 | $ 607.74 | $ 607.74 | $ 607.74 | $ 607.74 | $ 607.74 | $ 607.74 | $ 607.74 | $ 10,331.66 | $ 860.97 |

| | | Shrub Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Biweekly May 1 - Aug. 31 | | | | Monthly Sept 1 - April 30 | | | | | | | | | |
| | | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 30222 | Richard Sanchez Park and trail, per Plans and site visit | $ 3,483.01 | | | | | | | | $ 3,483.01 | | | | $ 6,966.02 | $ 580.50 |

| NOTE: | Retention Basins in Zone 1 will include trash pickup and weed abatement twice per year in price. |
|---|---|

## ZONE 2

| | | Mowing Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Weekly May 1 - Aug. 31 | | | | Biweekly Sept. 1 - Oct. 31 | | Monthly Nov. 1 - March 31. | | | | | Biweekly In April | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 21882 | Wilson Street and Highland Home Road west side, per Site Visit with staff | $ 310.04 | $ 310.04 | $ 310.04 | $ 310.04 | $ 155.02 | $ 155.02 | $ 77.51 | $ 77.51 | $ 77.51 | $ 77.51 | $ 77.51 | $ 155.02 | $ 2,092.79 | $ 174.40 |
| 23446 | Wilson Street and Highland Home Road east side, includes median on Highland Home Road, per Site Visit with staff | $ 310.04 | $ 310.04 | $ 310.04 | $ 310.04 | $ 155.02 | $ 155.02 | $ 77.51 | $ 77.51 | $ 77.51 | $ 77.51 | $ 77.51 | $ 155.02 | $ 2,092.79 | $ 174.40 |

| | | Shrub Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Biweekly May 1 - Aug. 31 | | | | Monthly Sept 1 - April 30 | | | | | | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 21882 | Wilson Street and Highland Home Road west side, per Site Visit with staff | $ 665.25 | $ 665.25 | $ 665.25 | $ 665.25 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 5,321.96 | $ 443.50 |
| 23446 | Wilson Street and Highland Home Road east side, includes median on Highland Home Road, per Site Visit with staff | $ 665.25 | $ 665.25 | $ 665.25 | $ 665.25 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 332.62 | $ 5,321.96 | $ 443.50 |

## ZONE 3

| | | Mowing Frequencies |
|---|---|---|

| | | Biweekly May 1 - Aug. 31 | | | | Monthly Sept. 1 - April 30. | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 29721 | Wilson Street and Omar Street, east side, per Site Visit with staff and per Plans | $ 51.40 | $ 51.40 | $ 51.40 | $ 51.40 | $ 25.70 | $ 25.70 | $ 25.70 | $ 25.70 | $ 25.70 | $ 25.70 | $ 25.70 | $ 25.70 | $ 411.16 | $ 34.26 |

| | | Shrub Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Quarterly | | | Quarterly | | | Quarterly | | | Quarterly | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 29721 | Wilson Street and Omar Street, east side, per Site Visit with staff and per Plans | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 61.86 | $ 742.28 | $ 61.86 |

## ZONE 4

| | | Shrub & Ground Cover Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Quarterly | | | Quarterly | | | Quarterly | | | Quarterly | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 32109 | Wilson Street and Alder Court, west side, per Site Visit with staff and per Plans | $ 360.73 | $ 360.73 | $ 360.73 | $ - | $ - | $ - | $ 360.73 | $ 360.73 | $ 360.73 | $ - | $ - | $ - | $ 2,164.38 | $ 180.37 |

## ZONE 5

| | | Mowing Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Biweekly May 1 - Aug. 31 | | | | Monthly Sept. 1 - April 30 | | | | | | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 23598 | Wilson Street, Sunrise Ave. and includes Moonbeam Drive frontage per site visit with staff and per Plans | $ 38.35 | $ 38.35 | $ 38.35 | $ 38.35 | $ 19.17 | $ 19.17 | $ 19.17 | $ 19.17 | $ 19.17 | $ 19.17 | $ 19.17 | $ 19.17 | $ 306.76 | $ 25.56 |

| | | Shrub Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Quarterly | | | Quarterly | | | Quarterly | | | Quarterly | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 23598 | Wilson Street, Sunrise Ave. and includes Moonbeam Drive frontage per site visit with staff and per Plans | $ 822.51 | $ 822.51 | $ 822.51 | $ - | $ - | $ - | $ 822.51 | $ 822.51 | $ 822.51 | $ - | $ - | $ - | $ 4,935.05 | $ 411.25 |

## ZONE 6

| | | Mowing Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Weekly May 1 - Aug. 31 | | | | Biweekly Sept. 1 - Oct. 31 | | Monthly Nov. 1 - March 31 | | | | | Biweekly In April | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 28252 | Hathaway Street, west side, per Plans and site visit with staff | $ 252.47 | $ 252.47 | $ 252.47 | $ 252.47 | $ 126.23 | $ 126.23 | $ 63.12 | $ 63.12 | $ 63.12 | $ 63.12 | $ 63.12 | $ 126.23 | $ 1,704.16 | $ 142.01 |
| 28252 | Retention Basin, per Plans and site visit with staff | $ 252.47 | $ 252.47 | $ 252.47 | $ 252.47 | $ 126.23 | $ 126.23 | $ 63.12 | $ 63.12 | $ 63.12 | $ 63.12 | $ 63.12 | $ 126.23 | $ 1,704.16 | $ 142.01 |

| | | Shrub Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Biweekly May 1 - Aug. 31 | | | | Monthly Sept 1 - April 30 | | | | | | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 28252 | Hathaway Street, west side, per Plans and site visit with staff | $ 223.07 | $ 223.07 | $ 223.07 | $ 223.07 | $ 111.53 | $ 111.53 | $ 111.53 | $ 111.53 | $ 111.53 | $ 111.53 | $ 111.53 | $ 111.53 | $ 1,784.54 | $ 148.71 |
| 28252 | Retention Basin, per Plans and site visit with staff | $ 141.14 | $ 141.14 | $ 141.14 | $ 141.14 | $ 70.57 | $ 70.57 | $ 70.57 | $ 70.57 | $ 70.57 | $ 70.57 | $ 70.57 | $ 70.57 | $ 1,129.09 | $ 94.09 |

## ZONE 7

| | | Shrub Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Biweekly May 1 - Aug. 31 | | | | Monthly Sept 1 - April 30 | | | | | | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 30793 | Wilson Street, Foothill Drive, includes portion of Omar Street, per Site Visit with staff and per Plans | $ 264.05 | $ 264.05 | $ 264.05 | $ 264.05 | $ 132.02 | $ 132.02 | $ 132.02 | $ 132.02 | $ 132.02 | $ 132.02 | $ 132.02 | $ 132.02 | $ 2,112.36 | $ 176.03 |

## ZONE 8

| | | Mowing Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Biweekly during May 1 - Aug. 31 | | | | Monthly Sept. 1 - April 30 | | | | | | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 31833 | Charles Street, north side, per Site Visit with staff and per Plans | $ 161.15 | $ 161.15 | $ 161.15 | $ 161.15 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 1,289.17 | $ 107.43 |
| 31834 | Charles Street, south side, per Site Visit with staff and per Plans | $ 161.15 | $ 161.15 | $ 161.15 | $ 161.15 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 80.57 | $ 1,289.17 | $ 107.43 |

## ZONE 9

| | | Shrub & Ground Cover Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Quarterly | | | Quarterly | | | Quarterly | | | Quarterly | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 31835 | Charles Street, Hargrave Street and Victory Avenue, (tract perimeter) per Site Visit with staff and per Plans | $3,018.32 | | | | | | $3,018.32 | | | | | | $6,036.63 | $503.05 |

## ZONE 10 & 11

| | | Mowing Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Weekly May 1 - Aug. 31 | | | | Biweekly Sept. 1 - Oct. 31 | | Monthly Nov. 1 - March 31 | | | | | Biweekly In April | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 30906 | Mountain Avenue, west side and interior Oak Lane, per Site Visit and per Plans | $ 341.84 | $ 341.84 | $ 341.84 | $ 341.84 | $ 170.92 | $ 170.92 | $ 85.46 | $ 85.46 | $ 85.46 | $ 85.46 | $ 85.46 | $ 170.92 | $2,307.41 | $192.28 |

| | | Shrub Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Biweekly May 1 - Aug. 31 | | | | Monthly Sept 1 - April 30 | | | | | | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 30906 | Mountain Avenue, west side and interior Oak Lane, per Site Visit and per Plans | $ 295.69 | $ 295.69 | $ 295.69 | $ 295.69 | $ 147.85 | $ 147.85 | $ 147.85 | $ 147.85 | $ 147.85 | $ 147.85 | $ 147.85 | $ 147.85 | $2,365.53 | $197.13 |

| | | Shrub Frequencies | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Biweekly May 1 - Aug. 31 | | | | Monthly Sept 1 - April 30 | | | | | | | | | |
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 32370 | Mountain Avenue, west side, North and South of Cedar Lane, frontage along the tract, per Site Visit and per Plans | $ 110.71 | $ 110.71 | $ 110.71 | $ 110.71 | $ 55.35 | $ 55.35 | $ 55.35 | $ 55.35 | $ 55.35 | $ 55.35 | $ 55.35 | $ 55.35 | $885.66 | $73.81 |

| | | Tree Trimming Annually | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TRACT NO. | SPECIFIC LOCATION | May | June | July | August | September | October | November | December | January | February | March | April | Annual Cost | Monthly Average |
| 30906, 32370 | Retention Basin, per Site Visit and per Plans | $0.00 | | | | | | | | | | | | $0.00 | $0.00 |

| | | Weed Abatement & Trash Removal Monthly | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **TRACT NO.** | **SPECIFIC LOCATION** | May | June | July | August | September | October | November | December | January | February | March | April | **Annual Cost** | **Monthly Average** |
| 30906, 32370 | Retention Basin, per Site Visit and per Plans | | | | | | | | | | | | | $0.00 | $0.00 |

**NOTE:** **The frequency may be reduced in any Zone(s) depending on the budget for that Zone during the term of the contract or Fiscal Year.**

**CITY OF BANNING**
**STAFF REPORT**

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Douglas Schulze, City Manager** |
| **PREPARED BY:** | **Lincoln Bogard, Administrative Services Director** |
| **MEETING DATE:** | **June 25, 2024** |
| **SUBJECT:** | **Consideration of Resolutions 2024-109, 2024-110, 2024-04 SA, and 2024-05 UA, Approving the Citywide Biennial Fiscal Year 2024-25 and Fiscal Year 2025-26 Budgets** |

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**RECOMMENDATION:**

Adopt Resolutions 2024-109, 2024-110, 2024-04 SA, and 2024-05 UA.

**BACKGROUND:**

Fiscal staff has tentatively finalized the process of preparing the Citywide Biennial Fiscal Year 2024-25 and Fiscal Year 2025-26 Recommended Budgets. This is the final iteration that was presented to the Budget & Finance Committee (BFC) and now to the City Council. The first budget presented was a Preliminary Citywide Biennial Budget. This second budget is the Recommended Citywide Budget. As stated previously, staff endeavored to hone the budget throughout the process to achieve a balanced budget.

Property Tax and various other general revenues revenues are anticipated to continue to increase. There are some one-time revenues in Fiscal Year 2024-25 in the General Fund. Staff managed to create a balanced budget without those one-time revenues in Fiscal Year 2025-26. Currently, the General Fund is expecting a Net Income of $76,417 in Fiscal Year 2024-25 and $78,616 in Fiscal Year 2025-26.

Special Revenue Funds are expecting a Net Loss of ($1,184,282) in Fiscal Year 2024-25 and ($475,731) in Fiscal Year 2025-26. We are expecting approximately $1.5 million in Development Impact Fees to help offset those losses. We will budget at mid-year when we know the actual expected revenues.

Capital Projects Funds are expecting Net Losses of ($566,490) and ($621,490) in the next two Fiscal Years, respectively. Council recently approved an Impact Fee Study and we plan to budget for those expected revenue sources after the completion and approval of the fee study. That is expected to alleviate the deficits in Capital Projects Funds going forward.

We did not adjust the budget for the Airport Enterprise since it is now in wind down and we are unsure of what those costs will be at current.

Transit Enterprise is expecting Net Incomes of $498,539 in Fiscal Year 2024-25 and $5,000,549 in Fiscal Year 2025-26. The large Net Income in Fiscal Year 2025-26 is expected to offset the large Net Loss in FY 2023-24 (this current fiscal year).

Water Enterprise is currently budgeted for a Net Loss of ($10,519,252) and ($4,704,365) in the next two years, respectively. While some drawdown of reserves was expected, the new state standards

surrounding Chromium 6 was not included in the rate study that was conducted a couple of years ago. While staff is endeavoring to reduce cost elsewhere, the implementation of the Chromium 6 compliance is considerable and requires significant capital investment.

Wastewater Enterprise has a budgeted Net Loss of ($1,556,661) in Fiscal Year 2024-25 and Net Income of $4,335,593 in FY 2025-26. That large net income is expected to offset capital construction of the proposed Wastewater Treatment Plant.

Internal Service Funds are still budgeted for large Net Losses of ($4,777,945) and ($4,503,600) for the upcoming budget periods. Staff plans to address this at mid-year when we have updated the Citywide Cost Allocation Plan (2 CFR 200 compliant).

Fiduciary Funds and Successor Agency Funds do not require budgets, but have been presented for transparency purposes.

**JUSTIFICATION:**

The City budgets for a two-year period and this is the Citywide Recommended Budget for Fiscal Years 2024-25 and 2025-26. A mid-year budget update is done midway through each Fiscal Year and a mid-cycle update will be presented in June of 2025.

The Recommended Biennial Budget can be viewed on the City Transparency Portal at: https://banningca.opengov.com/transparency#/104821/accountType=revenuesVersusExpenses&embed=

**FISCAL IMPACT:**

There is no direct fiscal impact, but the budget sets expectations for receipts of revenues and appropriates spending authority for all funds throughout the budget cycles.

**ALTERNATIVES:**

1. Adopt Resolutions 2024-109, 2024-110, 2024-04 SA, and 2024-05 UA as presented.
2. Do not adopt Resolutions and provide alternative direction to staff.

**ATTACHMENTS:**

1. Resolution 2024-109, Budget.docx
2. Exhibit A-Recommended Budget FY 2024-25 and 2025-26.pdf
3. Exhibit B-Resolution 2024-109-Recommended Classification Listing 2024-25 and 2025-26.pdf
4. Exhibit C-Resolution 2024-109-CIP 5 Year 2024-2028 .pdf
5. Resolution 2024-110, GANN Limit.docx
6. Exhibit A-Resolution 2024-110.pdf
7. Resolution 2024-05 UA, Budget.docx
8. Resolution 2024-04 SA, Budget.docx

**RESOLUTION 2024-109**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AND ADOPTING THE TWO-YEAR BUDGET FOR THE FISCAL PERIOD JULY 1, 2024 THROUGH JUNE 30, 2025 AND JULY 1, 2025 THROUGH JUNE 30, 2026, ADOPTING THE FIVE-YEAR CAPITAL IMPROVEMENT PLAN, AND MAKING APPROPRIATIONS TO MEET EXPENSES APPROVED THEREIN, APPROVING BUDGETARY POLICIES AND RECOMMENDATIONS**

**WHEREAS**, the Administrative Services Director prepared the two-year budget plan for Fiscal Year 2024-25 and 2025-26 which set forth all of the expected revenue of the City of Banning, and the recommended appropriations to meet the operating and capital expenses for all City of Banning funds; and

**WHEREAS**, the two-year budget for Fiscal Year 2024-25 and 2025-26 of the City of Banning has been submitted to this Council, and said budget has been considered and, is in form and substance satisfactory to this Council; and

**WHEREAS,** the City departments may not exceed their appropriations by character of expense, with character of expense being defined as personnel services, services and supplies, capital outlay, debt service and interfund transfers, without the consent of the City Manager; and

**WHEREAS,** the City may transfer appropriations, between departments and within their respective funds, as long as those appropriations do not exceed their fund total unless approved by Council; and

**WHEREAS,** the City has presented the capital plan to the Planning Commission Committee and requires public improvements, and a capital improvement program (CIP) which allows for the planning, financing, and prioritizing of said improvements; and

**WHEREAS,** the City departments may not hire in excess of the approved number of positions in the job classification as indicated by the budget detail without the consent of the City Council; and

**WHEREAS,** certain capital projects, programs and commitments have been approved for appropriation in Fiscal Year 2024-2025, the Administrative Services Director shall be authorized to carry over appropriation budgets for these items as approved by the City Manager; and

**WHEREAS,** it is essential that the City of Banning adopt a budget plan establishing the revenues and expenditures for all of its governmental, proprietary and fiduciary funds in accordance with the adopted budget and fiscal policies.

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

SECTION 1. The Two-Year Budget for the City of Banning, for fiscal period July 1, 2022 through June 30, 2023 and July 1, 2023 through June 30, 2024, as summarized in the fund summary, is hereby approved and adopted in the form on file with the City Clerk City Council approves XYZ Agreement with ABC and authorizes the City Manager to sign said agreement.

SECTION 2. The Capital Improvement Program (CIP) for the City of Banning for fiscal period July 1, 2024 through June 30, 2029, as summarized in the fund summary and CIP document.

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

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

**PASSED, APPROVED AND ADOPTED** this 25th day of June 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 2024-109, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of June 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

**EXHIBIT A**
Recommended Budget FYs 2024-25 and 2025-26

# Fund Type Total

| Fund Type | Classification | Account Category | FY 2024-25 Recommended Budget Net Income | FY 2025-26 Recommended Budget Net Income |
|---|---|---|---|---|
| **001 - GENERAL FUND** | **Revenue** | CHARGES FOR SERVICES | 785,631.00 | 793,533.00 |
| | | CONTRIBUTIONS | 280,400.00 | 280,400.00 |
| | | FINES AND FORFEITURES | 261,830.00 | 261,830.00 |
| | | INTERGOVERNMENTAL | 1,151,924.00 | 638,668.00 |
| | | LICENSES AND PERMITS | 7,047,655.00 | 7,017,429.00 |
| | | MISCELLANEOUS INCOME | 2,430,315.00 | 2,435,315.00 |
| | | OTHER INCOME | 350,000.00 | 125,000.00 |
| | | SALES AND SERVICE CHARGES | 1,224,480.00 | 1,269,480.00 |
| | | TAXES | 17,645,492.00 | 18,592,744.00 |
| | | TRANSFERS IN | 4,029,280.00 | 4,050,280.00 |
| | | USE OF MONEY AND PROPERTY | 307,600.00 | 307,600.00 |
| | **Revenue Total** | | **35,514,607.00** | **35,772,279.00** |
| | **Expense** | CAPITAL EXPENDITURES | (1,646,373.00) | (941,000.00) |
| | | DEBT SERVICE | 0.00 | 0.00 |
| | | REPAIRS & MAINTENANCE | (541,319.00) | (564,382.00) |
| | | SALARIES & BENEFITS | (19,653,589.00) | (20,255,880.00) |
| | | SUPPLIES & SERVICES | (9,820,393.00) | (10,155,885.00) |
| | | TRANSFERS OUT | (3,776,516.00) | (3,776,516.00) |
| | | CONTRA EXPENDITURE | 0.00 | 0.00 |
| | | DEPRECIATION | 0.00 | 0.00 |
| | **Expense Total** | | **(35,438,190.00)** | **(35,693,663.00)** |
| **001 - GENERAL FUND Total** | | | **76,417.00** | **78,616.00** |
| **100 - SPECIAL REVENUE FUNDS** | **Revenue** | CHARGES FOR SERVICES | 4.00 | 4.00 |
| | | CONTRIBUTIONS | 12,050.00 | 12,050.00 |
| | | INTERGOVERNMENTAL | 8,854,913.00 | 23,316,676.00 |
| | | MISCELLANEOUS INCOME | 21,059.00 | 21,359.00 |
| | | TAXES | 1,123,543.00 | 1,143,023.00 |
| | | TRANSFERS IN | 947,500.00 | 947,500.00 |
| | | USE OF MONEY AND PROPERTY | 61,230.00 | 60,430.00 |
| | **Revenue Total** | | **11,020,299.00** | **25,501,042.00** |
| | **Expense** | CAPITAL EXPENDITURES | (7,511,692.00) | (23,027,815.00) |
| | | DEBT SERVICE | 0.00 | 0.00 |

# Fund Type Total

| Fund Type | Classification | Account Category | FY 2024-25 Recommended Budget Net Income | FY 2025-26 Recommended Budget Net Income |
|---|---|---|---|---|
| **100 - SPECIAL REVENUE FUNDS** | **Expense** | REPAIRS & MAINTENANCE | (73,168.00) | (67,168.00) |
| | | SALARIES & BENEFITS | (756,599.00) | (788,085.00) |
| | | STREET LIGHTING | (400,000.00) | (450,000.00) |
| | | SUPPLIES & SERVICES | (539,178.00) | (546,146.00) |
| | | TRANSFERS OUT | (3,640,375.00) | (1,813,990.00) |
| | **Expense Total** | | **(12,921,012.00)** | **(26,693,204.00)** |
| **100 - SPECIAL REVENUE FUNDS Total** | | | **(1,900,713.00)** | **(1,192,162.00)** |
| **300 - FIDUCIARY FUNDS** | **Revenue** | TAXES | 199,367.00 | 199,367.00 |
| | | USE OF MONEY AND PROPERTY | 2,300.00 | 1,800.00 |
| | **Revenue Total** | | **201,667.00** | **201,167.00** |
| | **Expense** | DEBT SERVICE | (188,142.00) | (188,142.00) |
| | | REPAIRS & MAINTENANCE | 0.00 | 0.00 |
| | | SUPPLIES & SERVICES | (4,168.00) | (4,168.00) |
| | | TRANSFERS OUT | (2,150.00) | (2,150.00) |
| | **Expense Total** | | **(194,460.00)** | **(194,460.00)** |
| **300 - FIDUCIARY FUNDS Total** | | | **7,207.00** | **6,707.00** |
| **400 - CAPITAL IMPROVEMENT FUNDS** | **Revenue** | INTERGOVERNMENTAL | 196,926.00 | 0.00 |
| | | MISCELLANEOUS INCOME | 337,340.00 | 337,340.00 |
| | | TRANSFERS IN | 0.00 | 0.00 |
| | | USE OF MONEY AND PROPERTY | 77,000.00 | 77,000.00 |
| | **Revenue Total** | | **611,266.00** | **414,340.00** |
| | **Expense** | CAPITAL EXPENDITURES | (972,777.00) | (725,851.00) |
| | | SUPPLIES & SERVICES | (85,926.00) | (90,926.00) |
| | | TRANSFERS OUT | (162,445.00) | (262,445.00) |
| | **Expense Total** | | **(1,221,148.00)** | **(1,079,222.00)** |
| **400 - CAPITAL IMPROVEMENT FUNDS Total** | | | **(609,882.00)** | **(664,882.00)** |
| **600 - AIRPORT FUND** | **Revenue** | INTERGOVERNMENTAL | 0.00 | 0.00 |
| | | MISCELLANEOUS INCOME | 0.00 | 0.00 |
| | | SALES AND SERVICE CHARGES | 155,600.00 | 155,600.00 |
| | | TRANSFERS IN | 0.00 | 0.00 |
| | | USE OF MONEY AND PROPERTY | 0.00 | 0.00 |
| | **Revenue Total** | | **155,600.00** | **155,600.00** |

# Fund Type Total

| Fund Type | Classification | Account Category | FY 2024-25 Recommended Budget Net Income | FY 2025-26 Recommended Budget Net Income |
|---|---|---|---|---|
| **600 - AIRPORT FUND** | **Expense** | REPAIRS & MAINTENANCE | (18,215.00) | (18,215.00) |
| | | SALARIES & BENEFITS | (115,001.00) | (115,001.00) |
| | | SUPPLIES & SERVICES | (90,647.00) | (90,647.00) |
| | | TRANSFERS OUT | (81,884.00) | (81,884.00) |
| | | CONTRA EXPENDITURE | 0.00 | 0.00 |
| | | DEPRECIATION | 0.00 | 0.00 |
| | **Expense Total** | | **(305,747.00)** | **(305,747.00)** |
| **600 - AIRPORT FUND Total** | | | **(150,147.00)** | **(150,147.00)** |
| **610 - TRANSIT FUND** | **Revenue** | CHARGES FOR SERVICES | 17,380.00 | 0.00 |
| | | INTERGOVERNMENTAL | 8,944,761.00 | 4,192,449.00 |
| | | MISCELLANEOUS INCOME | 835.00 | 21,026.00 |
| | | OTHER INCOME | 4,565,000.00 | 6,061,216.00 |
| | | SALES AND SERVICE CHARGES | 28,081.00 | 177,500.00 |
| | | TRANSFERS IN | 60,000.00 | 60,000.00 |
| | | USE OF MONEY AND PROPERTY | 8,000.00 | 8,000.00 |
| | **Revenue Total** | | **13,624,057.00** | **10,520,191.00** |
| | **Expense** | CAPITAL EXPENDITURES | (9,183,918.00) | (1,768,918.00) |
| | | REPAIRS & MAINTENANCE | (15,000.00) | (17,500.00) |
| | | SALARIES & BENEFITS | (1,586,691.00) | (1,593,402.00) |
| | | SUPPLIES & SERVICES | (415,808.00) | (215,721.00) |
| | | TRANSFERS OUT | (1,924,101.00) | (1,924,101.00) |
| | | CONTRA EXPENDITURE | 0.00 | 0.00 |
| | | DEPRECIATION | 0.00 | 0.00 |
| | **Expense Total** | | **(13,125,518.00)** | **(5,519,642.00)** |
| **610 - TRANSIT FUND Total** | | | **498,539.00** | **5,000,549.00** |
| **660 - WATER ENTERPRISE** | **Revenue** | INTERGOVERNMENTAL | 125,000.00 | 125,000.00 |
| | | MISCELLANEOUS INCOME | 2,153,779.00 | 567,500.00 |
| | | OTHER INCOME | 0.00 | 0.00 |
| | | SALES AND SERVICE CHARGES | 13,092,500.00 | 13,592,500.00 |
| | | TRANSFERS IN | 3,529,136.00 | 1,991,263.00 |
| | | USE OF MONEY AND PROPERTY | 428,000.00 | 428,000.00 |
| | **Revenue Total** | | **19,328,415.00** | **16,704,263.00** |

# Fund Type Total

| Fund Type | Classification | Account Category | FY 2024-25 Recommended Budget Net Income | FY 2025-26 Recommended Budget Net Income |
|---|---|---|---|---|
| **660 - WATER ENTERPRISE** | **Expense** | CAPITAL EXPENDITURES | (14,919,749.00) | (6,306,294.00) |
| | | DEBT SERVICE | (1,912,282.00) | (1,912,282.00) |
| | | PURCHASED POWER | (1,250,000.00) | (1,250,000.00) |
| | | REPAIRS & MAINTENANCE | (114,271.00) | (134,271.00) |
| | | SALARIES & BENEFITS | (3,188,855.00) | (3,375,085.00) |
| | | SUPPLIES & SERVICES | (3,289,737.00) | (3,257,923.00) |
| | | TRANSFERS OUT | (5,172,773.00) | (5,172,773.00) |
| | | CONTRA EXPENDITURE | 0.00 | 0.00 |
| | | DEPRECIATION | 0.00 | 0.00 |
| | **Expense Total** | | **(29,847,667.00)** | **(21,408,628.00)** |
| **660 - WATER ENTERPRISE Total** | | | **(10,519,252.00)** | **(4,704,365.00)** |
| **670 - ELECTRIC ENTERPRISE** | **Revenue** | INTERGOVERNMENTAL | 13,515.00 | 13,515.00 |
| | | MISCELLANEOUS INCOME | 4,552,457.00 | 4,802,457.00 |
| | | OTHER INCOME | 0.00 | 0.00 |
| | | SALES AND SERVICE CHARGES | 33,331,577.00 | 33,401,577.00 |
| | | TRANSFERS IN | 2,776,619.00 | 2,776,619.00 |
| | | USE OF MONEY AND PROPERTY | 155,000.00 | 155,000.00 |
| | **Revenue Total** | | **40,829,168.00** | **41,149,168.00** |
| | **Expense** | CAPITAL EXPENDITURES | (1,140,072.00) | (1,130,000.00) |
| | | DEBT SERVICE | (2,390,330.00) | (2,390,330.00) |
| | | PURCHASED POWER | (22,362,000.00) | (23,214,250.00) |
| | | REPAIRS & MAINTENANCE | (220,500.00) | (487,334.00) |
| | | SALARIES & BENEFITS | (7,276,376.00) | (7,346,299.00) |
| | | STREET LIGHTING | (194,287.00) | (194,287.00) |
| | | SUPPLIES & SERVICES | (2,435,910.00) | (1,727,905.00) |
| | | TRANSFERS OUT | (6,009,823.00) | (6,009,823.00) |
| | | CONTRA EXPENDITURE | 0.00 | 0.00 |
| | | DEPRECIATION | 0.00 | 0.00 |
| | **Expense Total** | | **(42,029,298.00)** | **(42,500,228.00)** |
| **670 - ELECTRIC ENTERPRISE Total** | | | **(1,200,130.00)** | **(1,351,060.00)** |
| **680 - WASTEWATER ENTERPRISE** | **Revenue** | INTERGOVERNMENTAL | 1,500,000.00 | 0.00 |
| | | MISCELLANEOUS INCOME | 2,654,457.00 | 226,650.00 |

# Fund Type Total

| Fund Type | Classification | Account Category | FY 2024-25 Recommended Budget Net Income | FY 2025-26 Recommended Budget Net Income |
|---|---|---|---|---|
| **680 - WASTEWATER ENTERPRISE** | **Revenue** | OTHER INCOME | 0.00 | 0.00 |
| | | SALES AND SERVICE CHARGES | 8,350,000.00 | 8,680,000.00 |
| | | TRANSFERS IN | 290,920.00 | 290,920.00 |
| | | USE OF MONEY AND PROPERTY | 349,000.00 | 349,000.00 |
| | **Revenue Total** | | **13,144,377.00** | **9,546,570.00** |
| | **Expense** | CAPITAL EXPENDITURES | (9,610,000.00) | (15,000.00) |
| | | DEBT SERVICE | (285,807.00) | (285,807.00) |
| | | REPAIRS & MAINTENANCE | (142,522.00) | (145,022.00) |
| | | SALARIES & BENEFITS | (1,484,779.00) | (1,589,218.00) |
| | | SUPPLIES & SERVICES | (1,851,423.00) | (1,849,423.00) |
| | | TRANSFERS OUT | (1,326,507.00) | (1,326,507.00) |
| | | CONTRA EXPENDITURE | 0.00 | 0.00 |
| | | DEPRECIATION | 0.00 | 0.00 |
| | **Expense Total** | | **(14,701,038.00)** | **(5,210,977.00)** |
| **680 - WASTEWATER ENTERPRISE Total** | | | **(1,556,661.00)** | **4,335,593.00** |
| **700 - INTERNAL SERVICE FUNDS** | **Revenue** | INTERGOVERNMENTAL | 200,000.00 | 600,000.00 |
| | | MISCELLANEOUS INCOME | 103,943.00 | 13,985.00 |
| | | SALES AND SERVICE CHARGES | 10,929,067.00 | 10,819,067.00 |
| | | TRANSFERS IN | 2,637,078.00 | 2,427,566.00 |
| | | USE OF MONEY AND PROPERTY | 8,000.00 | 8,000.00 |
| | **Revenue Total** | | **13,878,088.00** | **13,868,618.00** |
| | **Expense** | CAPITAL EXPENDITURES | (2,579,519.00) | (2,199,519.00) |
| | | DEBT SERVICE | 0.00 | 0.00 |
| | | REPAIRS & MAINTENANCE | (881,178.00) | (917,478.00) |
| | | SALARIES & BENEFITS | (3,977,576.00) | (4,099,292.00) |
| | | SUPPLIES & SERVICES | (9,393,172.00) | (9,331,341.00) |
| | | TRANSFERS OUT | (1,824,588.00) | (1,824,588.00) |
| | | CONTRA EXPENDITURE | 0.00 | 0.00 |
| | | DEPRECIATION | 0.00 | 0.00 |
| | **Expense Total** | | **(18,656,033.00)** | **(18,372,218.00)** |
| **700 - INTERNAL SERVICE FUNDS Total** | | | **(4,777,945.00)** | **(4,503,600.00)** |
| **800 - SUCCESSOR AGENCY FUNDS** | **Revenue** | CONTRIBUTIONS | 2,191,282.00 | 2,191,282.00 |

# Fund Type Total

| Fund Type | Classification | Account Category | FY 2024-25 Recommended Budget Net Income | FY 2025-26 Recommended Budget Net Income |
|---|---|---|---|---|
| **800 - SUCCESSOR AGENCY FUNDS** | **Revenue** | TAXES | 2,838,275.00 | 2,968,802.00 |
| | | USE OF MONEY AND PROPERTY | 0.00 | 0.00 |
| | **Revenue Total** | | **5,029,557.00** | **5,160,084.00** |
| | **Expense** | DEBT SERVICE | (2,275,382.00) | (2,275,382.00) |
| | | SUPPLIES & SERVICES | (1,750.00) | (1,750.00) |
| | | TRANSFERS OUT | (2,550,842.00) | (2,550,842.00) |
| | | OTHER | 0.00 | 0.00 |
| | | DEPRECIATION | 0.00 | 0.00 |
| | **Expense Total** | | **(4,827,974.00)** | **(4,827,974.00)** |
| **800 - SUCCESSOR AGENCY FUNDS Total** | | | **201,583.00** | **332,110.00** |
| **Grand Total** | | | **(19,930,984.00)** | **(2,812,641.00)** |

# Recommended Budget Net Income

| Fund Type | Funds | Fund Description | FY 2024-25 Recommended Budget Net Income | FY 2025-26 Recommended Budget Net Income |
|---|---|---|---|---|
| **001 - GENERAL FUND** | **001** | GENERAL FUND | (400,303.00) | (598,104.00) |
| | **002** | DEVELOPER DEPOSIT FUND | 236,317.00 | 436,317.00 |
| | **005** | ADMIN ALLOWANCE FUND | 240,303.00 | 240,303.00 |
| | **300** | CITY ADMINISTRATION DEBT SVC FUND | 100.00 | 100.00 |
| | **690** | REFUSE FUND | 0.00 | 0.00 |
| **001 - GENERAL FUND Total** | | | **76,417.00** | **78,616.00** |
| **100 - SPECIAL REVENUE FUNDS** | **100** | GAS TAX STREET FUND | (2,048,572.00) | (3,240,506.00) |
| | **101** | MEASURE A STREET FUND | 759,088.00 | 768,568.00 |
| | **102** | RMRA (SB1) GAS TAX FUND | (86,280.00) | (102,024.00) |
| | **110** | CDBG FUND | (88,005.00) | (3,005.00) |
| | **111** | LANDSCAPE MAINTENANCE FUND | (134,504.00) | (143,254.00) |
| | **132** | AIR QUALITY IMPROVEMENT FUND | 45,655.00 | 45,655.00 |
| | **140** | ASSET FORFEIT-POLICE FUND | 30.00 | 30.00 |
| | **148** | SUPPLEMENTAL LAW ENFORCEMENT FUND | (14,884.00) | (14,884.00) |
| | **150** | STATE PARK BOND ACT FUND | (29.00) | (29.00) |
| | **200** | SPECIAL DONATION FUND | (16,777.00) | (13,663.00) |
| | **201** | SENIOR CENTER ACTIVITIES FUND | 2,717.00 | 3,717.00 |
| | **202** | ANIMAL CONTROL RESERVE FUND | (29.00) | (29.00) |
| | **203** | POLICE VOLUNTEER FUND | 613.00 | 613.00 |
| | **221** | CSCDA-CFD 2020-02 ATWELL | 0.00 | 0.00 |
| | **222** | ARPA-AMERICA RESCUE PLAN | 396,695.00 | 2,223,080.00 |
| | **810** | SUCCESSOR AGENCY LOW/MOD FUND (HOUSING AGENCY) | (716,431.00) | (716,431.00) |
| **100 - SPECIAL REVENUE FUNDS Total** | | | **(1,900,713.00)** | **(1,192,162.00)** |
| **300 - FIDUCIARY FUNDS** | **360** | SUN LAKES CFD #86-1 FUND | 600.00 | 600.00 |
| | **365** | WILSON ST #91-1 ASSMT DBT FUND | 1,200.00 | 1,200.00 |
| | **370** | AREA POLICE OCMPUTER FUND | 0.00 | 0.00 |
| | **375** | FAIR OAKS AD #2004-1 DEBT FUND | 4,907.00 | 4,907.00 |
| | **376** | CAMEO HOMES FUND | 500.00 | 0.00 |
| **300 - FIDUCIARY FUNDS Total** | | | **7,207.00** | **6,707.00** |
| **400 - CAPITAL IMPROVEMENT FUNDS** | **400** | POLICE FACILITIES DVLP FUND | 41,275.00 | 41,275.00 |
| | **410** | FIRE FACILITIES DEVELOPMENT FUND | 95,794.00 | 95,794.00 |
| | **420** | TRAFFIC CONTROL FUND | (368,694.00) | (368,694.00) |

# Recommended Budget Net Income

| Fund Type | Funds | Fund Description | FY 2024-25 Recommended Budget Net Income | FY 2025-26 Recommended Budget Net Income |
|---|---|---|---|---|
| **400 - CAPITAL IMPROVEMENT FUNDS** | **430** | GENERAL FACILITIES FUND | (139,700.00) | (139,700.00) |
| | **444** | WILSON MEDIAN FUND | 5,863.00 | 5,863.00 |
| | **451** | PARK DEVELOPMENT FUND | (200,940.00) | (255,940.00) |
| | **470** | CAPITAL IMPROVEMENT FUND | (88.00) | (88.00) |
| | **840** | BEA CAPITAL PROJECTS FUND | (43,346.00) | (43,346.00) |
| | **841** | BEA LOW/MOD CAPITAL PROJECTS FUND | (46.00) | (46.00) |
| **400 - CAPITAL IMPROVEMENT FUNDS Total** | | | **(609,882.00)** | **(664,882.00)** |
| **600 - AIRPORT FUND** | **600** | AIRPORT FUND | (150,147.00) | (150,147.00) |
| **600 - AIRPORT FUND Total** | | | **(150,147.00)** | **(150,147.00)** |
| **610 - TRANSIT FUND** | **610** | TRANSIT FUND | 498,539.00 | 5,000,549.00 |
| **610 - TRANSIT FUND Total** | | | **498,539.00** | **5,000,549.00** |
| **660 - WATER ENTERPRISE** | **660** | WATER FUND | (5,519,657.00) | (5,095,760.00) |
| | **661** | WATER CAPITAL FACILITIES FUND | (5,934,755.00) | 295,014.00 |
| | **662** | IRRIGATION WATER FUND | 20,000.00 | 20,000.00 |
| | **663** | BUA WATER CAPITAL PROJECT FUND | 838,779.00 | 0.00 |
| | **669** | BUA WATER DEBT SERVICE FUND | 76,381.00 | 76,381.00 |
| **660 - WATER ENTERPRISE Total** | | | **(10,519,252.00)** | **(4,704,365.00)** |
| **670 - ELECTRIC ENTERPRISE** | **670** | ELECTRIC FUND | (568,997.00) | (1,434,749.00) |
| | **672** | RATE STABILITY FUND | 100,000.00 | 100,000.00 |
| | **673** | ELECTRIC IMPROVEMENT FUND | (690,000.00) | (30,000.00) |
| | **674** | ELECTRIC REVENUE BOND PROJECT FUND | (72.00) | 0.00 |
| | **675** | PUBLIC BENEFIT FUND | (76,250.00) | (21,500.00) |
| | **678** | ELECTRIC REVENUE BOND DEBT SERVICE FUND | 35,189.00 | 35,189.00 |
| **670 - ELECTRIC ENTERPRISE Total** | | | **(1,200,130.00)** | **(1,351,060.00)** |
| **680 - WASTEWATER ENTERPRISE** | **680** | WASTEWATER FUND | 3,119,112.00 | 3,429,173.00 |
| | **681** | WASTEWATER CAPITAL FACILITY FUND | (4,683,350.00) | 391,650.00 |
| | **682** | WASTEWATER TERTIARY FUND | (2,510,000.00) | 500,000.00 |
| | **683** | BUA WASTEWATER CAPITAL PROJECT FUND | 2,502,807.00 | 0.00 |
| | **685** | STATE REVOLVING LOAN FUND | 8,000.00 | 8,000.00 |
| | **689** | BUA WASTEWATER DEBT SERVICE FUND | 6,770.00 | 6,770.00 |
| **680 - WASTEWATER ENTERPRISE Total** | | | **(1,556,661.00)** | **4,335,593.00** |
| **700 - INTERNAL SERVICE FUNDS** | **700** | RISK MANAGEMENT FUND | (2,297,339.00) | (2,373,110.00) |

# Recommended Budget Net Income

| Fund Type | Funds | Fund Description | FY 2024-25 Recommended Budget Net Income | FY 2025-26 Recommended Budget Net Income |
|---|---|---|---|---|
| **700 - INTERNAL SERVICE FUNDS** | **702** | FLEET MAINTENANCE FUND | 179,213.00 | 113,409.00 |
| | **703** | INFORMATION SYSTEMS SERVICE FUND | (875,667.00) | (1,083,679.00) |
| | **704** | BUILDING MAINTENANCE | (1,857,935.00) | (1,244,844.00) |
| | **705** | SUPPORT SERVICES | 152,716.00 | 171,094.00 |
| | **761** | UTILITY BILLING ADMINISTRATION FUND | (78,933.00) | (86,470.00) |
| **700 - INTERNAL SERVICE FUNDS Total** | | | **(4,777,945.00)** | **(4,503,600.00)** |
| **800 - SUCCESSOR AGENCY FUNDS** | **805** | REDEVELOPMENT OBLIGATION RETIREMENT FUND | 292,962.00 | 423,489.00 |
| | **830** | SUCCESSOR AGENCY DEBT SERVICE FUND | (86,247.00) | (86,247.00) |
| | **850** | SUCCESSOR AGENCY ADMIN FUND | (5,132.00) | (5,132.00) |
| **800 - SUCCESSOR AGENCY FUNDS Total** | | | **201,583.00** | **332,110.00** |
| **Grand Total** | | | **(19,930,984.00)** | **(2,812,641.00)** |

# Fund Budgets

| Fund Type | Funds | Fund Description | Sum of FY 2024-25 Recommended Budget Revenue | Sum of FY 2024-25 Recommended Budget Expense | Sum of FY 2025-26 Recommended Budget Revenue | Sum of FY 2025-26 Recommended Budget Expense | Total Sum of FY 2024-25 Recommended Budget | Total Sum of FY 2025-26 Recommended Budget |
|---|---|---|---|---|---|---|---|---|
| **001 - GENERAL FUND** | **001** | GENERAL FUND | 34,958,643.00 | (35,358,946.00) | 35,016,315.00 | (35,614,419.00) | (400,303.00) | (598,104.00) |
| | **002** | DEVELOPER DEPOSIT FUND | 305,864.00 | (69,547.00) | 505,864.00 | (69,547.00) | 236,317.00 | 436,317.00 |
| | **005** | ADMIN ALLOWANCE FUND | 250,000.00 | (9,697.00) | 250,000.00 | (9,697.00) | 240,303.00 | 240,303.00 |
| | **300** | CITY ADMINISTRATION DEBT SVC FUND | 100.00 | | 100.00 | | 100.00 | 100.00 |
| | **690** | REFUSE FUND | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **001 - GENERAL FUND Total** | | | **35,514,607.00** | **(35,438,190.00)** | **35,772,279.00** | **(35,693,663.00)** | **76,417.00** | **78,616.00** |
| **100 - SPECIAL REVENUE FUNDS** | **100** | GAS TAX STREET FUND | 5,916,577.00 | (7,965,149.00) | 20,671,101.00 | (23,911,607.00) | (2,048,572.00) | (3,240,506.00) |
| | **101** | MEASURE A STREET FUND | 1,276,000.00 | (516,912.00) | 1,295,480.00 | (526,912.00) | 759,088.00 | 768,568.00 |
| | **102** | RMRA (SB1) GAS TAX FUND | 799,761.00 | (886,041.00) | 840,000.00 | (942,024.00) | (86,280.00) | (102,024.00) |
| | **110** | CDBG FUND | 539,000.00 | (627,005.00) | 206,000.00 | (209,005.00) | (88,005.00) | (3,005.00) |
| | **111** | LANDSCAPE MAINTENANCE FUND | 150,843.00 | (285,347.00) | 150,843.00 | (294,097.00) | (134,504.00) | (143,254.00) |
| | **132** | AIR QUALITY IMPROVEMENT FUND | 49,000.00 | (3,345.00) | 49,000.00 | (3,345.00) | 45,655.00 | 45,655.00 |
| | **140** | ASSET FORFEIT-POLICE FUND | 30.00 | 0.00 | 30.00 | 0.00 | 30.00 | 30.00 |
| | **148** | SUPPLEMENTAL LAW ENFORCEMENT FUND | 7,000.00 | (21,884.00) | 7,000.00 | (21,884.00) | (14,884.00) | (14,884.00) |
| | **150** | STATE PARK BOND ACT FUND | | (29.00) | | (29.00) | (29.00) | (29.00) |
| | **200** | SPECIAL DONATION FUND | 5,550.00 | (22,327.00) | 5,550.00 | (19,213.00) | (16,777.00) | (13,663.00) |
| | **201** | SENIOR CENTER ACTIVITIES FUND | 14,954.00 | (12,237.00) | 14,454.00 | (10,737.00) | 2,717.00 | 3,717.00 |
| | **202** | ANIMAL CONTROL RESERVE FUND | | (29.00) | | (29.00) | (29.00) | (29.00) |
| | **203** | POLICE VOLUNTEER FUND | 1,600.00 | (987.00) | 1,600.00 | (987.00) | 613.00 | 613.00 |
| | **221** | CSCDA-CFD 2020-02 ATWELL | 0.00 | | 0.00 | | 0.00 | 0.00 |
| | **222** | ARPA-AMERICA RESCUE PLAN | 2,236,984.00 | (1,840,289.00) | 2,236,984.00 | (13,904.00) | 396,695.00 | 2,223,080.00 |
| | **810** | SUCCESSOR AGENCY LOW/MOD FUND (HOUSING AGENCY) | 23,000.00 | (739,431.00) | 23,000.00 | (739,431.00) | (716,431.00) | (716,431.00) |
| **100 - SPECIAL REVENUE FUNDS Total** | | | **11,020,299.00** | **(12,921,012.00)** | **25,501,042.00** | **(26,693,204.00)** | **(1,900,713.00)** | **(1,192,162.00)** |
| **300 - FIDUCIARY FUNDS** | **360** | SUN LAKES CFD #86-1 FUND | 600.00 | | 600.00 | | 600.00 | 600.00 |
| | **365** | WILSON ST #91-1 ASSMT DBT FUND | 1,200.00 | | 1,200.00 | | 1,200.00 | 1,200.00 |
| | **370** | AREA POLICE OCMPUTER FUND | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | **375** | FAIR OAKS AD #2004-1 DEBT FUND | 199,367.00 | (194,460.00) | 199,367.00 | (194,460.00) | 4,907.00 | 4,907.00 |
| | **376** | CAMEO HOMES FUND | 500.00 | 0.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| **300 - FIDUCIARY FUNDS Total** | | | **201,667.00** | **(194,460.00)** | **201,167.00** | **(194,460.00)** | **7,207.00** | **6,707.00** |
| **400 - CAPITAL IMPROVEMENT FUNDS** | **400** | POLICE FACILITIES DVLP FUND | 41,469.00 | (194.00) | 41,469.00 | (194.00) | 41,275.00 | 41,275.00 |
| | **410** | FIRE FACILITIES DEVELOPMENT FUND | 96,005.00 | (211.00) | 96,005.00 | (211.00) | 95,794.00 | 95,794.00 |
| | **420** | TRAFFIC CONTROL FUND | 132,001.00 | (500,695.00) | 132,001.00 | (500,695.00) | (368,694.00) | (368,694.00) |
| | **430** | GENERAL FACILITIES FUND | 28,000.00 | (167,700.00) | 28,000.00 | (167,700.00) | (139,700.00) | (139,700.00) |
| | **444** | WILSON MEDIAN FUND | 6,000.00 | (137.00) | 6,000.00 | (137.00) | 5,863.00 | 5,863.00 |
| | **451** | PARK DEVELOPMENT FUND | 307,791.00 | (508,731.00) | 110,865.00 | (366,805.00) | (200,940.00) | (255,940.00) |
| | **470** | CAPITAL IMPROVEMENT FUND | 0.00 | (88.00) | 0.00 | (88.00) | (88.00) | (88.00) |
| | **840** | BEA CAPITAL PROJECTS FUND | 0.00 | (43,346.00) | 0.00 | (43,346.00) | (43,346.00) | (43,346.00) |
| | **841** | BEA LOW/MOD CAPITAL PROJECTS FUND | | (46.00) | | (46.00) | (46.00) | (46.00) |
| **400 - CAPITAL IMPROVEMENT FUNDS Total** | | | **611,266.00** | **(1,221,148.00)** | **414,340.00** | **(1,079,222.00)** | **(609,882.00)** | **(664,882.00)** |
| **600 - AIRPORT FUND** | **600** | AIRPORT FUND | 155,600.00 | (305,747.00) | 155,600.00 | (305,747.00) | (150,147.00) | (150,147.00) |
| **600 - AIRPORT FUND Total** | | | **155,600.00** | **(305,747.00)** | **155,600.00** | **(305,747.00)** | **(150,147.00)** | **(150,147.00)** |
| **610 - TRANSIT FUND** | **610** | TRANSIT FUND | 13,624,057.00 | (13,125,518.00) | 10,520,191.00 | (5,519,642.00) | 498,539.00 | 5,000,549.00 |
| **610 - TRANSIT FUND Total** | | | **13,624,057.00** | **(13,125,518.00)** | **10,520,191.00** | **(5,519,642.00)** | **498,539.00** | **5,000,549.00** |

# Fund Budgets

| Fund Type | Funds | Fund Description | Sum of FY 2024-25 Recommended Budget Revenue | Sum of FY 2024-25 Recommended Budget Expense | Sum of FY 2025-26 Recommended Budget Revenue | Sum of FY 2025-26 Recommended Budget Expense | Total Sum of FY 2024-25 Recommended Budget | Total Sum of FY 2025-26 Recommended Budget |
|---|---|---|---|---|---|---|---|---|
| **660 - WATER ENTERPRISE** | **660** | WATER FUND | 15,860,373.00 | (21,380,030.00) | 14,075,000.00 | (19,170,760.00) | (5,519,657.00) | (5,095,760.00) |
| | **661** | WATER CAPITAL FACILITIES FUND | 618,000.00 | (6,552,755.00) | 618,000.00 | (322,986.00) | (5,934,755.00) | 295,014.00 |
| | **662** | IRRIGATION WATER FUND | 20,000.00 | | 20,000.00 | | 20,000.00 | 20,000.00 |
| | **663** | BUA WATER CAPITAL PROJECT FUND | 838,779.00 | 0.00 | 0.00 | 0.00 | 838,779.00 | 0.00 |
| | **669** | BUA WATER DEBT SERVICE FUND | 1,991,263.00 | (1,914,882.00) | 1,991,263.00 | (1,914,882.00) | 76,381.00 | 76,381.00 |
| **660 - WATER ENTERPRISE Total** | | | **19,328,415.00** | **(29,847,667.00)** | **16,704,263.00** | **(21,408,628.00)** | **(10,519,252.00)** | **(4,704,365.00)** |
| **670 - ELECTRIC ENTERPRISE** | **670** | ELECTRIC FUND | 36,777,549.00 | (37,346,546.00) | 36,827,549.00 | (38,262,298.00) | (568,997.00) | (1,434,749.00) |
| | **672** | RATE STABILITY FUND | 100,000.00 | | 100,000.00 | | 100,000.00 | 100,000.00 |
| | **673** | ELECTRIC IMPROVEMENT FUND | 750,000.00 | (1,440,000.00) | 1,000,000.00 | (1,030,000.00) | (690,000.00) | (30,000.00) |
| | **674** | ELECTRIC REVENUE BOND PROJECT FUND | 0.00 | (72.00) | 0.00 | 0.00 | (72.00) | 0.00 |
| | **675** | PUBLIC BENEFIT FUND | 775,000.00 | (851,250.00) | 795,000.00 | (816,500.00) | (76,250.00) | (21,500.00) |
| | **678** | ELECTRIC REVENUE BOND DEBT SERVICE FUND | 2,426,619.00 | (2,391,430.00) | 2,426,619.00 | (2,391,430.00) | 35,189.00 | 35,189.00 |
| **670 - ELECTRIC ENTERPRISE Total** | | | **40,829,168.00** | **(42,029,298.00)** | **41,149,168.00** | **(42,500,228.00)** | **(1,200,130.00)** | **(1,351,060.00)** |
| **680 - WASTEWATER ENTERPRISE** | **680** | WASTEWATER FUND | 9,536,000.00 | (6,416,888.00) | 8,356,000.00 | (4,926,827.00) | 3,119,112.00 | 3,429,173.00 |
| | **681** | WASTEWATER CAPITAL FACILITY FUND | 316,650.00 | (5,000,000.00) | 391,650.00 | 0.00 | (4,683,350.00) | 391,650.00 |
| | **682** | WASTEWATER TERTIARY FUND | 490,000.00 | (3,000,000.00) | 500,000.00 | 0.00 | (2,510,000.00) | 500,000.00 |
| | **683** | BUA WASTEWATER CAPITAL PROJECT FUND | 2,502,807.00 | 0.00 | 0.00 | 0.00 | 2,502,807.00 | 0.00 |
| | **685** | STATE REVOLVING LOAN FUND | 8,000.00 | | 8,000.00 | | 8,000.00 | 8,000.00 |
| | **689** | BUA WASTEWATER DEBT SERVICE FUND | 290,920.00 | (284,150.00) | 290,920.00 | (284,150.00) | 6,770.00 | 6,770.00 |
| **680 - WASTEWATER ENTERPRISE Total** | | | **13,144,377.00** | **(14,701,038.00)** | **9,546,570.00** | **(5,210,977.00)** | **(1,556,661.00)** | **4,335,593.00** |
| **700 - INTERNAL SERVICE FUNDS** | **700** | RISK MANAGEMENT FUND | 4,088,365.00 | (6,385,704.00) | 4,088,365.00 | (6,461,475.00) | (2,297,339.00) | (2,373,110.00) |
| | **702** | FLEET MAINTENANCE FUND | 2,553,290.00 | (2,374,077.00) | 2,353,332.00 | (2,239,923.00) | 179,213.00 | 113,409.00 |
| | **703** | INFORMATION SYSTEMS SERVICE FUND | 1,665,714.00 | (2,541,381.00) | 1,456,202.00 | (2,539,881.00) | (875,667.00) | (1,083,679.00) |
| | **704** | BUILDING MAINTENANCE | 1,073,482.00 | (2,931,417.00) | 1,473,482.00 | (2,718,326.00) | (1,857,935.00) | (1,244,844.00) |
| | **705** | SUPPORT SERVICES | 1,554,084.00 | (1,401,368.00) | 1,554,084.00 | (1,382,990.00) | 152,716.00 | 171,094.00 |
| | **761** | UTILITY BILLING ADMINISTRATION FUND | 2,943,153.00 | (3,022,086.00) | 2,943,153.00 | (3,029,623.00) | (78,933.00) | (86,470.00) |
| **700 - INTERNAL SERVICE FUNDS Total** | | | **13,878,088.00** | **(18,656,033.00)** | **13,868,618.00** | **(18,372,218.00)** | **(4,777,945.00)** | **(4,503,600.00)** |
| **800 - SUCCESSOR AGENCY FUNDS** | **805** | REDEVELOPMENT OBLIGATION RETIREMENT FUND | 2,838,275.00 | (2,545,313.00) | 2,968,802.00 | (2,545,313.00) | 292,962.00 | 423,489.00 |
| | **830** | SUCCESSOR AGENCY DEBT SERVICE FUND | 2,191,282.00 | (2,277,529.00) | 2,191,282.00 | (2,277,529.00) | (86,247.00) | (86,247.00) |
| | **850** | SUCCESSOR AGENCY ADMIN FUND | 0.00 | (5,132.00) | 0.00 | (5,132.00) | (5,132.00) | (5,132.00) |
| **800 - SUCCESSOR AGENCY FUNDS Total** | | | **5,029,557.00** | **(4,827,974.00)** | **5,160,084.00** | **(4,827,974.00)** | **201,583.00** | **332,110.00** |
| **Grand Total** | | | **153,337,101.00** | **(173,268,085.00)** | **158,993,322.00** | **(161,805,963.00)** | **(19,930,984.00)** | **(2,812,641.00)** |

# Account Group By Fund

| Fund Type | Funds | Fund Description | Classification | Account Category | Sum of FY 2024-25 Recommended Budget | Sum of FY 2025-26 Recommended Budget |
|---|---|---|---|---|---|---|
| **001 - GENERAL FUND** | **001** | GENERAL FUND | **Revenue** | CHARGES FOR SERVICES | 785,631.00 | 793,533.00 |
| | | | | CONTRIBUTIONS | 30,400.00 | 30,400.00 |
| | | | | FINES AND FORFEITURES | 261,830.00 | 261,830.00 |
| | | | | INTERGOVERNMENTAL | 1,151,924.00 | 638,668.00 |
| | | | | LICENSES AND PERMITS | 7,041,791.00 | 7,011,565.00 |
| | | | | MISCELLANEOUS INCOME | 2,130,315.00 | 1,935,315.00 |
| | | | | OTHER INCOME | 350,000.00 | 125,000.00 |
| | | | | SALES AND SERVICE CHARGES | 1,224,480.00 | 1,269,480.00 |
| | | | | TAXES | 17,645,492.00 | 18,592,744.00 |
| | | | | TRANSFERS IN | 4,029,280.00 | 4,050,280.00 |
| | | | | USE OF MONEY AND PROPERTY | 307,500.00 | 307,500.00 |
| | | | **Revenue Total** | | **34,958,643.00** | **35,016,315.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | (1,646,373.00) | (941,000.00) |
| | | | | DEBT SERVICE | 0.00 | 0.00 |
| | | | | REPAIRS & MAINTENANCE | (541,319.00) | (564,382.00) |
| | | | | SALARIES & BENEFITS | (19,653,589.00) | (20,255,880.00) |
| | | | | SUPPLIES & SERVICES | (9,754,528.00) | (10,090,020.00) |
| | | | | TRANSFERS OUT | (3,763,137.00) | (3,763,137.00) |
| | | | **Expense Total** | | **(35,358,946.00)** | **(35,614,419.00)** |
| | **001 Total** | | | | **(400,303.00)** | **(598,104.00)** |
| | **002** | DEVELOPER DEPOSIT FUND | **Revenue** | CHARGES FOR SERVICES | 0.00 | 0.00 |
| | | | | LICENSES AND PERMITS | 5,864.00 | 5,864.00 |
| | | | | MISCELLANEOUS INCOME | 300,000.00 | 500,000.00 |
| | | | **Revenue Total** | | **305,864.00** | **505,864.00** |
| | | | **Expense** | SUPPLIES & SERVICES | (56,930.00) | (56,930.00) |
| | | | | TRANSFERS OUT | (12,617.00) | (12,617.00) |
| | | | **Expense Total** | | **(69,547.00)** | **(69,547.00)** |
| | **002 Total** | | | | **236,317.00** | **436,317.00** |
| | **005** | ADMIN ALLOWANCE FUND | **Revenue** | CONTRIBUTIONS | 250,000.00 | 250,000.00 |
| | | | **Revenue Total** | | **250,000.00** | **250,000.00** |
| | | | **Expense** | SUPPLIES & SERVICES | (8,935.00) | (8,935.00) |
| | | | | TRANSFERS OUT | (762.00) | (762.00) |
| | | | **Expense Total** | | **(9,697.00)** | **(9,697.00)** |
| | **005 Total** | | | | **240,303.00** | **240,303.00** |
| | **300** | CITY ADMINISTRATION DEBT SVC FUND | **Revenue** | USE OF MONEY AND PROPERTY | 100.00 | 100.00 |
| | | | **Revenue Total** | | **100.00** | **100.00** |
| | **300 Total** | | | | **100.00** | **100.00** |

# Account Group By Fund

| Fund Type | Funds | Fund Description | Classification | Account Category | Sum of FY 2024-25 Recommended Budget | Sum of FY 2025-26 Recommended Budget |
|---|---|---|---|---|---|---|
| **001 - GENERAL FUND** | **690** | REFUSE FUND | **Revenue** | INTERGOVERNMENTAL | 0.00 | 0.00 |
| | | | | MISCELLANEOUS INCOME | 0.00 | 0.00 |
| | | | | SALES AND SERVICE CHARGES | 0.00 | 0.00 |
| | | | | TAXES | 0.00 | 0.00 |
| | | | | TRANSFERS IN | 0.00 | 0.00 |
| | | | | USE OF MONEY AND PROPERTY | 0.00 | 0.00 |
| | | | **Revenue Total** | | **0.00** | **0.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | 0.00 | 0.00 |
| | | | | REPAIRS & MAINTENANCE | 0.00 | 0.00 |
| | | | | SALARIES & BENEFITS | 0.00 | 0.00 |
| | | | | SUPPLIES & SERVICES | 0.00 | 0.00 |
| | | | | TRANSFERS OUT | 0.00 | 0.00 |
| | | | | CONTRA EXPENDITURE | 0.00 | 0.00 |
| | | | | DEPRECIATION | 0.00 | 0.00 |
| | | | **Expense Total** | | **0.00** | **0.00** |
| | **690 Total** | | | | **0.00** | **0.00** |
| **001 - GENERAL FUND Total** | | | | | **76,417.00** | **78,616.00** |
| **100 - SPECIAL REVENUE FUNDS** | **100** | GAS TAX STREET FUND | **Revenue** | INTERGOVERNMENTAL | 4,957,168.00 | 19,711,692.00 |
| | | | | MISCELLANEOUS INCOME | 13,409.00 | 13,409.00 |
| | | | | TRANSFERS IN | 946,000.00 | 946,000.00 |
| | | | | USE OF MONEY AND PROPERTY | 0.00 | 0.00 |
| | | | **Revenue Total** | | **5,916,577.00** | **20,671,101.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | (5,423,175.00) | (21,291,315.00) |
| | | | | DEBT SERVICE | 0.00 | 0.00 |
| | | | | REPAIRS & MAINTENANCE | (45,000.00) | (36,500.00) |
| | | | | SALARIES & BENEFITS | (731,159.00) | (762,645.00) |
| | | | | STREET LIGHTING | (400,000.00) | (450,000.00) |
| | | | | SUPPLIES & SERVICES | (245,770.00) | (251,102.00) |
| | | | | TRANSFERS OUT | (1,120,045.00) | (1,120,045.00) |
| | | | **Expense Total** | | **(7,965,149.00)** | **(23,911,607.00)** |
| | **100 Total** | | | | **(2,048,572.00)** | **(3,240,506.00)** |
| | **101** | MEASURE A STREET FUND | **Revenue** | INTERGOVERNMENTAL | 280,000.00 | 280,000.00 |
| | | | | TAXES | 974,000.00 | 993,480.00 |
| | | | | USE OF MONEY AND PROPERTY | 22,000.00 | 22,000.00 |
| | | | **Revenue Total** | | **1,276,000.00** | **1,295,480.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | (500,000.00) | (510,000.00) |
| | | | | TRANSFERS OUT | (16,912.00) | (16,912.00) |

# Account Group By Fund

| Fund Type | Funds | Fund Description | Classification | Account Category | Sum of FY 2024-25 Recommended Budget | Sum of FY 2025-26 Recommended Budget |
|---|---|---|---|---|---|---|
| **100 - SPECIAL REVENUE FUNDS** | **101** | MEASURE A STREET FUND | **Expense Total** | | **(516,912.00)** | **(526,912.00)** |
| | **101 Total** | | | | **759,088.00** | **768,568.00** |
| | **102** | RMRA (SB1) GAS TAX FUND | **Revenue** | INTERGOVERNMENTAL | 799,761.00 | 840,000.00 |
| | | | **Revenue Total** | | **799,761.00** | **840,000.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | (879,323.00) | (935,306.00) |
| | | | | TRANSFERS OUT | (6,718.00) | (6,718.00) |
| | | | **Expense Total** | | **(886,041.00)** | **(942,024.00)** |
| | **102 Total** | | | | **(86,280.00)** | **(102,024.00)** |
| | **110** | CDBG FUND | **Revenue** | INTERGOVERNMENTAL | 539,000.00 | 206,000.00 |
| | | | | MISCELLANEOUS INCOME | 0.00 | 0.00 |
| | | | **Revenue Total** | | **539,000.00** | **206,000.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | (624,000.00) | (206,000.00) |
| | | | | SUPPLIES & SERVICES | 0.00 | 0.00 |
| | | | | TRANSFERS OUT | (3,005.00) | (3,005.00) |
| | | | **Expense Total** | | **(627,005.00)** | **(209,005.00)** |
| | **110 Total** | | | | **(88,005.00)** | **(3,005.00)** |
| | **111** | LANDSCAPE MAINTENANCE FUND | **Revenue** | MISCELLANEOUS INCOME | 0.00 | 0.00 |
| | | | | TAXES | 149,543.00 | 149,543.00 |
| | | | | TRANSFERS IN | 0.00 | 0.00 |
| | | | | USE OF MONEY AND PROPERTY | 1,300.00 | 1,300.00 |
| | | | **Revenue Total** | | **150,843.00** | **150,843.00** |
| | | | **Expense** | REPAIRS & MAINTENANCE | (10,000.00) | (12,500.00) |
| | | | | SALARIES & BENEFITS | (25,440.00) | (25,440.00) |
| | | | | SUPPLIES & SERVICES | (225,287.00) | (231,537.00) |
| | | | | TRANSFERS OUT | (24,620.00) | (24,620.00) |
| | | | **Expense Total** | | **(285,347.00)** | **(294,097.00)** |
| | **111 Total** | | | | **(134,504.00)** | **(143,254.00)** |
| | **132** | AIR QUALITY IMPROVEMENT FUND | **Revenue** | INTERGOVERNMENTAL | 42,000.00 | 42,000.00 |
| | | | | MISCELLANEOUS INCOME | 0.00 | 0.00 |
| | | | | USE OF MONEY AND PROPERTY | 7,000.00 | 7,000.00 |
| | | | **Revenue Total** | | **49,000.00** | **49,000.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | 0.00 | 0.00 |
| | | | | SUPPLIES & SERVICES | (3,000.00) | (3,000.00) |
| | | | | TRANSFERS OUT | (345.00) | (345.00) |
| | | | **Expense Total** | | **(3,345.00)** | **(3,345.00)** |
| | **132 Total** | | | | **45,655.00** | **45,655.00** |
| | **140** | ASSET FORFEIT-POLICE FUND | **Revenue** | USE OF MONEY AND PROPERTY | 30.00 | 30.00 |

# Account Group By Fund

| Fund Type | Funds | Fund Description | Classification | Account Category | Sum of FY 2024-25 Recommended Budget | Sum of FY 2025-26 Recommended Budget |
|---|---|---|---|---|---|---|
| **100 - SPECIAL REVENUE FUNDS** | **140** | ASSET FORFEIT-POLICE FUND | **Revenue Total** | | **30.00** | **30.00** |
| | | | **Expense** | TRANSFERS OUT | 0.00 | 0.00 |
| | | | **Expense Total** | | **0.00** | **0.00** |
| | **140 Total** | | | | **30.00** | **30.00** |
| | **148** | SUPPLEMENTAL LAW ENFORCEMENT FUND | **Revenue** | INTERGOVERNMENTAL | 0.00 | 0.00 |
| | | | | USE OF MONEY AND PROPERTY | 7,000.00 | 7,000.00 |
| | | | **Revenue Total** | | **7,000.00** | **7,000.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | 0.00 | 0.00 |
| | | | | REPAIRS & MAINTENANCE | (18,168.00) | (18,168.00) |
| | | | | SUPPLIES & SERVICES | (3,716.00) | (3,716.00) |
| | | | **Expense Total** | | **(21,884.00)** | **(21,884.00)** |
| | **148 Total** | | | | **(14,884.00)** | **(14,884.00)** |
| | **150** | STATE PARK BOND ACT FUND | **Expense** | TRANSFERS OUT | (29.00) | (29.00) |
| | | | **Expense Total** | | **(29.00)** | **(29.00)** |
| | **150 Total** | | | | **(29.00)** | **(29.00)** |
| | **200** | SPECIAL DONATION FUND | **Revenue** | CONTRIBUTIONS | 5,550.00 | 5,550.00 |
| | | | | MISCELLANEOUS INCOME | 0.00 | 0.00 |
| | | | **Revenue Total** | | **5,550.00** | **5,550.00** |
| | | | **Expense** | SUPPLIES & SERVICES | (21,021.00) | (17,907.00) |
| | | | | TRANSFERS OUT | (1,306.00) | (1,306.00) |
| | | | **Expense Total** | | **(22,327.00)** | **(19,213.00)** |
| | **200 Total** | | | | **(16,777.00)** | **(13,663.00)** |
| | **201** | SENIOR CENTER ACTIVITIES FUND | **Revenue** | CHARGES FOR SERVICES | 4.00 | 4.00 |
| | | | | CONTRIBUTIONS | 6,500.00 | 6,500.00 |
| | | | | MISCELLANEOUS INCOME | 7,650.00 | 7,950.00 |
| | | | | USE OF MONEY AND PROPERTY | 800.00 | 0.00 |
| | | | **Revenue Total** | | **14,954.00** | **14,454.00** |
| | | | **Expense** | SUPPLIES & SERVICES | (11,250.00) | (9,750.00) |
| | | | | TRANSFERS OUT | (987.00) | (987.00) |
| | | | **Expense Total** | | **(12,237.00)** | **(10,737.00)** |
| | **201 Total** | | | | **2,717.00** | **3,717.00** |
| | **202** | ANIMAL CONTROL RESERVE FUND | **Expense** | TRANSFERS OUT | (29.00) | (29.00) |
| | | | **Expense Total** | | **(29.00)** | **(29.00)** |
| | **202 Total** | | | | **(29.00)** | **(29.00)** |
| | **203** | POLICE VOLUNTEER FUND | **Revenue** | TRANSFERS IN | 1,500.00 | 1,500.00 |
| | | | | USE OF MONEY AND PROPERTY | 100.00 | 100.00 |
| | | | **Revenue Total** | | **1,600.00** | **1,600.00** |

# Account Group By Fund

| Fund Type | Funds | Fund Description | Classification | Account Category | Sum of FY 2024-25 Recommended Budget | Sum of FY 2025-26 Recommended Budget |
|---|---|---|---|---|---|---|
| **100 - SPECIAL REVENUE FUNDS** | **203** | POLICE VOLUNTEER FUND | **Expense** | SUPPLIES & SERVICES | (787.00) | (787.00) |
| | | | | TRANSFERS OUT | (200.00) | (200.00) |
| | | | **Expense Total** | | **(987.00)** | **(987.00)** |
| | **203 Total** | | | | **613.00** | **613.00** |
| | **221** | CSCDA-CFD 2020-02 ATWELL | **Revenue** | TAXES | 0.00 | 0.00 |
| | | | **Revenue Total** | | **0.00** | **0.00** |
| | **221 Total** | | | | **0.00** | **0.00** |
| | **222** | ARPA-AMERICA RESCUE PLAN | **Revenue** | INTERGOVERNMENTAL | 2,236,984.00 | 2,236,984.00 |
| | | | **Revenue Total** | | **2,236,984.00** | **2,236,984.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | 0.00 | 0.00 |
| | | | | SUPPLIES & SERVICES | (13,904.00) | (13,904.00) |
| | | | | TRANSFERS OUT | (1,826,385.00) | 0.00 |
| | | | **Expense Total** | | **(1,840,289.00)** | **(13,904.00)** |
| | **222 Total** | | | | **396,695.00** | **2,223,080.00** |
| | **810** | SUCCESSOR AGENCY LOW/MOD FUND (HOUSING AGENCY) | **Revenue** | INTERGOVERNMENTAL | 0.00 | 0.00 |
| | | | | TRANSFERS IN | 0.00 | 0.00 |
| | | | | USE OF MONEY AND PROPERTY | 23,000.00 | 23,000.00 |
| | | | **Revenue Total** | | **23,000.00** | **23,000.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | (85,194.00) | (85,194.00) |
| | | | | SUPPLIES & SERVICES | (14,443.00) | (14,443.00) |
| | | | | TRANSFERS OUT | (639,794.00) | (639,794.00) |
| | | | **Expense Total** | | **(739,431.00)** | **(739,431.00)** |
| | **810 Total** | | | | **(716,431.00)** | **(716,431.00)** |
| **100 - SPECIAL REVENUE FUNDS Total** | | | | | **(1,900,713.00)** | **(1,192,162.00)** |
| **300 - FIDUCIARY FUNDS** | **360** | SUN LAKES CFD #86-1 FUND | **Revenue** | USE OF MONEY AND PROPERTY | 600.00 | 600.00 |
| | | | **Revenue Total** | | **600.00** | **600.00** |
| | **360 Total** | | | | **600.00** | **600.00** |
| | **365** | WILSON ST #91-1 ASSMT DBT FUND | **Revenue** | USE OF MONEY AND PROPERTY | 1,200.00 | 1,200.00 |
| | | | **Revenue Total** | | **1,200.00** | **1,200.00** |
| | **365 Total** | | | | **1,200.00** | **1,200.00** |
| | **370** | AREA POLICE OCMPUTER FUND | **Revenue** | USE OF MONEY AND PROPERTY | 0.00 | 0.00 |
| | | | **Revenue Total** | | **0.00** | **0.00** |
| | | | **Expense** | REPAIRS & MAINTENANCE | 0.00 | 0.00 |
| | | | | SUPPLIES & SERVICES | 0.00 | 0.00 |
| | | | | TRANSFERS OUT | 0.00 | 0.00 |
| | | | **Expense Total** | | **0.00** | **0.00** |
| | **370 Total** | | | | **0.00** | **0.00** |

# Account Group By Fund

| Fund Type | Funds | Fund Description | Classification | Account Category | Sum of FY 2024-25 Recommended Budget | Sum of FY 2025-26 Recommended Budget |
|---|---|---|---|---|---|---|
| **300 - FIDUCIARY FUNDS** | **375** | FAIR OAKS AD #2004-1 DEBT FUND | **Revenue** | TAXES | 199,367.00 | 199,367.00 |
| | | | | USE OF MONEY AND PROPERTY | 0.00 | 0.00 |
| | | | **Revenue Total** | | **199,367.00** | **199,367.00** |
| | | | **Expense** | DEBT SERVICE | (188,142.00) | (188,142.00) |
| | | | | SUPPLIES & SERVICES | (4,168.00) | (4,168.00) |
| | | | | TRANSFERS OUT | (2,150.00) | (2,150.00) |
| | | | **Expense Total** | | **(194,460.00)** | **(194,460.00)** |
| | **375 Total** | | | | **4,907.00** | **4,907.00** |
| | **376** | CAMEO HOMES FUND | **Revenue** | USE OF MONEY AND PROPERTY | 500.00 | 0.00 |
| | | | **Revenue Total** | | **500.00** | **0.00** |
| | | | **Expense** | TRANSFERS OUT | 0.00 | 0.00 |
| | | | **Expense Total** | | **0.00** | **0.00** |
| | **376 Total** | | | | **500.00** | **0.00** |
| **300 - FIDUCIARY FUNDS Total** | | | | | **7,207.00** | **6,707.00** |
| **400 - CAPITAL IMPROVEMENT FUNDS** | **400** | POLICE FACILITIES DVLP FUND | **Revenue** | MISCELLANEOUS INCOME | 37,469.00 | 37,469.00 |
| | | | | USE OF MONEY AND PROPERTY | 4,000.00 | 4,000.00 |
| | | | **Revenue Total** | | **41,469.00** | **41,469.00** |
| | | | **Expense** | TRANSFERS OUT | (194.00) | (194.00) |
| | | | **Expense Total** | | **(194.00)** | **(194.00)** |
| | **400 Total** | | | | **41,275.00** | **41,275.00** |
| | **410** | FIRE FACILITIES DEVELOPMENT FUND | **Revenue** | MISCELLANEOUS INCOME | 74,005.00 | 74,005.00 |
| | | | | USE OF MONEY AND PROPERTY | 22,000.00 | 22,000.00 |
| | | | **Revenue Total** | | **96,005.00** | **96,005.00** |
| | | | **Expense** | TRANSFERS OUT | (211.00) | (211.00) |
| | | | **Expense Total** | | **(211.00)** | **(211.00)** |
| | **410 Total** | | | | **95,794.00** | **95,794.00** |
| | **420** | TRAFFIC CONTROL FUND | **Revenue** | MISCELLANEOUS INCOME | 100,001.00 | 100,001.00 |
| | | | | USE OF MONEY AND PROPERTY | 32,000.00 | 32,000.00 |
| | | | **Revenue Total** | | **132,001.00** | **132,001.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | (500,000.00) | (500,000.00) |
| | | | | SUPPLIES & SERVICES | 0.00 | 0.00 |
| | | | | TRANSFERS OUT | (695.00) | (695.00) |
| | | | **Expense Total** | | **(500,695.00)** | **(500,695.00)** |
| | **420 Total** | | | | **(368,694.00)** | **(368,694.00)** |
| | **430** | GENERAL FACILITIES FUND | **Revenue** | MISCELLANEOUS INCOME | 20,000.00 | 20,000.00 |
| | | | | TRANSFERS IN | 0.00 | 0.00 |
| | | | | USE OF MONEY AND PROPERTY | 8,000.00 | 8,000.00 |

# Account Group By Fund

| Fund Type | Funds | Fund Description | Classification | Account Category | Sum of FY 2024-25 Recommended Budget | Sum of FY 2025-26 Recommended Budget |
|---|---|---|---|---|---|---|
| **400 - CAPITAL IMPROVEMENT FUNDS** | **430** | GENERAL FACILITIES FUND | **Revenue Total** | | **28,000.00** | **28,000.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | (167,500.00) | (167,500.00) |
| | | | | TRANSFERS OUT | (200.00) | (200.00) |
| | | | **Expense Total** | | **(167,700.00)** | **(167,700.00)** |
| | **430 Total** | | | | **(139,700.00)** | **(139,700.00)** |
| | **444** | WILSON MEDIAN FUND | **Revenue** | USE OF MONEY AND PROPERTY | 6,000.00 | 6,000.00 |
| | | | **Revenue Total** | | **6,000.00** | **6,000.00** |
| | | | **Expense** | TRANSFERS OUT | (137.00) | (137.00) |
| | | | **Expense Total** | | **(137.00)** | **(137.00)** |
| | **444 Total** | | | | **5,863.00** | **5,863.00** |
| | **451** | PARK DEVELOPMENT FUND | **Revenue** | INTERGOVERNMENTAL | 196,926.00 | 0.00 |
| | | | | MISCELLANEOUS INCOME | 105,865.00 | 105,865.00 |
| | | | | USE OF MONEY AND PROPERTY | 5,000.00 | 5,000.00 |
| | | | **Revenue Total** | | **307,791.00** | **110,865.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | (296,926.00) | (50,000.00) |
| | | | | SUPPLIES & SERVICES | (85,926.00) | (90,926.00) |
| | | | | TRANSFERS OUT | (125,879.00) | (225,879.00) |
| | | | **Expense Total** | | **(508,731.00)** | **(366,805.00)** |
| | **451 Total** | | | | **(200,940.00)** | **(255,940.00)** |
| | **470** | CAPITAL IMPROVEMENT FUND | **Revenue** | USE OF MONEY AND PROPERTY | 0.00 | 0.00 |
| | | | **Revenue Total** | | **0.00** | **0.00** |
| | | | **Expense** | TRANSFERS OUT | (88.00) | (88.00) |
| | | | **Expense Total** | | **(88.00)** | **(88.00)** |
| | **470 Total** | | | | **(88.00)** | **(88.00)** |
| | **840** | BEA CAPITAL PROJECTS FUND | **Revenue** | USE OF MONEY AND PROPERTY | 0.00 | 0.00 |
| | | | **Revenue Total** | | **0.00** | **0.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | (8,351.00) | (8,351.00) |
| | | | | TRANSFERS OUT | (34,995.00) | (34,995.00) |
| | | | **Expense Total** | | **(43,346.00)** | **(43,346.00)** |
| | **840 Total** | | | | **(43,346.00)** | **(43,346.00)** |
| | **841** | BEA LOW/MOD CAPITAL PROJECTS FUND | **Expense** | TRANSFERS OUT | (46.00) | (46.00) |
| | | | **Expense Total** | | **(46.00)** | **(46.00)** |
| | **841 Total** | | | | **(46.00)** | **(46.00)** |
| **400 - CAPITAL IMPROVEMENT FUNDS Total** | | | | | **(609,882.00)** | **(664,882.00)** |
| **600 - AIRPORT FUND** | **600** | AIRPORT FUND | **Revenue** | INTERGOVERNMENTAL | 0.00 | 0.00 |
| | | | | MISCELLANEOUS INCOME | 0.00 | 0.00 |
| | | | | SALES AND SERVICE CHARGES | 155,600.00 | 155,600.00 |

# Account Group By Fund

| Fund Type | Funds | Fund Description | Classification | Account Category | Sum of FY 2024-25 Recommended Budget | Sum of FY 2025-26 Recommended Budget |
|---|---|---|---|---|---|---|
| **600 - AIRPORT FUND** | **600** | AIRPORT FUND | **Revenue** | TRANSFERS IN | 0.00 | 0.00 |
| | | | | USE OF MONEY AND PROPERTY | 0.00 | 0.00 |
| | | | **Revenue Total** | | **155,600.00** | **155,600.00** |
| | | | **Expense** | REPAIRS & MAINTENANCE | (18,215.00) | (18,215.00) |
| | | | | SALARIES & BENEFITS | (115,001.00) | (115,001.00) |
| | | | | SUPPLIES & SERVICES | (90,647.00) | (90,647.00) |
| | | | | TRANSFERS OUT | (81,884.00) | (81,884.00) |
| | | | | CONTRA EXPENDITURE | 0.00 | 0.00 |
| | | | | DEPRECIATION | 0.00 | 0.00 |
| | | | **Expense Total** | | **(305,747.00)** | **(305,747.00)** |
| | **600 Total** | | | | **(150,147.00)** | **(150,147.00)** |
| **600 - AIRPORT FUND Total** | | | | | **(150,147.00)** | **(150,147.00)** |
| **610 - TRANSIT FUND** | **610** | TRANSIT FUND | **Revenue** | CHARGES FOR SERVICES | 17,380.00 | 0.00 |
| | | | | INTERGOVERNMENTAL | 8,944,761.00 | 4,192,449.00 |
| | | | | MISCELLANEOUS INCOME | 835.00 | 21,026.00 |
| | | | | OTHER INCOME | 4,565,000.00 | 6,061,216.00 |
| | | | | SALES AND SERVICE CHARGES | 28,081.00 | 177,500.00 |
| | | | | TRANSFERS IN | 60,000.00 | 60,000.00 |
| | | | | USE OF MONEY AND PROPERTY | 8,000.00 | 8,000.00 |
| | | | **Revenue Total** | | **13,624,057.00** | **10,520,191.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | (9,183,918.00) | (1,768,918.00) |
| | | | | REPAIRS & MAINTENANCE | (15,000.00) | (17,500.00) |
| | | | | SALARIES & BENEFITS | (1,586,691.00) | (1,593,402.00) |
| | | | | SUPPLIES & SERVICES | (415,808.00) | (215,721.00) |
| | | | | TRANSFERS OUT | (1,924,101.00) | (1,924,101.00) |
| | | | | CONTRA EXPENDITURE | 0.00 | 0.00 |
| | | | | DEPRECIATION | 0.00 | 0.00 |
| | | | **Expense Total** | | **(13,125,518.00)** | **(5,519,642.00)** |
| | **610 Total** | | | | **498,539.00** | **5,000,549.00** |
| **610 - TRANSIT FUND Total** | | | | | **498,539.00** | **5,000,549.00** |
| **660 - WATER ENTERPRISE** | **660** | WATER FUND | **Revenue** | INTERGOVERNMENTAL | 125,000.00 | 125,000.00 |
| | | | | MISCELLANEOUS INCOME | 765,000.00 | 17,500.00 |
| | | | | OTHER INCOME | 0.00 | 0.00 |
| | | | | SALES AND SERVICE CHARGES | 13,092,500.00 | 13,592,500.00 |
| | | | | TRANSFERS IN | 1,537,873.00 | 0.00 |
| | | | | USE OF MONEY AND PROPERTY | 340,000.00 | 340,000.00 |
| | | | **Revenue Total** | | **15,860,373.00** | **14,075,000.00** |

# Account Group By Fund

| Fund Type | Funds | Fund Description | Classification | Account Category | Sum of FY 2024-25 Recommended Budget | Sum of FY 2025-26 Recommended Budget |
|---|---|---|---|---|---|---|
| **660 - WATER ENTERPRISE** | **660** | WATER FUND | **Expense** | CAPITAL EXPENDITURES | (8,366,994.00) | (6,116,994.00) |
| | | | | DEBT SERVICE | 0.00 | 0.00 |
| | | | | PURCHASED POWER | (1,250,000.00) | (1,250,000.00) |
| | | | | REPAIRS & MAINTENANCE | (114,271.00) | (134,271.00) |
| | | | | SALARIES & BENEFITS | (3,188,855.00) | (3,375,085.00) |
| | | | | SUPPLIES & SERVICES | (3,287,137.00) | (3,121,637.00) |
| | | | | TRANSFERS OUT | (5,172,773.00) | (5,172,773.00) |
| | | | | CONTRA EXPENDITURE | 0.00 | 0.00 |
| | | | | DEPRECIATION | 0.00 | 0.00 |
| | | | **Expense Total** | | **(21,380,030.00)** | **(19,170,760.00)** |
| | **660 Total** | | | | **(5,519,657.00)** | **(5,095,760.00)** |
| | **661** | WATER CAPITAL FACILITIES FUND | **Revenue** | INTERGOVERNMENTAL | 0.00 | 0.00 |
| | | | | MISCELLANEOUS INCOME | 550,000.00 | 550,000.00 |
| | | | | USE OF MONEY AND PROPERTY | 68,000.00 | 68,000.00 |
| | | | **Revenue Total** | | **618,000.00** | **618,000.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | (6,552,755.00) | (189,300.00) |
| | | | | SUPPLIES & SERVICES | 0.00 | (133,686.00) |
| | | | | TRANSFERS OUT | 0.00 | 0.00 |
| | | | **Expense Total** | | **(6,552,755.00)** | **(322,986.00)** |
| | **661 Total** | | | | **(5,934,755.00)** | **295,014.00** |
| | **662** | IRRIGATION WATER FUND | **Revenue** | USE OF MONEY AND PROPERTY | 20,000.00 | 20,000.00 |
| | | | **Revenue Total** | | **20,000.00** | **20,000.00** |
| | **662 Total** | | | | **20,000.00** | **20,000.00** |
| | **663** | BUA WATER CAPITAL PROJECT FUND | **Revenue** | MISCELLANEOUS INCOME | 838,779.00 | 0.00 |
| | | | | USE OF MONEY AND PROPERTY | 0.00 | 0.00 |
| | | | **Revenue Total** | | **838,779.00** | **0.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | 0.00 | 0.00 |
| | | | **Expense Total** | | **0.00** | **0.00** |
| | **663 Total** | | | | **838,779.00** | **0.00** |
| | **669** | BUA WATER DEBT SERVICE FUND | **Revenue** | TRANSFERS IN | 1,991,263.00 | 1,991,263.00 |
| | | | | USE OF MONEY AND PROPERTY | 0.00 | 0.00 |
| | | | **Revenue Total** | | **1,991,263.00** | **1,991,263.00** |
| | | | **Expense** | DEBT SERVICE | (1,912,282.00) | (1,912,282.00) |
| | | | | SUPPLIES & SERVICES | (2,600.00) | (2,600.00) |
| | | | **Expense Total** | | **(1,914,882.00)** | **(1,914,882.00)** |
| | **669 Total** | | | | **76,381.00** | **76,381.00** |
| **660 - WATER ENTERPRISE Total** | | | | | **(10,519,252.00)** | **(4,704,365.00)** |

# Account Group By Fund

| Fund Type | Funds | Fund Description | Classification | Account Category | Sum of FY 2024-25 Recommended Budget | Sum of FY 2025-26 Recommended Budget |
|---|---|---|---|---|---|---|
| **670 - ELECTRIC ENTERPRISE** | **670** | ELECTRIC FUND | **Revenue** | INTERGOVERNMENTAL | 13,515.00 | 13,515.00 |
| | | | | MISCELLANEOUS INCOME | 3,802,457.00 | 3,802,457.00 |
| | | | | OTHER INCOME | 0.00 | 0.00 |
| | | | | SALES AND SERVICE CHARGES | 32,571,577.00 | 32,621,577.00 |
| | | | | TRANSFERS IN | 350,000.00 | 350,000.00 |
| | | | | USE OF MONEY AND PROPERTY | 40,000.00 | 40,000.00 |
| | | | **Revenue Total** | | **36,777,549.00** | **36,827,549.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | (100,000.00) | (125,000.00) |
| | | | | DEBT SERVICE | 0.00 | 0.00 |
| | | | | PURCHASED POWER | (22,362,000.00) | (23,214,250.00) |
| | | | | REPAIRS & MAINTENANCE | (220,500.00) | (487,334.00) |
| | | | | SALARIES & BENEFITS | (7,276,376.00) | (7,346,299.00) |
| | | | | STREET LIGHTING | (194,287.00) | (194,287.00) |
| | | | | SUPPLIES & SERVICES | (1,183,560.00) | (885,305.00) |
| | | | | TRANSFERS OUT | (6,009,823.00) | (6,009,823.00) |
| | | | | CONTRA EXPENDITURE | 0.00 | 0.00 |
| | | | | DEPRECIATION | 0.00 | 0.00 |
| | | | **Expense Total** | | **(37,346,546.00)** | **(38,262,298.00)** |
| | **670 Total** | | | | **(568,997.00)** | **(1,434,749.00)** |
| | **672** | RATE STABILITY FUND | **Revenue** | USE OF MONEY AND PROPERTY | 100,000.00 | 100,000.00 |
| | | | **Revenue Total** | | **100,000.00** | **100,000.00** |
| | **672 Total** | | | | **100,000.00** | **100,000.00** |
| | **673** | ELECTRIC IMPROVEMENT FUND | **Revenue** | MISCELLANEOUS INCOME | 750,000.00 | 1,000,000.00 |
| | | | | USE OF MONEY AND PROPERTY | 0.00 | 0.00 |
| | | | **Revenue Total** | | **750,000.00** | **1,000,000.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | (1,040,000.00) | (1,005,000.00) |
| | | | | SUPPLIES & SERVICES | (400,000.00) | (25,000.00) |
| | | | | TRANSFERS OUT | 0.00 | 0.00 |
| | | | **Expense Total** | | **(1,440,000.00)** | **(1,030,000.00)** |
| | **673 Total** | | | | **(690,000.00)** | **(30,000.00)** |
| | **674** | ELECTRIC REVENUE BOND PROJECT FUND | **Revenue** | MISCELLANEOUS INCOME | 0.00 | 0.00 |
| | | | | TRANSFERS IN | 0.00 | 0.00 |
| | | | | USE OF MONEY AND PROPERTY | 0.00 | 0.00 |
| | | | **Revenue Total** | | **0.00** | **0.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | (72.00) | 0.00 |
| | | | | TRANSFERS OUT | 0.00 | 0.00 |
| | | | **Expense Total** | | **(72.00)** | **0.00** |

# Account Group By Fund

| Fund Type | Funds | Fund Description | Classification | Account Category | Sum of FY 2024-25 Recommended Budget | Sum of FY 2025-26 Recommended Budget |
|---|---|---|---|---|---|---|
| **670 - ELECTRIC ENTERPRISE** | **674 Total** | | | | **(72.00)** | **0.00** |
| | **675** | PUBLIC BENEFIT FUND | **Revenue** | MISCELLANEOUS INCOME | 0.00 | 0.00 |
| | | | | SALES AND SERVICE CHARGES | 760,000.00 | 780,000.00 |
| | | | | TRANSFERS IN | 0.00 | 0.00 |
| | | | | USE OF MONEY AND PROPERTY | 15,000.00 | 15,000.00 |
| | | | **Revenue Total** | | **775,000.00** | **795,000.00** |
| | | | **Expense** | DEBT SERVICE | 0.00 | 0.00 |
| | | | | SUPPLIES & SERVICES | (851,250.00) | (816,500.00) |
| | | | | TRANSFERS OUT | 0.00 | 0.00 |
| | | | **Expense Total** | | **(851,250.00)** | **(816,500.00)** |
| | **675 Total** | | | | **(76,250.00)** | **(21,500.00)** |
| | **678** | ELECTRIC REVENUE BOND DEBT SERVICE FUND | **Revenue** | TRANSFERS IN | 2,426,619.00 | 2,426,619.00 |
| | | | | USE OF MONEY AND PROPERTY | 0.00 | 0.00 |
| | | | **Revenue Total** | | **2,426,619.00** | **2,426,619.00** |
| | | | **Expense** | DEBT SERVICE | (2,390,330.00) | (2,390,330.00) |
| | | | | SUPPLIES & SERVICES | (1,100.00) | (1,100.00) |
| | | | **Expense Total** | | **(2,391,430.00)** | **(2,391,430.00)** |
| | **678 Total** | | | | **35,189.00** | **35,189.00** |
| **670 - ELECTRIC ENTERPRISE Total** | | | | | **(1,200,130.00)** | **(1,351,060.00)** |
| **680 - WASTEWATER ENTERPRISE** | **680** | WASTEWATER FUND | **Revenue** | INTERGOVERNMENTAL | 1,500,000.00 | 0.00 |
| | | | | MISCELLANEOUS INCOME | 0.00 | 0.00 |
| | | | | OTHER INCOME | 0.00 | 0.00 |
| | | | | SALES AND SERVICE CHARGES | 8,000,000.00 | 8,320,000.00 |
| | | | | TRANSFERS IN | 0.00 | 0.00 |
| | | | | USE OF MONEY AND PROPERTY | 36,000.00 | 36,000.00 |
| | | | **Revenue Total** | | **9,536,000.00** | **8,356,000.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | (1,610,000.00) | (15,000.00) |
| | | | | DEBT SERVICE | (4,257.00) | (4,257.00) |
| | | | | REPAIRS & MAINTENANCE | (142,522.00) | (145,022.00) |
| | | | | SALARIES & BENEFITS | (1,484,779.00) | (1,589,218.00) |
| | | | | SUPPLIES & SERVICES | (1,848,823.00) | (1,846,823.00) |
| | | | | TRANSFERS OUT | (1,326,507.00) | (1,326,507.00) |
| | | | | CONTRA EXPENDITURE | 0.00 | 0.00 |
| | | | | DEPRECIATION | 0.00 | 0.00 |
| | | | **Expense Total** | | **(6,416,888.00)** | **(4,926,827.00)** |
| | **680 Total** | | | | **3,119,112.00** | **3,429,173.00** |
| | **681** | WASTEWATER CAPITAL FACILITY FUND | **Revenue** | MISCELLANEOUS INCOME | 151,650.00 | 226,650.00 |

# Account Group By Fund

| Fund Type | Funds | Fund Description | Classification | Account Category | Sum of FY 2024-25 Recommended Budget | Sum of FY 2025-26 Recommended Budget |
|---|---|---|---|---|---|---|
| **680 - WASTEWATER ENTERPRISE** | **681** | WASTEWATER CAPITAL FACILITY FUND | **Revenue** | USE OF MONEY AND PROPERTY | 165,000.00 | 165,000.00 |
| | | | **Revenue Total** | | **316,650.00** | **391,650.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | (5,000,000.00) | 0.00 |
| | | | **Expense Total** | | **(5,000,000.00)** | **0.00** |
| | **681 Total** | | | | **(4,683,350.00)** | **391,650.00** |
| | **682** | WASTEWATER TERTIARY FUND | **Revenue** | SALES AND SERVICE CHARGES | 350,000.00 | 360,000.00 |
| | | | | USE OF MONEY AND PROPERTY | 140,000.00 | 140,000.00 |
| | | | **Revenue Total** | | **490,000.00** | **500,000.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | (3,000,000.00) | 0.00 |
| | | | **Expense Total** | | **(3,000,000.00)** | **0.00** |
| | **682 Total** | | | | **(2,510,000.00)** | **500,000.00** |
| | **683** | BUA WASTEWATER CAPITAL PROJECT FUND | **Revenue** | MISCELLANEOUS INCOME | 2,502,807.00 | 0.00 |
| | | | | USE OF MONEY AND PROPERTY | 0.00 | 0.00 |
| | | | **Revenue Total** | | **2,502,807.00** | **0.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | 0.00 | 0.00 |
| | | | | TRANSFERS OUT | 0.00 | 0.00 |
| | | | **Expense Total** | | **0.00** | **0.00** |
| | **683 Total** | | | | **2,502,807.00** | **0.00** |
| | **685** | STATE REVOLVING LOAN FUND | **Revenue** | USE OF MONEY AND PROPERTY | 8,000.00 | 8,000.00 |
| | | | **Revenue Total** | | **8,000.00** | **8,000.00** |
| | **685 Total** | | | | **8,000.00** | **8,000.00** |
| | **689** | BUA WASTEWATER DEBT SERVICE FUND | **Revenue** | TRANSFERS IN | 290,920.00 | 290,920.00 |
| | | | | USE OF MONEY AND PROPERTY | 0.00 | 0.00 |
| | | | **Revenue Total** | | **290,920.00** | **290,920.00** |
| | | | **Expense** | DEBT SERVICE | (281,550.00) | (281,550.00) |
| | | | | SUPPLIES & SERVICES | (2,600.00) | (2,600.00) |
| | | | **Expense Total** | | **(284,150.00)** | **(284,150.00)** |
| | **689 Total** | | | | **6,770.00** | **6,770.00** |
| **680 - WASTEWATER ENTERPRISE Total** | | | | | **(1,556,661.00)** | **4,335,593.00** |
| **700 - INTERNAL SERVICE FUNDS** | **700** | RISK MANAGEMENT FUND | **Revenue** | MISCELLANEOUS INCOME | 0.00 | 0.00 |
| | | | | SALES AND SERVICE CHARGES | 4,088,365.00 | 4,088,365.00 |
| | | | | TRANSFERS IN | 0.00 | 0.00 |
| | | | | USE OF MONEY AND PROPERTY | 0.00 | 0.00 |
| | | | **Revenue Total** | | **4,088,365.00** | **4,088,365.00** |
| | | | **Expense** | REPAIRS & MAINTENANCE | (829.00) | (829.00) |
| | | | | SALARIES & BENEFITS | (325,725.00) | (328,918.00) |
| | | | | SUPPLIES & SERVICES | (5,882,722.00) | (5,955,300.00) |

# Account Group By Fund

| Fund Type | Funds | Fund Description | Classification | Account Category | Sum of FY 2024-25 Recommended Budget | Sum of FY 2025-26 Recommended Budget |
|---|---|---|---|---|---|---|
| **700 - INTERNAL SERVICE FUNDS** | **700** | RISK MANAGEMENT FUND | **Expense** | TRANSFERS OUT | (176,428.00) | (176,428.00) |
| | | | | CONTRA EXPENDITURE | 0.00 | 0.00 |
| | | | **Expense Total** | | **(6,385,704.00)** | **(6,461,475.00)** |
| | **700 Total** | | | | **(2,297,339.00)** | **(2,373,110.00)** |
| | **702** | FLEET MAINTENANCE FUND | **Revenue** | MISCELLANEOUS INCOME | 103,941.00 | 13,983.00 |
| | | | | SALES AND SERVICE CHARGES | 2,441,349.00 | 2,331,349.00 |
| | | | | TRANSFERS IN | 0.00 | 0.00 |
| | | | | USE OF MONEY AND PROPERTY | 8,000.00 | 8,000.00 |
| | | | **Revenue Total** | | **2,553,290.00** | **2,353,332.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | (100,000.00) | 0.00 |
| | | | | DEBT SERVICE | 0.00 | 0.00 |
| | | | | REPAIRS & MAINTENANCE | (377,500.00) | (398,800.00) |
| | | | | SALARIES & BENEFITS | (637,342.00) | (750,197.00) |
| | | | | SUPPLIES & SERVICES | (1,015,129.00) | (846,820.00) |
| | | | | TRANSFERS OUT | (244,106.00) | (244,106.00) |
| | | | | CONTRA EXPENDITURE | 0.00 | 0.00 |
| | | | | DEPRECIATION | 0.00 | 0.00 |
| | | | **Expense Total** | | **(2,374,077.00)** | **(2,239,923.00)** |
| | **702 Total** | | | | **179,213.00** | **113,409.00** |
| | **703** | INFORMATION SYSTEMS SERVICE FUND | **Revenue** | MISCELLANEOUS INCOME | 0.00 | 0.00 |
| | | | | SALES AND SERVICE CHARGES | 1,456,202.00 | 1,456,202.00 |
| | | | | TRANSFERS IN | 209,512.00 | 0.00 |
| | | | **Revenue Total** | | **1,665,714.00** | **1,456,202.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | (887,519.00) | (887,519.00) |
| | | | | DEBT SERVICE | 0.00 | 0.00 |
| | | | | REPAIRS & MAINTENANCE | (273,332.00) | (273,332.00) |
| | | | | SALARIES & BENEFITS | (653,612.00) | (653,612.00) |
| | | | | SUPPLIES & SERVICES | (222,556.00) | (221,056.00) |
| | | | | TRANSFERS OUT | (504,362.00) | (504,362.00) |
| | | | | CONTRA EXPENDITURE | 0.00 | 0.00 |
| | | | | DEPRECIATION | 0.00 | 0.00 |
| | | | **Expense Total** | | **(2,541,381.00)** | **(2,539,881.00)** |
| | **703 Total** | | | | **(875,667.00)** | **(1,083,679.00)** |
| | **704** | BUILDING MAINTENANCE | **Revenue** | INTERGOVERNMENTAL | 200,000.00 | 600,000.00 |
| | | | | TRANSFERS IN | 873,482.00 | 873,482.00 |
| | | | **Revenue Total** | | **1,073,482.00** | **1,473,482.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | (1,580,000.00) | (1,300,000.00) |

# Account Group By Fund

| Fund Type | Funds | Fund Description | Classification | Account Category | Sum of FY 2024-25 Recommended Budget | Sum of FY 2025-26 Recommended Budget |
|---|---|---|---|---|---|---|
| **700 - INTERNAL SERVICE FUNDS** | **704** | BUILDING MAINTENANCE | **Expense** | REPAIRS & MAINTENANCE | (141,500.00) | (156,500.00) |
| | | | | SALARIES & BENEFITS | (509,169.00) | (514,837.00) |
| | | | | SUPPLIES & SERVICES | (579,617.00) | (625,858.00) |
| | | | | TRANSFERS OUT | (121,131.00) | (121,131.00) |
| | | | **Expense Total** | | **(2,931,417.00)** | **(2,718,326.00)** |
| | **704 Total** | | | | **(1,857,935.00)** | **(1,244,844.00)** |
| | **705** | SUPPORT SERVICES | **Revenue** | TRANSFERS IN | 1,554,084.00 | 1,554,084.00 |
| | | | **Revenue Total** | | **1,554,084.00** | **1,554,084.00** |
| | | | **Expense** | CAPITAL EXPENDITURES | (12,000.00) | (12,000.00) |
| | | | | REPAIRS & MAINTENANCE | (37,469.00) | (37,469.00) |
| | | | | SUPPLIES & SERVICES | (965,073.00) | (946,695.00) |
| | | | | TRANSFERS OUT | (386,826.00) | (386,826.00) |
| | | | **Expense Total** | | **(1,401,368.00)** | **(1,382,990.00)** |
| | **705 Total** | | | | **152,716.00** | **171,094.00** |
| | **761** | UTILITY BILLING ADMINISTRATION FUND | **Revenue** | MISCELLANEOUS INCOME | 2.00 | 2.00 |
| | | | | SALES AND SERVICE CHARGES | 2,943,151.00 | 2,943,151.00 |
| | | | | TRANSFERS IN | 0.00 | 0.00 |
| | | | | USE OF MONEY AND PROPERTY | 0.00 | 0.00 |
| | | | **Revenue Total** | | **2,943,153.00** | **2,943,153.00** |
| | | | **Expense** | DEBT SERVICE | 0.00 | 0.00 |
| | | | | REPAIRS & MAINTENANCE | (50,548.00) | (50,548.00) |
| | | | | SALARIES & BENEFITS | (1,851,728.00) | (1,851,728.00) |
| | | | | SUPPLIES & SERVICES | (728,075.00) | (735,612.00) |
| | | | | TRANSFERS OUT | (391,735.00) | (391,735.00) |
| | | | | CONTRA EXPENDITURE | 0.00 | 0.00 |
| | | | | DEPRECIATION | 0.00 | 0.00 |
| | | | **Expense Total** | | **(3,022,086.00)** | **(3,029,623.00)** |
| | **761 Total** | | | | **(78,933.00)** | **(86,470.00)** |
| **700 - INTERNAL SERVICE FUNDS Total** | | | | | **(4,777,945.00)** | **(4,503,600.00)** |
| **800 - SUCCESSOR AGENCY FUNDS** | **805** | REDEVELOPMENT OBLIGATION RETIREMENT FUND | **Revenue** | TAXES | 2,838,275.00 | 2,968,802.00 |
| | | | **Revenue Total** | | **2,838,275.00** | **2,968,802.00** |
| | | | **Expense** | TRANSFERS OUT | (2,545,313.00) | (2,545,313.00) |
| | | | **Expense Total** | | **(2,545,313.00)** | **(2,545,313.00)** |
| | **805 Total** | | | | **292,962.00** | **423,489.00** |
| | **830** | SUCCESSOR AGENCY DEBT SERVICE FUND | **Revenue** | CONTRIBUTIONS | 2,191,282.00 | 2,191,282.00 |
| | | | **Revenue Total** | | **2,191,282.00** | **2,191,282.00** |
| | | | **Expense** | DEBT SERVICE | (2,275,382.00) | (2,275,382.00) |

# Account Group By Fund

| Fund Type | Funds | Fund Description | Classification | Account Category | Sum of FY 2024-25 Recommended Budget | Sum of FY 2025-26 Recommended Budget |
|---|---|---|---|---|---|---|
| **800 - SUCCESSOR AGENCY FUNDS** | **830** | SUCCESSOR AGENCY DEBT SERVICE FUND | **Expense** | SUPPLIES & SERVICES | (1,750.00) | (1,750.00) |
| | | | | TRANSFERS OUT | (397.00) | (397.00) |
| | | | **Expense Total** | | **(2,277,529.00)** | **(2,277,529.00)** |
| | **830 Total** | | | | **(86,247.00)** | **(86,247.00)** |
| | **850** | SUCCESSOR AGENCY ADMIN FUND | **Revenue** | USE OF MONEY AND PROPERTY | 0.00 | 0.00 |
| | | | **Revenue Total** | | **0.00** | **0.00** |
| | | | **Expense** | TRANSFERS OUT | (5,132.00) | (5,132.00) |
| | | | | OTHER | 0.00 | 0.00 |
| | | | | DEPRECIATION | 0.00 | 0.00 |
| | | | **Expense Total** | | **(5,132.00)** | **(5,132.00)** |
| | **850 Total** | | | | **(5,132.00)** | **(5,132.00)** |
| **800 - SUCCESSOR AGENCY FUNDS Total** | | | | | **201,583.00** | **332,110.00** |
| **Grand Total** | | | | | **(19,930,984.00)** | **(2,812,641.00)** |

# RECOMMENDED CLASSIFICATION LISTING FOR BIENNIAL BUDGET

| Sum of FTE* Class | Job Title | Position Name* | Grade | Total |
|---|---|---|---|---|
| **1000-CITY ADMINISTRATION SERIES** | **CITY ADMINISTRATION GROUP** | ADMINISTRATIVE CITY CLERK | T79 | 1.00 |
| | | ASSISTANT CITY MANAGER | T90 | 1.00 |
| | | CASE MANAGER SPECIALIST | G54 | 4.00 |
| | | CITY CLERK | E02 | 1.00 |
| | | CITY MANAGER | D13 | 1.00 |
| | | COMMUNICATIONS MANAGER | T79 | 1.00 |
| | | COUNCIL MEMBER | C01 | 5.00 |
| | | ECONOMIC DEVELOPMENT MANAGER | T85 | 1.00 |
| | | GRANTS PROGRAM MANAGER | T73 | 1.00 |
| | | HOMELESS SERVICES DIRECTOR | T85 | 1.00 |
| | **CITY ADMINISTRATION GROUP Total** | | | **17.00** |
| | **FINANCIAL SERVICES GROUP** | ACCOUNTANT I | G61 | 2.00 |
| | | ACCOUNTING SPECIALIST | G58 | 4.00 |
| | | ADMINISTRATIVE SERVICES DIRECTOR | D06 | 1.00 |
| | | BUDGET AND FINANCIAL ANALYST | T79 | 1.00 |
| | | BUYER | G66 | 2.00 |
| | | CITY TREASURER | C02 | 1.00 |
| | | CONTRACT SPECIALIST | G63 | 1.00 |
| | | DEPUTY FINANCE DIRECTOR | T90 | 1.00 |
| | | FINANCE MANAGER | T85 | 1.00 |
| | | P.T. ACCOUNTING SPECIALIST | G58 | 0.50 |
| | | PURCHASING MANAGER | T85 | 1.00 |
| | | SENIOR ACCOUNTANT | G68 | 1.00 |
| | **FINANCIAL SERVICES GROUP Total** | | | **16.50** |
| | **HUMAN RESOURCES GROUP** | HUMAN RESOURCES GENERALIST | G58 | 1.00 |
| | | HUMAN RESOURCES MANAGER | T85 | 1.00 |
| | | RISK & SAFETY ANALYST | T73 | 1.00 |
| | | SR HUMAN RESOURCES GENERALIST | G61 | 1.00 |
| | **HUMAN RESOURCES GROUP Total** | | | **4.00** |
| | **INFORMATION/CABLE SYSTEMS GROUP** | INFORMATION TECH ANALYST I | G63 | 2.00 |
| | | INFORMATION TECH ANALYST II | G70 | 1.00 |
| | | INFORMATION TECHNOLOGY MANAGER | T85 | 1.00 |
| | | MULTIMEDIA SPECIALIST | G70 | 1.00 |
| | **INFORMATION/CABLE SYSTEMS GROUP Total** | | | **5.00** |
| | **OFFICE SUPPORT GROUP** | COMMUNITY DEVELOPMENT OPERATIONS MANAGER | T85 | 1.00 |
| | | ENGINEERING SERVICES ASSISTANT | G55 | 0.08 |
| | | EXECUTIVE SECRETARY | G53 | 1.00 |
| | | OFFICE SPECIALIST | G49 | 2.00 |
| | **OFFICE SUPPORT GROUP Total** | | | **4.08** |
| | **PUBLIC WORKS MANAGEMENT GROUP** | ENVIRONMENTAL PROGRAM COORDINATOR | G61 | 1.00 |
| | | PUBLIC WORKS DIRECTOR | D12 | 0.08 |
| | | PUBLIC WORKS PROGRAM MANAGER | T85 | 0.50 |
| | **PUBLIC WORKS MANAGEMENT GROUP Total** | | | **1.58** |
| | **STREETS GROUPS** | PUBLIC WORKS SUPERINTENDENT | T85 | 0.28 |

# RECOMMENDED CLASSIFICATION LISTING FOR BIENNIAL BUDGET

| Sum of FTE* Class | Job Title | Position Name* | Grade | Total |
|---|---|---|---|---|
| 1000-CITY ADMINISTRATION SERIES | STREETS GROUPS Total | | | 0.28 |
| | UTILITY BILLING GROUP | CUSTOMER SERVICE SUPERVISOR | T79 | 1.00 |
| | | CUSTOMER SVC & BILLING MANAGER | T85 | 1.00 |
| | | CUSTOMER SVC REPRESENTATIVE | G48 | 5.00 |
| | | FIELD SERVICE REPRESENTATIVE | U56 | 3.00 |
| | | LEAD FIELD SERVICE REPRESENTATIVE | U60 | 1.00 |
| | | SR. UTILITY BILLING REPRESENTATIVE | G55 | 3.00 |
| | UTILITY BILLING GROUP Total | | | 14.00 |
| 1000-CITY ADMINISTRATION SERIES Total | | | | 62.43 |
| 2000-POLICE SERIES | POLICE GROUP | POLICE CADET | G33 | 0.50 |
| | | POLICE CAPTAIN | P92 | 1.00 |
| | | POLICE CHIEF | CP03 | 1.00 |
| | | POLICE CORPORAL | P71 | 4.00 |
| | | POLICE LIEUTENANT | P87 | 4.00 |
| | | POLICE OFFICER | P67 | 24.00 |
| | | POLICE SERGEANT | P78 | 6.00 |
| | POLICE GROUP Total | | | 40.50 |
| | POLICE SUPPORT GROUP | ANIMAL CONTROL OFFICER | G56 | 2.00 |
| | | COMMUNITY SERVICES OFFICER | G56 | 1.00 |
| | | EXECUTIVE ASSISTANT/SUPPORT SERVICES MANAGER | T85 | 1.00 |
| | | POLICE RECORDS TECHNICIAN I | G51 | 3.00 |
| | | POLICE RECORDS TECHNICIAN II | G55 | 1.00 |
| | | PROPERTY & EVIDENCE SPECIALIST | G63 | 1.00 |
| | | PUBLIC SAFETY DISPATCH SUPERVISOR | T79 | 1.00 |
| | | PUBLIC SAFETY DISPATCHER | G59 | 6.00 |
| | | PUBLIC SAFETY DISPATCHER II | G62 | 2.00 |
| | POLICE SUPPORT GROUP Total | | | 18.00 |
| 2000-POLICE SERIES Total | | | | 58.50 |
| 3000-COMMUNITY DEVELOPMENT SERIES | COMMUNITY DEVELOPMENT GROUP | ASSISTANT PLANNER | T63 | 1.00 |
| | | ASSOCIATE PLANNER | T68 | 1.00 |
| | | COMMUNITY DEVELOPMENT DIRECTOR | D01 | 1.00 |
| | | DEVELOPMNT.PROJECT COORDINATOR | G61 | 1.00 |
| | | SENIOR PLANNER | T81 | 1.00 |
| | COMMUNITY DEVELOPMENT GROUP Total | | | 5.00 |
| | DEVELOPMENT SERVICES GROUP | BUILDING INSPECTOR | G62 | 1.00 |
| | | BUILDING OFFICIAL | T84 | 1.00 |
| | | BUILDING PERMIT SPECIALIST | G55 | 2.00 |
| | | CODE COMPLIANCE OFFICER | G58 | 2.00 |
| | | CODE COMPLIANCE SUPERVISOR | G70 | 1.00 |
| | | SENIOR BUILDING INSPECTOR | T79 | 1.00 |
| | DEVELOPMENT SERVICES GROUP Total | | | 8.00 |
| 3000-COMMUNITY DEVELOPMENT SERIES Total | | | | 13.00 |
| 3300-PARKS AND RECREATION SERIES | PARKS AND RECREATIONS GROUP | ASSISTANT POOL MANAGER | G44 | 0.47 |
| | | CASHIERS - POOL | G40 | 0.43 |

# RECOMMENDED CLASSIFICATION LISTING FOR BIENNIAL BUDGET

| Sum of FTE* Class | Job Title | Position Name* | Grade | Total |
|---|---|---|---|---|
| **3300-PARKS AND RECREATION SERIES** | **PARKS AND RECREATIONS GROUP** | LIFEGUARDS | G42 | 3.21 |
| | | MAINTENANCE WORKER I | G49 | 3.00 |
| | | OFFICE SPECIALIST | G49 | 1.00 |
| | | PARKS AND RECREATION DIRECTOR | D01 | 1.00 |
| | | POOL MANAGER | G47 | 0.48 |
| | | PROGRAM COORDINATOR | G55 | 2.00 |
| | | RECREATION LEADER | G40 | 2.42 |
| | | RECREATION MANAGER | T81 | 1.00 |
| | | SPORTS COORDINATOR | G49 | 1.00 |
| | | SR. RECREATION LEADER | G42 | 1.54 |
| | | PARKS SUPERVISOR | G70 | 1.00 |
| | **PARKS AND RECREATIONS GROUP Total** | | | **18.55** |
| **3300-PARKS AND RECREATION SERIES Total** | | | | **18.55** |
| **4000-PUBLIC WORKS SERIES** | **ENGINEERING GROUP** | ASSOCIATE ENGINEER | T79 | 3.00 |
| | | ASSOCIATE ENGINEER W/CERTIF. | T79 | 0.75 |
| | | PUBLIC WORKS INSPECTOR | G64 | 1.00 |
| | | SENIOR CIVIL ENGINEER | T86 | 1.00 |
| | **ENGINEERING GROUP Total** | | | **5.75** |
| | **GENERAL MAINTENANCE AND SUPPORT GROUP** | BUILDING MAINTENANCE SPECIALIST I | G53 | 1.00 |
| | | FLEET MAINTENANCE MECHANIC II | G55 | 3.00 |
| | | FLEET MANAGER | T85 | 1.00 |
| | | SR BUILDING MAINTENANCE SPECIALIST | G59 | 1.00 |
| | **GENERAL MAINTENANCE AND SUPPORT GROUP Total** | | | **6.00** |
| | **OFFICE SUPPORT GROUP** | ENGINEERING SERVICES ASSISTANT | G55 | 0.93 |
| | | MANAGEMENT ANALYST | T73 | 1.00 |
| | | OFFICE SPECIALIST | G49 | 1.00 |
| | **OFFICE SUPPORT GROUP Total** | | | **2.93** |
| | **PUBLIC WORKS MANAGEMENT GROUP** | CIP MANAGER | T85 | 1.00 |
| | | DEPUTY PUBLIC WORKS DIRECTOR/CITY ENGINEER | T104 | 1.00 |
| | | PUBLIC WORKS DIRECTOR | D12 | 0.73 |
| | | PUBLIC WORKS PROGRAM MANAGER | T85 | 0.50 |
| | **PUBLIC WORKS MANAGEMENT GROUP Total** | | | **3.23** |
| | **STREETS GROUPS** | AIRPORT ATTENDANT | G30 | 0.75 |
| | | MAINTENANCE WORKER II | G51 | 3.00 |
| | | PUBLIC WORKS SUPERINTENDENT | T85 | 0.73 |
| | | PUBLIC WORKS SUPERVISOR | G70 | 1.00 |
| | | SENIOR MAINTENANCE WORKER | G55 | 1.00 |
| | | WORK RELEASE CREW LEADER | G55 | 2.00 |
| | **STREETS GROUPS Total** | | | **8.48** |
| | **TRANSIT OPERATIONS GROUP** | BUS DRIVER | G48 | 9.00 |
| | | P.T. BUS DRIVER | G48 | 1.50 |
| | | TRANSIT FIELD SUPERVISOR | T79 | 1.00 |
| | | TRANSIT MANAGER | T85 | 1.00 |
| | **TRANSIT OPERATIONS GROUP Total** | | | **12.50** |

# RECOMMENDED CLASSIFICATION LISTING FOR BIENNIAL BUDGET

| Sum of FTE* Class | Job Title | Position Name* | Grade | Total |
|---|---|---|---|---|
| 4000-PUBLIC WORKS SERIES | WATER/WASTEWATER GROUP | ASSISTANT WATER/WASTEWATER SUPERINTENDENT | U78 | 1.00 |
| | | BACKFLOW/LOCATOR SPECIALIST | U66 | 1.00 |
| | | DEPUTY WATER/WASTEWATER DIRECTOR | T104 | 1.00 |
| | | WAREHOUSE SERVICES SPECIALIST | U58 | 1.00 |
| | | WASTEWATER COLL SYS SUPV | U74 | 1.00 |
| | | WASTEWATER COLL SYS TECH I | U58 | 3.00 |
| | | WATER CREW LEAD | U70 | 4.00 |
| | | WATER CREW SUPERVISOR | U74 | 2.00 |
| | | WATER PRODUCTION OPERATOR II | U62 | 1.00 |
| | | | U63 | 1.00 |
| | | WATER SERVICES WORKER I | U58 | 4.00 |
| | | WATER SERVICES WORKER III | U66 | 2.00 |
| | | WATER/WASTEWATER SUPERINTENDENT | T90 | 1.00 |
| | WATER/WASTEWATER GROUP Total | | | 23.00 |
| 4000-PUBLIC WORKS SERIES Total | | | | 61.88 |
| 5000-ELECTRIC UTILITIES SERIES | ELECTRIC SERVICES & OPERATIONS GROUP | APPRENTICE ELEC METER TEST TECH | U82 | 1.00 |
| | | ASSOCIATE ELECTRICAL ENGINEER | T85 | 1.00 |
| | | ASST ELECTRIC SERVICE PLANNER | U74 | 1.00 |
| | | AUTOCAD GIS TECHNICIAN | U68 | 1.00 |
| | | BUSINESS SUPPORT MANAGER | T90 | 1.00 |
| | | CORE MANAGER | T85 | 1.00 |
| | | DEPUTY ELECTRIC DIRECTOR | T104 | 1.00 |
| | | ELECTRIC METER TEST TECHNICIAN | U82 | 1.00 |
| | | ELECTRIC OPERATIONS MANAGER | T100 | 1.00 |
| | | ELECTRIC SERVICE PLANNER | U84 | 2.00 |
| | | ELECTRICAL ENGINEERING SPVSR | T90 | 1.00 |
| | | OPERATIONS SYSTEM TECHNICIAN | U86 | 1.00 |
| | | POWERLINE APPRENTICE 1 | UMP | 4.00 |
| | | POWERLINE CREW SUPERINTENDENT | U90 | 1.00 |
| | | POWERLINE CREW SUPERVISOR | U88 | 4.00 |
| | | POWERLINE TECHNICIAN | U84 | 5.00 |
| | | PUBLIC BENEFITS ANALYST | U72 | 1.00 |
| | | PUBLIC WORKS DIRECTOR | D12 | 0.20 |
| | | PWR RESOURCES & REV ADMINISTRATOR | T100 | 1.00 |
| | | SERVICE PLANNING SUPERVISOR | U90 | 1.00 |
| | | UTILITY SERVICES ASSISTANT | U54 | 2.00 |
| | | WAREHOUSE SERVICES SPECIALIST | U58 | 1.00 |
| | ELECTRIC SERVICES & OPERATIONS GROUP Total | | | 33.20 |
| 5000-ELECTRIC UTILITIES SERIES Total | | | | 33.20 |
| Grand Total | | | | 247.55 |

# CITY OF BANNING
## DRAFT Capital Improvement Program 5-Year Fiscal Years 2025 - 29



| Project Description | Expenditure Account Description | Expenditure Account No. | Funding Source Account Description | Funding Source Account Number | Amount of Funding (Not Reserves) FY25 | Amount of Funding (Not Reserves) FY26 | FY 2025 (Capital Projects) | FY 2026 (Capital Projects) | FY 2027 (Capital Projects) | FY 2028 (Capital Projects) | FY 2029 (Capital Projects) | Unfunded | 5 Year Project Total | FY25 & FY26 Project Totals | Amount of Reserves Used FY25 & F26 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **GENERAL FUND (001)** | | | | | | | | | | | | | | | |
| Police Department | | | | | | | | | | | | | | | |
| Electric Gate Security Access | BUILDING IMPROVEMENTS | 001-2200-421.90-15 | Reserves | | - | - | $ 12,000 | | | | | | $ 12,000 | $ 12,000 | $ 12,000 |
| PD West HVAC Repair | BUILDING IMPROVEMENTS | 001-2200-421.90-15 | Reserves | | - | - | $ 25,000 | $ 50,000 | | | | | $ 75,000 | $ 75,000 | $ 75,000 |
| PD West Interior Renovations | BUILDING IMPROVEMENTS | 001-2200-421.90-15 | Reserves | | - | - | $ 15,000 | $ 25,000 | $ 25,000 | $ 25,000 | $ 25,000 | | $ 115,000 | $ 40,000 | $ 40,000 |
| PD West Roll Up Doors | BUILDING IMPROVEMENTS | 001-2200-421.90-15 | Reserves | | - | - | $ 30,000 | $ 15,000 | | | | | $ 45,000 | $ 45,000 | $ 45,000 |
| PD West Security, Communications | BUILDING IMPROVEMENTS | 001-2200-421.90-15 | Reserves | | - | - | $ 20,000 | $ 20,000 | | | | | $ 40,000 | $ 40,000 | $ 40,000 |
| PD West Roof Repair | BUILDING IMPROVEMENTS | 001-2200-421.90-15 | Reserves | | - | - | $ 150,000 | | | | | | $ 150,000 | $ 150,000 | $ 150,000 |
| Site Wall Replacement | FENCING IMPROVEMENTS | 001-2200-421.90-16 | Reserves | | - | - | $ 50,000 | $ 150,000 | $ 150,000 | | | | $ 350,000 | $ 200,000 | $ 200,000 |
| Office Partitions | OFFICE FURNITURE/ EQUIPMENT/FIXTURES | 001-2200-421.90-46 | Reserves | | - | - | $ 30,000 | | | | | | $ 30,000 | $ 30,000 | $ 30,000 |
| Police Vehicles | VEHICLES | 001-2200-421.90-52 | RESERVES (CAPITAL REPLACEMENT) | 001-0000-285.07-00 | - | - | $ 416,983 | $ 416,983 | $ 416,893 | $ 416,983 | $ 416,983 | | $ 2,084,825 | $ 833,966 | $ 833,966 |
| | | | **Police Department Subtotal:** | | **$ -** | **$ -** | **$ 748,983** | **$ 676,983** | **$ 591,893** | **$ 441,983** | **$ 441,983** | **$ -** | **$ 2,901,825** | **$ 1,425,966** | **$ 1,425,966** |
| Animal Control | | | | | | | | | | | | | | | |
| Animal Shelter Needs Assessment | PLANNING/ ENGINEERING SVC | 001-2300.421.90-10 | Reserves | | - | - | $ 150,000 | | | | | | $ 150,000 | $ 150,000 | $ 150,000 |
| | | | **Animal Control Subtotal:** | | **$ -** | **$ -** | **$ 150,000** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 150,000** | **$ 150,000** | **$ 150,000** |
| Fire Department | | | | | | | | | | | | | | | |
| Station Roof Repair | BUILDING IMPROVEMENTS | 001-2400-422.90-15 | Reserves | | - | - | | $ 20,000 | | | | | $ 20,000 | $ 20,000 | $ 20,000 |
| Station 89 Bay Door Replacement | BUILDING IMPROVEMENTS | 001-2400-422.90-15 | Reserves | | - | - | | $ 55,000 | | | | | $ 55,000 | $ 55,000 | $ 55,000 |
| Station 89 Bathroom/Living Quartes Update | BUILDING IMPROVEMENTS | 001-2400-422.90-15 | Reserves | | - | - | | $ 25,000 | | $ 100,000 | $ 100,000 | $ 225,000 | $ 225,000 | $ 25,000 | $ 25,000 |
| Wilson Station Bay Door Replacement | BUILDING IMPROVEMENTS | 001-2400-422.90-15 | Reserves | | - | - | | | $ 45,000 | | | | $ 45,000 | $ - | $ - |
| Wilson Station Security Upgrades | BUILDING IMPROVEMENTS | 001-2400-422.90-15 | Reserves | | - | - | | | | | | | $ - | $ - | $ - |
| Station 89 Plymovent Installation | BLDG FURNISHING/ FIXTURES | 001-2400-422.90-45 | Reserves | | - | - | $ 100,000 | | | | | | $ 100,000 | $ 100,000 | $ 100,000 |
| Station 89 Carpet Replacement | BLDG FURNISHING/ FIXTURES | 001-2400-422.90-45 | Reserves | | - | - | | | $ 10,000 | | | | $ 10,000 | $ - | $ - |
| Station 89 Repaint | BLDG FURNISHING/ FIXTURES | 001-2400-422.90-45 | Reserves | | - | - | | | $ 45,000 | | | | $ 45,000 | $ - | $ - |
| | | | **Fire Department Subtotal:** | | **$ -** | **$ -** | **$ 100,000** | **$ 100,000** | **$ 100,000** | **$ 100,000** | **$ 100,000** | **$ 225,000** | **$ 500,000** | **$ 200,000** | **$ 200,000** |

**General Fund Accounts with no projects proposed are hidden*

# CITY OF BANNING
## DRAFT Capital Improvement Program 5-Year Fiscal Years 2025 - 29



| Project Description | Expenditure Account Description | Expenditure Account No. | Funding Source Account Description | Funding Source Account Number | Amount of Funding (Not Reserves) FY25 | Amount of Funding (Not Reserves) FY26 | FY 2025 (Capital Projects) | FY 2026 (Capital Projects) | FY 2027 (Capital Projects) | FY 2028 (Capital Projects) | FY 2029 (Capital Projects) | Unfunded | 5 Year Project Total | FY25 & FY26 Project Totals | Amount of Reserves Used FY25 & F26 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Parks | | | | | | | | | | | | | | | |
| Purchase of up to 9 smart irrigation controllers to allow staff to monitor and control irrigation and reduce consumption. | IRRIGATION IMPROVEMENTS | 001-3600-461-90-05 | RESERVES - CAPITAL | | | | $ 35,000 | | | | | | $ 35,000 | $ 35,000 | $ 35,000 |
| Resurface of Basketball Court Surfaces (vandalism & Wear) | ROOSEVELT WMS PARK IMPROVMENTS | 001-3600-461.90-30 | Reserves | | | | $ 25,000 | | | | | | $ 25,000 | $ 25,000 | $ 25,000 |
| Demolition of Boy Scout House and Fence Extension | REPPLIER PARK IMPROVEMENTS | 001-3600-461.90-37 | Reserves | | | | $ 110,000 | | | | | | $ 110,000 | $ 110,000 | $ 110,000 |
| Replacement of Playground | REPPLIER PARK IMPROVEMENTS | 001-3600-461.90-37 | Reserves | | | | | $ 125,000 | | | | | $ 125,000 | $ 125,000 | $ 125,000 |
| Playground Replacement | SYLVAN PARK IMPROVEMENTS | 001-3600-461.90-38 | Reserves | | | | | $ 125,000 | | | | | $ 125,000 | $ 125,000 | $ 125,000 |
| Annual Request | MACHINERY/ EQUIPMENT | 001-3600-461.90-56 | Reserves | | | | | | $ 52,117 | $ 52,117 | $ 52,117 | | $ 156,351 | $ - | $ - |
| Purchase of used tractor and water truck to better prepare and maintain Dysart Park. | MACHINERY/ EQUIPMENT | 001-3600-461.90-56 | RESERVES (CAPITAL REPLACEMENT) | 001-0000-285.07-00 | | | $ 85,000 | $ 85,000 | | | | | $ 170,000 | $ 170,000 | $ 170,000 |
| Purchase of seven replacement drinking fountains. | LIONS PARK IMPROVEMENTS | 001-3600-461-90.69 | RESERVES - CAPITAL | | | | $ 35,000 | | | | | | $ 35,000 | $ 35,000 | $ 35,000 |
| Non-Potable Irrigation Conversion | LIONS PARK IMPROVEMENTS | 001-3600-461-90.69 | WATER CONSERVATION GRANT | | $ 499,256 | | $ 499,256 | | | | | | $ 499,256 | $ 499,256 | $ - |
| | | | | **Parks Subtotal:** | **$ 499,256** | **$ -** | **$ 789,256** | **$ 335,000** | **$ 52,117** | **$ 52,117** | **$ 52,117** | **$ -** | **$ 1,280,607** | **$ 1,124,256** | **$ 625,000** |
| Recreation | | | | | | | | | | | | | | | |
| Master Plan Update - 18 to 24 month completion estimate | Parks and Rec Master Plan Update | 001-4000-461.33-11 | PARK DEVELOPMENT DIF FUNDS | | 125,000 | 225,000 | $ 125,000 | $ 225,000 | | | | | $ 350,000 | $ 350,000 | $ - |
| Resurfacing and Coping Improvments | SWIMMING POOL IMPROVEMENT | 001-4000-461.90-27 | Reserves | | | | | $ 100,000 | | | | | $ 100,000 | $ 100,000 | $ 100,000 |
| | | | | **Recreation Subtotal:** | **$ 125,000** | **$ 225,000** | **$ 125,000** | **$ 325,000** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 450,000** | **$ 450,000** | **$ 100,000** |
| Refuse | | Refuse | | | | | | | | | | | | | |
| ACC/PCC Recycling | COLLECTION SITE IMPROVEMENTS | 001-9600-453.90-10 | Reserves | | | | $ 250,000 | $ 250,000 | | | | | $ 500,000 | $ 500,000 | $ 500,000 |
| Downtown Trash Enclosure Enhancements | COLLECTION SITE IMPROVEMENTS | 001-9600-453.90-22 | Reserves | | | | $ 40,000 | $ 45,000 | $ 50,000 | $ 55,000 | $ 60,000 | | $ 250,000 | $ 85,000 | $ 85,000 |
| Big Belly Containers | MACHINERY/ EQUIPMENT | 001-9600-453.90-56 | STATE GRANT | | 15,000 | 16,000 | $ 15,000 | $ 16,000 | $ 17,000 | $ 18,000 | $ 19,000 | | $ 85,000 | $ 31,000 | $ - |
| | | | | **Refuse Subtotals:** | **$ 15,000** | **$ 16,000** | **$ 305,000** | **$ 311,000** | **$ 67,000** | **$ 73,000** | **$ 79,000** | **$ -** | **$ 835,000** | **$ 616,000** | **$ 585,000** |
| | | | | **General Fund Subtotal:** | **$ 639,256** | **$ 241,000** | **$ 2,218,239** | **$ 1,747,983** | **$ 811,010** | **$ 667,100** | **$ 673,100** | **$ 225,000** | **$ 6,117,432** | **$ 3,966,222** | **$ 3,085,966** |

**General Fund Accounts with no projects proposed are hidden*

# CITY OF BANNING
## DRAFT Capital Improvement Program 5-Year Fiscal Years 2025 - 29



| Project Description | Expenditure Account Description | Expenditure Account No. | Funding Source Account Description | Funding Source Account Number | Amount of Funding (Not Reserves) FY25 | Amount of Funding (Not Reserves) FY26 | FY 2025 (Capital Projects) | FY 2026 (Capital Projects) | FY 2027 (Capital Projects) | FY 2028 (Capital Projects) | FY 2029 (Capital Projects) | Unfunded | 5 Year Project Total | FY25 & FY26 Project Totals | Amount of Reserves Used FY25 & F26 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **PUBLIC WORKS SPECIAL REVENUE** | | | | | | | | | | | | | | | |
| Fund 100 (Gas Tax Street Fund), Fund 101 (Measure A Sales Tax), Fund 102 (SB1/RMRA Gas Tax) | | | | | | | | | | | | | | | |
| Hargrave Grade Separation | PLANNING/ ENGINEERING SVC | 100-4900-431.90-10 | FRA RCE Grant | | $ 700,000 | $ 1,400,000 | $ 700,000 | $ 1,400,000 | $ 300,000 | | | | $ 2,400,000 | $ 2,100,000 | $ - |
| | | | RCTC Grade Sep. Grant | | $ 800,000 | $ 1,500,000 | $ 800,000 | $ 1,500,000 | $ 1,700,000 | $ 1,000,000 | | | $ 5,000,000 | $ 2,300,000 | $ - |
| | | | Local DIF Fund | 420-4900-431.90-10 | $ 100,000 | $ 100,000 | $ 100,000 | $ 100,000 | $ 100,000 | $ 100,000 | | | $ 400,000 | $ 200,000 | $ - |
| Omar/Ramsey Street (HSIP) | PLANNING/ ENGINEERING SVC | IN PROGRESS | HSIP Grant | | | | | | | | | | $ - | $ - | $ - |
| | STREET IMPROVEMENTS | 100-4901-431.93-15 | HSIP Grant | 100-4900-341.31-64 | $ 323,000 | | $ 323,000 | | | | | | $ 323,000 | $ 323,000 | $ - |
| | | | MEASURE A SALES TAX | 101-4900-302.11-02 | $ 217,000 | | $ 217,000 | | | | | | $ 217,000 | $ 217,000 | $ - |
| Pedestrian Crossing (HSIP) | PLANNING/ ENGINEERING SVC | IN PROGRESS | HSIP Grant | | | | | | | | | | $ - | $ - | $ - |
| | STREET IMPROVEMENTS | 100-4901-431.93-15 | HSIP Grant | 100-4900-341.31-64 | $ 185,000 | | $ 185,000 | | | | | | $ 185,000 | $ 185,000 | $ - |
| | | | MEASURE A SALES TAX | 101-4900-302.11-02 | $ 335,000 | | $ 335,000 | | | | | | $ 335,000 | $ 335,000 | $ - |
| San Gorgonio UP Pedestrian Crossing | PLANNING/ ENGINEERING SVC | IN PROGRESS | CPUC Section 130 Project | | | | | | | | | | $ - | $ - | $ - |
| | STREET IMPROVEMENTS | 100-4901-431.93-15 | CPUC Section 130 Project | 100-4190-341.31-16 | $ 400,000 | | $ 400,000 | | | | | | $ 400,000 | $ 400,000 | $ - |
| Citywide Traffic Signal Upgrades (HSIP) | PLANNING/ ENGINEERING SVC | 100-4900-431.90-10 | HSIP Grant | 100-4900-341.31-64 | $ 72,000 | | $ 72,000 | | | | | | $ 72,000 | $ 72,000 | $ - |
| | | | MEASURE A SALES TAX | 101-4900-302.11-02 | $ 8,000 | | $ 8,000 | | | | | | $ 8,000 | $ 8,000 | $ - |
| | STREET IMPROVEMENTS | 100-4901-431.93-15 | HSIP Grant | 100-4900-341.31-64 | | $ 318,000 | | $ 318,000 | | | | | $ 318,000 | $ 318,000 | $ - |
| | | | MEASURE A SALES TAX | 101-4900-302.11-02 | | $ 35,900 | | $ 35,900 | | | | | $ 35,900 | $ 35,900 | $ - |
| Citywide Pedestrian Crosswalk Upgrades (HSIP) | PLANNING/ ENGINEERING SVC | 100-4900-431.90-10 | HSIP Grant | 100-4900-341.31-64 | $ 68,850 | | $ 68,850 | | | | | | $ 68,850 | $ 68,850 | $ - |
| | | | MEASURE A SALES TAX | 101-4900-302.11-02 | $ 7,650 | | $ 7,650 | | | | | | $ 7,650 | $ 7,650 | $ - |
| | STREET IMPROVEMENTS | 100-4901-431.93-15 | HSIP Grant | 100-4900-341.31-64 | | $ 457,650 | | $ 457,650 | | | | | $ 457,650 | $ 457,650 | $ - |
| | | | MEASURE A SALES TAX | 101-4900-302.11-02 | | $ 50,850 | | $ 50,850 | | | | | $ 50,850 | $ 50,850 | $ - |
| Wilson/12th Crosswalk Upgrade (HSIP) | PLANNING/ ENGINEERING SVC | 100-4900-431.90-10 | HSIP Grant | 100-4900-341.31-64 | $ 40,014 | | $ 40,014 | | | | | | $ 40,014 | $ 40,014 | $ - |
| | | | MEASURE A SALES TAX | 101-4900-302.11-02 | $ 4,416 | | $ 4,416 | | | | | | $ 4,416 | $ 4,416 | $ - |
| | STREET IMPROVEMENTS | 100-4901-431.93-15 | HSIP Grant | 100-4900-341.31-64 | | $ 209,313 | | $ 209,313 | | | | | $ 209,313 | $ 209,313 | $ - |
| | | | MEASURE A SALES TAX | 101-4900-302.11-02 | | $ 23,257 | | $ 23,257 | | | | | $ 23,257 | $ 23,257 | $ - |
| Westward Ave/Sun Lakes Boulevard Extension Project | PLANNING/ ENGINEERING SVC | IN PROGRESS | WRCOG TUMF | | | | | | | | | | $ - | $ - | $ - |
| | | | Local DIF Fund | | | | | | | | | | $ - | $ - | $ - |
| | STREET IMPROVEMENTS | 100-4901-431.93-15 | RCTC MARA Grant | | $ 500,000 | $ 7,000,000 | $ 500,000 | $ 7,000,000 | $ 6,000,000 | | | | $ 13,500,000 | $ 7,500,000 | $ - |
| | | | WRCOG TUMF | 100-4900-366.44-21 | $ 1,000,000 | $ 8,000,000 | $ 1,000,000 | $ 8,000,000 | $ 3,000,000 | | | | $ 12,000,000 | $ 9,000,000 | $ - |
| | | | Measue A | 101-4900-302.11-02 | $ 653,333 | $ 833,333 | $ 653,333 | $ 833,333 | $ 833,334 | | | | $ 2,320,000 | $ 1,486,666 | $ - |
| | | | Local DIF Fund | 420-4900-431.90-10 | | $ 1,250,000 | | $ 1,250,000 | $ 1,250,000 | | | | $ 2,500,000 | $ 1,250,000 | $ - |
| Citywide Roadway Asset Collection | PLANNING/ ENGINEERING SVC | 100-4900-431.90-10 | MEASURE A SALES TAX | 101-4900-302.11-02 | $ 300,000 | | $ 300,000 | | | | | | $ 300,000 | $ 300,000 | $ - |
| City Wide Slurry Seal | STREET IMPROVEMENTS | 101-4900-431.93-16 | MEASURE A SALES TAX | 101-4900-302.11-02 | $ 500,000 | | $ 500,000 | | | | $ 650,000 | | $ 1,150,000 | $ 500,000 | $ - |
| AC Overlay Projects | STREET IMPROVEMENTS | 101-4900-431.93-16 | MEASURE A SALES TAX | 101-4900-302.11-02 | | $ 510,000 | | $ 510,000 | $ 750,000 | $ 870,000 | $ 450,000 | | $ 2,580,000 | $ 510,000 | $ - |
| Roadway Rehabilitation | STREET IMPROVEMENTS | 102-4904-431.93-15 | SB1 RMRA GAS TAX REVENUE | 102-0000-341.31-04 | $ 799,761 | $ 855,744 | $ 799,761 | $ 855,744 | $ 915,600 | $ 979,700 | $ 1,048,300 | | $ 4,599,105 | $ 1,655,505 | $ - |
| Additional Equipment Allotment | MACHINERY/ EQUIPMENT | 100-4900-431.90-56 | Reserves | 100-0000-101.10-00 | | | $ 20,000 | $ 25,000 | $ 30,000 | $ 35,000 | $ 40,000 | $ 45,000 | $ 150,000 | $ 45,000 | $ 45,000 |
| | | | | | **$ 7,014,024** | **$ 22,544,047** | **$ 7,034,024** | **$ 22,569,047** | **$ 14,878,934** | **$ 2,984,700** | **$ 2,188,300** | **$ 45,000** | **$ 49,655,005** | **$ 29,603,071** | **$ 45,000** |

**General Fund Accounts with no projects proposed are hidden*

# CITY OF BANNING
## DRAFT Capital Improvement Program 5-Year Fiscal Years 2025 - 29



| Project Description | Expenditure Account Description | Expenditure Account No. | Funding Source Account Description | Funding Source Account Number | Amount of Funding (Not Reserves) FY25 | Amount of Funding (Not Reserves) FY26 | FY 2025 (Capital Projects) | FY 2026 (Capital Projects) | FY 2027 (Capital Projects) | FY 2028 (Capital Projects) | FY 2029 (Capital Projects) | Unfunded | 5 Year Project Total | FY25 & FY26 Project Totals | Amount of Reserves Used FY25 & F26 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **CDBG FUND (110)** | | | | | | | | | | | | | | | |
| Park rehab project | REPPLIER PARK IMPROVEMENT | 110-5500-461.90-37 | FEDERAL C D B G | 110-5500-347.34-02 | $ 100,000 | | $ 100,000 | | | | | | $ 100,000 | $ 100,000 | $ - |
| 3 year funding cycle - restroom & shelter replacement | SYLVAN PARK IMPROVEMENTS | 110-5500-461.90-38 | PARK DEVELOPMENT DIF FUNDS | | $ 164,000 | | $ 164,000 | | | | | | | | |
| | | | FEDERAL C D B G | 110-5500-347.34-02 | $ 80,000 | $ 206,000 | $ 286,000 | | | | | | $ 286,000 | $ 286,000 | $ - |
| Permanent Bleacher, restroom and meeting space design | DYSART PARK IMPROVEMENTS | 110-5500-461.90-63 | FEDERAL C D B G | 110-5500-347.34-02 | $ 100,000 | | $ 100,000 | | | | | | $ 100,000 | $ 100,000 | $ - |
| Park Improvement Project | LIONS PARK IMPROVEMENTS | 110-5500-461.90-69 | FEDERAL C D B G | 110-5500-347.34-02 | $ 159,000 | | $ 159,000 | | | | | | $ 159,000 | $ 159,000 | $ - |
| Nutrition Site restroom-ADA compliant | BUILDING IMPROVEMENTS | 704-3200-412.90-15 | FEDERAL C D B G | | $ 25,000 | | $ 25,000 | | | | | | $ 25,000 | $ 25,000 | $ - |
| | | | | | $ 75,000 | | $ 75,000 | | | | | | $ 75,000 | $ 75,000 | $ - |
| | | | | | **$ 703,000** | **$ 206,000** | **$ 909,000** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 745,000** | **$ 745,000** | **$ -** |
| **AIR QUALITY IMPROVEMENT FUND (132)** | | | | | | | | | | | | | | | |
| Electric Vehicle | VEHICLES | 132-4900-446.90-52 | Reserves | | | | $ 80,000 | | | | | | $ 80,000 | $ 80,000 | $ 80,000 |
| Electric Charging Station | ALT. FUELING SYSTEM | 132-4900-446.90-77 | Reserves | | | | $ 60,000 | | | | | | $ 60,000 | $ 60,000 | $ 60,000 |
| Hybrid PW Vehicle | VEHICLES | 132-4900-446.90-52 | Reserves | | | | | $ 80,000 | | | | | $ 80,000 | $ 80,000 | $ 80,000 |
| | | | | | **$ -** | **$ -** | **$ 140,000** | **$ 80,000** | **$ -** | **$ -** | | | **$ 220,000** | **$ 220,000** | **$ 220,000** |
| **TRAFFIC CONTROL FACILITY FUND (420)** | | | | | | | | | | | | | | | |
| *No Proposed Capital Projects* | | | | | | | | | | | | | $ - | $ - | $ - |
| | | | | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **CAPITAL FACILITIES FUND** | | | | | | | | | | | | | | | |
| *No Proposed Capital Projects* | | | | | | | | | | | | | $ - | $ - | $ - |
| | | | | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | | **$ -** | **$ -** | **$ -** |
| **PARK DEVELOPMENT FUND (451)** | | | | | | | | | | | | | | | |
| Park Improvement Project (Carryover from FY2022) | LIONS PARK IMPROVEMENTS | 451-3600-461.90-69 | STATE PARK CAPITAL GRANT | 451-0000-289.00-00 | $ 196,926 | $ - | $ 196,926 | | | | | | $ 196,926 | $ 196,926 | $ - |
| | | | PUBLIC BENEFIT FUND | 675-7020-473.90-52 | $ 50,000 | $ 50,000 | $ 50,000 | $ 50,000 | $ 50,000 | $ 50,000 | $ 50,000 | | $ 250,000 | $ 100,000 | $ - |
| | | | PARK DEVELOPMENT FUNDS | | $ 50,000 | $ - | $ 50,000 | | | | | | $ 50,000 | $ 50,000 | $ - |
| | | | | | **$ 296,926** | **$ 50,000** | **$ 296,926** | **$ 50,000** | **$ 50,000** | **$ 50,000** | **$ 50,000** | **$ -** | **$ 496,926** | **$ 346,926** | **$ -** |
| **CAPITAL IMPROVEMENT FUND (470)** | | | | | | | | | | | | | | | |
| *No Proposed Capital Projects* | | | | | | | | | | | | | $ - | $ - | $ - |
| | | | | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **AIRPORT FUND (600)** | | | | | | | | | | | | | | | |
| *No Proposed Capital Projects* | | | | | | | | | | | | | $ - | $ - | $ - |
| | | | | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TRANSIT FUND - FIXED ROUTE (610)** | | | | | | | | | | | | | | | |
| Electric Charging Infrastructure | MACHINERY/ EQUIPMENT | 610-5800-434.90-56 | STA Funded | | | $ 350,000 | | $ 350,000 | | | | | $ 350,000 | $ 350,000 | $ - |
| Heavy Duty Lift | MACHINERY/ EQUIPMENT | 610-5800-434.90-56 | STA Funded | | | | | | | | | $ 100,000 | $ - | $ - | $ - |
| New CNG Station Construction | MACHINERY/ EQUIPMENT | 610-5800-434.90-56 | STA Funded | | $ 5,215,000 | | $ 5,215,000 | | | | | | $ 5,215,000 | $ 5,215,000 | $ - |
| Bus Shelter Improvement | BUILDING IMPROVEMENTS | 610-5800-434.90-15 | STA Funded | | $ 200,000 | | $ 200,000 | | $ 200,000 | | | | $ 400,000 | $ 200,000 | $ - |
| Fleet Garage Improvements | BUILDING IMPROVEMENTS | 610-5800-434.90-15 | STA Funded | | | | | | $ 575,000 | | | $ 2,554,413 | $ 575,000 | $ - | $ - |
| Relief Vehicles (2) | AUTOMOTIVE EQUIPMENT | 610-5800-434.90-51 | STA Funded | | | | | | | $ 75,000 | | | $ 75,000 | $ - | $ - |
| Bus Purchase / Replacement | AUTOMOTIVE EQUIPMENT | 610-5800-434.90-51 | STA Funded | | $ 3,400,000 | $ 1,000,000 | $ 3,400,000 | $ 1,000,000 | $ 1,250,000 | $ - | $ 1,250,000 | | $ 6,900,000 | $ 4,400,000 | $ - |
| | | | | | **$ 8,815,000** | **$ 1,350,000** | **$ 8,815,000** | **$ 1,350,000** | **$ 2,025,000** | **$ 75,000** | **$ 1,250,000** | **$ 2,654,413** | **$ 13,515,000** | **$ 10,165,000** | **$ -** |

**General Fund Accounts with no projects proposed are hidden*

# CITY OF BANNING
## DRAFT Capital Improvement Program 5-Year Fiscal Years 2025 - 29



| Project Description | Expenditure Account Description | Expenditure Account No. | Funding Source Account Description | Funding Source Account Number | Amount of Funding (Not Reserves) FY25 | Amount of Funding (Not Reserves) FY26 | FY 2025 (Capital Projects) | FY 2026 (Capital Projects) | FY 2027 (Capital Projects) | FY 2028 (Capital Projects) | FY 2029 (Capital Projects) | Unfunded | 5 Year Project Total | FY25 & FY26 Project Totals | Amount of Reserves Used FY25 & F26 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **TRANSIT FUND - DIAL-A-RIDE (610)** | | | | | | | | | | | | | | | |
| Paratransit Scheduling Software | COMPUTER SOFTWARE | 610-5850-434.90-49 | STA Funded | | $ 30,000 | | $ 30,000 | | | | | | $ 30,000 | $ 30,000 | $ - |
| | | | | | **$ 30,000** | **$ -** | **$ 30,000** | **$ -** | **$ -** | **$ -** | | | **$ 30,000** | **$ 30,000** | **$ -** |
| **WATER FUND (660)** | | | | | | | | | | | | | | | |
| Sunset Reservoir entrance fencing, M-Wells, new and additional fencing | FENCING IMPROVEMENTS | 660-6300-471.90-22 | Reserves | | | | $ 35,000 | $ 35,000 | $ 35,000 | $ 35,000 | | | $ 140,000 | $ 70,000 | $ 70,000 |
| Valve Turning Equipment | AUTOMOTIVE EQUIPMENT | 660-6300-471.90-51 | Reserves | | | | $ 150,000 | | | | | | $ 150,000 | $ 150,000 | $ 150,000 |
| Water Truck | VEHICLES | 660-6300-471.90-52 | Reserves | | | | | $ 150,000 | | | | | $ 150,000 | $ 150,000 | $ 150,000 |
| Work Trucks | VEHICLES | 660-6300-471.90-52 | Reserves | | | | | | $ 75,000 | $ 75,000 | | | $ 150,000 | $ - | $ - |
| Dump Truck | VEHICLES | 660-6300-471.90-52 | Reserves | | | | | | | | | | $ - | $ - | $ - |
| Backhoe FY23 | MACHINERY/ EQUIPMENT | 660-6300-471.90-56 | Reserves | | | | | | | $ 275,000 | | | $ 275,000 | $ - | $ - |
| Waterline Replacement Design | PLANNING/DESIGN-CAPITAL | 660-6300-471.90-78 | Reserves | | | | | $ 200,000 | | $ 250,000 | | | $ 450,000 | $ 200,000 | $ 200,000 |
| Environmental & Legal Support (Flume), USGS Flow Monitoring, Design of Pipeline Replacements | PLANNING/DESIGN-CAPITAL | 660-6300-471.90-78 | Reserves | | | | $ 300,000 | $ 300,000 | $ 300,000 | $ 300,000 | | | $ 1,200,000 | $ 600,000 | $ 600,000 |
| Chromium 6 Owner Advisor | PLANNING/DESIGN-CAPITAL | 660-6300-471.90-78 | Reserves | | | | $ 500,000 | | | | | | $ 500,000 | $ 500,000 | $ 500,000 |
| Well M-12A(Phase 2: Well Equipping and Site Improvements) | WELLS/PUMPING EQUIPMENT | 660-6300-471.95-08 | Reserves | | | | $ 3,500,000 | | | | | | $ 3,500,000 | $ 3,500,000 | $ 3,500,000 |
| Well C8 (Phase 2: Well Equipping and Site Improvements) | WELLS/PUMPING EQUIPMENT | 660-6300-471.95-08 | Reserves | | | | $ 1,000,000 | | | | | | $ 1,000,000 | $ 1,000,000 | $ 1,000,000 |
| New regs for Main Zone Separation and udpates to old regs. | WATER REG. VALVES, ETC | 660-6300-471.95-11 | Reserves | | | | $ 50,000 | $ 50,000 | | | | | $ 100,000 | $ 100,000 | $ 100,000 |
| Ramsey St. waterline west of Sunset Ave (C) | WATER MAINS | 660-6300-471.95-10 | ARPA FUNDING | 660-6300-381.56-22 | $ 900,000 | | $ 2,000,000 | | | | | | $ 2,000,000 | $ 2,000,000 | $ 1,100,000 |
| Barbour Street Water Line (C) | WATER MAINS | 660-6300-471.95-10 | ARPA FUNDING | 660-6300-381.56-22 | $ 475,000 | | $ 575,000 | | | | | | $ 575,000 | $ 575,000 | $ 100,000 |
| WA2002_Loc #3 Waterline Replacement (22nd/Roberge/Sunrise) | WATER MAINS | 660-6300-471.95-10 | Reserves | | | | | $ 2,100,000 | | | | | $ 2,100,000 | $ 2,100,000 | $ 2,100,000 |
| Annual Water Main Replacement | WATER MAINS | 660-6300-471.95-10 | Reserves | | | | | | $ 1,000,000 | | | | $ 1,000,000 | $ - | $ - |
| Hydrants for underserved areas | HYDRANTS | 660-6300-471.95-18 | Reserves | | | | | $ 50,000 | $ 50,000 | $ 50,000 | | | $ 150,000 | $ 50,000 | $ 50,000 |
| New SCADA sites and upgrades | SCADDA/TELEMETRY | 660-6300-471.95-27 | Reserves | | | | $ 100,000 | $ 75,000 | $ 75,000 | $ 75,000 | | | $ 325,000 | $ 175,000 | $ 175,000 |
| Water Canyon Perc Pond Dredging and Repairs | RESERVOIRS | 660-6300-471.95-09 | Reserves | | $ 750,000 | | $ 1,000,000 | | | | | | $ 1,000,000 | $ 1,000,000 | $ 250,000 |
| | | | | | **$ 2,125,000** | **$ -** | **$ 9,210,000** | **$ 2,960,000** | **$ 1,535,000** | **$ 1,060,000** | **$ -** | **$ -** | **$ 14,765,000** | **$ 12,170,000** | **$ 10,045,000** |

**General Fund Accounts with no projects proposed are hidden*

# CITY OF BANNING
## DRAFT Capital Improvement Program 5-Year Fiscal Years 2025 - 29



| Project Description | Expenditure Account Description | Expenditure Account No. | Funding Source Account Description | Funding Source Account Number | Amount of Funding (Not Reserves) FY25 | Amount of Funding (Not Reserves) FY26 | FY 2025 (Capital Projects) | FY 2026 (Capital Projects) | FY 2027 (Capital Projects) | FY 2028 (Capital Projects) | FY 2029 (Capital Projects) | Unfunded | 5 Year Project Total | FY25 & FY26 Project Totals | Amount of Reserves Used FY25 & F26 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **WATER CAPITAL FACILITIES FUND (661)** | | | | | | | | | | | | | | | |
| Water/Wastewater Admin Building (D) | BUILDING CONSTRUCTION | 661-6300-471.90-12 | Reserves | | | | $ 250,000 | | | | | | $ 250,000 | $ 250,000 | $ 250,000 |
| Water/Wastewater Admin Building (C) | PLANNING/DESIGN-CAPITAL | 661-6300-471.90-78 | Reserves | | | | $ 50,000 | | | | | | $ 50,000 | $ 50,000 | $ 50,000 |
| Well C8 (Phase 2: Well Equipping and Site Improvements) | WELLS/PUMPING EQUIPMENT | 661-6300-471.95-08 | Reserves | | | | $ 2,500,000 | | | | | | $ 2,500,000 | $ 2,500,000 | $ 2,500,000 |
| | | | | | **$ -** | **$ -** | **$ 2,800,000** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 2,800,000** | **$ 2,800,000** | **$ 2,800,000** |
| **IRRIGATION WATER FUND (662)** | | | | | | | | | | | | | | | |
| *No Proposed Capital Projects* | | | | | | | | | | | | | $ - | $ - | $ - |
| | | | | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **BUA WATER CAPITAL** | | | | | | | | | | | | | | | |
| *No Proposed Capital Projects* | | | | | | | | | | | | | $ - | $ - | $ - |
| | | | | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | | **$ -** | **$ -** | **$ -** |
| **ELECTRIC FUND (670)** | | | | | | | | | | | | | | | |
| Ergonomics, Office Furniture | OFF FURN/EQUIP/ FIXTURES | 670-7000-473.90-46 | Reserves | | | | $ 5,000 | $ 5,000 | $ 5,000 | $ 5,000 | | $ 60,000 | $ 20,000 | $ 10,000 | $ 10,000 |
| Machinery Equipment | MACHINERY/ EQUIPMENT | 670-7000-473.90-56 | Reserves | | | | $ 20,000 | $ 20,000 | $ 20,000 | $ 20,000 | | | $ 80,000 | $ 40,000 | $ 40,000 |
| | LINE TRANSFORMERS | 670-7000-473.95-05 | Reserves | | | | $ 50,000 | $ 50,000 | $ 50,000 | $ 50,000 | | $ 200,000 | $ 200,000 | $ 100,000 | $ 100,000 |
| PQM expense | METERS | 670-7000-473.95-17 | Reserves | | | | $ 25,000 | $ 25,000 | $ 25,000 | $ 25,000 | | | $ 100,000 | $ 50,000 | $ 50,000 |
| | STREET LIGHTS | 670-7000-473.95-19 | Reserves | | | | $ 5,000 | $ 5,000 | $ 5,000 | $ 5,000 | | | $ 20,000 | $ 10,000 | $ 10,000 |
| Electric Building Improvements | BUILDING IMPROVEMENTS | 670-7000-473.90-15 | Unfunded | | | | | | | | | $ 310,000 | $ - | $ - | $ - |
| Easment & right-of-way aquisitions | MISC ELECTRIC IMPROVEMENT | 670-7000-473.90-17 | Unfunded | | | | | | | | | $ 100,000 | $ - | $ - | $ - |
| | SYSTEM IMPROVEMENTS-LAB | 670-7000-473.95-23 | Unfunded | | | | | | | | | $ 60,000 | $ - | $ - | $ - |
| | | | | | **$ -** | **$ -** | **$ 105,000** | **$ 105,000** | **$ 105,000** | **$ 105,000** | **$ -** | **$ 730,000** | **$ 420,000** | **$ 210,000** | **$ 210,000** |

**General Fund Accounts with no projects proposed are hidden*

# CITY OF BANNING
## DRAFT Capital Improvement Program 5-Year Fiscal Years 2025 - 29



| Project Description | Expenditure Account Description | Expenditure Account No. | Funding Source Account Description | Funding Source Account Number | Amount of Funding (Not Reserves) FY25 | Amount of Funding (Not Reserves) FY26 | FY 2025 (Capital Projects) | FY 2026 (Capital Projects) | FY 2027 (Capital Projects) | FY 2028 (Capital Projects) | FY 2029 (Capital Projects) | Unfunded | 5 Year Project Total | FY25 & FY26 Project Totals | Amount of Reserves Used FY25 & F26 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **ELECTRIC IMPROVEMENT FUND (673)** | | | | | | | | | | | | | | | |
| 4 potential properties, easements, ROW | LAND ACQUISITION | 673-7000-473.90-01 | Contribution in Aid of Construction (CAIC) | | | | $ 10,000 | $ 10,000 | $ 10,000 | $ 10,000 | | | $ 40,000 | $ 20,000 | $ 20,000 |
| Electric Admin Building | BUILDING IMPROVEMENTS | 673-7000-473.90-15 | Unfunded | | | | | | | | | $ 540,000 | $ - | $ - | $ - |
| Fiber Ring, Sub Video & Sub alarms | SECURITY SYSTEMS | 673-7000-473.90-47 | Unfunded | | | | $ 25,000 | $ 50,000 | | | | $ 1,035,000 | $ 75,000 | $ 75,000 | $ 75,000 |
| Vehicles | VEHICLES | 673-7000-473.90-52 | Reserves | | | | $ - | $ 200,000 | $ 200,000 | $ 200,000 | | $ 500,000 | $ 600,000 | $ 200,000 | $ 200,000 |
| Electronic Sign | MACHINERY/ EQUIPMENT | 673-7000-473.90-56 | Reserves | | | | $ - | $ - | $ - | $ - | | | $ - | $ - | $ - |
| EVs, CNG | ALTERNATE FUELING SYSTEM | 673-7000-473.90-77 | Undfunded | | | | | | | | | $ 70,000 | $ - | $ - | $ - |
| Permanent Engineered poles | SUNSET GRADE SEPARATION | 673-7000-473.93-02 | Contribution in Aid of Construction (CAIC) | | | | $ - | $ - | $ 250,000 | $ 250,000 | | | $ 500,000 | $ - | $ - |
| Engineering, inspection and construction activities | PARDEE-ATWELL IMPROVEMENT | 673-7000-473.93-77 | Contribution in Aid of Construction (CAIC) | | $ 15,000 | $ 15,000 | $ 15,000 | $ 15,000 | $ 15,000 | $ 15,000 | | | $ 60,000 | $ 30,000 | $ - |
| Engineering /Inspection Support | RANCHO SAN GORGONIO IMPR | 673-7000-473.93-78 | Contribution in Aid of Construction (CAIC) | | $ 15,000 | $ 15,000 | $ 15,000 | $ 15,000 | $ 15,000 | $ 15,000 | | | $ 60,000 | $ 30,000 | $ - |
| | SMART METER PROJECT | 673-7000-473.95-31 | Reserves | | | | $ - | $ - | $ - | $ - | | | $ - | $ - | $ - |
| | MAPPING | 673-7000-473.95-32 | Unfunded | | | | | | | | | $ 100,000 | $ - | $ - | $ - |
| Smith Creek Substation | MIDWAY SUBSTATION | 673-7000-473.96-12 | Reserves | | | | $ 25,000 | $ 50,000 | $ 50,000 | $ 3,500,000 | $ 1,000,000 | | $ 4,625,000 | $ 75,000 | $ 75,000 |
| Sunset Distribution Circuits - 75 Ext & Highland Home Rd Double Circuit | SUNSET SUBSTATION | 673-7000-473.96-18 | Reserves | | | | $ 15,000 | $ 50,000 | $ - | $ - | | | $ 65,000 | $ 65,000 | $ 65,000 |
| ASPEN Study, equipment and procurement | TRANS VOLTAGE STUDY | 673-7000-473.96-19 | Reserves | | | | $ 25,000 | $ 75,000 | $ 75,000 | $ 125,000 | | | $ 300,000 | $ 100,000 | $ 100,000 |
| Major maint. | SUBSTATION MODIFICATION | 673-7000-473.96-20 | Reserves | | | | $ 10,000 | $ 10,000 | $ 50,000 | $ 50,000 | $ 50,000 | | $ 170,000 | $ 20,000 | $ 20,000 |
| Dist. Automation | SYSTEM IMPROVEMENTS/ SCADA | 673-7000-473.96-22 | Reserves | | | | $ 10,000 | $ 10,000 | $ 75,000 | $ 75,000 | $ 75,000 | | $ 245,000 | $ 20,000 | $ 20,000 |
| | SAN GORGONIO SUBSTATION | 673-7000-473.96-25 | Reserves | | | | | $ - | $ - | $ - | | | $ - | $ - | $ - |
| Line capacitors | CAPACITOR BANKS | 673-7000-473.96-26 | Reserves | | | | | $ 30,000 | $ 100,000 | $ 100,000 | $ 100,000 | | $ 330,000 | $ 30,000 | $ 30,000 |
| Ramsey & Hargrave improvements ; DT underground improvements | D.T. UG CONV/DEC LIGHTING | 673-7000-473.96-29 | Contribution in Aid of Construction (CAIC) | | | | $ - | $ - | $ 50,000 | $ 50,000 | $ 50,000 | | $ 150,000 | $ - | $ - |
| New to replace old UG | UNDGRND UTILITY REPLCMN | 673-7000-473.96-36 | Reserves | | | | $ 100,000 | $ 100,000 | $ 250,000 | $ 500,000 | $ 500,000 | | $ 1,450,000 | $ 200,000 | $ 200,000 |
| Ramsey/Apex to Hampton Inn line extention | JOSHUA PALMER RELOCATION | 673-7000-473.96-38 | Contribution in Aid of Construction (CAIC) | | | | $ - | | $ 350,000 | $ 250,000 | $ 250,000 | | $ 850,000 | $ - | $ - |
| Trans. pole replacements | TRANS POLE REPLACEMENTS | 673-7000-473.96-39 | Reserves | | | | $ 200,000 | $ 100,000 | $ 50,000 | $ 50,000 | $ 50,000 | | $ 450,000 | $ 300,000 | $ 300,000 |
| Dist. pole replacements | DIST POLE REPLACEMENTS | 673-7000-473.96-40 | Reserves | | | | $ 100,000 | $ 150,000 | $ 150,000 | $ 150,000 | $ 150,000 | | $ 700,000 | $ 250,000 | $ 250,000 |

**General Fund Accounts with no projects proposed are hidden*

# CITY OF BANNING
## DRAFT Capital Improvement Program 5-Year Fiscal Years 2025 - 29



| Project Description | Expenditure Account Description | Expenditure Account No. | Funding Source Account Description | Funding Source Account Number | Amount of Funding (Not Reserves) FY25 | Amount of Funding (Not Reserves) FY26 | FY 2025 (Capital Projects) | FY 2026 (Capital Projects) | FY 2027 (Capital Projects) | FY 2028 (Capital Projects) | FY 2029 (Capital Projects) | Unfunded | 5 Year Project Total | FY25 & FY26 Project Totals | Amount of Reserves Used FY25 & F26 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sub transmission 34.5/69kV improvements; Replace 12kV SF6 circuit swiches | 4-12K DISTRIBUTION CNVR | 673-7000-473.96-41 | Reserves | | | | $ 50,000 | $ - | $ 125,000 | $ 125,000 | $ 125,000 | | $ 425,000 | $ 50,000 | $ 50,000 |
| Grid hardening for fire mitigation | FIRE MITIGATION PLAN DV | 673-7000-473.96-42 | Reserves | | | | $ 30,000 | $ 20,000 | $ 100,000 | $ 100,000 | $ 100,000 | | $ 350,000 | $ 50,000 | $ 50,000 |
| SCADA control at substation | SCADA SUBSTATION UPGRADE | 673-7000-473.96-43 | Reserves | | | | $ 280,000 | $ - | $ 50,000 | $ 50,000 | $ 50,000 | | $ 430,000 | $ 280,000 | $ 280,000 |
| Design , site improvements, 34.5kV 4th circuit connect | STAGECOACH SUBSTATION | 673-7000-473.96-45 | Reserves | | | | | | | | | | $ - | $ - | $ - |
| EV charging stations replacements, infrastructure for new stations | EV CHARGING STATIONS | 673-7000-473.96-46 | Reserves | | | | $ 10,000 | $ 15,000 | $ 75,000 | $ 75,000 | $ 75,000 | | $ 250,000 | $ 25,000 | $ 25,000 |
| Feasibility study, engineering & environmental | FEASIBILITY STUDY/230KV SUB | 673-7000-473.96-47 | Reserves | | | | $ 50,000 | | $ - | $ - | | | $ 50,000 | $ 50,000 | $ 50,000 |
| 1150 E Lincoln St Project | 1150 E LINCOLN SRVC CONTR | 673-7000-473.96-48 | Contribution in Aid of Construction (CAIC) | | | | $ - | | | | | | $ - | $ - | $ - |
| Lawrence Equipment | LAWRENCE EQUIP-SRVC CONTR | 673-7000-473.96-49 | Contribution in Aid of Construction (CAIC) | | | | $ - | | | | | | $ - | $ - | $ - |
| John St/2600 E John | 2600 E JOHN/MATERIAL | 673-7000-473.96-50 | Contribution in Aid of Construction (CAIC) | | | | $ - | | | | | | $ - | $ - | $ - |
| Material 6"line extension on Scott | ESTES PRO/MATERIAL | 673-7000-473.96-51 | Contribution in Aid of Construction (CAIC) | | | | $ - | | | | | | $ - | $ - | $ - |
| Design and material procurement | FIRST HATHAWAY LOGISTICS | 673-7000-473.96-52 | Contribution in Aid of Construction (CAIC) | | $ 15,000 | $ 15,000 | $ 15,000 | $ 15,000 | | | | | $ 30,000 | $ 30,000 | $ - |
| Design and material procurement | 10 E COMMERCE CENTER | 673-7000-473.96-53 | Contribution in Aid of Construction (CAIC) | | $ 15,000 | $ 15,000 | $ 15,000 | $ 15,000 | | | | | $ 30,000 | $ 30,000 | $ - |
| Design and material procurement | SUN LAKES BLVD EXTENSION | 673-7000-473.96-54 | Contribution in Aid of Construction (CAIC) | | $ 15,000 | $ 25,000 | $ 15,000 | $ 25,000 | $ 100,000 | $ 100,000 | | | $ 240,000 | $ 40,000 | $ - |
| Preliminary Engineering | HARGRAVE ST FRADE SEP | 673-7000-473.96-55 | Contribution in Aid of Construction (CAIC) | | | $ 25,000 | $ - | $ 25,000 | $ 150,000 | $ 150,000 | | | $ 325,000 | $ 25,000 | $ - |
| 34.5KV/12.4KV I-10 FWY crossing | I-10 CROSSING AT HATHAWAY | 673-7000-473.96-56 | Contribution in Aid of Construction (CAIC) | | | | $ - | | $ 150,000 | $ 1,250,000 | $ 250,000 | | $ 1,650,000 | $ - | $ - |
| Design and Service Support | SOCAL GAS LINE EXT | 673-7000-473.96-57 | Contribution in Aid of Construction (CAIC) | | | | $ - | $ - | | | | | $ - | $ - | $ - |
| Design and Service Support | INDIAN HEALTH CLINIC-MORONGO | 673-7000-473.96-58 | Contribution in Aid of Construction (CAIC) | | | $ 25,000 | $ - | $ 25,000 | | | | | $ 25,000 | $ 25,000 | $ - |
| Design and Service Support | HECATE GRID BATT STORAGE | 673-7000-473.96-59 | Contribution in Aid of Construction (CAIC) | | $ 25,000 | | $ 25,000 | $ - | | | | | $ 25,000 | $ 25,000 | $ - |
| | | | | | **$ 100,000** | **$ 135,000** | **$ 1,040,000** | **$ 1,005,000** | **$ 2,440,000** | **$ 7,190,000** | | | **$ 14,500,000** | **$ 2,045,000** | **$ 1,810,000** |
| **PUBLIC BENEFIT (675)** | | | | | | | | | | | | | | | |
| *No Proposed Capital Projects* | | | | | | | | | | | | | | | |
| | | | | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **WASTEWATER FUND (680)** | | | | | | | | | | | | | | | |
| New fencing for Westward Lift Station | FENCING IMPROVEMENTS | 680-8000-454.90-22 | Reserves | | | | $ 20,000 | | | | | | $ 20,000 | $ 20,000 | $ 20,000 |
| New PLCs (SCADA Servers Hardware) | COMPUTER HARDWARE | 680-8000-454.90-48 | Reserves | | | | $ 15,000 | $ 15,000 | $ 15,000 | $ 15,000 | | | $ 60,000 | $ 30,000 | $ 30,000 |
| Westward Liftstation (Discharge Piping and Replacement Pump) | MACHINERY/ EQUIPMENT | 680-8000-454.90-56 | Reserves | | | | $ 75,000 | | | | | | $ 75,000 | $ 75,000 | $ 75,000 |

**General Fund Accounts with no projects proposed are hidden*

# CITY OF BANNING
## DRAFT Capital Improvement Program 5-Year Fiscal Years 2025 - 29



| Project Description | Expenditure Account Description | Expenditure Account No. | Funding Source Account Description | Funding Source Account Number | Amount of Funding (Not Reserves) FY25 | Amount of Funding (Not Reserves) FY26 | FY 2025 (Capital Projects) | FY 2026 (Capital Projects) | FY 2027 (Capital Projects) | FY 2028 (Capital Projects) | FY 2029 (Capital Projects) | Unfunded | 5 Year Project Total | FY25 & FY26 Project Totals | Amount of Reserves Used FY25 & F26 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Equalization Basin | TREATMENT PLANT IMPROV | 680-8000-454.95-12 | Federal Assistance | | $ 1,500,000 | | $ 1,500,000 | | | | | | $ 1,500,000 | $ 1,500,000 | $ - |
| | | | | | **$ 1,500,000** | **$ -** | **$ 1,610,000** | **$ 15,000** | **$ 15,000** | **$ 15,000** | **$ -** | **$ -** | **$ 1,655,000** | **$ 1,625,000** | **$ 125,000** |

**General Fund Accounts with no projects proposed are hidden*

# CITY OF BANNING
## DRAFT Capital Improvement Program 5-Year Fiscal Years 2025 - 29



| Project Description | Expenditure Account Description | Expenditure Account No. | Funding Source Account Description | Funding Source Account Number | Amount of Funding (Not Reserves) FY25 | Amount of Funding (Not Reserves) FY26 | FY 2025 (Capital Projects) | FY 2026 (Capital Projects) | FY 2027 (Capital Projects) | FY 2028 (Capital Projects) | FY 2029 (Capital Projects) | Unfunded | 5 Year Project Total | FY25 & FY26 Project Totals | Amount of Reserves Used FY25 & F26 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **WASTEWATER CAPITAL FACILITY FUND (681)** | | | | | | | | | | | | | | | |
| WWTP Treatment Upgrades-3.6 MGD (PDB Phase 1) | TREATMENT PLANT IMPROVMENTS | 681-8000-454.95-12 | Reserves | | | | $ 3,000,000 | | | | | | $ 3,000,000 | $ 3,000,000 | $ 3,000,000 |
| Equalization Basin | TREATMENT PLANT IMPROVMENTS | 681-8000-454.95-12 | Reserves | | | | $ 2,000,000 | | | | | | $ 2,000,000 | $ 2,000,000 | $ 2,000,000 |
| Water &Wastewater Admin Building © | SEWER MAINS & COLL SYS | 681-8000-454.95-14 | Reserves | | | | $ 150,000 | | | | | | $ 150,000 | $ 150,000 | $ 150,000 |
| | | | | | **$ -** | **$ -** | **$ 5,150,000** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 5,150,000** | **$ 5,150,000** | **$ 5,150,000** |
| **WASTEWATER TERTIARY FUND (682)** | | | | | | | | | | | | | | | |
| WWTP Treatment Upgrades-3.6 MGD (PDB Phase 1) | WATER MAINS | 682-8050-454.95-10 | Reserves | | | | $ 3,000,000 | | | | | | $ 3,000,000 | $ 3,000,000 | $ 3,000,000 |
| | | | | | **$ -** | **$ -** | **$ 3,000,000** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 3,000,000** | **$ 3,000,000** | **$ 3,000,000** |
| **BUA WASTEWATER CAPITAL PROJECT FUND (683)** | | | | | | | | | | | | | | | |
| *No Proposed Capital Projects* | | 683-8000-454.95-12 | | | | | | | | | | | $ - | $ - | $ - |
| | | | | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **FLEET MAINTENANCE FUND** | | | | | | | | | | | | | | | |
| Light Duty Lift | MACHINERY/ EQUIPMENT | 702-3800-480.90-56 | Reserves | | | | $ 100,000 | | | | | | $ 100,000 | $ 100,000 | $ 100,000 |
| | | | | | **$ -** | **$ -** | **$ 100,000** | **$ -** | **$ -** | **$ -** | | | **$ 100,000** | **$ 100,000** | **$ 100,000** |
| **INFORMATION SYSTEMS** | | | | | | | | | | | | | | | |
| Misc. Computer Hardware | COMPUTER HARDWARE | 703-3700-480.90-48 | Reserves | | | | $ 335,000 | $ 335,000 | $ 335,000 | $ 335,000 | $ 335,000 | | $ 1,675,000 | $ 670,000 | $ 670,000 |
| | | | | | **$ -** | **$ -** | **$ 335,000** | **$ 335,000** | **$ 335,000** | **$ 335,000** | **$ 335,000** | **$ -** | **$ 1,675,000** | **$ 670,000** | **$ 670,000** |
| **BUILDING FAINTENANCE** | | | | | | | | | | | | | | | |
| Corporate Yard Slurry Seal | PARKING LOT IMPROVEMENTS | 704-3200-412.90-07 | RESERVES (CAPITAL REPLACEMENT) | | | | $ 175,000 | | | | | | $ 175,000 | $ 175,000 | $ 175,000 |
| City Hall Roof project | BUILDING IMPROVEMENTS | 704-3200-412.90-15 | RESERVES (CAPITAL REPLACEMENT) | | | | $ 450,000 | | | | | | $ 450,000 | $ 450,000 | $ 450,000 |
| City Hall West Side Workstation Project | BUILDING IMPROVEMENTS | 704-3200-412.90-15 | RESERVES (CAPITAL REPLACEMENT) | | | | $ 300,000 | | | | | | $ 300,000 | $ 300,000 | $ 300,000 |
| Senior Center Roof Project | BUILDING IMPROVEMENTS | 704-3200-412.90-15 | RESERVES (CAPITAL REPLACEMENT) | | | | | | $ 150,000 | | | | $ 150,000 | $ - | $ - |
| PW/Electric Roof Project | BUILDING IMPROVEMENTS | 704-3200-412.90-15 | RESERVES (CAPITAL REPLACEMENT) | | | | | $ 250,000 | | | | | $ 250,000 | $ 250,000 | $ 250,000 |
| HVAC Unit Replacement City Wide | BUILDING IMPROVEMENTS | 704-3200-412.90-15 | RESERVES (CAPITAL REPLACEMENT) | | | | $ 130,000 | $ 100,000 | $ 100,000 | $ 200,000 | $ 100,000 | | $ 630,000 | $ 230,000 | $ 230,000 |
| Citywide Facility Need Assessment | BUILDING PLANNING | 704-3200-412.90-?? | RESERVES | | | | | $ 350,000 | | | | | $ 350,000 | $ 350,000 | $ 350,000 |
| Citywide Facility Condition Assessment | BUILDING PLANNING | 704-3200-412.90-?? | RESERVES | | | | $ 350,000 | | | | | | $ 350,000 | $ 350,000 | $ 350,000 |
| Armory EOC Improvements | BUILDING IMPROVEMENTS | 704-3200-412.90-15 | STATE EOC GRANT | | 200,000 | 600,000 | $ 200,000 | $ 600,000 | | | | | $ 800,000 | $ 800,000 | $ - |
| | | | | | **200,000** | **600,000** | **$ 1,605,000** | **$ 1,300,000** | **$ 250,000** | **$ 200,000** | **$ 100,000** | **$ -** | **$ 3,455,000** | **$ 2,905,000** | **$ 2,105,000** |
| | | | | | **21,423,206** | **25,126,047** | **$ 44,398,189** | **$ 31,517,030** | **$ 22,444,944** | **$ 12,681,800** | **$ 4,596,400** | **$ 3,654,413** | **$ 118,299,363** | **$ 75,751,219** | **$ 29,365,966** |

**General Fund Accounts with no projects proposed are hidden*

**RESOLUTION 2024-110**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AND ESTABLISHING AN APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2024-25, PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA CONSTITUTION**

**WHEREAS**, Article XIIIB of the California Constitution provides that the total annual appropriations subject to limitation of each governmental entity, including this City, shall not exceed the appropriation limit of such entity of government for the prior year adjusted for changes in the cost of living or personal income and population, except as otherwise provided for in said Article XIIIB and implementing State statutes; and

**WHEREAS**, pursuant to said Article XIIIB of said California Constitution, and Section 7900 et seq. of the California Government Code, the City is required to set its appropriation limit for each fiscal year; and

**WHEREAS,** the Finance Department of the City of Banning has interpreted the technical provisions of said Article XIIIB and Section 7900 et seq., performed computations and a technical review of the documentation for the City's said appropriation limitation, and has caused the numbers upon which the City's appropriation limit was and is based; and

**WHEREAS,** based on such calculations the Finance Department has determined the said appropriation limit and, pursuant to Section 7910 of said California Government Code, has made available to the public the documentation used in the determination of said appropriation limit.

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

SECTION 1. that said appropriation limit for Fiscal Year 2024-25 is set in the amount of $64,087,512 for said fiscal year as incorporated in the budget document.

SECTION 2. 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 25th day of June 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 2024-110, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of June 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

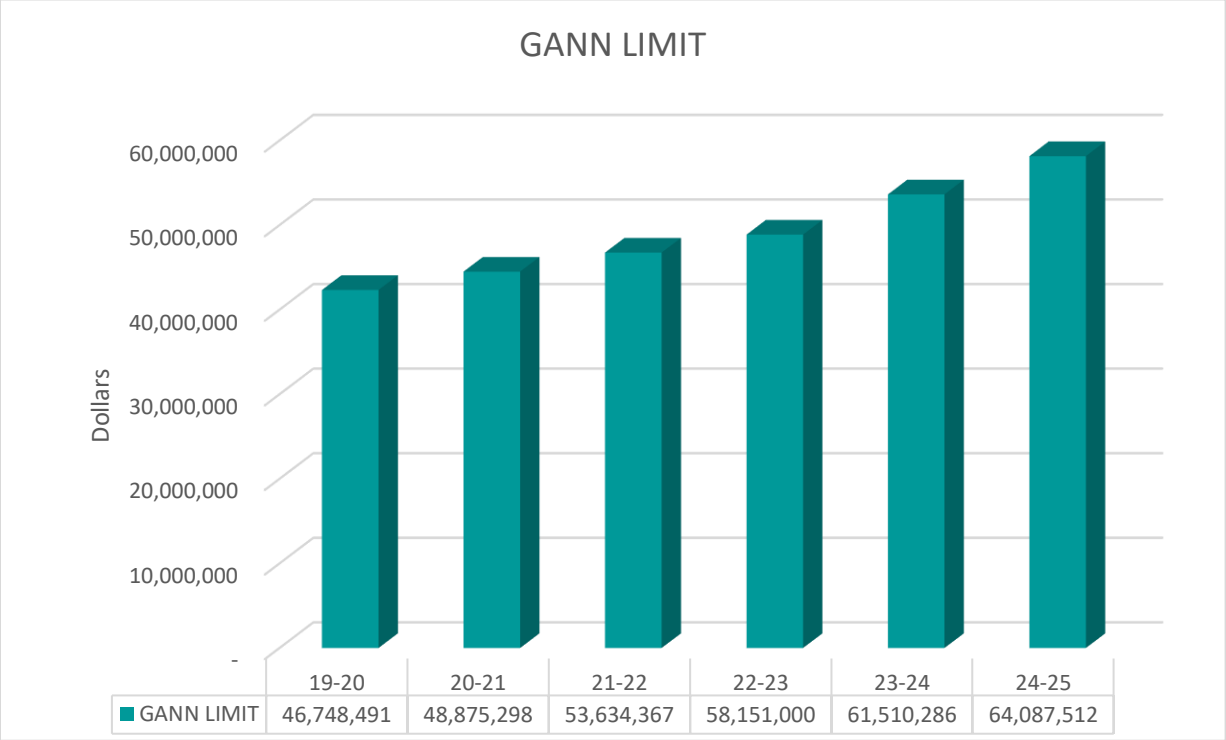
Caroline Patton, Administrative City Clerk
City of Banning, California

**EXHIBIT A**
GANN Limit Calculation

# Proposition 4 - Government Spending Limits

In November 1979 voters passed Proposition 4, also known as the Gann Initiative. Proposition 4 Article XIII (B) of the California Constitution provides that the City's annual appropriations be subject to certain State limitations. This appropriation limit is referred to as the Gann Spending Limitation. The calculation limits the increase in annual appropriations to a factor which is based on a combination of population growth, State per capita income change, and the change in assessment value for non-residential property. Appropriations for proprietary related activities such as water, wastewater, airport, etc., and Redevelopment functions are not subject to the limit. When the limit is exceeded, Proposition 4 requires the surplus to be returned to the taxpayers within two years. Appropriations in the two-year period can be averaged before becoming subject to the excess revenue provisions of the Gann limit.

The City of Banning calculated the Gann Limit of $64,087,512 for Fiscal Year 2024-25 using the prior year's limitation of $61,510,286 multiplied by the 3.62% (1.0362) increase in per capita income multiplied by the 0.55% (1.0055) increased population growth in the City of Banning. This calculation maintains a safe cushion for the City's financial health.




| | 19-20 | 20-21 | 21-22 | 22-23 | 23-24 | 24-25 |
|---|---|---|---|---|---|---|
| GANN LIMIT | 46,748,491 | 48,875,298 | 53,634,367 | 58,151,000 | 61,510,286 | 64,087,512 |

## GANN LIMIT CALCULATION

Article XIIIB of the California State Constitution was adopted by California voters in November 1979, and is more commonly referred to as the Gann Limit. The Article places limits on the amount of revenue which can be appropriated (spent) each fiscal year. Only revenues which are considered proceeds of taxes are subject to the limit.
The limit is different for each agency and changes each year, modified for changes in inflation and population.

| Fiscal Year | (1) Prior Year Gann Limit | (2) Previous Year's Population | (3) Current Year's Population | (4) * City Population Change % | (5) * County Population Change % | (6) % Change In Per Capita Income | (7) Current Year Gann Limit |
|---|---|---|---|---|---|---|---|
| 15-16 | 35,822,527 | 30,325 | 30,491 | 0.61% | 1.29% | 3.82% | **37,670,711** |
| 16-17 | 37,670,711 | 30,491 | 30,834 | 0.57% | 1.26% | 5.37% | **40,193,768** |
| 17-18 | 40,193,768 | 30,834 | 31,068 | 0.75% | 1.56% | 3.69% | **42,327,078** |
| 18-19 | 42,327,078 | 31,068 | 31,282 | 0.36% | 1.40% | 3.67% | **44,494,809** |
| 19-20 | 44,494,809 | 31,282 | 31,142 | 0.30% | 1.17% | 3.85% | **46,748,491** |
| 20-21 | 46,748,491 | 31,142 | 31,125 | -0.05% | 0.79% | 3.73% | **48,875,298** |
| 21-22 | 48,875,298 | 31,125 | 32,233 | 3.79% | 0.67% | 5.73% | **53,634,367** |
| 22-23 | 53,634,367 | 32,233 | 30,877 | 0.81% | 0.42% | 7.55% | **58,151,000** |
| 23-24 | 58,151,000 | 30,877 | 31,250 | 1.28% | 0.34% | 4.44% | **61,510,286** |
| 24-25 | 61,510,286 | 31,046 | 31,213 | 0.54% | 0.55% | 3.62% | **64,087,512** |

The Gann Limit is adjusted annually by multiplying the "Prior Year Gann Limit" (column 1) by the greater of the "City or County % Change in Population" (column 4 or 5) and then by the "% Change in Per Capita Income" (column 6) This annual Gann adjustment figure is then added to the Prior Year's limit amount to obtain the Current Year Gann Limit amount in column 7. The shaded boxes indicate the calculation factors that were used in determining the adjustment to the Gann Limit.

*City and County population change % figures are provided by the Department of Finance Demographic Research Unit in their annual Price Factor and Population Information.

CITY OF BANNING, CA
GANN FY 24-25

**GANN APPROPRIATIONS LIMIT**
**FOR 2024-25**

**6/30/2024**

Applicable Taxes per Auditor Determination May 27, 2022

| Fund | Division | Activity | Account | Description | Total 2024-25 Budget | 6/30/2023 Proceeds of Taxes | Non-Taxes |
|---|---|---|---|---|---|---|---|
| 001 | 0001 | 301 | 1001 | Property Taxes-Cur | 3,976,528 | 3,976,528 | 0 |
| 001 | 0001 | 301 | 1003 | Prop Tx- Suppl Roll | 250,000 | 250,000 | 0 |
| 001 | 0001 | 301 | 1007 | Prop Tx-Admin Chg | (22,680) | (22,680) | 0 |
| 001 | 0001 | 301 | 1009 | Prop Tx-Cur Unsec | 267,011 | 267,011 | 0 |
| 001 | 0001 | 301 | 1010 | Prop Tx-Backfill | 4,150,349 | 4,150,349 | 0 |
| 001 | 0001 | 301 | 1015 | State ERAF Shift | 0 | 0 | 0 |
| 001 | 0001 | 302 | 1101 | Sales & Use Tax | 3,831,466 | 3,831,466 | 0 |
| 001 | 0001 | 302 | 1103 | Sales Tax Sharing | (325,000) | (325,000) | 0 |
| 001 | 0001 | 302 | 1109 | Cannabis | 1,640,000 | 1,640,000 | 0 |
| 001 | 0001 | 302 | 1106 | 10% Cabazon Outlet | 720,000 | 720,000 | 0 |
| 001 | 0001 | 302 | 1108 | Sales Tax Backfill | | 0 | 0 |
| 001 | 0001 | 306 | 1203 | Bed Tax- Total Tax | 1,250,000 | 1,250,000 | 0 |
| 001 | 0001 | 306 | 1208 | Property Trans Tax | 300,000 | 300,000 | 0 |
| 001 | 0001 | 341 | 3101 | St Mtr Veh Lic-Reg | 40,000 | 40,000 | 0 |
| 001 | 0001 | 341 | 3103 | Off Hwy Mtr Veh Lic | 0 | 0 | 0 |
| 001 | 0001 | 341 | 3110 | St Hmown Prop Rel | 26,976 | 26,976 | 0 |
| 001 | 2200 | 302 | 1104 | Pub Safety Sales Tax | 257,935 | 257,935 | 0 |
| 001 | 2400 | 302 | 1104 | Pub Safety Sales Tax | 257,935 | 257,935 | 0 |
| | | | | **SUB-TOTAL** | **16,620,520** | **16,620,520** | **0** |
| **TOTAL REVENUE BUDGET- 6/15/2024** | | | | | **121,029,694** | **16,620,520** | **104,409,174** |
| **Review each year for New Tax Items** | | | | | | | |

**Appropriation Limit Calculation for the Year Ended June 30, 2024**

| | | | | |
|---|---|---|---|---|
| **Appropriation Limit June 30, 2023** | | | | **61,510,286** |
| **Per Capita Personal Income Change per State** | | **3.62%** | | |
| Population Change--Use the Larger of City's or County's Annual Percentage Change in Population Increase. | | | | |
| Banning | January 1, 2023 to January 1, 2024 | 0.54% | | |
| Riverside County | January 1, 2023 to January 1, 2024 | 0.55% | | |
| | **Use Greater of the Two** | **0.55%** | | |
| Calculation Factor For June 30, 2024 | | | | |
| Per Capita Percentage Increase | | | 1.0362 | |
| Population Percentage Increase | | | 1.0055 | |
| | **TOTAL (Per Capita X Population)** | | | **1.0418991** |
| **Gross Appropriation Limit June 30, 2024** | | | | **64,087,512** |
| **Proceeds of Taxes Subject to Appropriation** | | | | **16,620,520** |
| **Amount Limit Exceeds Taxes Subject to Limit** | | | | **47,466,992** |
| **CONCLUSION:** | **The City Has Not Exceeded its Appropriation Limit for the 2024-25 Year.** | | | |

**RESOLUTION 2024-05 UA**

**A RESOLUTION OF THE BANNING UTILITY AUTHORITY ADOPTING THE TWO-YEAR BUDGET PLAN FOR THE FISCAL PERIOD JULY 1, 2024 THROUGH JUNE 30, 2025 AND JULY 1, 2025 THROUGH JUNE 30, 2026, ADOPTING THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM, AND MAKING APPROPRIATIONS TO MEET EXPENSES APPROVED THEREIN**

**WHEREAS**, the Administrative Service Director prepared the budget plan for Fiscal Year 2024-25 and 2025-26 which sets forth all of the expected revenues of the City of Banning Utility Authority (Authority), and the recommended appropriations to meet the operating and capital expenses for all Authority funds; and

**WHEREAS**, the Authority has considered the recommendations and approved or modified them so as to best serve the interest of the citizens of the City of Banning; and

**WHEREAS**, the two-year budget for Fiscal Year 2024-25 and 2025-26 of the City of Banning Utility Authority has been submitted to this Board, and said budget has been considered and, is in form and substance satisfactory to this Board; and

**WHEREAS**, the Authority departments may not exceed their appropriations by character of expense, with character of expense being defined as personnel services, services and supplies, capital outlay, debt service and interfund transfers, without the consent of the City Manager; and

**WHEREAS**, the Authority may transfer appropriations, between departments and within their respective funds, as long as those appropriations do not exceed their fund total unless approved by this Board; and

**WHEREAS**, certain capital projects, programs and commitments have been approved for appropriation in Fiscal Year 2024-25, the Administrative Services Director shall be authorized to carry over appropriation budgets for these items as approved by the City Manager; and

**WHEREAS**, the Authority departments may not hire in excess of the approved number of positions in the job classification as indicated by the budget detail without the consent of this Board; and

**WHEREAS,** it is essential that the City's Utility Authority adopt a budget plan establishing the revenues and expenditures for all of its funds.

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

SECTION 1. The City Manager ("Authorized Representative") or his designee is hereby authorized and directed to sign and file the Two-Year Budget for the Banning Utility Authority for fiscal period July 1, 2024 through June 30, 2025 and July 1, 2025 through June 30, 2026, as summarized in the fund summary and CIP documents.

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

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

**PASSED, APPROVED AND ADOPTED** this 25th day of June 2024.

Alberto Sanchez, Chairperson
Banning Utility Authority

**ATTEST:**

Caroline Patton, Secretary
Banning Utility Authority

**APPROVED AS TO FORM:**

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

**CERTIFICATION:**

I, Caroline Patton, Secretary of the Banning Utility Authority, do hereby certify that the foregoing Resolution 2024-05 UA, was duly adopted by the Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 25th day of June 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Secretary
Banning Utility Authority

**Exhibit A**
Recommended Budget for FYs 2024-25 and 2025-26

**RESOLUTION 2024-04 SA**

**A RESOLUTION OF THE SUCCESSOR AGENCY OF THE CITY OF BANNING, CALIFORNIA AUTHORIZING THE TO THE FORMER BANNING COMMUNITY REDEVELOPMENT AGENCY ADOPTING THE TWO-YEAR BUDGET PLAN FOR JULY 1, 2024 THROUGH JUNE 30, 2026, ADOPTING THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM, AND MAKING APPROPRIATIONS TO MEET EXPENSES APPROVED THEREIN**

**WHEREAS**, the Community Redevelopment Agency of the City of Banning is a public body, corporate and politic, organized and existing under the California Community Redevelopment laws (Health & Safety Code § 33000, et seq.; hereinafter, the "CCRL"); and

**WHEREAS,** as a result of Assembly Bill X1 26 (AB26), which was signed by the Governor on June 28, 2011 and confirmed by the Supreme Court (California Redevelopment Association, et al. v. Matosantos, et al. (Case No. S194861) on December 29, 2011, all California redevelopment agencies were dissolved as of February 1, 2012, and successor entities became responsible for winding down the affairs of the former redevelopment agencies; and

**WHEREAS,** the City is, by operation of law, the Successor Agency to the Redevelopment Agency for purposes of winding-down the Redevelopment Agency under ABX126; and

**WHEREAS**, the Administrative Service Director prepared the two-year budget plan for Fiscal Year 2024-25 & 2025-26 which set forth all of the expected revenues of the City of Banning Successor Agency (Agency), and the recommended appropriations to meet the operating and capital expenses for all Agency funds; and

**WHEREAS,** the two-year budget for Fiscal Year 2024-25 & 2025-26 of the Successor Agency has been submitted to this Agency, and said budget has been considered and, is in form and substance satisfactory to the Agency Board; and

**WHEREAS,** the Agency departments may not exceed their appropriations by character of expense, with character of expense being defined as personnel services, services and supplies, capital outlay, debt service and interfund transfers, without the consent of the Administrative Service Director; and

**WHEREAS,** the Agency may transfer appropriations, between departments and within their respective funds, with approval of the Administrative Service Director, as long as those appropriations do not exceed their fund total unless approved by this Board; and

**WHEREAS,** the Agency requires public improvements, and a capital improvement program (CIP) which allows for the planning, financing, and prioritizing of said improvements; and

**WHEREAS,** the Agency departments may not hire in excess of the approved number of positions in the job classification as indicated by the budget detail without the consent of this Board; and

**WHEREAS,** certain capital projects, programs and commitments have been approved for appropriation in Fiscal Year 2024-25, the Administrative Service Director shall be authorized to carry over appropriation budgets for these items as approved by the City Manager; and

**WHEREAS,** it is essential that the Agency adopt a budget plan establishing the revenues and expenditures for all of its funds; and

**WHEREAS,** the Banning Oversight Board and California Department of Finance approve the Recognized Obligation Payment Schedule (ROPS) every six months which incorporate expenditures identified in the budget; and

**WHEREAS,** the Budgetary and Fiscal Policies that are incorporated into the budget document provide some policies applicable to the Agency.

**NOW, THEREFORE, BE IT RESOLVED** by the Banning Successor Agency of the City of Banning as follows:

SECTION 1. The City Manager ("Authorized Representative") or his designee is hereby authorized and directed to sign and file The Annual Budget for the Successor Agency for fiscal period July 1, 2024 through June 30, 2025 and July 1, 2025 through June 30, 2026, as summarized in the fund summary (funds 805 to 850), is hereby approved and adopted in the form on file with the City Clerk.

SECTION 2. The Capital Improvement Program (CIP) for the Successor Agency for fiscal period July 1, 2024 through June 30, 2029, as summarized in the fund summary and CIP documents, is hereby approved and adopted in the form on file with the City Clerk.

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

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

**PASSED, APPROVED AND ADOPTED** this 25th day of June 2024.

Alberto Sanchez, Chairperson
Banning Successor Agency

**ATTEST:**

Caroline Patton, Secretary
Banning Successor Agency

**APPROVED AS TO FORM:**

Serita Young, Agency Counsel
Richards, Watson & Gershon

**CERTIFICATION:**

I, Caroline Patton, Secretary of the Banning Successor Agency, do hereby certify that the foregoing Resolution 2024-04 SA, was duly adopted by the Successor Agency of the City of Banning, California, at a regular meeting thereof held on the 25th day of June 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Secretary
Banning Successor Agency

**Exhibit A**
Recommended Budget for FYs 2024-25 and 2025-26

**CITY OF BANNING**
**STAFF REPORT**

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Douglas Schulze, City Manager** |
| **PREPARED BY:** | **Art Vela, Public Works Director**<br>**Art Vela, Public Works Director** |
| **MEETING DATE:** | **June 25, 2024** |
| **SUBJECT:** | **Discussion Regarding the Lowering of the Banning Financing Authority's Outstanding Electric System Revenue Bond Rating and Consideration of an Interim Electric Rate Adjustment** |

---

## RECOMMENDATION:

Discussion and direction regarding an interim electric rate adjustment.

## BACKGROUND:

Electric System Revenue Bonds

In 2007 the Banning Finance Authority, through the City of Banning, issued a series of electric system revenue bonds ("Electric System Series 2007 Bonds") to assist in the financing of improvements including new substations, circuit breakers, underground feeders, land and other improvements. The amount of the Electric System Series 2007 Bonds was $45,790,000.

In 2015, City Council (acting as the Banning Finance Authority) adopted Resolution 2015-02FA authorizing the refunding of the revenue bonds ("Electric System 2015 Refunding Revenue Bonds") with the intent to take advantage of historic low interest rates which were to save the City approximately $1,050,000. At the time of the refunding, the Electric System Series 2007 Bonds had an outstanding aggregate principal amount of $40,045,000. The Electric System 2015 Refunding Revenue Bonds were authorized in an amount of not-to-exceed $45,000,000.

For clarity purpose, a revenue bond is a type of municipal bond. Municipal bonds act like loans, with bondholders becoming creditors. In exchange for borrowed funds (i.e. funds invested by bondholders) the bondholders/investors are promised interest on their invested amount. Revenue bonds are secured by revenues generated by the issuer which, in the City's case, is the City's Electric Utility.

Electric System 2015 Refunding Revenue Bonds Ratings

Credit ratings are provided by credit rating agencies, such as S&P Global, that specialize in evaluating credit risk. Credit ratings are forward looking and provide investors with independent opinions about an issuer's, such as a corporation or state/city government, to meet its financial obligation. Typically, ratings are expressed as letter grades that range from 'AAA' to 'D' to communicate the agency's opinion of relative level of credit risk.

From the S&P Global's website: "Our studies have shown that the higher the ratings, the lower the default rates, and vice versa. For example, our historical statistics show a 3-year cumulative default rate for a 'BBB' rated company of 0.91%, vs. 4.17% for a 'BB' rated one, 12.41% for a 'B' rate one and 45.67% for a 'CCC/CC' rate one."

On March 20, 2024 the City of Banning received notice from S&P Global that they had lowered the underlying rating from 'A-' to 'BBB' and put on Credit Watch, see attached correspondence and back up analysis.

On May 2, 2024, the City of Banning received notice from S&P Global that they had again lowered the underlying rating from 'BBB' to 'BB' with an "outlook for this rating as negative", see attached correspondence and back up analysis ("May 2024 S&P Analysis").

In summary, according to the May 2024 S&P Analysis the recent downgrading of the Electric System 2015 Refunding Revenue Bonds was a result of the following:

- The use of interfund borrowings to meet financial obligations.
- Lack of proactive rate setting.

May 2024 S&P Analysis also describes that the outlook is negative which "reflects our view that rates are not anticipated to be raised before fiscal-year end 2025.

Fiscal Year 2024/2025 Budget

In an effort to improve the Banning Electric Utility's financial position the City has taken to following approach reflective in the planned Fiscal Year (FY) 2024/2025 budget:

- Continued implementation of the Power Cost Adjustment Factor (PCAF; Estimated at $1.1M). The PCAF began on January 1, 2022.
- Continued to sell Renewable Energy Credits (RECs; Estimated at $2.48M)
- Reduced the utility's Capital Improvement Plan from $16.4M to $1.1M
- Collection of delinquencies ($1.9M). Shutoff notices resumed in April, 2024.

With the above changes the Electric Utility is projected to have a FY 2024/2025 budget shortfall of $1,200,130.

It is also projected that the Electric Utility will have a FY 2025/2026 budget shortfall of $1,135,060.

For reference, the Electric Utility will have a budget shortfall of approximately $4.7M at the end of FY 2023/2024. Although the utility is expecting a $2.5 million Aid In Construction payment to be recorded before June 30, 2024, which will reduce that expected net loss to approximately $2.2 million.

One option for City Council's consideration would be an interim rate adjustment in order to avoid further deterioration of the Banning Electric Utility's cash position, which is projected to be negative $8.8M at the end of FY 2023/2024. If City Council provides direction to staff to proceed with this option, staff will present an analysis and recommendation to City Council at the August 27, 2024 City Council meeting.

The rate adjustment would be considered "interim" while staff hires a consultant to develop a complete Cost of Service (COS)/Rate Study, which would likely be completed during the fourth quarter of FY 2024/2025.

**JUSTIFICATION:**

According to the May 2, 2024 S&P Analysis, the Electric System 2015 Refunding Revenue Bonds rating could be further downgraded if the Banning Electric Utility is not able to rebuild and maintain a sustained track level of positive reserves and improve its structural balance.

The May 2024 S&P Analysis indicates that the "negative outlook" is a result of rates likely not being raised prior to fiscal year end 2025.

**FISCAL IMPACT:**

The projected budgetary shortfalls for FY 2024/2025 and FY 2025/2026 will continue to negatively impact the utility's cash balance, which may result in a higher rate increase in the future.

**ALTERNATIVES:**

Do not proceed with Interim Electric Rate Adjustment.

**ATTACHMENTS:**

1. Resolution No. 2015-02 FA Electric Refunding Bonds.pdf
2. March 2024 S&P Rating Downgrade.pdf
3. May 2024 S&P Rating Downgrade.pdf
4. S&P Rating Scale.pdf
5. FY25 and FY26 Electric Budgets,pdf.pdf

# RESOLUTION NO. 2015-02 FA

**RESOLUTION OF THE FINANCING AUTHORITY OF THE CITY OF BANNING AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $45,000,000 PRINCIPAL AMOUNT OF ITS REFUNDING REVENUE BONDS (ELECTRIC SYSTEM PROJECT) SERIES 2015; APPROVING AN INDENTURE OF TRUST, AN INSTALLMENT SALE AGREEMENT, A BOND PURCHASE AGREEMENT; AN ESCROW AGREEMENT AND A PRELIMINARY OFFICIAL STATEMENT RELATED THERETO; AND APPROVING THE TAKING OF CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH**

**WHEREAS**, the City of Banning Financing Authority (the "Authority"), is a Joint Powers Authority (a public body, corporate and politic) duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Joint Exercise of Powers Act (Articles 1 through 4 of Chapter 5, Division 7, Title 1 of the California Government Code) (the "Act") and the powers of such Authority include the power to issue bonds for any of its corporate purposes; and

**WHEREAS**, the City of Banning (the "City") owns and operates that certain electric system referred to herein as the "Electric System"; and

**WHEREAS**, the Authority previously issued its $45,790,000 Revenue Bonds (Electric System Project), Series 2007 (the "2007 Bonds"), currently outstanding in the aggregate principal amount of $40,045,000; and

**WHEREAS**, the Authority desires to issue its Refunding Revenue Bonds (Electric System Project), Series 2015 (the "2015 Bonds") to refund the 2007 Bonds currently outstanding and finance certain capital improvements to the Electric System; and

**WHEREAS**, the Authority has reviewed the documentation related to the issuance of the 2015 Bonds.

**NOW, THEREFORE, THE CITY OF BANNING FINANCING AUTHORITY DOES RESOLVE AS FOLLOWS:**

**SECTION 1.** Pursuant to the Act, the Authority hereby approves the issuance of the 2015 Bonds in an amount not to exceed $45,000,000 in accordance with the terms and conditions of the Indenture of Trust relating to the 2015 Bonds, substantially in the form annexed hereto, with such revisions, amendments and completions as shall be approved by the President, the Executive Director, the Treasurer or any member of the Commission (each, a "Responsible Officer"), with the advice of bond counsel to the Authority, such approval to be conclusively evidenced by the execution and delivery thereof.

**SECTION 2.** The Authority hereby approves the Installment Sale Agreement relating to the 2015 Bonds in substantially the form annexed hereto, with such revisions, amendments and completions as shall be approved by a Responsible Officer with the advice of bond counsel to the Authority, such approval to be conclusively evidenced by the execution and delivery thereof.

**SECTION 3.** The Authority hereby approves the Bond Purchase Agreement relating to the 2015 Bonds, substantially in the form annexed hereto, with such revisions, amendments and completions as shall be approved by a Responsible Officer with the advice of bond counsel to the Authority, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, the true interest cost rate on the 2015 Bonds shall not exceed 4.7% per annum and the underwriter's discount shall not exceed 0.6%.

**SECTION 4.** The Authority hereby approves the Escrow Agreement relating to the 2007 Bonds in substantially the form annexed hereto, with such revisions, amendments and completions as shall be approved by a Responsible Officer with the advice of bond counsel to the Authority, such approval to be conclusively evidenced by the execution and delivery thereof.

**SECTION 5.** The Authority hereby approves the Preliminary Official Statement prepared in connection with the issuance of the 2015 Bonds (the "Preliminary Official Statement"), substantially in the form annexed hereto, with such revisions, amendments and completions as shall be approved by a Responsible Officer with the advice of disclosure counsel to the Authority. Each of the Responsible Officers is hereby authorized to execute and deliver a certificate deeming the Preliminary Official Statement final for purposes of SEC Rule 15c2-12. Upon the pricing of the 2015 Bonds, each of the Responsible Officers is hereby authorized to prepare and execute a final Official Statement (the "Official Statement"), substantially the form of the Preliminary Official Statement, with such additions thereto and changes therein as approved by any Responsible Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authority hereby authorizes the distribution of the Preliminary Official Statement and the Official Statement by the underwriter in connection with the offering and sale of the 2015 Bonds.

**SECTION 6.** Any Responsible Officer is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this resolution.

**SECTION 7.** The Secretary of the Authority shall certify to the adoption of this resolution, and thenceforth and thereafter the same shall be in full force and effect. Notwithstanding the foregoing, such certification and any of the other duties and responsibilities assigned to the Secretary pursuant to this resolution may be performed by an Assistant Secretary with the same force and effect as if performed by the Secretary hereunder.

**PASSED, APPROVED, AND ADOPTED** this 14th day of July, 2015.

Deborah Franklin

Deborah Franklin, Chairperson
City of Banning Financing Authority

**ATTEST:**

Marie A. Calderon, Secretary
Banning Financing Authority

**APPROVED AS TO FORM:**

Donald L. Hunt, Bond Counsel
Norton Rose Fulbright

**CERTIFICATION:**

I, Marie A. Calderon, Secretary of the City of Banning Financing Authority do hereby certify that the foregoing Resolution No. 2015-02 FA was duly adopted by the City of Banning Financing Authority at a joint meeting thereof held on the 14th day of July, 2015, by the following vote:

| | |
|---|---|
| AYES: | Boardmembers Miller, Moyer, Peterson, Welch, Chairperson Franklin |
| NOES: | None |
| ABSENT: | None |
| ABSTAIN: | None |

Marie A. Calderon, Secretary
City of Banning Financing Authority
City of Banning, California

INDENTURE OF TRUST

by and among the

CITY OF BANNING FINANCING AUTHORITY

and

CITY OF BANNING

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Dated as of August 1, 2015

Relating to:

$[_____]
City of Banning Financing Authority
Refunding Revenue Bonds (Electric System Project) Series 2015

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# INDENTURE OF TRUST

**THIS INDENTURE OF TRUST**, is dated as of August 1, 2015, by and among the **CITY OF BANNING FINANCING AUTHORITY**, a joint powers authority organized and existing under the laws of the State of California (the "Authority"), the **CITY OF BANNING**, a municipal corporation, duly organized and existing under the laws of the State of California (the "City"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America, and being qualified to accept and administer the trusts hereby created (the "Trustee").

*WITNESSETH:*

**WHEREAS,** the City owns and operates that certain electric system referred to herein as the "Electric System"; and

**WHEREAS,** under Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the California Government Code (the "Bond Law"), the Authority is authorized to borrow money for the purpose of financing the acquisition of bonds, notes and other obligations of, or for the purpose of making loans to, public entities including the City, and to provide financing for public capital improvements of public entities including the City; and

**WHEREAS**, the Authority previously issued its $45,790,000 Revenue Bonds (Electric System Project), Series 2007 (the "2007 Bonds"), currently outstanding in the aggregate principal amount of $40,045,000; and

**WHEREAS**, the City desires to finance certain improvements (the "Improvements") to the Electric System; and

**WHEREAS,** for the purpose of providing funds to refund the 2007 Bonds and to finance the Improvements, the Authority has determined to issue its City of Banning Financing Authority Refunding Revenue Bonds (Electric System Project) Series 2015, in the aggregate principal amount of $[_____] (the "Bonds"), all pursuant to and secured by this Indenture in the manner provided herein; and

**WHEREAS,** the City and the Authority have determined that it is necessary and desirable to enter into an Installment Sale Agreement, dated the date hereof (the "Installment Sale Agreement"), pursuant to which the Authority will sell the Improvements to the City in consideration for Installment Payments equal in time and amount to the debt service on the Bonds; and

[**WHEREAS,** in order to further enhance the payments of principal of and interest on the Bonds the Authority has obtained a municipal bond insurance policy from [BOND INSURER] (the "Insurer"); and]

**WHEREAS,** the Authority has determined that in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and secured and to secure the payment of the principal thereof and interest and premium (if any) thereon, the Authority has authorized the execution and delivery of this Indenture; and

**WHEREAS,** the City and the Authority have determined that all acts and proceedings required by law necessary to make the Bonds, when executed by the Authority, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal special obligations of the Authority, and to constitute

this Indenture a valid and binding agreement for the uses and purposes herein set forth, in accordance with its terms, have been done and taken; and the execution and delivery of this Indenture have been in all respects duly authorized;

**NOW, THEREFORE, THIS INDENTURE WITNESSETH,** that in order to secure the payment of the principal of and the interest and premium (if any) on all Bonds at any time issued and Outstanding under this Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the owners thereof, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority does hereby covenant and agree with the Trustee, for the benefit of the respective Owners from time to time of the Bonds, as follows:

## ARTICLE I

## DEFINITIONS; AUTHORIZATION AND PURPOSE OF BONDS; EQUAL SECURITY

**SECTION 1.1 Definitions.** Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Indenture and of any Supplemental Indenture and of the Bonds and of any certificate, opinion, request or other documents herein mentioned have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined. In addition, all capitalized terms used herein and not otherwise defined in this Section 1.1 shall have the respective meanings given such terms in the Installment Sale Agreement.

"Acquisition and Construction Fund" means the fund by that name established and held by the Trustee pursuant to Section 3.5.

"Additional Payments" means the payments so designated and required to be paid by the City pursuant to Section 4.10 of the Installment Sale Agreement.

"Agency" means the Community Redevelopment Agency of the City of Banning.

"Annual Debt Service" means, for each Bond Year with respect to each of the Bonds, the sum of (a) the interest payable on the Outstanding Bonds in such Bond Year, and (b) the principal amount of the Outstanding Bonds scheduled to be paid in such Bond Year, including from mandatory sinking fund payments.

"Authority" means the City of Banning Financing Authority, a public body corporate and politic duly organized and existing pursuant to a Joint Exercise of Powers Agreement, dated November 12, 2003, between the City and the Agency.

"Authorized Investments" means any securities in which the City may legally invest funds subject to its control.

"Authorized Representative" means: (a) with respect to the Authority, its President, Vice President, Treasurer, Executive Director, Secretary or any other person designated as an Authorized Representative of the Authority by a Written Certificate of the Authority signed by its President, Vice President, Treasurer, Executive Director or Secretary and filed with the City and the Trustee; and (b) with respect to the City, its Mayor, Mayor Pro Tem, City Manager, Finance Director, City Clerk or any other

person designated as an Authorized Representative of the City by a Written Certificate of the City signed by its Mayor, Mayor Pro Tem, City Manager, Finance Director or City Clerk and filed with the Trustee.

"Bond Counsel" means (a) Norton Rose Fulbright US LLP, or (b) any other attorney or firm of attorneys appointed by or acceptable to the City of nationally recognized experience in the issuance of obligations the interest on which is excludable from gross income for federal income tax purposes under the Tax Code.

"Bond Law" means the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State, as in existence on the Closing Date or as thereafter amended from time to time.

"Bond Service Fund" means the fund by that name established and held by the Trustee pursuant to Section 4.2(a).

"Bond Year" means any twelve-month period commencing on June 2 in a year and ending on the next succeeding June 1, both dates inclusive; except that the first Bond Year shall commence on the Closing Date and end on June 1, 2016.

"Bonds" means the City of Banning Financing Authority Refunding Revenue Bonds (Electric System Project) Series 2015, issued and at any time Outstanding pursuant to the Bond Law and this Indenture.

"Business Day" means a day (other than a Saturday or a Sunday) on which banks are not required or authorized to remain closed in the city in which the Office of the Trustee is located.

"City" means the City of Banning, a general law city duly organized and existing under the laws of the State of California.

"Closing Date" means August __, 2015, being the date of delivery of the Bonds to the Original Purchasers.

"Costs of Issuance" means all items of expense directly or indirectly relating to the authorization, issuance, sale and delivery of the Bonds, including but not limited to printing expenses, rating agency fees, filing and recording fees, fees, expenses and charges of the City, the Authority, the Trustee, and their respective counsel, including the Trustee's first annual administrative fee, costs of obtaining bond insurance, a Qualified Reserve Fund Credit Instrument or Permitted Investment for monies held in the funds and accounts created and held hereunder, fees, charges and disbursements of attorneys, financial advisors, accounting firms, consultants and other professionals, fees and charges for preparation, execution and safekeeping of the Bonds and any other cost, charge or fee in connection with the original issuance of the Bonds and the execution and delivery of the Installment Sale Agreement.

"Costs of Issuance Fund" means the fund by that name established and held by the Trustee pursuant to Section 3.4.

"Depository" means DTC and its successors and assigns or if (a) the then Depository resigns from its functions as securities depository of the Bonds, or (b) the Authority discontinues use of the Depository pursuant to Section 2.12 hereof, any other securities depository which agrees to follow the procedures requested to be followed by a securities depository in connection with the Bonds and which is selected by the Authority with the consent of the Trustee.

"Depository Participant" means a member of, or participant in, the Depository.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Escrow Agent" means U.S. Bank National Association, acting as escrow agent under the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement, dated as of August 1, 2015, by and between the Escrow Agent and the Authority relating to the defeasance of the currently outstanding 2007 Bonds.

"Escrow Fund" means the Escrow Fund established under the Escrow Agreement and held by the Escrow Agent.

"Event of Default" means any of the events described in Section 8.1.

"Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Tax Code) and, otherwise, the term "fair market value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit the value of which is determined in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) the value of which is determined in accordance with applicable regulations under the Tax Code, (iii) the investment is a United States Treasury Security-State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is the Local Agency Investment Fund of the State of California, but only if at all times during which the investment is held its yield is reasonably expected to be equal to or greater than the yield on a reasonably comparable direct obligation of the United States.

"Federal Securities" means any of the following (which solely for purposes of Section 10.3(c) hereof are noncallable and nonprepayable) and which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein: cash, direct non-callable obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, to which direct obligation or guarantee the full faith and credit of the United States of America has been pledged, Refcorp interest strips, CATS, TIGRS, STRPS, or defeased municipal bonds rated AAA by S&P or Moody's (or any combination of the foregoing) shall be used to effect defeasance of the Bonds [unless the Insurer otherwise approves].

"Indenture" means this Indenture, as originally executed or as it may from time to time be supplemented, modified or amended by any Supplemental Indenture pursuant to the provisions hereof.

"Independent Accountant" means any accountant or firm of such accountants appointed and paid by the City or the Authority, and who, or each of whom (a) is in fact independent and not under domination of the City or the Authority; (b) does not have any substantial interest, direct or indirect, with the City or the Authority; and (c) is not connected with the City or the Authority as an officer or employee of the City or the Authority, but who may be regularly retained to make annual or other audits of the books of or reports to the City or the Authority.

"Information Services" means the Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board, at *www.emma.msrb.org*; provided, however, in accordance with the then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other services providing information with respect to called Bonds as the Authority may designate in writing to the Trustee.

"Installment Payments" means the payments required to be paid by the City pursuant to Section 4.4 of the Installment Sale Agreement, including all prepayments thereof.

"Installment Sale Agreement" means that certain Installment Sale Agreement by and between the Authority and the City, with respect to the sale of the Improvements, dated as of August 1, 2015, as originally executed and as it may from time to time be supplemented, modified or amended in accordance with the terms thereof and of this Indenture.

["Insurer" means [BOND INSURER], or any successor thereto or assignee thereof, as issuer of the Policy.]

"Interest Payment Date" means June 1 and December 1 in each year, beginning December 1, 2015, and continuing so long as any Bonds remain Outstanding.

"Maximum Annual Debt Service" means the largest of the sums obtained for any Bond Year after totaling the following for each such Bond Year:

A. The principal amount of all Outstanding Bonds maturing or required to be redeemed by mandatory sinking account redemption in such year; and

B. The interest which would be due during such year on the aggregate principal amount of Bonds which would be Outstanding in such year if the Bonds Outstanding on the date of such computation were to mature or be redeemed in accordance with the applicable maturity or mandatory sinking account redemption schedule. At the time and for the purpose of making such computation, the amount of Bonds already retired in advance of the above mentioned schedule or schedules shall be deducted pro rata from the remaining amounts thereon.

"Moody's" means Moody's Investors Service, its successors and assigns or, if such entity shall be dissolved, liquidated, or shall no longer perform the functions of a statistical rating organization, any other nationally recognized securities rating agency designated by the City, with the approval of the Authority, by notice to the Trustee.

"Nominee" means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant hereto.

"Office" means the corporate trust office of the Trustee in Los Angeles, California, or at such other or additional offices as may be specified in writing to the Authority and the City.

"Original Purchasers" means Stifel, Nicolaus & Company, Inc. and Williams Capital Group, as the original purchasers of the Bonds upon their delivery by the Trustee on the Closing Date.

"Outstanding", except as provided for in Section 7.2, when used as of any particular time with reference to Bonds, means all Bonds theretofore, or thereupon being, authenticated and delivered by the Trustee under this Indenture except: (a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (b) Bonds with respect to which all liability of the Authority shall have been

discharged in accordance with Section 10.3; and (c) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee pursuant to this Indenture.

"Owner", when used with respect to any Bond, means the person in whose name the ownership of such Bond shall be registered on the Registration Books.

"Permitted Investments" means [CONFIRM]

A. Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury, and CATS and TIGRS) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

B. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

1. U.S. Export-Import Bank (Eximbank)
Direct obligations or fully guaranteed certificates of beneficial ownership

2. Farmers Home Administration (FmHA)
Certificates of beneficial ownership

3. Federal Financing Bank

4. Federal Housing Administration Debentures (FHA)

5. General Services Administration
Participation certificates

6. Government National Mortgage Association (GNMA or "Ginnie Mae")
GNMA - guaranteed mortgage-backed bonds
GNMA - guaranteed pass-through obligations

7. U.S. Maritime Administration
Guaranteed Title XI financing

8. U.S. Department of Housing and Urban Development (HUD)
Project Notes
Local Authority Bonds
New Communities Debentures - U.S. government guaranteed debentures
U.S. Public Housing Notes and Bonds - U.S. government guaranteed public housing notes and bonds

C. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

1. Federal Home Loan Bank System
Senior debt obligations

2. Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac")
Participation Certificates
Senior debt obligations

3. Federal National Mortgage Association (FNMA or "Fannie Mae")
Mortgage-backed securities and senior debt obligations

4. Student Loan Marketing Association (SLMA or "Sallie Mae")
Senior debt obligations

5. Resolution Funding Corp. (REFCORP) obligations

6. Farm Credit System
Consolidated systemwide bonds and notes

D. Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of AAAm-G; AAA-m; or AA-m and if rated by Moody's rated Aaa, Aa1 or Aa2, including funds for which the Trustee, its parent holding company, if any, or any affiliates or subsidiaries of the Trustee or such holding company provides investment advisory or other management services.

E. Certificates of deposit secured at all times by collateral described in (A) and/or (B) above. Such certificates must be issued by commercial banks, savings and loan associations or mutual savings banks including the Trustee, its parent holding company and their affiliates. The collateral must be held by a third party and the bondholders must have a perfected first security interest in the collateral.

F. Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF, which may be from or with the Trustee, its parent holding company and their affiliates.

G. Investment Agreements, including GIC's, Forward Purchase Agreements and Reserve Fund Put Agreements, with providers rated, or guaranteed by guarantors rated, at the time of investment, in the top three categories (without regard to modifiers) by any two or more Rating Agencies.

H. Commercial paper rated, at the time of purchase, "Prime - 1" by Moody's and "A-1" or better by S&P.

I. Bonds or notes issued by any state or municipality which are rated by Moody's and S&P in one of the two highest rating categories (without regard to modifiers) assigned by such agencies.

J. Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of "Prime - 1" or "A3" or better by Moody's and "A-1" or "A" or better by S&P including the Trustee, its parent holding company and their affiliates.

K. Repurchase Agreements which satisfy the following criteria:

Repurchase Agreements provide for the transfer of securities from a dealer bank, financial entity or securities firm (seller/borrower) to the City (buyer/lender) or the Trustee or a third party custodial agent, and the transfer of cash from the City to the dealer bank, financial entity or securities firm with an agreement that the dealer bank, financial entity or securities firm will repay the cash plus a yield to the City in exchange for the securities at a specified date.

1. Repos must be between the municipal entity and a dealer bank or securities firm or other financial entity

   a. Primary dealers on the Federal Reserve reporting dealer list which are rated at the time of investment in the top three rating categories (without regard to modifiers) by two or more Rating Agencies, or

   b. Banks rated at the time of investment in the top three rating categories (without regard to modifiers) by two or more Rating Agencies, or

   c. Financial Entities rated at the time of investment in the top three rating categories (without regard to modifiers) by two or more Rating Agencies.

2. The written repo contract must include the following:

   a. Securities which are acceptable for transfer are those securities listed in (A), (B) and (C) above.

   b. The term of the repo may be up to 30 days, or greater than 30 days if subject to put or redemption at par to pay project/construction costs and/or debt service on the Bonds.

   c. The collateral must be delivered to the municipal entity, trustee or third party acting as agent for the trustee before/simultaneous with payment (perfection by possession of certificated securities).

   d. Valuation of Collateral

      (I) The securities must be valued weekly, marked-to-market at current market price plus accrued interest

         (a) The value of collateral must be equal to at least 104% of the amount of cash transferred by the municipal entity to the dealer bank or security firm or financial entity under the repo plus accrued interest. If the value of securities held as collateral slips below 104% of the value of the cash transferred by municipality, then additional cash and/or acceptable securities must be transferred. If, however, the securities used as collateral are any of those listed in (C) above, then the value of collateral must equal 105%.

L. U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks (including the Trustee and its affiliates) which have a rating on their short-term certificates of deposit on the date of purchase of "P-1" by Moody's and "A-1+" by S&P and maturing no more than 360 days after the date of purchase, provided that ratings on holding companies are not considered as the rating of the bank.

M. Local Agency Investment Fund of the State of California ("LAIF"), created pursuant to Section 16429.1 of the California Government Code.

N. The County Treasurer's Investment Pool so long as such Pool is rated AA- or better by S&P or Fitch or Aa3 or better by Moody's.

["Policy" means the policy of municipal bond insurance policy securing the payment of the principal of and interest on the Bonds, when due for payment.]

"Prior Trustee" means U.S. Bank National Association, as trustee under the Indenture of Trust, dated as of June 1, 2007, as amended by Amendment No.1 to Indenture of Trust, dated June 8, 2010 pertaining to the 2007 Bonds.

"Qualified Reserve Fund Credit Instrument" means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Trustee pursuant to Section 3.3(d) provided that all of the following requirements are met: (i) the long-term credit rating of such bank or insurance company at the time of delivery of such letter of credit or surety bond is rated in one of the two highest rating categories by Moody's or S&P; (ii) such letter of credit or surety bond has a term of at least twelve (12) months; (iii) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement with respect to which funds are proposed to be released pursuant to Section 3.3(d); and (iv) the Trustee is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the amounts available to repay the principal of and interest on the Bonds.

"Record Date" means, with respect to any Interest Payment Date, the fifteenth (15th) calendar day of the month preceding such Interest Payment Date.

"Redemption Fund" means the fund by that name established and held by the Trustee pursuant to Section 4.2(c).

"Registration Books" means the books maintained by the Trustee pursuant to Section 2.7 for the registration and transfer of ownership of the Bonds.

"Reserve Fund" means the fund by that name established and held by the Trustee pursuant to Section 3.3.

"Reserve Requirement" means, as of any date of calculation by the City, the least of (i) ten percent (10%) of the proceeds (within the meaning of section 148 of the Tax Code) of the Bonds; (ii) 125% of average Annual Debt Service as of the date of issuance of the Bonds; or (iii) the Maximum Annual Debt Service for that and any subsequent year.

"Responsible Officer" means any Vice President, Assistant Vice President or Trust Officer or any other officer of the Trustee having regular responsibility for corporate trust matters related to this Indenture.

"Revenue Fund" means the fund by that name established and held by the Trustee pursuant to Section 4.2.

"Revenues" means (a) all amounts received by the Authority or the Trustee pursuant or with respect to the Installment Sale Agreement, including, without limiting the generality of the foregoing, all of the Installment Payments (including both timely and delinquent payments, any late charges, and whether paid from any source), prepayments, insurance proceeds, and condemnation proceeds, but excluding any Additional Payments; (b) all moneys and amounts held in the funds and accounts established hereunder; and (c) investment income with respect to any moneys held by the Trustee hereunder.

"S&P" means Standard & Poor's Rating Services, a Standard & Poor's Financial Services LLC business, its successors and assigns or, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a statistical rating organization, any other nationally recognized securities rating agency designated by the Authority.

"Securities Depositories" means The Depository Trust Company, 55 Water Street, 50th Floor, New York, N.Y. 10041-0099 Attn. Call Notification Department, Fax (212) 855-7232; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the Authority may designate in a Written Request of the Authority delivered to the Trustee.

"State" means the State of California.

"Supplemental Indenture" means any indenture, agreement, resolution or other instrument hereafter duly adopted or executed in accordance with the provisions of Section 7.1 of this Indenture.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bond, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Tax Code.

"Tax Regulations" means temporary and permanent regulations promulgated under or with respect to Section 103 of the Tax Code.

"Trustee" means U.S. Bank National Association, appointed by the Authority to act as trustee hereunder pursuant to Section 6.1, and its assigns or any other corporation or association which may at any time be substituted in its place, as provided in Section 6.1.

"Written Certificate", "Written Request" and "Written Requisition" of the Authority or the City mean, respectively, a written certificate, request or requisition signed in the name of the Authority or the City by its Authorized Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

**SECTION 1.2 Rules of Construction.** All references in this Indenture to "Articles," "Sections," and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

**SECTION 1.3 Equal Security.** In consideration of the acceptance of the Bonds by the Owners thereof, this Indenture shall be deemed to be and shall constitute a contract among the Authority, the City, the Trustee and the Owners from time to time of the Bonds; and the covenants and agreements herein set forth to be performed on behalf of the Authority shall be for the equal and proportionate benefit, security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the others by reason of the number or date thereof or the time of sale, execution or delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

## ARTICLE II

## AUTHORIZATION AND ISSUANCE OF BONDS

**SECTION 2.1 Authorization of Bonds.** The Authority has reviewed all proceedings heretofore taken relative to the authorization of the Bonds and has found, as a result of such review, and hereby finds and determines that, as of the date of issuance of the Bonds, all things, conditions, and acts required by law to exist, happen and be performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Authority is now authorized, pursuant to the Bond Law and each and every requirement of law, to issue the Bonds in the manner and form provided in this Indenture. Accordingly, the Authority hereby authorizes the issuance of the Bonds pursuant to the Bond Law and this Indenture.

**SECTION 2.2 Terms of Bonds.** The Bonds authorized to be issued by the Authority under and subject to the Bond Law and the terms of this Indenture shall be designated the "City of Banning Financing Authority Refunding Revenue Bonds (Electric System Project) Series 2015", and shall be issued in the original principal amount of _____ Dollars ($[_____]).

The Bonds shall be issued in fully registered form without coupons in denominations of $5,000 or any integral multiple thereof, so long as no Bond shall have more than one maturity date. The Bonds shall be dated the Closing Date, shall mature on June 1 in each of the years and in the amounts, and shall bear interest at the rates, as follows:

| Maturity Date (June 1) | Principal Amount | Interest Rate Per Annum |
|---|---|---|

Interest on the Bonds shall be payable semiannually calculated based on a 360-day year of twelve (12) thirty-day months on each Interest Payment Date to the person whose name appears on the Registration Books as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by check of the Trustee mailed on the Interest Payment Date by first class mail to the Owner at the address of such Owner as its appears on the Registration Books; provided however, that payment of interest will be made by wire transfer in immediately available funds to an account at a financial institution in the United States of America to any Owner of Bonds in the aggregate principal amount of $1,000,000 or more who shall furnish written wire instructions to the Trustee before the applicable Record Date. Any such written request shall remain in effect until rescinded in writing by the Owner. Principal of any Bond and any premium upon redemption shall be paid by check of the Trustee upon presentation and surrender thereof at the Office of the Trustee. Principal of and interest and premium (if any) on the Bonds shall be payable in lawful money of the United States of America.

Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) unless it is authenticated on or before the first Record Date, in which event it shall bear interest from the Closing Date; provided, however, that if, as of the date of authentication of any Bond, interest thereon is in default, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

**SECTION 2.3 Redemption of Bonds.**

(a) Special Mandatory Redemption. The Bonds shall be subject to special mandatory redemption as a whole or in part, on any date, from proceeds of an eminent domain award or proceeds of casualty insurance not used to repair or rebuild the Electric System, which proceeds may be used for such purpose pursuant to Sections 5.4 or 5.6 of the Installment Sale Agreement, at a redemption price equal to the principal amount of the Bonds to be redeemed plus interest accrued thereon to the date fixed for redemption, without premium.

(b) Redemption from Prepayments of Installment Payments. The Bonds maturing on or before June 1, 2025 shall not be subject to optional redemption prior to maturity. The Bonds maturing on or after June 1, 2026 shall be subject to redemption prior to their respective maturity dates, at the option of the Authority, by lot within a maturity on any date on or after June 1, 2025, from prepayment of Installment Payments made at the option of the City at the redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

(c) Mandatory Sinking Fund Redemption. The Bonds maturing on June 1, 20__ and June 1, 20__ are also subject to redemption prior to their respective stated maturities, on any June 1 on or after June 1, 20__ and June 1, 20__, respectively, in part by lot, from mandatory sinking account payments at a redemption price equal to the principal amount thereof, plus accrued interest, if any, to the redemption date, without premium, as set forth below in the aggregate respective principal amounts and on the respective dates as set forth in the following tables; provided, however, that if some but not all of such Bonds have been redeemed pursuant to optional or special mandatory redemption provisions of the Indenture, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of such Bonds so redeemed, to be allocated among such sinking fund payments on a pro rata basis in integral multiples of $5,000. The City shall provide the Trustee with a revised sinking fund schedule.

**Schedule of Mandatory Sinking Fund Redemptions**
**Term Bonds Maturing June 1, 20__**

| Redemption Date (June 1) | Principal Amount |
|---|---|
| (maturity) | |

**Schedule of Mandatory Sinking Fund Redemptions**
**Term Bonds Maturing June 1, 20__**

| Redemption Date (June 1) | Principal Amount |
|---|---|
| (maturity) | |

(d) Notice of Redemption. The Trustee on behalf and at the expense of the Authority shall mail (by first-class mail, postage prepaid) notice of any redemption to: (i) the respective Owners of any Bonds designated for redemption, at least twenty (20) but not more than sixty (60) days prior to the redemption date, at their respective addresses appearing on the Registration Books, and (ii) the Securities Depositories and to one or more Information Services, at least thirty (20) but not more than sixty (60) days prior to the redemption date; provided, however, that neither failure to receive any such notice so mailed nor any defect therein shall affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon. In addition to mailed notice, the notice to the Securities Depositories and Information Services shall be given by telephonically confirmed facsimile transmission or overnight delivery service or by such other means approved by such institutions. Such notice shall state the date of the notice, the redemption date, the redemption place and the redemption price and shall designate the CUSIP numbers, the bond numbers and the maturity or maturities (in the event of redemption of all of the Bonds of such maturity or maturities in whole) of the Bonds to be redeemed, and shall require that such Bonds be then surrendered at the Office of the Trustee for redemption at the redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date.

Any notice given pursuant to this paragraph may be rescinded by Written Certificates given to the Trustee by the Authority and the Trustee shall provide notice of such rescission as soon thereafter as practicable in the same manner, and to the same recipients, as notice of such redemption was given pursuant to this Section, but in no event later than the date set for redemption.

(e) Selection of Bonds for Redemption. Whenever provision is made in the foregoing subsection (a) or (b) of this Section for the redemption of Bonds of more than one maturity, the Bonds to be redeemed shall be selected in inverse order of maturity or, at the election of the Authority evidenced by a Written Request of the Authority filed with the Trustee at least sixty (60) days prior to the date of redemption, on a pro rata basis among maturities (provided that, in any event, the principal and interest due on the Bonds Outstanding following such redemption shall be equal in time and amount to the unpaid

payments due under the Installment Sale Agreement); and in each case, the Trustee shall select the Bonds to be redeemed within any maturity by lot in any manner which the Trustee in its sole discretion shall deem appropriate. For purposes of such selection, all Bonds shall be deemed to be comprised of separate $5,000 portions and such portions shall be treated as separate Bonds which may be separately redeemed.

(f) Partial Redemption of Bonds. In the event only a portion of any Bond is called for redemption, then upon surrender of such Bond the Authority shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Authority, a new Bond or Bonds of the same series and maturity date, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond to be redeemed.

(g) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of and interest (and premium, if any) on the Bonds so called for redemption shall have been duly provided, such Bonds so called shall cease to be entitled to any benefit under this Indenture other than the right to receive payment of the redemption price, and no interest shall accrue thereon from and after the redemption date specified in such notice. All Bonds redeemed pursuant to this Section shall be canceled and shall be destroyed by the Trustee.

**SECTION 2.4 Form of Bonds.** The Bonds, the form of Trustee's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the respective forms set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

**SECTION 2.5 Execution of Bonds.** The Bonds shall be signed in the name and on behalf of the Authority with the manual or facsimile signature of its President and attested by the manual or facsimile signature of its Secretary. The Bonds shall then be delivered to the Trustee for authentication by it. In case any officer who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been authenticated or delivered by the Trustee or issued by the Authority, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Authority as though the individual who signed the same had continued to be such officer of the Authority. Also, any Bond may be signed on behalf of the Authority by any individual who on the actual date of the execution of such Bond shall be the proper officer although on the nominal date of such Bond such individual shall not have been such officer.

Only those Bonds that bear thereon a certificate of authentication in substantially the form set forth in Exhibit A, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

**SECTION 2.6 Transfer and Exchange of Bonds.**

(a) Transfer of Bonds. The registration of any Bond may, in accordance with its terms, be transferred upon the Registration Books by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Office of the Trustee, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. Whenever any Bond or Bonds shall be surrendered for registration of transfer, the Trustee shall execute and deliver a new Bond or Bonds of the same maturity, interest rate and aggregate principal amount, in any authorized denominations. The Authority shall pay all costs of the Trustee incurred in connection with any such transfer, except that the Trustee may require the payment by the Bond Owner of any tax or other governmental charge required to be paid with respect to such transfer.

(b) Exchange of Bonds. Bonds may be exchanged at the Office of the Trustee, for a like aggregate principal amount of Bonds of other authorized denominations of the same interest rate and maturity. The Authority shall pay all costs of the Trustee incurred in connection with any such exchange, except that the Trustee may require the payment by the Bond Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

(c) Limitations on Transfer or Exchange. The Trustee may refuse to transfer or exchange either (i) any Bond during the period established by the Trustee for the selection of Bonds for redemption pursuant to Section 2.3, or (ii) the portion of any Bond which the Trustee has selected for redemption pursuant to the provisions of Section 2.3.

**SECTION 2.7 Registration Books.** The Trustee will keep or cause to be kept, at its Office, sufficient records for the registration and transfer of the Bonds, which shall at all times during normal business hours, and upon reasonable notice, be open to inspection by the City and the Authority; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on the Registration Books, Bonds as hereinbefore provided.

**SECTION 2.8 Issuance in Temporary Form.** The Bonds may be issued initially in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the Authority and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Authority and be registered and authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Bonds. If the Authority issues temporary Bonds, it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds may be surrendered, for cancellation, in exchange therefor at the Office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Indenture as definitive Bonds authenticated and delivered hereunder.

**SECTION 2.9 Bonds Mutilated, Lost, Destroyed or Stolen.** If any Bond shall become mutilated, the Authority, at the expense of the Owner of said Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like series, tenor and authorized denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it and delivered to, or upon the order of, the Authority. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence be satisfactory to the Trustee and indemnity for the Authority and the Trustee satisfactory to the Trustee shall be given, the Authority, at the expense of the Bond Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like series and tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Trustee may pay the same without surrender thereof upon receipt of indemnity for the Authority and the Trustee satisfactory to the Trustee). The Authority may require payment of a reasonable fee for each new Bond issued under this Section and of the expenses which may be incurred by the Authority and the Trustee. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original contractual obligation on the part of the Authority whether or not the Bond alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture wish all other Bonds secured by this Indenture.

**SECTION 2.10 Book-Entry System; Limited Obligation.** The Bonds shall be initially executed, authenticated and delivered in the form of a separate single fully registered Bond (which may be typewritten) for each of the maturities of the Bonds. Upon initial execution, authentication and delivery, the ownership of each such global Bond shall be registered in the Bond Register in the name of the Nominee as nominee of the Depository. Except as provided in Section 2.12 hereof, all of the Outstanding Bonds shall be registered in the Bond Register kept by the Trustee in the name of the Nominee and the Bonds may be transferred, in whole but not in part, only to the Depository, to a successor Depository or to another nominee of the Depository or of a successor Depository. Each global Bond shall bear a legend substantially to the following effect: "UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE INDENTURE OF TRUST) TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN."

With respect to Bonds registered in the Bond Register in the name of the Nominee, the Authority and the Trustee shall have no responsibility or obligation to any Depository Participant or to any person on behalf of which such a Depository Participant holds a beneficial interest in the Bonds. Without limiting the immediately preceding sentence, the Authority and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Nominee or any Depository Participant with respect to any beneficial ownership interest in the Bonds, (b) the delivery to any Depository Participant, beneficial owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any Redemption Notice, (c) the selection by the Depository and the Depository Participants of the beneficial interests in the Bonds to be redeemed in part, or (d) the payment to any Depository Participant, beneficial owner or any other person, other than the Depository, of any amount with respect to principal of, interest on, or premium, if any, of the Bonds. The Authority and the Trustee may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute Owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on, the Bond, for the purpose of giving Redemption Notices with respect to the Bonds and other notices with respect to the Bonds, and for all other purposes whatsoever, including, without limitation, registering transfers with respect to the Bonds.

The Trustee shall pay all principal of, premium, if any, and interest on, the Bonds only to or upon the order of the respective Bond Owners, as shown in the Bond Register kept by the Trustee, or their respective attorneys duly authorized in writing, and all such payments shall be valid hereunder with respect to payment of principal of, premium, if any, and interest on, the Bonds to the extent of the sum or sums so paid. No person other than a Bond Owner, as shown in the Bond Register, shall receive a Bond evidencing the obligation to make payments of principal of, premium, if any, and interest on, such Bond pursuant to this Indenture. Upon delivery by the Depository to the Trustee and the Authority of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Indenture shall refer to such new nominee of the Depository.

**SECTION 2.11 Representation Letter.** In order to qualify the Bonds for the Depository's book-entry system, the Authorized Representative is hereby authorized to execute, countersign and deliver on behalf of the Authority to such Depository a letter from the Authority representing such matters as shall be necessary to so qualify the Bonds (the "Representation Letter"). The execution and delivery of

the Representation Letter shall not in any way limit the provisions of Section 2.10 hereof or in any other way impose upon the Authority or the City any obligation whatsoever with respect to persons having beneficial interests in the Bonds other than the Owners, as shown in the Bond Register kept by the Trustee. In the written acceptance by the Trustee of the Representation Letter, the Trustee shall agree, and hereby agrees, to take all actions necessary for all representations of the Trustee in the Representation Letter with respect to the Trustee to at all times be complied with. In addition to the execution and delivery of the Representation Letter, the Authority Representative and all other officers of the Authority, and their respective deputies and designees, each is hereby authorized to take any other actions, not inconsistent with this Indenture, to qualify the Bonds for the Depository's book-entry program.

**SECTION 2.12 Transfers Outside Book-Entry System.** If at any time the Depository notifies the Authority that it is unwilling or unable to continue as Depository with respect to the Bonds or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Depository is not appointed by the Authority within 90 days after the Authority receives notice or becomes aware of such condition, as the case may be, Section 2.10 hereof shall no longer be applicable and the Authority shall execute and the Trustee shall authenticate and deliver bonds representing the Bonds as provided below. In addition, the Authority may determine at any time that the Bonds shall no longer be represented by global bonds and that the provisions of Section 2.10 hereof shall no longer apply to the Bonds. In any such event the Authority shall execute and the Trustee shall authenticate and deliver bonds representing the Bonds as provided below. Bonds executed, authenticated and delivered in exchange for global bonds pursuant to this Section 2.12 shall be registered in such names and delivered in such Authorized Denominations as the Depository, pursuant to instructions from the Depository Participants or otherwise, shall instruct the Authority and the Trustee. The Trustee shall deliver such bonds representing the Bonds to the persons in whose names such Bonds are so registered.

If the Authority determines to replace the Depository with another qualified securities depository, the Authority shall prepare or cause to be prepared a new fully-registered global bond for each of the maturities of the Bonds, registered in the name of such successor or substitute securities depository or its nominee, or make such other arrangements as are acceptable to the Authority, the Trustee and such securities depository and not inconsistent with the terms of this Indenture.

**SECTION 2.13 Payments and Notices to the Nominee.** Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of the Nominee, all payments of principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.

**SECTION 2.14 Initial Depository and Nominee.** The initial Depository under this Indenture shall be DTC. The initial Nominee shall be Cede & Co., as nominee of DTC.

## ARTICLE III

## ISSUANCE OF BONDS AND APPLICATION OF PROCEEDS

**SECTION 3.1 Issuance of Bonds.** Upon the execution and delivery of this Indenture, the Authority shall execute and deliver Bonds in the aggregate principal amount of _____ Dollars ($[_____]), and shall deliver the Bonds to the Trustee for authentication and delivery to the Original Purchasers upon the Written Request of the Authority.

**SECTION 3.2 Application of Proceeds and Other Moneys.** Upon the receipt of payment for the Bonds on the Closing Date, the Trustee shall deposit the full amount thereof as follows:

(a) The Trustee shall deposit into the Costs of Issuance Fund the amount of $[_____].

(b) The Trustee shall deposit into the Acquisition and Construction Fund the amount of $[_____].

(c) The Trustee shall transfer to the Escrow Agent for deposit into Escrow Fund the amount of $_____, representing the amount, together with the amount deposited therein from certain other funds and accounts held by the Prior Trustee, necessary to refund the 2007 Bonds.

(d) The Trustee shall deposit into the Reserve Fund the amount of $[_____] equaling the Reserve Requirement.

(e) [The Trustee shall deposit into the Bond Service Fund the amount of $[_____] representing capitalized interest on the Bonds.]

The Trustee may, in its discretion, establish a temporary fund or account in its books and records to facilitate such deposits.

**SECTION 3.3 Reserve Fund.** (a) There is hereby created a separate fund to be known as the "Reserve Fund", which shall be held in trust by the Trustee. An amount equal to the Reserve Requirement shall be maintained in the Reserve Fund at all times, subject to the provisions of Section 4.2(b), and any deficiency therein shall be replenished from the first available Revenues pursuant to Section 4.2(b).

(b) Moneys in the Reserve Fund shall be used solely for the purpose of paying the principal of and interest on the Bonds, including the redemption price of the Bonds coming due and payable by operation of mandatory sinking fund redemption pursuant to Section 2.3(c), in the event that the moneys in the Bond Service Fund are insufficient therefor. In the event that the amount on deposit in the Bond Service Fund on any date is insufficient to enable the Trustee to pay in full the aggregate amount of principal of and interest on the Bonds coming due and payable, including the redemption price of the Bonds coming due and payable by operation of mandatory sinking fund redemption pursuant to Section 2.3(c), the Trustee shall withdraw the amount of such insufficiency from the Reserve Fund and transfer such amount to the Bond Service Fund.

(c) In the event that the amount on deposit in the Reserve Fund exceeds the Reserve Requirement on the fifteenth (15th) calendar day of the month preceding any Interest Payment Date, the amount of such excess shall be withdrawn therefrom by the Trustee and transferred to the Bond Service Fund and credited against the Installment Payment or Installment Payments next due from the City.

(d) The Authority may fund all or a portion of the Reserve Requirement with one or more Qualified Reserve Fund Credit Instruments. Upon deposit of any Qualified Reserve Fund Credit Instrument with the Trustee, the Trustee shall transfer any excess amounts then on deposit in the Reserve Fund into a segregated account of the Bond Service Fund, which monies shall be applied at the written direction of the Authority either (i) to the payment within one year of the date of transfer of capital expenditures of the Authority permitted by law, or (ii) to the redemption of Bonds on the earliest succeeding date on which such redemption is permitted hereby, and pending such application shall be held either not invested in investment property (as defined in section 148(b) of the Tax Code), or invested in such property to produce a yield that is not in excess of the yield on the Bonds; provided, however, that

the Authority may by written direction to the Trustee cause an alternative use of such amounts if the Authority shall first have obtained a written opinion of nationally recognized bond counsel substantially to the effect that such alternative use will not adversely affect the exclusion pursuant to section 103 of the Tax Code of interest on the Bonds from the gross income of the owners thereof for federal income tax purposes.

In any case where the Reserve Fund is funded with a combination of cash and a Qualified Reserve Fund Credit Instrument, the Trustee shall deplete all cash balances before drawing on the Qualified Reserve Fund Credit Instrument. With regard to replenishment, any available moneys provided by the Authority shall be used first to reinstate the Qualified Reserve Fund Credit Instrument and second, to replenish the cash in the Reserve Fund. In the event the Qualified Reserve Fund Credit Instrument is drawn upon, the Authority shall make payment of interest on amounts advanced under the Qualified Reserve Fund Credit Instrument after making any payments pursuant to subsection (a) of Section 4.2.

**SECTION 3.4 Costs of Issuance Fund.** The Trustee shall establish, maintain and hold in trust a separate fund to be known as the "Costs of Issuance Fund". Except as otherwise provided herein, moneys in the Costs of Issuance Fund shall be used solely for the payment of the Costs of Issuance. The Trustee shall disburse moneys in the Costs of Issuance Fund from time to time to pay Costs of Issuance (or to reimburse the Authority for payment of Costs of Issuance) upon receipt by the Trustee of a Written Request of the Authority, substantially in the form of the first such request delivered by the Authority to the Trustee on the Closing Date, which: (a) states with respect to each disbursement to be made (i) the requisition number, (ii) the name and address of the person, firm or corporation to whom payment will be made, (iii) the amount to be disbursed, (iv) that each obligation mentioned therein is a proper charge against the Costs of Issuance Fund and has not previously been disbursed by the Trustee from amounts in the Costs of Issuance Fund, and (v) that the amount of such disbursement is for payment of Costs of Issuance incurred and payable by the Authority; (b) specifies in reasonable detail the nature of the obligation; and (c) is accompanied by a bill or statement of account (if any) for each obligation. Upon the earlier of 180 days from the Closing Date or the filing with the Trustee of a Written Certificate of the Authority stating that all Costs of Issuance have been paid, the Trustee shall withdraw all amounts then on deposit in the Costs of Issuance Fund and transfer such amounts to the Bond Service Fund.

**SECTION 3.5 Acquisition and Construction Fund.** The Trustee shall establish, maintain and hold in trust a separate fund to be known as the "Acquisition and Construction Fund." Except as otherwise provided herein, moneys in the Acquisition and Construction Fund shall be used solely for the payment of Acquisition and Construction Costs, as defined in the Installment Sale Agreement. Before any payment from the Acquisition and Construction Fund shall be made, the City shall file or cause to be filed with the Trustee, a Requisition of the City which shall be substantially in the form attached hereto as Exhibit B. The Trustee shall be entitled to rely on the representations of the City contained in such Requisition and shall not be required to independently verify the contents of such Requisition.

Within five (5) Business Days following receipt of each such Requisition, the Trustee shall pay the amount set forth in such Requisition as directed by the terms thereof out of the Acquisition and Construction Fund. Upon the Written Request of the City accompanied by a Written Certificate of the City stating that all Acquisition and Construction Costs have been paid or provision made for their payment, any unexpended moneys in the Acquisition and Construction Fund may be used to pay the costs associated with any other improvements to the Electric System, provided that in the opinion of Bond Counsel such use of the proceeds of the Bonds shall not adversely affect the exclusion of interest on the Bonds from gross income of the owners thereof. Any unexpended moneys in the Acquisition and Construction Fund subsequent to the payment of all Acquisition and Construction Cost which are not used to pay the cost of other improvements to the Electric System shall be transferred to the Bond Service Fund upon receipt by the Trustee of a Written Request of the City accompanied by a Written Certificate

of the City stating that all Acquisition and Construction Costs have been paid or provision made for their payment.

**SECTION 3.6 Validity of Bonds.** The validity of the authorization and issuance of the Bonds shall not be affected in any way by any proceedings taken by the Authority or the Trustee with respect to or in connection with the Installment Sale Agreement and the recital contained in the Bonds that the same are issued pursuant to the Bond Law shall be conclusive evidence of their validity and of the regularity of their issuance.

## ARTICLE IV

## REVENUES; FLOW OF FUNDS

**SECTION 4.1 Assignment of Revenues.** The Authority hereby assigns to the Trustee, on behalf of the Owners, all of the Authority's right, title and interest to and in the Revenues and all of the right, title and interest of the Authority in the Installment Sale Agreement (other than the rights of the Authority under Sections 4.10, 6.3 and 8.4 thereof). Subject to Section 4.3, all Revenues the Trustee collects and receives shall be applied to the payment of principal of and interest and premium (if any) on the Bonds equally, without priority for series, issue, number or date, in accordance with the terms hereof. So long as any of the Bonds are Outstanding, the Revenues and such moneys shall not be used for any other purpose; except that a portion of the Revenues may be used for purposes as expressly permitted by Section 4.2 hereof.

The assignment under this section to the Trustee is solely in the Trustee's capacity as Trustee under this Indenture and the duties, powers and liabilities of the Trustee in acting pursuant to such assignment shall be subject to the provisions of this Indenture, including, without limitation, the provisions of Article VI hereof. The Trustee shall not be responsible for any representations, warranties, covenants or obligations of the Authority.

**SECTION 4.2 Receipt, Deposit and Application of Revenues.** Except as provided in Section 4.3 hereof with regard to the deposit of earnings on investments, all of the Revenues shall be deposited by the Trustee immediately upon receipt in the Revenue Fund (which the Trustee shall establish and hold in trust hereunder) or as otherwise instructed by the City. Amounts in the Revenue Fund shall be applied solely for the uses and purposes set forth herein. The Trustee shall withdraw amounts on deposit in the Revenue Fund and apply such amounts at the times and for the purposes, and in the priority, as follows:

(a) Bond Service Fund. On or before the fifteenth (15th) calendar day of the month preceding each Interest Payment Date, so long as any Bonds remain Outstanding hereunder, the Trustee shall withdraw from the Revenue Fund and deposit into the Bond Service Fund (which the Trustee shall establish and hold in trust hereunder) an amount which, together with other available amounts then on deposit in the Bond Service Fund, is at least equal to the sum of (i) the aggregate amount of principal of and interest coming due and payable on the Bonds on such Interest Payment Date, and (ii) the redemption price of the Term Bonds coming due and payable on such Interest Payment Date by operation of mandatory sinking fund redemption pursuant to Section 2.3(c).

Amounts in the Bond Service Fund shall be applied by the Trustee solely for the purpose of paying the principal of and interest on the Outstanding Bonds when and as such principal and interest becomes due and payable (including accrued interest on any Bonds purchased or redeemed pursuant hereto), and for the purpose of paying the principal of the Term Bonds at the maturity thereof or upon the mandatory sinking fund redemption thereof pursuant to Section 2.3(c).

If after all of the Bonds have been paid or deemed to have been paid, there are moneys remaining in the Bond Service Fund, such moneys shall be transferred by the Trustee to the City, after the payment of any outstanding fees and expenses of the Trustee.

(b) Reserve Fund. In the event that the amount on deposit in the Reserve Fund at any time falls below the Reserve Requirement, the Trustee shall promptly notify the City and the Authority of such fact and the Trustee shall promptly (i) withdraw the amount of such insufficiency from available Revenues on deposit in the Revenue Fund, and (ii) transfer such amount to the Reserve Fund. No deposit need be made in the Reserve Fund so long as the balance therein at least equals the Reserve Requirement.

(c) Redemption Fund. The Trustee shall deposit into the Redemption Fund all amounts required to redeem any Bonds which are subject to redemption pursuant to Sections 2.3(a) and (b) when and as such amounts become available. Amounts in the Redemption Fund shall be applied by the Trustee solely for the purpose of paying the redemption price of Bonds to be redeemed pursuant to Sections 2.3(a) and (b). Following any redemption of all of the Bonds, any moneys remaining in the Redemption Fund shall be transferred by the Trustee to the City.

**SECTION 4.3 Investments.** All moneys in any of the funds or accounts established with the Trustee pursuant to this Indenture shall be invested by the Trustee solely in Permitted Investments, as directed pursuant to the Written Request of the City filed with the Trustee at least two (2) Business Days in advance of the making of such investments. In the absence of any such directions from the City, the Trustee shall invest any such moneys in Permitted Investments described in paragraph [(D) or paragraph (F)] of the definition thereof. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made; except that all interest or gain derived from the investment of amounts in the Reserve Fund shall be deposited in the Bond Service Fund to the extent not required to maintain the Reserve Requirement on deposit in the Reserve Fund. For purposes of acquiring any investments hereunder, the Trustee may commingle funds held by it hereunder. The Trustee may act as sponsor, principal or agent in the acquisition or disposition of any investment. The Trustee shall incur no liability for losses arising from any investments made pursuant to this Section.

The Trustee may sell, or present for prepayment, any Permitted Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited, and the Trustee shall not be liable or responsible for any loss resulting from any such Permitted Investment.

The Authority (and the City by its execution of the Installment Sale Agreement) acknowledge that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority or the City the right to receive brokerage confirmations of security transactions as they occur, the Authority and the City specifically waive receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Authority and the City periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

**SECTION 4.4 Acquisition, Disposition and Valuation of Investments.**

(a) Except as otherwise provided in subsection (b) of this Section, all investments of amounts deposited in any fund or account created by or pursuant to this Indenture, or otherwise containing gross proceeds of the Bonds (within the meaning of section 148 of the Tax Code) shall be acquired and disposed of (as of the date that valuation is required by this Indenture or the Tax Code) at Fair Market Value, provided the Trustee is not responsible to determine Fair Market Value.

(b) Except as required pursuant to Section 5.7 hereof, the value of the investments held pursuant to this Indenture shall be determined as follows: "Value", which shall be determined as of the end of each month, means that the value of any investments shall be calculated as follows: (a) as to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if not there, then in The New York Times); the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination; (b) as to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal or The New York Times; the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Trustee in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service; (c) as to certificates of deposit and bankers acceptances; the face amount thereof, plus accrued interest; and (d) as to any investment not specified above; the value thereof established by prior agreement between the Authority and the Trustee.

Notwithstanding anything to the contrary herein, in making any valuations of investments hereunder, the Trustee may utilize computerized securities pricing services that may be available to it, including those available through its regular accounting system and rely thereon.

## ARTICLE V

## COVENANTS OF THE AUTHORITY; SPECIAL TAX COVENANTS

**SECTION 5.1 Punctual Payment; Compliance With Documents.** The Authority shall punctually pay or cause to be paid the interest and principal to become due with respect to all of the Bonds in strict conformity with the terms of the Bonds and of this Indenture, and will faithfully observe and perform all of the conditions, covenants and requirements of this Indenture and all Supplemental Indentures.

**SECTION 5.2 Extension of Payment of Bonds.** The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest thereon which shall not have been so extended. Nothing in this Section 5.2 shall be deemed to limit the right of the Authority to issue bonds for the purpose of refunding any Outstanding Bonds, and such issuance shall not be deemed to constitute an extension of maturity of the Bonds.

**SECTION 5.3 Against Encumbrances.** The Authority shall not create, or permit the creation of, any pledge, lien, charge or other encumbrance upon the Revenues and other assets pledged or assigned under this Indenture while any of the Bonds are Outstanding, except the pledge and assignment created by this Indenture. Subject to this limitation, the Authority expressly reserves the right to enter into one or more other indentures for any of its corporate purposes, and reserves the right to issue other obligations for such purposes.

**SECTION 5.4 Power to Issue Bonds and Make Pledge and Assignment.** The Authority is duly authorized pursuant to law to issue the Bonds and to enter into this Indenture and to pledge and assign the Revenues and other assets purported to be pledged and assigned, respectively, under this Indenture in the manner and to the extent provided in this Indenture. The Bonds and the provisions of this Indenture are and will be the legal, valid and binding special obligations of the Authority in

accordance with their terms, and the Authority and the Trustee shall at all times, subject to the provisions of Article VI and to the extent permitted by law, defend, preserve and protect said pledge and assignment of Revenues and other assets and all the rights of the Bond Owners under this Indenture against all claims and demands of all persons whomsoever.

**SECTION 5.5 Accounting Records and Financial Statements.** The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with corporate trust industry standards, in which complete and accurate entries shall be made of all transactions made by it relating to the proceeds of Bonds, the Revenues, the Installment Sale Agreement, and all funds and accounts held by the Trustee under this Indenture. Such books of record and account shall be available for inspection by the Authority and the City, during business hours and under reasonable circumstances.

**SECTION 5.6 No Additional Obligations.** The Authority covenants that no additional bonds, notes or other indebtedness shall be issued or incurred which are payable out of the Revenues in whole or in part.

**SECTION 5.7 Tax Covenants Relating to the Bonds.**

(a) Special Definitions. When used in this Section, the following terms have the following meanings:

*"Computation Date"* has the meaning set forth in section 1.148-1(b) of the Tax Regulations.

*"Facilities"* means any property the acquisition, construction or improvement of which was financed directly or indirectly with Gross Proceeds of the Bonds.

*"Gross Proceeds"* means any proceeds as defined in section 1.148-1(b) of the Tax Regulations (referring to sales, investment and transferred proceeds), and any replacement proceeds as defined in section 1.148-1(c) of the Tax Regulations, of the Bonds.

*"Investment"* has the meaning set forth in section 1.148-1(b) of the Tax Regulations.

*"Nongovernmental Output Property"* means any property (or interest therein) that prior to its acquisition by the City was used by (or manufactured for or to the order of or held for the use by) any Nongovernmental Person (whether actually so used or not) in connection with any electric and gas generation, transmission, distribution, or related facilities.

*"Nongovernmental Person"* refers to any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, or an agency or instrumentality acting solely on behalf thereof.

*"Nonpurpose Investment"* means any investment property, as defined in section 148(b) of the Tax Code, in which Gross Proceeds of the Bonds are invested and that is not acquired to carry out the governmental purposes of the Bonds.

*"Prior Issue"* refers to the 2007 Bonds.

*"Rebate Amount"* has the meaning set forth in section 1.148-1(b) of the Tax Regulations.

*"Tax Regulations"* means the United States Treasury Regulations promulgated pursuant to sections 103 and 141 through 150 of the Tax Code.

"Yield" of

(1) any Investment has the meaning set forth in section 1.148-5 of the Tax Regulations; and

(2) the Bonds has the meaning set forth in section 1.148-4 of the Tax Regulations.

(b) Not to Cause Interest to Become Taxable. The Authority and the City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner that if made or omitted, respectively, would cause the interest on any of the Bonds to fail to be excluded pursuant to section 103(a) of the Tax Code from the gross income of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Authority or the City receives a written opinion of Bond Counsel to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the Authority or the City, as the case may be, shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as would not cause any Bond to become a "private activity bond" within the meaning of section 141 of the Tax Code and the Tax Regulations and rulings thereunder, the Authority and the City shall at all times prior to the payment and cancellation of the last Bond to be paid and canceled:

(1) use their best efforts to ensure that the City exclusively own, operate and possess all of the Facilities that are to be refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity in respect of the use by any Nongovernmental Person of Gross Proceeds of the Bonds or the Prior Issue, or any of the Facilities, other than taxes of general application within the jurisdiction of the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

Without limiting the foregoing, except as would not cause any Bond to become a "private activity bond" within the meaning of section 141 of the Tax Code and the Tax Regulations and rulings thereunder, neither of the City nor the Authority will: (i) permit any Nongovernmental Person to hold any ownership, proprietary or possessory interest in the financed property; (ii) contract with any Nongovernmental Person for the provision of operating or other services with respect to any function of the financed property (unless either (A) such arrangement requires no payment of fees to such Nongovernmental Person other than as direct reimbursement of third party costs or reasonable administrative overhead, or (B) such arrangement conforms to administrative guidance of the Internal Revenue Service in order to assure that such arrangement does not create a private business use relationship of the Nongovernmental Person to

the financed property); or (iii) contract with any Nongovernmental Person for the sale of output or capacity of the financed property unless such contract is described either in section 1.141-7(c) of the Treasury Regulations (describing certain types of output contracts that do not have the effect of transferring the benefits of owning the property and the burdens of paying debt service on the financing of the property) or in section 1.141-7(f) of the Treasury Regulations (describing certain types of output contracts that while having the effect of transferring such benefits and burdens but nevertheless may be disregarded in evaluating private business use). As set forth above, for purposes of the preceding sentence, the Authority will treat proceeds of the Bonds as used ratably for the same purposes as were the proceeds of the Prior Issues and the Original Issue.

Except as would not cause any Bond to be a "private activity bond", no portion of the Gross Proceeds will be used (directly or indirectly) for the acquisition of any interest in any Nongovernmental Output Property. As set forth above, for purposes of the preceding sentence, the City and the Authority will treat proceeds of the Bonds as used ratably for the same purposes as were the proceeds of the Prior Issue.

(d) No Private Loan. Except as would not cause any Bond to become a "private activity bond" within the meaning of section 141 of the Tax Code and the Tax Regulations and rulings thereunder, the Authority and the City shall not use Gross Proceeds of any Bond to make or finance loans to any Nongovernmental Person. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (a) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction that creates a debt for federal income tax purposes; (b) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (c) indirect benefits of such Gross Proceeds, or burdens and benefits of ownership of any property acquired, constructed or improved with such Gross Proceeds, are otherwise transferred in a transaction that is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except as would not cause any Bond to become an "arbitrage bond" within the meaning of section 148 of the Tax Code and the Tax Regulations and rulings thereunder, the Authority and the City shall not at any time prior to the final maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, would materially exceed the Yield of such Bond within the meaning of said section 148.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Tax Code and the Tax Regulations and rulings thereunder, the Authority and the City shall not take or omit to take any action that would cause any Bond to be "federally guaranteed" within the meaning of section 149(b) of the Tax Code and the Tax Regulations and rulings thereunder.

(g) Information Report. The Authority shall timely file any information required by section 149(e) of the Tax Code with respect to the Bonds with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Tax Code and the Tax Regulations and rulings thereunder:

(1) The Authority and the City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments

thereof) and shall retain all records of accounting for at least six years after the day on which the last Bond is discharged. However, to the extent permitted by law, the Authority or the City may commingle Gross Proceeds of the Bonds with its other money, provided that the Authority or the City, as the case may be, separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the Authority and the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Tax Code and the Tax Regulations and rulings thereunder. The Authority and the City shall maintain a copy of the calculation with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) In order to assure the excludability of the interest on the Bonds from the gross income of the owners thereof for federal income tax purposes, the Authority and the City, jointly and severally but without duplication, shall pay to the United States the amount that when added to the future value of previous rebate payments made for the Bonds equals (A) in the case of a Final Computation Date as defined in section 1.148-3(e)(2) of the Tax Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (B) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, such rebate payments shall be made by the Authority or the City at the times and in the amounts as are or may be required by section 148(f) of the Tax Code and the Tax Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Tax Code and the Tax Regulations and rulings thereunder for execution and filing by the Authority or the City.

(4) The Authority and the City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (i) and (ii) above, and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under section 1.148-3(h) or other provision of the Tax Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Tax Code and the Tax Regulations and rulings thereunder, the Authority shall not, at any time prior to the final maturity of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to paragraph (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield on the Bonds not been relevant to either party.

(j) Bonds Not Hedge Bonds.

(1) The Authority and the City each represents that neither the Refunded Bonds nor any Bonds are or will become "hedge bonds" within the meaning of section 149(g) of the Tax Code.

(2) Without limitation of paragraph (i) above, with respect to the Bonds (or to that portion of the Bonds that is to be applied to the refunding of the Refunded Bonds), either: (A) (I) on the date of issuance of the Refunded Bonds, the Authority or the City

reasonably expected that at least 85% of the spendable proceeds of the Refunded Bonds would be expended within the three-year period commencing on such date of issuance, and (II) no more than 50% of the proceeds of the Refunded Bonds were invested in Nonpurpose Investments having a substantially guaranteed yield for a period of four years or more; or (B) (I) the provisions of section 149(g) of the Tax Code did not apply to the Refunded Bonds, (II) the average maturity of the refunding bonds is not later than that of the Refunded Bonds, and (III) the amount of the refunding bonds is not in excess of the amount of the Refunded Bonds.

(3) For purposes of this paragraph (j), (A) "Refunded Bonds" shall refer to the bonds of any issue refunded or re-refunded (immediately or through multiple generations of prior issues) by the Bonds, (B) in applying paragraph (ii) above, "Refunded Bonds" shall refer only to bonds that are not refunding bonds, and (C) in applying clause (ii)(B) above, "refunding bonds" refers to, and said clause (ii)(B) has been applied separately to, each issue being refunded or re-refunded by the Bonds (and to the portion of each issue (treating such portion as a separate issue) to the extent such issue is being refunded or re-refunded by the Bonds) that was itself a refunding issue.

(k) Elections. The Authority hereby directs and authorizes any Authorized Representative of the Authority and the City hereby directs and authorizes any Authorized Representative of the City to make elections permitted or required pursuant to the provisions of the Tax Code or the Tax Regulations, as such Authorized Representative of the Authority or Authorized Representative of the City (after consultation with Bond Counsel) deems necessary or appropriate in connection with the Bonds, in the Tax Certificate relating to the Bonds or similar or other appropriate certificate, form or document.

**SECTION 5.8 Installment Sale Agreement.** The Trustee shall promptly collect all amounts due from the City pursuant to the Installment Sale Agreement. Subject to the provisions of Article VI, the Trustee shall enforce, and take all steps, actions and proceedings which the Trustee determines to be reasonably necessary for the enforcement of all of its rights thereunder as assignee of the Authority and for the enforcement of all of the obligations of the City under the Installment Sale Agreement.

**SECTION 5.9 Waiver of Laws.** The Authority shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force that may affect the covenants and agreements contained in this Indenture or in the Bonds, and all benefit or advantage of any such law or laws is hereby expressly waived by the Authority to the extent permitted by law.

**SECTION 5.10 Further Assurances.** The Authority will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring and confirming unto the Trustee and Owners of the Bonds the rights and benefits provided in this Indenture.

**SECTION 5.11 Continuing Disclosure.** The City covenants and agrees that it will comply with the continuing disclosure requirements with respect to the Bonds promulgated under Securities and Exchange Commission Rule 15c2-12(b)(5) as it may from time to time hereafter be amended or supplemented. The Authority shall have no liability to the Bondholders or to any other person with respect to such disclosure matters. Notwithstanding any other provisions of this Indenture, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, any Bondholder or Beneficial Owner may take, and the Trustee shall take, at the request of the Holders of at least 25% aggregate principal amount of Outstanding Bonds, and upon receipt of

satisfactory indemnification, such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Agreement.

## ARTICLE VI

## THE TRUSTEE

**SECTION 6.1 Appointment of Trustee.** U.S. Bank National Association in Los Angeles, California, a national banking association organized and existing under and by virtue of the laws of the United States of America, is hereby appointed Trustee by the Authority for the purpose of receiving all moneys required to be deposited with the Trustee hereunder and to allocate, use and apply the same as provided in this Indenture. The Authority agrees that it will maintain a Trustee having a combined capital and surplus of at least One Hundred Million Dollars ($100,000,000), and subject to supervision or examination by federal or State authority, so long as any Bonds are Outstanding. If such bank or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this Section 5.1 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

**SECTION 6.2 Payment of Bonds; Registration Books.** The Trustee is hereby authorized to pay the Bonds when duly presented for payment at maturity, or on redemption or purchase prior to maturity, and to cancel all Bonds upon payment thereof. The Trustee shall keep accurate records of all funds administered by it and of all Bonds paid and discharged. The Trustee will keep or cause to be kept at its Office sufficient books for the registration and transfer of the Bonds, which shall at all times during regular business hours be open to inspection by the City and the Authority. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, as provided in this Indenture with respect to the Bonds.

**SECTION 6.3 Acceptance of Trusts.** The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default hereunder has occurred (which has not been cured or waived) the Trustee may exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall have no liability for the actions of any such attorney, agent or receiver chosen with reasonable care, and the Trustee shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder. The Trustee shall not be liable for any action taken or not taken in reliance upon advice or opinion of such counsel.

(c) The Trustee shall not be responsible for any recital herein, or in the Bonds, or for any of the supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby and the Trustee shall not be bound to ascertain or inquire as to the observance or performance of any covenants, conditions or agreements on the part of

the Authority hereunder. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 4.3 of this Indenture.

(d) The Trustee shall not be accountable for the use of any proceeds of sale of the Bonds delivered hereunder. The Trustee may become the Owner of Bonds secured hereby with the same rights which it would have if not the Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the Authority with the same rights it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Bonds, whether or not such committee shall represent the Owners of the majority in principal amount of the Bonds then Outstanding.

(e) In the absence of bad faith on its part, the Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram, requisition, facsimile transmission, electronic mail or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken or omitted to be taken by the Trustee in good faith and without negligence pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof. The Trustee shall not be bound to recognize any person as an Owner of any Bond or to take any action at his request unless the ownership of such Bond by such person shall be reflected on the Registration Books.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a Written Certificate of the City or a Written Certificate of the Authority as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default hereunder of which the Trustee has been given notice or is deemed to have notice, as provided in Section 6.3(h) hereof, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a Written Certificate of the Authority to the effect that an authorization in the form therein set forth has been adopted by the Authority, as conclusive evidence that such authorization has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct. The immunities and exceptions from liability of the Trustee shall extend to its officers, directors, employees and agents.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder or under the Installment Sale Agreement, except failure by the City to make any of the payments to the Trustee required to be made by the City pursuant to the Installment Sale Agreement, or failure by the Authority to file with the Trustee any document required by this Indenture to be so filed subsequent to the issuance of the Bonds, unless a Responsible Officer the Trustee shall be specifically notified in writing of such default by the Owners of at least twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding and all notices or other instruments required by this Indenture or under the Installment Sale Agreement to be delivered to the Trustee must, in order to be effective, be delivered at the Office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no Event of Default hereunder or thereunder except as aforesaid.

(i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right (but not the duty) fully to inspect the Electric System, all books, papers and records of the City or the Authority pertaining to the Electric System and the Bonds, and to take such memoranda from and with regard thereto as may be desired but which is not privileged by statute or by law.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture with respect to the execution of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, the Trustee shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, as may be deemed desirable for the purpose of establishing the right of the Authority to the execution of any Bonds, or the right of the City or the Authority to the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking the action referred to in Section 8.3 the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful default in connection with any such action.

(m) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(n) No provision in this Indenture shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder. The Trustee shall provide the Authority and the City with seven days' notice prior to making any advance of its own funds hereunder, and, if the City or the Authority does not provide moneys in the amount needed, the Trustee shall be entitled to interest on the amounts advanced at a rate equal to the then 3-month certificates of deposit rate (by reference to the Wall Street Journal); provided that no such prior notice shall need be given and such interest on amounts advanced shall accrue from the date of any such advance following the occurrence of an Event of Default hereunder.

(o) The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds.

(p) The Trustee shall not be liable for any action taken or not taken by it in accordance with the direction of a majority (or other percentage provided for herein) in aggregate principal amount of the Bonds outstanding relating to the exercise of any right, power or remedy available to the Trustee.

(q) The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a

party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

(r) The Trustee agrees to accept and act upon facsimile transmission of written instructions and/or directions pursuant to this Indenture provided, however, that: (i) subsequent to such facsimile transmission of written instructions and/or directions the Trustee shall forthwith receive the originally executed instructions and/or directions, (ii) such originally executed instructions and/or directions shall be signed by a person as may be designated and authorized to sign for the party signing such instructions and/or directions, and (iii) the Trustee shall have received a current incumbency certificate containing the specimen signature of such designated person.

**SECTION 6.4 Fees, Charges and Expenses of Trustee.** The Trustee shall be entitled to payment and reimbursement for reasonable fees for its services rendered hereunder and all reasonable advances, reasonable counsel fees (including expenses) and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services, but solely from Additional Payments made by the City under the Installment Sale Agreement. Upon the occurrence of an Event of Default, the Trustee shall have a first lien with right of payment prior to payment of any Bond upon the amounts held hereunder for the foregoing fees, charges and expenses incurred by it respectively.

**SECTION 6.5 Notice to Bond Owners of Default.** If an Event of Default hereunder occurs with respect to any Bonds, of which the Trustee has been given or is deemed to have notice, as provided in Section 6.3(h), then the Trustee shall promptly give written notice thereof by first-class mail to the Owner of each such Bond, unless such Event of Default shall have been cured before the giving of such notice.

**SECTION 6.6 Intervention by Trustee.** In any judicial proceeding to which the Authority is a party which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of any of the Bonds, the Trustee may intervene on behalf of such Bond Owners, and subject to Section 6.3(l), shall do so if requested in writing by the Owners of a majority in aggregate principal amount of such Bonds then Outstanding.

**SECTION 6.7 Removal of Trustee.** The Owners of a majority in aggregate principal amount of the Outstanding Bonds, or the Authority (so long as no Event of Default has occurred or is continuing), may at any time remove the Trustee initially appointed, and any successor thereto, by an instrument or concurrent instruments in writing delivered to the Trustee.

**SECTION 6.8 Resignation by Trustee.** The Trustee and any successor Trustee may at any time resign by giving written notice by registered or certified mail to the City and the Authority. Upon receiving such notice of resignation, the Authority shall promptly appoint a successor Trustee in accordance with Section 6.9. Any resignation or removal of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. Upon such acceptance, the successor Trustee shall mail notice thereof to the Bond Owners at their respective addresses set forth on the Registration Books.

**SECTION 6.9 Appointment of Successor Trustee.** In the event of the removal or resignation of the Trustee pursuant to Sections 6.6 or 6.7, respectively, the Authority shall promptly appoint a successor Trustee; provided that any such successor shall be a bank or trust company meeting the requirements of Section 6.1. In the event the Authority shall for any reason whatsoever fail to appoint a successor Trustee within sixty (60) days following the delivery to the Trustee of the instrument described in Section 6.6 or within sixty (60) days following the receipt of notice by the Authority

pursuant to Section 6.7, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor Trustee meeting the requirements of Section 6.1. Any such successor Trustee appointed by such court shall become the successor Trustee hereunder notwithstanding any action by the Authority purporting to appoint a successor Trustee following the expiration of such sixty (60) day period. Upon the acceptance by any successor Trustee of appointment as such, the successor Trustee shall cause notice thereof to be given by first class mail to the Bond Owners at their respective addresses set forth on the Registration Books.

**SECTION 6.10 Merger or Consolidation.** Any company into which the Trustee may be merged or converted or which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible under Section 6.1, shall be the successor to the Trustee and vested with all of the title to the trust estate and all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

**SECTION 6.11 Concerning any Successor Trustee.** Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Authority an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the Written Request of the Authority, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as the Trustee hereunder to its successor. Should any instrument in writing from the Authority be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority.

**SECTION 6.12 Appointment of Co-Trustee.** It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in the case of litigation under this Indenture, and in particular in case of the enforcement of the rights of the Trustee on default, or in the case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section 6.12 are adopted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any instrument in writing from the Authority be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such

properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority. In case any separate trustee or co-trustee, or a successor to either, shall become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

**SECTION 6.13 Indemnification; Limited Liability of Trustee.** The Authority further covenants and agrees to indemnify and save the Trustee and its officers, directors, agents and employees, harmless against any loss, costs, claims, expense and liabilities which it may incur arising out of or in the exercise and performance of its powers and duties hereunder, including the costs and expenses of defending against any claim of liability, but excluding any and all losses, costs, claims, expenses and liabilities which are due to the negligence or willful misconduct of the Trustee, its officers, directors or employees. No provision in this Indenture shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability hereunder or pursuant to the Installment Sale Agreement. The Trustee shall not be liable for any action taken or omitted to be taken by it in accordance with the direction of the Owners of a majority in aggregate principal amount of Bonds Outstanding relating to the time, method and place of conducting any proceeding or remedy available to the Trustee under this Indenture. The obligations of the Authority under this paragraph shall be payable solely from Additional Payments made by the City under the Installment Sale Agreement and shall survive the resignation or removal of the Trustee under this Indenture or any defeasance of the Bonds. The Trustee's rights to immunities and protection from liability hereunder and its rights to payment of its fees and expenses shall survive its resignation or removal and final payment or defeasance of the Bonds. All indemnifications and releases from liability granted herein to the Trustee shall extend to the directors, officers, employees and agents of the Trustee.

The Trustee shall have no responsibility or liability with respect to any information, statements or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of these Bonds. Before taking any action under Article VIII or this Article at the request of the Owners, the Trustee may require that a satisfactory indemnity bond be furnished by the Owners for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any action so taken.

## ARTICLE VII

## MODIFICATION AND AMENDMENT OF THIS INDENTURE

**SECTION 7.1 Amendment by Consent of Bond Owners.** This Indenture and the rights and obligations of the Authority and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture which shall become binding when the written consents of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 7.2 hereof, are filed with the Trustee. No such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Authority to pay the principal, interest or redemption premiums at the time and place and at the rate and in the currency provided therein of any Bond without the express written consent of the Owner of such Bond, (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification, or (c) without its written consent thereto, modify any of the rights or obligations of the Trustee.

This Indenture and the rights and obligations of the Authority and of the Owners of the Bonds may also be modified or amended at any time by a Supplemental Indenture which shall become binding upon adoption, without the consent of any Bond Owners, but only to the extent permitted by law and only for any one or more of the following purposes:

(a) to add to the covenants and agreements of the Authority in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the Authority; or

(b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in any other respect whatsoever as the Authority may deem necessary or desirable, provided under any circumstances that such modifications or amendments shall not materially adversely affect the interests of the Owners of the Bonds, in the opinion of Bond Counsel; or

(c) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

The Trustee shall not be required to enter into or consent to any amendment or modification which, in the sole judgment of the Trustee, might adversely affect the rights, obligations, powers, privileges, indemnities, immunities or other security provided the Trustee herein.

**SECTION 7.2 Disqualified Bonds.** Bonds owned or held by or for the account of the City or the Authority (but excluding Bonds held in any employees' retirement fund) shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding Bonds in this article provided for, and shall not be entitled to consent to, or take any other action in this article provided for, unless all of the Outstanding Bonds shall be owned or held by or for the account of the City or the Authority, provided however, that the Trustee shall not be deemed to have knowledge that any Bond is owned by the Authority or the City or for the account of the Authority or the City unless the Authority or the City is a Registered Owner or the Trustee has received written notice that any other Registered Owner is the Owner of a Bond for the account of the City or Authority.

**SECTION 7.3 Endorsement or Replacement of Bonds After Amendment.** After the effective date of any action taken as hereinabove provided, the Authority may determine that the Bonds shall bear a notation, by endorsement in form approved by the Authority, as to such action, and in that case upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the Office of the Trustee, a suitable notation as to such action shall be made on such Bond. If the Authority shall so determine, new Bonds so modified as, in the opinion of the Authority, shall be necessary to conform to such Bond Owners' action shall be prepared and executed, and in that case upon demand of the Owner of any Bond Outstanding at such effective date such new Bonds shall be exchanged at the Office of the Trustee, without cost to each Bond Owner, for Bonds then Outstanding, upon surrender of such Outstanding Bonds.

**SECTION 7.4 Amendment by Mutual Consent.** The provisions of this Article VII shall not prevent any Bond Owner from accepting any amendment as to the particular Bond held by such Owner, provided that due notation thereof is made on such Bond.

## ARTICLE VIII

## EVENTS OF DEFAULT AND REMEDIES OF BOND OWNERS

**SECTION 8.1 Events of Default and Acceleration of Maturities.** The following events shall be Events of Default hereunder:

(a) Default in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for mandatory sinking fund redemption, by declaration or otherwise.

(b) Default in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable.

(c) Default by the Authority in the observance of any of the other covenants, agreements or conditions on its part in this Indenture or in the Bonds contained, if such default shall have continued for a period of sixty (60) days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the City and the Authority by the Trustee; provided, however, that if in the reasonable opinion of the Authority the default stated in the notice (other than a default in the payment of any fees and expenses owing to the Trustee) can be corrected, but not within such sixty (60) day period, such default shall not constitute an Event of Default hereunder if the Authority shall commence to cure such default within such sixty (60) day period and thereafter diligently and in good faith cure such failure in a reasonable period of time.

(d) The filing by the Authority of a petition or answer seeking reorganization or arrangement under the Federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, filed with or without the consent of the Authority, seeking reorganization under the Federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Authority or of the whole or any substantial part of its property.

(e) The occurrence and continuation of an Event of Default under and as defined in the Installment Sale Agreement.

Upon the occurrence and during the continuance of any Event of Default the Trustee may, and at the written direction of the Owners of a majority in aggregate principal amount of the Bonds at the time Outstanding, the Trustee shall, declare the principal of all of the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Indenture or in the Bonds contained to the contrary notwithstanding. This provision, however, is subject to the condition that if, at any time after the principal of the Bonds shall have been so declared due and payable and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the Authority shall deposit with the Trustee a sum sufficient to pay all of the principal of and interest on the Bonds having come due prior to such declaration, with interest on such overdue principal and interest calculated at the net effective rate of interest per annum then borne by the Outstanding Bonds, and the reasonable fees and expenses of the Trustee, together with interest thereon at the prime rate of the Trustee then in effect, and any and all other defaults known to the Trustee (other than in the payment of the principal of and interest on the Bonds having come due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then, and in every such case, the Trustee or the Owners of a majority in aggregate principal

amount of the Bonds at the time Outstanding may, by written notice to the Authority and to the Trustee, on behalf of the Owners of all of the Outstanding Bonds, rescind and annul such declaration and its consequences. However, no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon.

**SECTION 8.2 Application of Funds Upon Acceleration.** All amounts received by the Trustee pursuant to any right given or action taken by the Trustee under the provisions of this Indenture shall be applied by the Trustee in the following order upon presentation of the several Bonds, and the stamping thereon of the amount of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of reasonable fees, charges and expenses of the Trustee (including reasonable fees and disbursements of its counsel) incurred in and about the performance of its powers and duties under this Indenture; and

Second, to the payment of the whole amount then owing and unpaid upon the Bonds for interest and principal, with interest on such overdue amounts to the extent permitted by law at the net effective rate of interest then borne by the Outstanding Bonds, and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid upon the Bonds, then to the payment of such interest, principal and interest on overdue amounts without preference or priority among such interest, principal and interest on overdue amounts ratably to the aggregate of such interest, principal and interest on overdue amounts.

**SECTION 8.3 Other Remedies: Rights of Bond Owners.** Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy, in addition to the remedy specified in Section 8.1, at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Outstanding Bonds, and to enforce any rights of the Trustee under or with respect to this Indenture.

If an Event of Default shall have occurred and be continuing and if requested so to do by the Owners of a majority in aggregate principal amount of Outstanding Bonds and indemnified as provided in Section 6.3(l), the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article VIII, as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bond Owners.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bond Owners) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bond Owners hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; such right or power may be exercised from time to time as often as nay be deemed expedient.

**SECTION 8.4 Power of Trustee to Control Proceeding.** In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in principal amount of the Bonds then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw,

compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of a majority in principal amount of the Outstanding Bonds hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation. Any suit, action or proceeding which any Owner of Bonds shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners of Bonds similarly situated and the Trustee is hereby appointed (and the successive respective Owners of the Bonds issued hereunder, by taking and holding the same, shall be conclusively deemed so to have appointed it) the true and lawful attorney-in-fact of the respective Owners of the Bonds for the purpose of bringing any such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the respective Owners of the Bonds as a class or classes, as may be necessary or advisable in the opinion of the Trustee as such attorney-in-fact.

**SECTION 8.5 Appointment of Receivers.** Upon the occurrence of an Event of Default hereunder, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bond Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Revenues and other amounts pledged hereunder, pending such proceedings, with such powers as the court making such appointment shall confer.

**SECTION 8.6 Non-Waiver.** Nothing in this Article VIII or in any other provision of this Indenture, or in the Bonds, shall affect or impair the obligation of the Authority, which is absolute and unconditional, to pay the interest on and principal of the Bonds to the respective Owners of the Bonds at the respective dates of maturity, as herein provided, out of the Revenues and other moneys herein pledged for such payment.

A waiver of any default or breach of duty or contract by the Trustee or any Bond Owners shall not affect any subsequent default or breach of duty or contract, or impair any rights or remedies on any such subsequent default or breach. No delay or omission of the Trustee or any Owner of any of the Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy conferred upon the Trustee or Bond Owners by the Bond Law or by this Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee or the Bond Owners, as the case may be.

**SECTION 8.7 Rights and Remedies of Bond Owners.** No Owner of any Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture, or the Installment Sale Agreement, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of all the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee indemnity reasonably acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee; and (e) the Trustee has not received any inconsistent direction during such 60-day period from the Owners of a majority in aggregate principal amount of the Outstanding Bonds.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds of any remedy hereunder; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by his or their action to enforce any right under this Indenture, or the Installment Sale

Agreement, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Bonds.

The right of any Owner of any Bond to receive payment of the principal of and interest and premium (if any) on such Bond as herein provided or to institute suit for the enforcement of any such payment, shall not be impaired or affected without the written consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Indenture.

**SECTION 8.8 Termination of Proceedings.** In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case, the Authority, the Trustee and the Bond Owners shall be restored to their former positions and rights hereunder, respectively, with regard to the property subject to this Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

## ARTICLE IX

## [BOND INSURANCE]

**SECTION 9.1 Insurer's Requirements to Govern**. The provisions of this Article shall govern the terms and conditions of this Indenture, notwithstanding anything to the contrary set forth herein.

**SECTION 9.2 Requirements of the Insurer**. The Insurer has provided the following requirements for inclusion in this Indenture, and the Authority and the Trustee hereby agree to observe and uphold each and every such requirement applicable to each of them, respectively:

(a) The Insurer's consent is required for all amendments to this Indenture and the Installment Sale Agreement. The Insurer must be given prior notice of any such amendment. Copies of any such amendment consented to by the Insurer shall be provided to S&P.

(b) For any Supplemental Indenture executed for reasons other than (1) a refunding to obtain debt service savings, or (2) the issuance of additional bonds pursuant to this Indenture, the consent of the Insurer must be obtained by the Authority prior to the issuance of any additional bonds and/or the execution of any such Supplemental Indenture.

(c) The Insurer shall be deemed to be the sole Owner of the Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Bonds are entitled to take pursuant to Article VII and Article VIII hereof.

(d) Other than in connection with mandatory sinking fund redemptions, any acceleration of principal payments shall be subject to the prior written consent of the Insurer.

(e) The Insurer is a third-party beneficiary to this Indenture, with the power to enforce any right, remedy or claim conferred, given or granted hereunder.

(f) If the Insurer makes any payment of principal and/or interest due on the Bonds, the Bonds shall remain Outstanding for all purposes, and shall not be deemed defeased or otherwise satisfied, or paid by the Authority, and the assignment and pledge of the Revenues and all covenants, agreements

and other obligations of the Authority to the Owners hereunder shall continue to exist and shall run to the benefit of the Insurer, and the Insurer shall be subrogated to the rights of such Owners.

**SECTION 9.3 Payments Under the Policy**. If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date"), there is not on deposit with the Trustee under the Indenture, after making all transfers and deposits required under the Indenture, moneys sufficient to pay the principal of, and interest on, the Bonds due on such Payment Date, the Trustee shall give notice to the Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent"), by telephone or telecopy, of the amount of such deficiency by 10:00 a.m., New York City time, on such Business Day. If, on the Business Day prior to the related Payment Date, there is not on deposit with the Trustee moneys sufficient to pay the principal of, and interest on, the Bonds due on such Payment Date, the Trustee shall make a claim under the Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of any deficiency in the amount available to pay principal and interest, and the allocation of such deficiency between the amount required to pay interest on the Bonds and the amount required to pay principal of the Bonds, confirmed in writing to the related Insurer and the Insurer's Fiscal Agent by 10:00 a.m., New York City time, on such Business Day, by delivering the Notice of Nonpayment and Certificate.

For the purposes of the preceding paragraph, "Notice" means telephonic or telecopied notice, subsequently confirmed in a signed writing, or written notice by registered or certified mail, from the Trustee to the Insurer, which notice shall specify (a) the name of the entity making the claim, (b) the policy number, (c) the claimed amount and (d) the date such claimed amount will become Due for Payment. "Nonpayment" means the failure of the Authority to have provided sufficient funds to the Trustee for payment in full of all principal of, and interest on, the Bonds that are Due for Payment. "Due for Payment", when referring to the principal of Bonds, means when the stated maturity date or mandatory redemption date for the application of a required sinking fund installment has been reached and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by application of required sinking fund installments, acceleration or other advancement of maturity, unless the Insurer shall elect, in its sole discretion, to pay such principal due upon such acceleration; and when referring to interest on Bonds, means when the stated date for payment of interest has been reached. "Certificate" means a certificate in form and substance satisfactory to the Insurer as to the Trustee's right to receive payment under the Policy.

The Trustee shall designate any portion of payment of principal on Bonds paid by the Insurer at maturity on its books as a reduction in the principal amount of Bonds registered to the then current Bondholder, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Insurer, registered in the name of the Insurer, as the case may be, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Bond shall have no effect on the amount of principal or interest payable by the Authority on any Bond or the subrogation rights of the Insurer.

The Trustee shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (as hereinafter defined) and the allocation of such funds to payment of interest on and principal paid with respect to any Bond. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

Upon payment of a claim under the Policy, the Trustee shall establish a separate special purpose trust account for the benefit of holders of Bonds referred to herein as the "Policy Payments Account" and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Policy in trust on behalf of holders of Bonds and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the

payments for which a claim was made. Such amounts shall be disbursed by the Trustee to holders of Bonds in the same manner as principal and interest payments are to be made with respect to the Bonds under the sections hereof regarding payment of Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments.

Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee.

Any funds remaining in the Policy Payments Account following a Bond payment date shall promptly be remitted to the Insurer.

## ARTICLE X

## MISCELLANEOUS

**SECTION 10.1 Limited Liability of Authority.** Notwithstanding anything in this Indenture contained, the Authority shall not be required to advance any moneys derived from any source of income other than the Revenues for the payment of the principal of or interest on the Bonds, or any premiums upon the redemption thereof, or for the performance of any covenants herein contained (except to the extent any such covenants are expressly payable hereunder from the Revenues or any Additional Revenues). The Authority may, however, advance funds for any such purpose, provided that such funds are derived from a source legally available for such purpose and may be used by the Authority for such purpose without incurring indebtedness.

The Bonds shall be revenue bonds, payable exclusively from the Revenues and other funds pledged hereunder as in this Indenture provided. The general fund of the Authority is not liable, and the credit of the Authority is not pledged, for the payment of the interest on or principal of the Bonds. The Owners of the Bonds shall never have the right to compel the forfeiture of any property of the Authority. The principal of and interest on the Bonds, and any premiums upon the redemption of any thereof, shall not be a debt of the Authority, or a legal or equitable pledge, charge, lien or encumbrance upon any property of the Authority or upon any of its income, receipts or revenues except the Revenues and other funds pledged to the payment thereof as in this Indenture provided.

**SECTION 10.2 Benefits of Indenture Limited to Parties.** Nothing in this Indenture, expressed or implied, is intended to give to any person other than the City, the Authority, the Trustee and the Owners of the Bonds, any right, remedy or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Trustee and the Owners of the Bonds.

**SECTION 10.3 Discharge of Indenture.** If the Authority shall pay and discharge each Outstanding Bond in any one or more of the following ways -

(a) by well and truly paying or causing to be paid the principal of and interest and premium (if any) on such Bonds, as and when the same become due and payable;

(b) by irrevocably depositing with the Trustee, in trust, at or before maturity, money which, together with the available amounts then on deposit in the funds and accounts established pursuant to this Indenture, is fully sufficient to pay such Bonds, including all principal, interest and redemption premiums;

(c) by irrevocably depositing with the Trustee, in trust, Federal Securities in such amount as Bond Counsel or an Independent Accountant shall determine will, together with the interest to accrue thereon and available moneys then on deposit in the funds and accounts established pursuant to this Indenture, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates; and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been mailed pursuant to Section 2.3(d) or provision satisfactory to the Trustee shall have been made for the mailing of such notice; or

(d) by delivering such Bonds to the Trustee for cancellation -

then, at the election of the Authority, and notwithstanding that any of such Bonds shall not have been surrendered for payment, the pledge of the Revenues and other funds provided for in this Indenture with respect to such Bonds, and all other pecuniary obligations of the Authority under this Indenture with respect to all such Bonds, shall cease and terminate, except only the obligation of the Authority to pay or cause to be paid to the Owners of such Bonds not so surrendered and paid all sums due thereon from amounts set aside for such purpose as aforesaid, and all expenses and costs of the Trustee. Notice of such election shall be filed with the Trustee. Any funds thereafter held by the Trustee, which are not required for said purposes, shall be paid over to the City.

**SECTION 10.4 Successor Is Deemed Included in All References to Predecessor.** Whenever in this Indenture or any Supplemental Indenture either the Authority is named or referred to, such reference shall be deemed to include the successor to the powers, duties and functions, with respect to the management, administration and control of the affairs of the Authority, that are presently vested in the Authority, and all the covenants, agreements and provisions contained in this Indenture by or on behalf of the Authority shall bind and inure to the benefit of its successors whether so expressed or not.

**SECTION 10.5 Execution of Documents by Bond Owners.** Any request, consent or other instrument required by this Indenture to be signed and executed by Bond Owners may be in any number of concurrent writings of substantially similar tenor and may be signed or executed by such Bond Owners in person or by agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and of the Authority if made in the manner provided in this Section 10.5.

The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument or writing acknowledged to him the execution thereof.

The ownership of Bonds shall be provided by the Registration Books. Any request, consent, direction or vote of the Owner of any Bond shall bind every future Owner of the same Bond and the Owner of any Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority in pursuance of such request, consent, direction or vote.

In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned or held by or for the account of the Authority (but excluding Bonds held in any employees' retirement fund) shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, provided, however, that for the purpose of determining whether the Trustee shall be

protected in relying on any such demand, request, direction, consent or waiver, only Bonds which are registered in the name of the Authority or for which the Trustee has received written notice that any other Owner is holding Bonds for the account of the Authority shall be disregarded.

In lieu of obtaining any demand, request, direction, consent or waiver in writing, the Trustee may call and hold a meeting of the Bond Owners upon such notice and in accordance with such rules and obligations as the Trustee considers fair and reasonable for the purpose of obtaining any such action.

**SECTION 10.6 Waiver of Personal Liability.** No member of the Authority's Board of Directors or, officer, agent or employee of the Authority shall be individually or personally liable for the payment of the interest on or principal of the Bonds; but nothing herein contained shall relieve any such officer, agent or employee from the performance of any official duty provided by law.

**SECTION 10.7 Partial Invalidity.** If any one or more of the covenants or agreements, or portions thereof, provided in this Indenture on the part of the Authority (or of the Trustee) to be performed should be contrary to law, then such covenant or covenants, such agreement or agreements, or such portions thereof, shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of this Indenture or of the Bonds; but the Bond Owners shall retain all rights and benefits accorded to them under the Bond Law or any other applicable provisions of law. The Authority hereby declares that it would have entered into this Indenture and each and every other section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Indenture or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

**SECTION 10.8 Destruction of Canceled Bonds.** Whenever in this Indenture provision is made for the surrender to the Authority of any Bonds which have been paid or canceled pursuant to the provisions of this Indenture, Trustee shall destroy such Bonds and furnish to the Authority upon the Authority's Written Request a certificate of such destruction.

**SECTION 10.9 Funds and Accounts.** Any fund or account required by this Indenture to be established and maintained by the Authority or the Trustee may be established and maintained in the accounting records of the Authority or the Trustee, as the case may be, either as a fund or an account, and may, for the purpose of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account. All such records with respect to all such funds and accounts held by the Authority shall at all times be maintained in accordance with generally accepted accounting principles and all such records with respect to all such funds and accounts held by the Trustee shall be at all times maintained in accordance with corporate trust industry practices; in each case with due regard for the protection of the security of the Bonds and the rights of every Owner thereof.

**SECTION 10.10 Notices.** All written notices to be given under this Indenture shall be given by first class mail or personal delivery to the party entitled thereto [(except that any notice required to be given by any party shall also be given to the Insurer)] at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) upon receipt after deposit in the United States mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The City, the Authority or the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

| | |
|---|---|
| If to the City: | City of Banning<br>99 E. Ramsey Street<br>Banning, California 92220<br>Attention: City Manager<br>Telephone: (951) 922-3101<br>Facsimile: (951) 922-3112 |
| If to the Authority: | City of Banning Financing Authority<br>99 E. Ramsey Street<br>Banning, California 92220<br>Attention: Executive Director<br>Telephone: (951) 922-3101<br>Facsimile: (951) 922-3112 |
| If to the Trustee: | U.S. Bank National Association<br>633 W. Fifth Street, 24th Floor<br>Los Angeles, California 90071<br>Attention: Corporate Trust Services<br>Telephone: (213) 615-6002<br>Facsimile: (213) 615 6199 |
| [If to the Insurer: | [BOND INSURER]<br>_____<br>New York, New York _____<br>Attention: _____<br>Fax: (___)_____] |

**SECTION 10.11 Unclaimed Moneys.** Anything in this Indenture to the contrary notwithstanding, any moneys held by the Trustee in trust for the payment and discharge of any of the Bonds which remain unclaimed for two (2) years after the date when such Bonds or interest thereon have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee after said date when such Bonds become due and payable, shall be repaid by the Trustee to the Authority, as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the Authority for the payment of such Bonds; provided, however, that before being required to make any such payment to the Authority, the Trustee shall, at the Written Request of the Authority (and of its expense), cause to be mailed to the Owners of all such Bonds, at their respective addresses appearing on the Registration Books, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall not be less than thirty (30) days after the date of mailing of such notice, the balance of such moneys then unclaimed will be returned to the Authority.

**SECTION 10.12 Execution in Several Counterparts.** This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

**SECTION 10.13 Governing Law.** This Indenture shall be governed by and construed in accordance with the laws of the State.

**IN WITNESS WHEREOF, the CITY OF BANNING FINANCING AUTHORITY** and the **CITY OF BANNING** have caused this Indenture to be signed in their names by their respective authorized officers, and **U.S. BANK NATIONAL ASSOCIATION**, in token of its acceptance of the trust created hereunder, has caused this Indenture to be signed in its corporate name by its officer identified below, all as of the day and year first above written.

**CITY OF BANNING FINANCING AUTHORITY**

By:_____
Title: Executive Director

**CITY OF BANNING**

By:_____
Title: City Manager

**U.S. BANK NATIONAL ASSOCIATION**,
as Trustee

By:_____
Authorized Officer

**EXHIBIT A**

**[FORM OF BOND]**

**UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE INDENTURE OF TRUST) TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.**

**NEITHER THE PAYMENT OF THE PRINCIPAL OR ANY PART THEREOF NOR ANY INTEREST THEREON CONSTITUTES A DEBT, LIABILITY OR OBLIGATION OF THE CITY OF BANNING.**

No. _____ $_____

**CITY OF BANNING FINANCING AUTHORITY**
**REFUNDING REVENUE BOND**
**(ELECTRIC SYSTEM PROJECT), SERIES 2015**

| **INTEREST RATE:** | **MATURITY DATE:** | **ISSUE DATE:** | **CUSIP:** |
|---|---|---|---|
| _____% | June 1, 20__ | August __, 2015 | _____ |

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

The CITY OF BANNING FINANCING AUTHORITY, a joint powers authority organized and existing under the laws of the State of California (the "Authority") for value received, hereby promises to pay (but only out of the Revenues and other assets pledged therefor as hereinafter mentioned) to the Registered Owner stated above, or registered assigns, on the Maturity Date stated above (subject to any right of prior redemption hereinafter mentioned), the Principal Amount stated above, in lawful money of the United States of America; and to pay interest thereon in like lawful money from the Interest Payment Date next preceding the date of authentication of this Bond (unless this Bond is authenticated as of a day during the period commencing after the fifteenth day of the month preceding an Interest Payment Date and ending on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or before November 15, 2015, in which event it shall bear interest from the Issue Date stated above) until payment of such principal sum shall be discharged as provided in the Indenture hereinafter mentioned, at the Interest Rate per annum stated above, payable semiannually on each June 1 and December 1, commencing December 1, 2015 (each, an "Interest Payment Date").

The principal (or redemption price) hereof is payable at the Office (as defined in the Indenture referred to below) of U.S. Bank National Association, Los Angeles, California (together with any successor trustee under the Indenture, the "Trustee"). Interest hereon is payable by check of the Trustee mailed on each Interest Payment Date to the Registered Owner as of the fifteenth (15th) day of the month preceding each Interest Payment Date at the address shown on the registration books maintained by the Trustee; provided however, that payment of interest will be made by wire transfer in immediately available funds to an account in the United States of America to any Owner of Bonds in the aggregate principal amount of $1,000,000 or more who shall furnish written wire instructions to the Trustee before the fifteenth day of the month preceding the applicable Interest Payment Date.

It is hereby certified and recited that any and all things, conditions and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Bond Law and by the laws of the State of California, and that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Bond Law or by the Constitution and laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been manually signed by the Trustee.

This Bond is one of a duly authorized issue of bonds of the Authority designated as its "City of Banning Financing Authority Refunding Revenue Bonds (Electric System Project) Series 2015" (the "Bonds"), in the aggregate principal amount of _____ Dollars ($[_____]), authorized pursuant to the provisions of Article 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6584) of the California Government Code (the "Bond Law"), and issued pursuant to an Indenture of Trust, dated as of August 1, 2015 (the "Indenture"), by and among the Authority, the City of Banning (the "City"), and the Trustee.

Reference is hereby made to the Indenture (a copy of which is on file at said Office of the Trustee) and all indentures supplemental thereto and to the Bond Law for a description of the rights thereunder of the owners of the Bonds, of the nature and extent of the security, of the rights, duties and immunities of the Trustee and of the rights and obligations of the Authority thereunder. The Registered Owner of this Bond, by acceptance hereof, assents and agrees to all the provisions of the Indenture.

The Bonds have been issued by the Authority to assist the City in financing and refinancing certain improvements to the Electric System. Pursuant to an Installment Sale Agreement, dated as of August 1, 2015, by and between the City and the Authority, the Authority will sell to the City such improvements and the City will pay, in consideration therefor, Installment Payments, secured by the Net Revenues of the Electric System, as defined in the Indenture. The scheduled Installment Payments are equal to the debt service payments on the Bonds.

The Bonds and the interest thereon are payable from Revenues (as such term is defined in the Indenture), consisting primarily of Installment Payments to be made by the City under the Installment Sale Agreement as consideration for the purchase of certain improvements to the Electric System, and are secured by a pledge and assignment of Revenues, subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture. The Bonds are special obligations of the Authority and are not a lien or charge upon the funds or property of the Authority, except to the extent of the aforesaid pledge and assignment.

The Bonds shall be subject to special mandatory redemption as a whole or in part, on any date, from proceeds of an eminent domain award or proceeds of casualty insurance not used to repair or rebuild the Electric System, which proceeds may be used for such purpose pursuant to the Installment Sale Agreement, at a redemption price equal to the principal amount of the Bonds to be redeemed plus interest accrued thereon to the date fixed for redemption, without premium.

The Bonds maturing on or before June 1, 2025 shall not be subject to optional redemption prior to maturity. The Bonds maturing on or after June 1, 2026 shall be subject to redemption prior to their respective maturity dates, at the option of the Authority, by lot within a maturity on any date on or after June 1, 2025, from prepayment of Installment Payments made at the option of the City at the redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

The Bonds maturing on June 1, 20__ and June 1, 20__ are also subject to redemption prior to their respective stated maturities, on any June 1 on or after June 1, 20__ and June 1, 20__, respectively, in part by lot, from mandatory sinking account payments at a redemption price equal to the principal amount thereof, plus accrued interest, if any, to the redemption date, without premium, as set forth below in the aggregate respective principal amounts and on the respective dates as set forth in the following tables; provided, however, that if some but not all of such Bonds have been redeemed pursuant to optional or special mandatory redemption provisions of the Indenture, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of such Bonds so redeemed, to be allocated among such sinking fund payments on a pro rata basis in integral multiples of $5,000.

**Schedule of Mandatory Sinking Fund Redemptions**
**Term Bonds Maturing June 1, 20__**

| Redemption Date (June 1) | Principal Amount |
|---|---|
| | |
| (maturity) | |

**Schedule of Mandatory Sinking Fund Redemptions**
**Term Bonds Maturing June 1, 20__**

| Redemption Date (June 1) | Principal Amount |
|---|---|
| | |
| (maturity) | |

The Trustee on behalf and at the expense of the Authority shall mail (by first class mail) notice of any redemption to: (i) the respective Owners of any Bonds designated for redemption, at least twenty (20) but not more than sixty (60) days prior to the redemption date, at their respective addresses appearing on the Registration Books, and (ii) the Securities Depositories and to one or more Information Services (as such terms are defined in the Indenture), at least twenty (20) but not more than sixty (60) days prior to the redemption; *provided, however,* that neither failure to receive any such notice so mailed nor any defect therein shall affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon. Interest on the Bonds called for redemption will not accrue from and after the redemption date.

The Bonds are issuable as fully registered Bonds in denominations of $5,000 and any integral multiple thereof. Subject to the limitations provided in the Indenture, Bonds may be exchanged, at said Office of the Trustee, for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity.

The Trustee has no obligation or liability to the Registered Owners to make payments of principal of or interest on the Bonds, except from amounts on deposit for such purposes with the Trustee. The Trustee's sole obligations are to administer for the benefit of the Registered Owners the various funds and accounts established under the Indenture and, to the extent provided in the Indenture, to enforce the rights of the Authority under the Installment Sale Agreement.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at said Office of the Trustee, but only in the manner, subject to the limitations provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds, of authorized denomination or denominations, of the same maturity and for the same aggregate principal amount, will be issued to the transferee in exchange herefor.

If an Event of Default, as defined in the Indenture, shall occur, the principal of all outstanding Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture, but such declaration and its consequences may be rescinded and annulled as further provided in the Indenture.

The Indenture and the rights and obligations of the Authority and of the owners of the Bonds and of the Trustee may be modified or amended from time to time and at any time in the manner, to the extent, and upon the terms provided in the Indenture; provided that no such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Authority to pay the principal, interest or redemption premiums at the time and place and at the rate and in the currency provided therein of any Bond without the express written consent of the owner of such Bond, (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification, or (c) without its written consent thereto, modify any of the rights or obligations of the Trustee, all as more fully set forth in the Indenture.

The Authority and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes and the Authority and the Trustee shall not be affected by any notice to the contrary.

## STATEMENT OF INSURANCE

[TO COME, IF APPLICABLE].

**IN WITNESS WHEREOF**, the City of Banning Financing Authority has caused this Bond to be executed in its name and on its behalf by the manual signature of its President and attested to by the manual signature of its Secretary, all as of the Issue Date stated above.

**CITY OF BANNING FINANCING AUTHORITY**

By _____
President

Attest:

_____
Secretary

**TRUSTEE'S CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds described in the within-mentioned Indenture.

Dated: August ____, 2015

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Officer

## ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto

_____

(Name, Address and Tax Identification or Social Security Number)

the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

| | |
|---|---|
| _____ | _____ |
| Signature(s) must be guaranteed by a qualified guarantor. | Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever. |

**EXHIBIT B**

**CITY OF BANNING FINANCING AUTHORITY**
**REFUNDING REVENUE BONDS (ELECTRIC SYSTEM PROJECT), SERIES 2015**

(Issue Dated Date: August ___, 2015)

Requisition of the City
(Acquisition and Construction Fund)
(Section 3.5 of the Indenture)

_____
Attention: Corporate Trust Department

Request No.: P-___ (to be sequentially numbered)

| Project Component | Amount of This Draw | Aggregate Amount Draws Including This Draw |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

(Continue on Additional Sheet if Necessary)

Name and Address of party to whom payment is to be made:

_____

Purpose for which the obligation was incurred:

_____

The undersigned (the "City") hereby certifies that (i) each such cost or expense constitutes a proper charge against the Acquisition and Construction Fund for services rendered, and has not been the subject of any other payment request filed with you; and (ii) if the payment is to be made to the City for amounts that it has paid or will pay to third parties, then the City has either made payment or will make payment within three business days of receipt of moneys requisitioned hereunder and that the aggregate number of business days during this calendar year during which it has held such amounts before making payment does not exceed twenty.

Date: _____

CITY OF BANNING

By:_____
Title:_____

# INSTALLMENT SALE AGREEMENT

by and between

CITY OF BANNING FINANCING AUTHORITY,
as Seller

and the

CITY OF BANNING,
as Purchaser

Dated as of August 1, 2015

Relating to:

$[_____]
City of Banning Financing Authority
Refunding Revenue Bonds (Electric System Project) Series 2015

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# INSTALLMENT SALE AGREEMENT

**THIS INSTALLMENT SALE AGREEMENT**, dated as of August 1, 2015, by and between the **CITY OF BANNING FINANCING AUTHORITY**, a joint powers authority duly organized and existing under the laws of the State of California (the "Authority"), and the **CITY OF BANNING**, a general law city duly organized and existing under the laws of the State of California (the "City"),

## *WITNESSETH:*

**WHEREAS**, the City owns and operates that certain electric system referred to herein as the "Electric System"; and

**WHEREAS**, the Authority is a Joint Powers Authority (a public body, corporate and politic) duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Joint Exercise of Powers Act (Articles 1 through 4 of Chapter 5, Division 7, Title 1 of the California Government Code) (the "Act") and the powers of such Authority include the power to issue bonds for any of its corporate purposes; and

**WHEREAS**, the Authority previously issued its $45,790,000 Revenue Bonds (Electric System Project), Series 2007 (the "2007 Bonds"), which are currently outstanding in the aggregate principal amount of $40,045,000; and

**WHEREAS**, the City desires to finance certain improvements (the "Improvements") to the Electric System; and

**WHEREAS**, the Authority has approved the issuance of its Refunding Revenue Bonds (Electric System Project) Series 2015 (the "Bonds") to assist the City in providing funds to refund the 2007 Bonds currently outstanding and finance the Improvements; and

**WHEREAS**, the City has determined that it is necessary and desirable to enter into this Installment Sale Agreement pursuant to which the City is to purchase the Improvements and to make Installment Payments equal in time and amount to the debt service on the Bonds allocable to the Installment Sale Agreement; and

**WHEREAS**, the City has approved the purchase of the Improvements from the Authority as provided in this Agreement; and

**WHEREAS**, the Authority and the City have duly authorized the execution and delivery of this Agreement;

**NOW, THEREFORE**, for and in consideration of the premises and the material covenants hereinafter contained, the parties hereto hereby covenant, agree and bind themselves as follows:

## ARTICLE I

## DEFINITIONS

**SECTION 1.1 Definitions.** Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Agreement shall have the respective meanings specified in the Indenture. In addition, the following terms defined in this Section 1.1 shall, for all purposes of this Agreement, have the respective meanings herein specified.

"Acquisition and Construction" means, with respect to any of the Improvements, the acquisition, construction, improvement, equipping, renovation, remodeling or reconstruction thereof.

"Acquisition and Construction Costs" means, with respect to any of the Improvements, all costs of the Acquisition and Construction thereof which are paid from moneys on deposit in the Acquisition and Construction Fund, including but not limited to:

(a) all costs required to be paid to any person under the terms of any agreement for or relating to the Acquisition and Construction of the Improvements;

(b) obligations incurred for labor and materials in connection with the Acquisition and Construction of the Improvements;

(c) the cost of performance or other bonds and any and all types of insurance that may be necessary or appropriate to have in effect in connection with the Acquisition and Construction of the Improvements;

(d) all costs of engineering and architectural services, including the actual out-of-pocket costs for test borings, surveys, estimates, plans and specifications and preliminary investigations therefor, development fees, sales commissions, and for supervising construction, as well as for the performance of all other duties required by or consequent to the proper Acquisition and Construction of the Improvements;

(e) any sums required to reimburse the Authority or the City for advances made for any of the above items or for any other costs incurred and for work done which are properly chargeable to the Acquisition and Construction of the Improvements;

(f) all financing costs incurred in connection with the Acquisition and Construction of the Improvements, including but not limited to Costs of Issuance and other costs incurred in connection with this Agreement and the financing of the Improvements; and

(g) the interest components of the Installment Payments during the period of Acquisition and Construction of the Improvements, to the extent not paid from the proceeds of the Bonds deposited in the Interest Account pursuant to the Indenture.

"Additional Payments" means the amounts payable by the City pursuant to Section 4.10.

"Additional Revenues" means, with respect to the issuance of any Parity Obligations, any or all of the following amounts:

(i) An allowance for Net Revenues from any additions or improvements to or extensions of the Electric System to be financed from the proceeds of such Parity Obligations or from any other source, all in an amount equal to seventy-five percent (75%) of the estimated additional Net Revenues to be derived from such additions, improvements and extensions for the first twelve (12) month period in which each addition, improvement or extension is respectively to be in operation, all as shown by the certificate or opinion of a qualified independent engineer employed by the City.

(ii) An allowance for Net Revenues arising from any increase in the charges made for service from the Electric System which has become effective prior to the incurring of such Parity Obligations, in an amount equal to the total amount by which the

Net Revenues would have been increased if such increase in charges had been in effect during the whole of the most recent completed Fiscal Year or during any more recent twelve (12) month period selected by the City, all as shown by the certificate or opinion of an Independent Accountant.

"Adjusted Annual Debt Service" means, for any Fiscal Year or any designated twelve (12) month period in question, the Annual Debt Service for such Fiscal Year or twelve month period minus the sum of the amount of the Annual Debt Service with respect to Outstanding Parity Obligations to be paid during such Fiscal Year or twelve month period, from the proceeds of Parity Obligations or interest earned thereon, all as set forth in a Written Certificate of the City.

"Agreement" means this Installment Sale Agreement, together with any duly authorized and executed amendments hereto.

"Annual Debt Service" means, for any Fiscal Year or any designated twelve (12) month period in question, (i) with respect to the Installment Payments, the required payments scheduled to be made with respect to all Outstanding Installment Payments in such Fiscal Year or twelve (12) month period, or (ii) with respect to Parity Obligations, the required payments scheduled to be made with respect to all Outstanding Parity Obligations in such Fiscal Year or twelve (12) month period provided, that for the purposes of determining compliance with Section 4.7 and conditions for the issuance of Parity Obligations pursuant to Section 4.9:

(A) Generally. Except as otherwise provided by subparagraph (B) with respect to Variable Interest Rate Parity Obligations and by subparagraph (C) with respect to Parity Obligations as to which a Payment Agreement is in force, and by subparagraph (D) with respect to certain Parity Payment Agreements, interest on any Parity Obligation shall be calculated based on the actual amount of interest that is payable under that Parity Obligation;

(B) Interest on Variable Interest Rate Parity Obligations. The amount of interest deemed to be payable on any Variable Interest Rate Parity Obligation shall be calculated on the assumption that the interest rate on that Parity Obligation would be equal to the SIFMA Index Rate;

(C) Interest on Payments or Parity Obligations with respect to which a Payment Agreement is in force. The amount of interest deemed to be payable on any Parity Obligations with respect to which a Payment Agreement is in force shall, so long as the Qualified Counterparty thereto is not in default thereunder, be based on the net economic effect on the City expected to be produced by the terms of such Parity Obligation and such Payment Agreement, including but not limited to the effects that (i) such Parity Obligation would, but for such Payment Agreement, be treated as an obligation bearing interest at a Variable Interest Rate instead shall be treated as an obligation bearing interest at a fixed interest rate, and (ii) such Parity Obligation would, but for such Payment Agreement, be treated as an obligation bearing interest at a fixed interest rate instead shall be treated as an obligation bearing interest at a Variable Interest Rate; and accordingly, the amount of interest deemed to be payable on any Parity Obligation with respect to which a Payment Agreement is in force shall, so long as the Qualified Counterparty thereto is not in default thereunder, be an amount equal to the amount of interest that would be payable at the rate or rates stated in such Parity Obligation plus the Payment Agreement Payments minus the Payment Agreement Receipts, and for the purpose of calculating Payment Agreement Receipts and Payment Agreement Payments under such Payment Agreement, the following assumptions shall be made:

(1) Counterparty Obligated to Pay Actual Variable Interest Rate on Variable Interest Rate Parity Obligations. If the Payment Agreement obligates a Qualified Counterparty to make

payments to the City based on the actual Variable Interest Rate on a Parity Obligation that would, but for the Payment Agreement, be treated as a Variable Interest Rate Parity Obligation and obligates the City to make payments to the Qualified Counterparty based on a fixed rate, payments by the City to the Qualified Counterparty shall be assumed to be made at the fixed rate specified by the Payment Agreement and payments by the Qualified Counterparty to the City shall be assumed to be made at the actual Variable Interest Rate on such Parity Obligation, without regard to the occurrence of any event that, under the provisions of the Payment Agreement, would permit the Qualified Counterparty to make payments on any basis other than the actual Variable Interest Rate on such Parity Obligation, and such Parity Obligation shall set forth a debt service schedule based on that assumption;

(2) Variable Interest Rate Parity Obligations and Payment Agreements Having the Same Variable Interest Rate Component. If both a Payment Agreement and the related Parity Obligation that would, but for the Payment Agreement, be treated as a Variable Interest Rate Parity Obligation include a variable interest rate payment component that is required to be calculated on the same basis (including, without limitation, on the basis of the same variable interest rate index), it shall be assumed that the variable interest rate payment component payable pursuant to the Payment Agreement is equal in amount to the variable interest rate component payable on such Parity Obligation;

(3) Variable Interest Rate Parity Obligations and Payment Agreements Having Different Variable Interest Rate Components. If a Payment Agreement obligates either the City or the Qualified Counterparty to make payments of a variable interest rate component on a basis that is different (including, without limitation, on a different variable interest rate index) from the basis that is required to be used to calculate interest on the Parity Obligation that would, but for the Payment Agreement, be treated as a Variable Interest Rate Parity Obligation it shall be assumed:

(a) City Obligated to Make Payments Based on Variable Interest Rate Index. If payments by the City under the Payment Agreement are based on a variable interest rate index and payments by the Qualified Counterparty are based on a fixed interest rate, payments by the City to the Qualified Counterparty will be based upon an interest rate equal to the SIFMA Index Rate, and payments by the Qualified Counterparty to the City will be based on the fixed rate specified by the Payment Agreement; and

(b) City Obligated to Make Payments Based on Fixed Interest Rate. If payments by the City under the Payment Agreement are based on a fixed interest rate and payments by the Qualified Counterparty are based on a variable interest rate index, payments by the City to the Qualified Counterparty will be based on an interest rate equal to the rate that is one hundred and five percent (105%) of the fixed interest rate specified by the Payment Agreement to be paid by the City, and payments by the Qualified Counterparty to the City will be based on a rate equal to the SIFMA Index Rate as the variable interest rate deemed to apply to the Variable Interest Rate Parity Obligation.

(4) Certain Payment Agreements May be Disregarded.

Notwithstanding the provisions of subparagraphs (C)(l), (2) and (3) of this definition, the City shall not be required to (but may at its option) take into account as set forth in subparagraph (C) of this definition (for the purpose of determining Annual Debt Service) the effects of any Payment Agreement that has a remaining term of ten (10) years or less;

(D) Debt Service on Parity Payment Agreements. No interest shall be taken into account with respect to a Parity Payment Agreement for any period during which Payment Agreement Payments on that Parity Payment Agreement are taken into account in determining Annual Debt Service on a related Parity Obligation under subparagraph (C) of this definition; provided, that for any period

during which Payment Agreement Payments are not taken into account in calculating Annual Debt Service on any Parity Obligation because the Parity Payment Agreement is not then related to any other Parity Obligation, interest on that Parity Payment

(1) City Obligated to Make Payments Based on Fixed Interest Rate. If the City is obligated to make Payment Agreement Payments based on a fixed interest rate and the Qualified Counterparty is obligated to make payments based on a variable interest rate index, payments by the City will be based on the specified fixed rate, and payments by the Qualified Counterparty will be based on a rate equal to the average rate determined by the variable interest rate index specified by the Payment Agreement during the calendar quarter preceding the calendar quarter in which the calculation is made; and

(2) City Obligated to Make Payments Based on Variable Interest Rate Index. If the City is obligated to make Payment Agreement Payments based on a variable interest rate index and the Qualified Counterparty is obligated to make payments based on a fixed interest rate, payments by the City will be based on an interest rate equal to the average rate determined by the variable interest rate index specified by the Payment Agreement during the calendar quarter preceding the calendar quarter in which the calculation is made, and the Qualified Counterparty will make payments based on the fixed rate specified by the Parity Payment Agreement; and

(3) Certain Payment Agreements May be Disregarded.

Notwithstanding the provisions of subparagraphs (D)(l) and (2) of this definition, the City shall not be required to (but may at its option) take into account (for the purpose of determining Annual Debt Service) the effects of any Payment Agreement that has a remaining term of ten (10) years or less;

(E) Balloon Parity Obligations. For purposes of calculating Annual Debt · Service on any Balloon Parity Obligations, it shall be assumed that the principal of those Balloon Parity Obligations, together with interest thereon at a rate equal to the SIFMA Index Rate, will be amortized in equal annual installments over a term of thirty (30) years from the date of issuance.

"Balloon Parity Obligation" means any Parity Obligation described as such in such Parity Obligation.

"Electric System" means the entire electric system of the City, including all facilities, properties and improvements at any time owned, controlled or operated by the City for the provision of electricity, and any necessary lands, rights, entitlements and other property useful in connection therewith, together with all extensions thereof and improvements thereto at any time acquired, constructed or installed by the City, including the Improvements.

"Electric Utility Fund" means the fund by that name established and held by the City hereunder.

"Event of Default" means any of the events described in Section 8.1.

"Gross Revenues" means all income, rents, rates, fees, charges and other moneys derived from the ownership or operation of the Electric System, including, without limiting the generality of the foregoing, (1) all income, rents, rates, fees, charges, business interruption insurance proceeds or other moneys derived by the City from the sale, furnishing and supplying of electric or other services, facilities, and commodities sold, furnished or supplied through the facilities of or in the conduct or operation of the business of the Electric System (other than the non-by-passable usage based charge supporting the City's public benefit program), plus (2) the earnings on and income derived from the investment of such income,

rents, rates, fees, charges, or other moneys, including City reserves and the Reserve Fund established under Section 5.4 of the Indenture, but excluding in all cases customer deposits or any other deposits or advances subject to refund until such deposits or advances have become the property of the City and excluding any proceeds of taxes required by law to be used by the City to pay bonds hereafter issued.

"Improvements" means the Electric System financed with the proceeds of the 2007 Bonds and the proceeds of the Bonds as described in Exhibit B attached hereto, as such description may be amended by the City from time to time pursuant to and in accordance with Section 3.2 hereof.

"Indenture" means the Indenture of Trust relating to the Bonds.

"Installment Payment Date" means the fifteenth (15th) day of each May and November during the Term of this Agreement, commencing November 15, 2015.

"Installment Payments" means the amounts payable by the City pursuant to Section 4.4, including any prepayments thereof pursuant to Article IX hereof.

"Maximum Annual Debt Service" means, with respect to any period of time, the greatest Annual Debt Service payable during such period of time on the Outstanding Installment Payments and any Outstanding Parity Obligations or Parity Obligations then being issued.

"Net Revenues" means, for any period, an amount equal to all of the Gross Revenues received during such period minus the amount required to pay all Operation and Maintenance Costs becoming payable during such period.

"Operation and Maintenance Costs" means the reasonable and necessary costs and expenses paid by the City for maintaining and operating the Electric System, including but not limited to (a) the cost of utilities, including electricity and other forms of energy supplied to the Electric System, (b) the reasonable expenses of management and repair and other costs and expenses necessary to maintain and preserve the Electric System in good repair and working order and (c) the reasonable administrative costs of the City attributable to the operation and maintenance of the Electric System, including insurance and other costs described in Article V hereof, but in all cases excluding (i) debt service payable on obligations incurred by the City with respect to the Electric System, including but not limited to the Installment Payments and debt service payments on any Parity Obligations, (ii) depreciation, replacement and obsolescence charges or reserves therefor, (iii) amortization of intangibles or other bookkeeping entries of a similar nature, (iv) City's public benefit program expenditures, and (v) periodic administrative transfers to the City's general fund.

"Outstanding," when used as of any particular time with reference to Installment Payments, means all Installment Payments which have not been paid or otherwise satisfied as provided in Article IX and when used as of any particular time with reference to Parity Obligations means all Parity Obligations which have not been paid or otherwise satisfied as provided in the proceedings and instruments pursuant to which such Parity Obligations have been issued or incurred. For purposes of Section 4.7 and Section 4.9 hereof only, (i) Parity Payment Agreements related to other Parity Obligations which are included in determining Annual Debt Service on such other Parity Obligations, and (ii) Parity Bank Agreements as to which no amounts have been drawn under any such Parity Bank Agreements which have not been reimbursed by the City shall not be considered Outstanding for purposes of this Agreement.

"Parity Bank Agreement" means an agreement with a bank or other financial institution relating to an irrevocable letter of credit, guarantee or other credit enhancement device providing liquidity or irrevocable credit or security for the payment of Parity Obligations.

"Parity Obligations" means any leases, loan agreements, installment sale agreements, bonds, notes or other obligations of the City payable from and secured by a pledge of and lien upon any of the Net Revenues on a parity with the Installment Payments, entered into or issued pursuant to and in accordance with Section 4.9 hereof.

"Parity Payment Agreement" means a Payment Agreement which is a Parity Obligation.

"Payment Agreement" means a written agreement for the purpose of managing or reducing the City's exposure to fluctuations in interest rates or for any other interest rate, investment, cash flow, asset or liability managing purposes, entered into either on a current or forward basis by the City and a Qualified Counterparty in connection with, or incidental to, the entering into of any Parity Obligation, that provides for an exchange of payments based on interest rates, ceilings or floors on such payments, options on such payments, or any combination thereof or any similar device.

"Payment Agreement Payments" mean the amounts required to be paid periodically by the City to the Qualified Counterparty pursuant to a Payment Agreement.

"Payment Agreement Receipts" mean the amounts required to be paid periodically by the Qualified Counterparty to the City pursuant to a Payment Agreement.

"Purchase Price" means the amount to be paid by the City hereunder as the purchase price of the Improvements, being equal to the aggregate principal amount of the Bonds.

"Qualified Counterparty'' means a party (other than the City) who is the other party to a Payment Agreement and (1) (a) whose senior debt obligations are rated in one of the three (3) highest rating categories of each of the Rating Agencies then rating the Bonds or any Parity Obligations (without regard to any gradations within a rating category), or (b) whose obligations under the Payment Agreement are guaranteed for the entire term of the Payment Agreement by a bond insurer or other institution which has been or whose debt service obligations have been assigned a credit rating in one of the three highest rating categories of each of the Rating Agencies then rating the Bonds or any Parity Obligations (without regard to any gradations within a rating category), and (2) who is otherwise qualified to act as the other party to a Payment Agreement with the City under any applicable laws.

"SIFMA Index Rate" means the Securities Industry and Financial Markets Association Municipal Swap Index (formerly The Bond Market Association Municipal Swap Index), a seven–day high–grade market index composed of selected tax–exempt variable–rate demand obligations meeting specific criteria. The SIFMA Index Rate is calculated weekly and released each Wednesday afternoon. If at any time the SIFMA Index Rate is not available, there shall be used in its place such index as the Trustee, following consultation with the City, from time to time determines most closely approximates the SIFMA Index Rate.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bond, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Tax Code.

"Term of this Agreement" means the time during which this Agreement is in effect, as provided in Section 4.2 hereof.

"Variable Interest Rate" means any variable interest rate or rates to be paid under any Parity Obligations, the method of computing which variable interest rate shall be as specified in the applicable

Parity Obligation, which Parity Obligation shall also specify either (i) the payment period or periods or time or manner of determining such period or periods or time for which each value of such variable interest rate shall remain in effect, and (ii) the time or times based upon which any change in such variable interest rate shall become effective, and which variable interest rate may, without limitation, be based on the interest rate on certain bonds or may be based on interest rate, currency, commodity or other indices.

"Variable Interest Rate Parity Obligations" mean, for any-period of time, all in accordance with the definition of "Annual Debt Service" set forth in this Section 1.1, any Parity Obligations that bear a Variable Interest Rate during such period, except that (i) Parity Obligations shall not be treated as Variable Interest Rate Parity Obligations if the net economic effect of interest rates on particular payments of the Parity Obligations and interest rates on other payments of the same Parity Obligations, as set forth in such Parity Obligations, or the net economic effect of a Payment Agreement with respect to particular Parity Obligations, in either case, is to produce obligations that bear interest at a fixed interest rate, and (ii) Payments and Parity Obligations with respect to which a Payment Agreement is in force shall be treated as Variable Interest Rate Parity Obligations if the net economic effect of the Payment Agreement is to produce obligations that bear interest at a Variable Interest Rate.

## ARTICLE II

## COVENANTS AND REPRESENTATIONS

**SECTION 2.1 Covenants and Representations of the City.** The City makes the following covenants and representations to the Authority that as of the Closing Date:

(a) The City is a general law city duly organized and validly existing under the laws of the State, has full legal right, power and authority to enter into this Agreement and to carry out and consummate all transactions on its part contemplated hereby, by proper action has duly authorized the execution and delivery of this Agreement.

(b) The representatives of the City executing this Agreement are fully authorized to execute the same.

(c) This Agreement has been duly authorized, executed and delivered by the City, and constitutes the legal, valid and binding agreement of the City, enforceable against the City in accordance with its terms.

(d) The execution and delivery of this Agreement, the consummation of the transactions herein contemplated and the fulfillment of or compliance with the terms and conditions hereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the City is a party or by which it or its facilities are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Agreement or the financial condition, assets, facilities or operations of the Electric System.

(e) No consent or approval of any trustee or holder of any indebtedness of the City or of the voters of the City, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Agreement or the consummation of any transaction herein and therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or threatened against or affecting the City or the Electric System which, if determined adversely to the City or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Agreement or upon the financial condition or operation of the Electric System, and the City is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Agreement, or the financial condition or operations of the Electric System.

(g) The City has heretofore established the Electric Utility Fund into which the City deposits and will continue to deposit all Gross Revenues, and which the City will maintain throughout the Term of this Agreement.

(h) There are no outstanding bonds, notes, loans, leases, installment sale agreements or other obligations which have any security interest in the Net Revenues, which security interest or claim is superior to or on a parity with the Installment Payments.

(i) The City has determined that it is necessary and proper for City uses and purposes that the City acquire the Electric System in the manner provided for in this Agreement, in order to provide essential services and facilities to persons residing in the City.

**SECTION 2.2 Covenants and Representations of the Authority**. The Authority makes the following covenants and representations as the basis for its undertakings herein contained:

(a) The Authority is a joint powers authority, duly organized and existing under the laws of the State. The Authority has the power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action of its governing body, the Authority has been duly authorized to execute, deliver and duly perform this Agreement and the Indenture.

(b) To finance the Authority's purchase of the Electric System, the Reserve Fund deposit required by Section 3.2(b) of the Indenture and the Costs of Issuance, the Authority will issue its Bonds, which will mature, bear interest and be subject to redemption as set forth in the Indenture.

(c) The Bonds will be issued under and secured by the Indenture, and pursuant thereto, certain of the Authority's interests in this Agreement have been assigned to the Trustee as security for payment of the principal of, premium, if any, and interest on the Bonds.

(d) The Authority is not in default under any of the provisions of the laws of the State, which default would affect its existence or its powers referred to in subsection (a) of this Section 2.2.

## ARTICLE III

## ISSUANCE OF BONDS; ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS

**SECTION 3.1 The Bonds**. The Authority has authorized the issuance of the Bonds pursuant to the Indenture in the aggregate principal amount of _____ Dollars ($[_____]). The Authority and the City agree that the proceeds of sale of the Bonds shall be paid to the Trustee on the Closing Date for deposit pursuant to the terms and conditions of the Indenture. The City hereby approves the Indenture, the assignment to the Trustee of the rights of the Authority assigned under and pursuant to the Indenture, and the issuance of the Bonds by the Authority under and pursuant to the Indenture.

**SECTION 3.2 Documentation Required for the Improvements**. Before any payment is made for the Improvements or any component thereof to be constructed by the City from amounts on deposit in the Acquisition and Construction Fund, the City shall have made available to the Authority detailed plans and specifications relating thereto. The City may from time to time make amendments to such plans and specifications, and may thereby change or modify the description of such Improvements or component thereof.

**SECTION 3.3 Acquisition and Construction of the Improvements**. The Authority hereby agrees with due diligence to supervise and provide for, or cause to be supervised and provided, for the Acquisition and Construction of the Improvements in accordance with plans and specifications, construction contracts and other documents relating thereto and approved by the City pursuant to all applicable requirements of law. Direct payment of the Acquisition and Construction Costs shall be made from amounts on deposit in the Acquisition and Construction Fund, pursuant to Section 3.5 of the Indenture. All contracts for, and all work relating to, the Acquisition and Construction of the Improvements shall be subject to all applicable provisions of law relating to the acquisition and construction of public works by the City. The Authority expects that the Acquisition and Construction of the Improvements will be completed on or before three years from the date of issuance of the Bonds; provided, however, that the failure to complete the Acquisition and Construction of the Improvements by the estimated completion date thereof shall not constitute an Event of Default hereunder or a grounds for termination hereof, nor shall such failure result in the diminution, abatement or extinguishment of the obligations of the City hereunder to pay the Installment Payments.

The City shall have the right from time to time in its sole discretion to amend the description of the Improvements to be financed and improved hereunder. In order to exercise such right, the City shall file with the Authority an amended Exhibit B hereto.

Upon the completion of the Acquisition and Construction of the Improvements, but in any event not later than thirty (30) days following such completion, the City Representative shall execute and deliver to the Authority and the Trustee a Written Certificate which (a) states that the Acquisition and Construction of such Improvements have been substantially completed, (b) identifies the total Acquisition and Construction Costs thereof, and (c) identifies (i) the amounts, if any, to remain on deposit in the Acquisition and Construction Fund for payment of Acquisition and Construction Costs thereafter intended to be requisitioned by the Authority and (ii) the amounts to be transferred to the Bond Service Fund.

**SECTION 3.4 Grant of Easements**. The City hereby grants to the Authority all necessary easements, rights of way and rights of access in and to all real property or interests therein now or hereafter acquired and owned by the City, as may be necessary or convenient to enable the Authority to

acquire, construct and install the Improvements thereon or thereabouts. The City covenants that it will execute, deliver and record any and all additional documents as may be required to be executed, delivered and recorded to establish such easements, rights of way and rights of access.

**SECTION 3.5 Appointment of City as Agent of Authority**. The Authority hereby appoints the City as its agent to carry out all phases of the Acquisition and Construction of the Improvements pursuant to and in accordance with the provisions hereof and the Indenture. The City hereby accepts such appointment and assumes all rights, liabilities, duties and responsibilities of the Authority regarding the Acquisition and Construction of the Improvements. The Authority, or the City as agent of the Authority hereunder, shall enter into, administer and enforce all purchase orders or other contracts relating to the Acquisition and Construction of the Improvements. All contracts for, and all work relating to, the Acquisition and Construction of the Improvements shall be subject to all applicable provisions of law relating to the acquisition, construction, improvement, and equipping of like facilities and property by the City.

## ARTICLE IV

## SALE OF IMPROVEMENTS; INSTALLMENT PAYMENTS

**SECTION 4.1 Sale**. In consideration for the Installment Payments and other consideration set forth in this Agreement, the Authority hereby agrees to sell, transfer and convey to the City all of the Authority's right title and interest in and to the Improvements, and the City hereby agrees to purchase the Improvements from the Authority, upon the terms and conditions set forth in this Agreement.

**SECTION 4.2 Term**. The Term of this Agreement shall commence on the Closing Date, and shall end on the date on which the City shall have paid all of the Installment Payments and all other amounts due and payable hereunder. The provisions of this Section 4.2 are subject in all respects to any other provisions of this Agreement relating to the termination hereof with respect to the Electric System or any portion thereof.

**SECTION 4.3 Title**. On the Closing Date, title to the Improvements shall be deemed conveyed to and vested in the City. The Authority and the City shall execute, deliver and cause to be recorded any and all documents necessary to convey such title to the City.

**SECTION 4.4 Installment Payments**.

(a) Obligation to Pay. The City agrees to pay to the Authority, its successors and assigns, but solely from the Net Revenues and other funds pledged hereunder, the Purchase Price, together with interest on the unpaid principal balance, payable in Installment Payments coming due and payable in the respective amounts and on the respective Installment Payment Dates specified in Exhibit A hereto. The Installment Payments shall be paid by the City to the Trustee, as assignee of the Authority pursuant to the Indenture, in the amounts and at the times as set forth in Section 4.5(b). The City shall receive a credit against any Installment Payment due hereunder to the extent of any monies on deposit in the Bond Service Fund on the applicable Installment Payment Date.

(b) Effect of Prepayment. In the event that the City prepays all remaining Installment Payments in full pursuant to Article IX, the City's obligations under this Agreement shall thereupon cease and terminate, including but not limited to the City's obligation to pay Installment Payments therefor under this Section 4.4; provided, however, that the City's obligations to compensate and indemnify the Trustee pursuant to Sections 4.10 and 6.3 shall

survive such prepayment. In the event that the City prepays the Installment Payments in part but not in whole pursuant to Section 9.1, the principal component of each succeeding Installment Payment shall be reduced in inverse order of Installment Payment Date or pro rata among such dates, as determined by the City, and the interest component of each remaining Installment Payment shall be reduced by the aggregate corresponding amount of interest which would otherwise be payable on the Bonds thereby redeemed pursuant to Section 4.1 of the Indenture. In any event, the remaining Installment Payments shall equal in time and amount the remaining debt service on the Bonds.

(c) Rate on Overdue Payments. In the event the City should fail to make any of the payments required in this Section 4.4 and Section 4.10, the payment in default shall continue as an obligation of the City until the amount in default shall have been fully paid, and the City agrees to pay the same with interest thereon, from the date of default to the date of payment, at a rate of interest per annum equal to the rate borne by the Outstanding Bonds.

(d) Assignment. The City understands and agrees that all Installment Payments have been assigned by the Authority to the Trustee in trust, pursuant to the Indenture, for the benefit of the Owners of the Bonds, and the City hereby assents to such assignment. The Authority hereby directs the City, and the City hereby agrees, to pay to the Trustee at its Office, all amounts payable by the City pursuant to this Section 4.4 and all amounts payable by the City pursuant to Article IX.

**SECTION 4.5 Pledge and Application of Net Revenues.**

(a) Pledge of Net Revenues. All of the Net Revenues are hereby irrevocably pledged, charged and assigned to the punctual payment of the Installment Payments and any Parity Obligations, and except as otherwise provided herein the Net Revenues shall not be used for any other purpose so long as any of the Installment Payments remain unpaid. Such pledge, charge and assignment shall constitute a first lien on the Net Revenues and such other moneys for the payment of the Installment Payments and any Parity Obligations in accordance with the terms hereof.

(b) Deposits Into Funds; Transfers to Make Installment Payments. All of the Gross Revenues shall be deposited by the City immediately upon receipt in the Electric Utility Fund, which fund is hereby established and held by the City. The City shall use funds in the Electric Utility Fund to pay Operation and Maintenance Costs as such payments become due and payable. The City covenants and agrees that all Net Revenues will be held by the City in the Electric Utility Fund in trust for the benefit of the Trustee (as assignee of the rights of the Authority hereunder) and the Bond Owners, and for the benefit of the owners of any Parity Obligations. On or before each Installment Payment Date, the City shall withdraw from the Electric Utility Fund, and transfer to the Trustee for deposit in the Revenue Fund, and to the trustee for any Parity Obligations, as applicable, an amount of Net Revenues which, together with the balance then on deposit in the Bond Service Fund (other than amounts resulting from the prepayment of the Installment Payments pursuant to Article IX and other than amounts required for payment of principal of or interest on any Bonds and Parity Obligations which have matured or been called for redemption but which have not been presented for payment), is equal to the aggregate amount of the Installment Payments coming due and payable on the next succeeding Interest Payment Date, together with any amounts required to restore the balance in the Reserve Fund to the Reserve Requirement. In support of the foregoing, the City shall set aside each month equal amounts necessary to make such transfers on or before each Installment Payment Date.

The City shall manage, conserve and apply the Gross Revenues on deposit in the Electric Utility Fund in such a manner that all deposits required to be made pursuant to this subsection (b) will be made at the times and in the amounts so required. Subject to the foregoing sentence, so long as no Event of Default shall have occurred and be continuing hereunder, the City may use and apply Net Revenues in the Electric Utility Fund for (i) the payment of Additional Payments, (ii) the payment of any subordinate obligations or any unsecured obligations, (iii) the acquisition and construction of extensions and betterments to the Electric System, (iv) the prepayment of any obligations of the City relating to the Electric System, (v) transfers from the Electric Utility Fund to the General Fund of the City for in-lieu fees and administrative costs, or (vi) any other lawful purposes of the Electric Utility Fund. All monies in the Electric Utility Fund may be invested by the City from time to time in any Authorized Investment.

**SECTION 4.6 Special Obligation of the City; Obligations Absolute**. The City's obligation to pay the Installment Payments, the Additional Payments and any other amounts coming due and payable hereunder shall be a special obligation of the City limited solely to the Net Revenues. Under no circumstances shall the City be required to advance moneys derived from any source of income other than the Net Revenues and other sources specifically identified herein for the payment of the Installment Payments and the Additional Payments, nor shall any other funds or property of the City be liable for the payment of the Installment Payments and the Additional Payments and any other amounts coming due and payable hereunder.

The obligations of the City to make the Installment Payments and the Additional Payments from the Net Revenues and to perform and observe the other agreements contained herein shall be absolute and unconditional and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach of the City, the Authority or the Trustee of any obligation to the City or otherwise with respect to the Electric System, whether hereunder or otherwise, or out of indebtedness or liability at any time owing to the City by the Authority or the Trustee. Until such time as all of the Installment Payments, all of the Additional Payments and all other amounts coming due and payable hereunder shall have been fully paid or prepaid, the City (a) will not suspend or discontinue payment of any Installment Payments, Additional Payments or such other amounts, (b) will perform and observe all other agreements contained in this Agreement, and (c) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Electric System, failure to complete the Acquisition and Construction of any Improvements by the estimated Completion Date thereof, the taking by eminent domain of title to or temporary use of any component of the Electric System, commercial frustration of purpose, any change in the tax or law other laws of the United States of America or the State or any political subdivision of either thereof or any failure of the Authority or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Indenture or this Agreement.

Nothing contained in this Section 4.6 shall be construed to release the Authority or the Trustee from the performance of any of the agreements on its part contained herein or in the Indenture, and in the event the Authority or the Trustee shall fail to perform any such agreements, the City may institute such action against the Authority or the Trustee as the City may deem necessary to compel performance so long as such action does not abrogate the obligations of the City contained in the preceding paragraph. The City may, however, at the City's own cost and expense and in the City's own name or in the name of the Authority prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect the City's rights hereunder, and in such event the Authority hereby agrees to cooperate fully with the City and to take such action necessary to effect the substitution of the City for the Authority in such action or proceeding if the City shall so request.

**SECTION 4.7 Rates and Charges**. The City shall fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the Electric System during each Fiscal Year, which are at least sufficient, after making allowances for contingencies and error in the estimates, to yield Gross Revenues sufficient to pay the following amounts in the following order of priority:

(a) All Operation and Maintenance Costs estimated by the City to become due and payable in such Fiscal Year;

(b) Adjusted Annual Debt Service;

(c) All amounts, if any, required to restore the balance in the Reserve Fund and any reserve fund securing any Parity Obligations to the full amount of the Reserve Requirement and the reserve requirement with respect to any Parity Obligations; and

(d) All payments required to meet any other obligations of the City which are charges, liens, encumbrances upon, or which are otherwise payable from, the Gross Revenues or the Net Revenues during such Fiscal Year.

In addition, the City shall fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the Electric System during each Fiscal Year which are sufficient to yield Net Revenues which are at least equal to one hundred twenty percent (120%) of the amount described in the preceding clause (b) for such Fiscal Year.

**SECTION 4.8 Superior and Subordinate Obligations**. The City shall not issue or incur any additional bonds or other obligations during the Term of this Agreement having any priority in payment of principal or interest out of the Net Revenues over the Installment Payments. Nothing herein is intended or shall be construed to limit or affect the ability of the City to issue or incur (a) Parity Obligations pursuant to Section 4.9, or (b) obligations which are either unsecured or which are secured by an interest in the Net Revenues which is junior and subordinate to the pledge of and lien upon the Net Revenues established hereunder.

**SECTION 4.9 Issuance of Parity Obligations**. In addition to the Installment Payments, the City may issue or incur other bonds, notes, loans, advances or indebtedness payable from Net Revenues on a parity with the Installment Payments to provide financing for the Electric System in such principal amount as shall be determined by the City. The City may issue or incur any such Parity Obligations subject to the following specific conditions which are hereby made conditions precedent to the issuance and delivery of such Parity Obligations:

(a) No Event of Default shall have occurred and be continuing, and the City shall deliver a certificate to that effect to the Trustee;

(b) The Net Revenues, calculated in accordance with accounting principles consistently applied, as shown by the books of the City for the latest Fiscal Year or as shown by the books of the City for any more recent twelve (12) month period selected by the City, in either case verified by a certificate or opinion of an Independent Accountant employed by the City, plus (at the option of the City) the Additional Revenues, shall be at least equal to one hundred twenty percent (120%) of the amount of Adjusted Annual Debt Service;

(c) There shall be established upon the issuance of such Parity Obligations a reserve fund for such Parity Obligations in an amount equal to the lesser of (i) the maximum amount of

debt service required to be paid by the City with respect to such Parity Obligations during any Fiscal Year, or (ii) the maximum amount then permitted under the Tax Code; and

(d) The trustee or fiscal agent for such Parity Obligations shall be the same entity performing the functions of Trustee under the Indenture.

The provisions of subsection (b) of this Section shall not apply to any Parity Obligations if all of the proceeds of which (other than proceeds applied to pay costs of issuing such Parity Obligations and to make a reserve fund deposit required pursuant to subsection (c) of this Section) shall be deposited in an irrevocable escrow for the purpose of paying the principal of and interest and premium (if any) on any Installment Payments or on any outstanding Parity Obligations.

**SECTION 4.10 Additional Payments**. In addition to the Installment Payments, the City shall pay when due all costs and expenses incurred by the Authority to comply with the provisions of the Indenture, including without limitation all Costs of Issuance (to the extent not paid from amounts on deposit in the Costs of Issuance Fund or the Acquisition and Construction Fund), and shall pay to the Trustee upon request therefor all compensation for fees due to the Trustee and all of its costs and expenses payable as a result of the performance of and compliance with its duties hereunder or under the Indenture or any related documents, together with all amounts required to indemnify the Trustee pursuant to Section 6.3 hereof or Section 6.13 of the Indenture, and all costs and expenses of attorneys, auditors, engineers and accountants. The rights of the Trustee and the obligations of the City under this Section 4.10 shall survive the termination of this Agreement and the resignation or removal of the Trustee.

## ARTICLE V

## MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

**SECTION 5.1 Maintenance, Utilities, Taxes and Assessments**. Throughout the Term of this Agreement, all improvement, repair and maintenance of the Electric System shall be the responsibility of the City, and the City shall pay for or otherwise arrange for the payment of all utility services supplied to the Electric System, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Electric System resulting from ordinary wear and tear.

The City shall also pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Authority or the City affecting any Electric System or the respective interests or estates therein; provided, however, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are required to be paid during the Term of this Agreement as and when the same become due.

The City may, at the City's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Authority shall notify the City that, in its opinion, by nonpayment of any such items, the interest of the Authority hereunder or under the Indenture will be materially adversely affected, in which event the City shall promptly pay such taxes, assessments or charges or provide the Authority with full security against any loss which may result from nonpayment, in form satisfactory to the Authority.

**SECTION 5.2 Operation of Electric System**. The City covenants and agrees to operate the Electric System in an efficient and economical manner and to operate, maintain and preserve the Electric System in good repair and working order. The City covenants that, in order to fully preserve and protect the priority and security of the Bonds, the City shall pay from the Gross Revenues and discharge all lawful claims for labor, materials and supplies furnished for or in connection with the Electric System which, if unpaid, may become a lien or charge upon the Gross Revenues or the Net Revenues prior or superior to the lien granted hereunder, or which may otherwise impair the ability of the City to pay the Installment Payments in accordance herewith.

**SECTION 5.3 Public Liability and Property Damage Insurance**. The City shall maintain or cause to be maintained, throughout the Term of this Agreement, but only if and to the extent available at reasonable cost from reputable insurers, a standard comprehensive general insurance policy or policies in protection of the Authority, the City and their respective members, officers, agents and employees. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Electric System. Said policy or policies shall provide coverage in such liability limits and shall be subject to such deductibles as shall be customary with respect to works and property of a like character. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the City, and may be maintained in whole or in part in the form of self-insurance by the City, subject to the provisions of Section 5.5, or in the form of the participation by the City in a joint powers agency or other program providing pooled insurance. The proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which such proceeds shall have been paid.

**SECTION 5.4 Casualty Insurance**. The City shall procure and maintain, or cause to be procured and maintained, throughout the Term of this Agreement, but only in the event and to the extent available from reputable insurers at reasonable cost, casualty insurance against loss or damage to any improvements constituting any part of the Electric System, covering such hazards as are customarily covered with respect to works and property of like character. Such insurance may be subject to deductible clauses which are customary for works and property of a like character. Such insurance may be maintained as part of or in conjunction with any other casualty insurance carried by the City and may be maintained in whole or in part in the form of self-insurance by the City, subject to the provisions of Section 5.5, or in the form of the participation by the City in a joint powers agency or other program providing pooled insurance. All amounts collected from insurance against accident to or destruction of any portion of the Electric System shall be used to repair, rebuild or replace such damaged or destroyed portion of the Electric System, and to the extent not so applied, shall be paid to the Trustee to be applied to pay or prepay the Installment Payments (and the Bonds, under Section 2.3(a) of the Indenture) or any Parity Obligations, in accordance with written instructions of the City filed with the Trustee.

**SECTION 5.5 Insurance Net Proceeds: Form of Policies**. The City shall pay or cause to be paid when due the premiums for all insurance policies required by this Agreement. The Trustee shall not be responsible for the sufficiency of any insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss. In the event that any insurance required pursuant to Sections 5.3 or 5.4 shall be provided in the form of self-insurance, the City shall file with the Trustee annually, within ninety (90) days following the close of each fiscal year, a statement of an independent actuarial consultant identifying the extent of such self-insurance and stating that such consultant has determined that the City maintains sufficient reserves with respect thereto. On or before July 1 of each year, the City shall certify to the Trustee that all policies of insurance are in conformance with the requirements of this Installment Sale Agreement and the Trustee shall be entitled to rely on such certification without independent investigation.

**SECTION 5.6 Eminent Domain**. Any amounts received as awards as a result of the taking of all or any part of the Electric System by the lawful exercise of eminent domain, at the election of the City (evidenced by a Written Certificate of the City filed with the Trustee and the Authority) shall either (a) be used for the acquisition or construction of improvements and extension of the Electric System, or (b) be paid to the Trustee to be applied to pay or prepay the Installment Payments (and the Bonds, under Section 2.3(a) of the Indenture) or any Parity Obligations, in accordance with written instructions of the City filed with the Trustee.

**SECTION 5.7 Records and Accounts**. The City shall keep proper books of record and accounts of the Electric System, separate from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the Electric System. Said books shall, upon prior request, be subject to the reasonable inspection by the Owners of not less than ten percent (10%) in aggregate principal amount of the Outstanding Bonds, or their representatives authorized in writing. The City shall cause the books and accounts of the Electric System to be audited annually by an Independent Accountant, not more than two hundred seventy (270) days after the close of each Fiscal Year, and shall make a copy of such report available for inspection by the Bond Owners at the office of the City.

**SECTION 5.8 Tax Covenants.**

(a) Special Definitions. When used in this Section, the following terms have the following meanings:

*"Computation Date"* has the meaning set forth in section 1.148-1(b) of the Tax Regulations.

*"Facilities"* means any property the acquisition, construction or improvement of which was financed directly or indirectly with Gross Proceeds of the Bonds.

*"Gross Proceeds"* means any proceeds as defined in section 1.148-1(b) of the Tax Regulations (referring to sales, investment and transferred proceeds), and any replacement proceeds as defined in section 1.148-1(c) of the Tax Regulations, of the Bonds.

*"Investment"* has the meaning set forth in section 1.148-1(b) of the Tax Regulations.

*"Nongovernmental Output Property"* means any property (or interest therein) that prior to its acquisition by the City was used by (or manufactured for or to the order of or held for the use by) any Nongovernmental Person (whether actually so used or not) in connection with any electric and gas generation, transmission, distribution, or related facilities.

*"Nongovernmental Person"* refers to any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, or an agency or instrumentality acting solely on behalf thereof.

*"Nonpurpose Investment"* means any investment property, as defined in section 148(b) of the Tax Code, in which Gross Proceeds of the Bonds are invested and that is not acquired to carry out the governmental purposes of the Bonds.

*"Prior Issue"* refers to the 2007 Bonds.

*"Rebate Amount"* has the meaning set forth in section 1.148-1(b) of the Tax Regulations.

*"Tax Regulations"* means the United States Treasury Regulations promulgated pursuant to sections 103 and 141 through 150 of the Tax Code.

*"Yield"* of

(1) any Investment has the meaning set forth in section 1.148-5 of the Tax Regulations; and

(2) the Bonds has the meaning set forth in section 1.148-4 of the Tax Regulations.

(b) Not to Cause Interest to Become Taxable. The Authority and the City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner that if made or omitted, respectively, would cause the interest on any of the Bonds to fail to be excluded pursuant to section 103(a) of the Tax Code from the gross income of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Authority or the City receives a written opinion of Bond Counsel to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the Authority or the City, as the case may be, shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as would not cause any Bond to become a "private activity bond" within the meaning of section 141 of the Tax Code and the Tax Regulations and rulings thereunder, the Authority and the City shall at all times prior to the payment and cancellation of the last Bond to be paid and canceled:

(i) use their best efforts to ensure that the City exclusively own, operate and possess all of the Facilities that are to be refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity in respect of the use by any Nongovernmental Person of Gross Proceeds of the Bonds or the Prior Issue, or any of the Facilities, other than taxes of general application within the jurisdiction of the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

Without limiting the foregoing, except as would not cause any Bond to become a "private activity bond" within the meaning of section 141 of the Tax Code and the Tax Regulations and rulings thereunder, neither of the City nor the Authority will: (i) permit any Nongovernmental Person to hold any ownership, proprietary or possessory interest in the financed property; (ii) contract with any Nongovernmental Person

for the provision of operating or other services with respect to any function of the financed property (unless either (A) such arrangement requires no payment of fees to such Nongovernmental Person other than as direct reimbursement of third party costs or reasonable administrative overhead, or (B) such arrangement conforms to administrative guidance of the Internal Revenue Service in order to assure that such arrangement does not create a private business use relationship of the Nongovernmental Person to the financed property); or (iii) contract with any Nongovernmental Person for the sale of output or capacity of the financed property unless such contract is described either in section 1.141-7(c) of the Treasury Regulations (describing certain types of output contracts that do not have the effect of transferring the benefits of owning the property and the burdens of paying debt service on the financing of the property) or in section 1.141-7(f) of the Treasury Regulations (describing certain types of output contracts that while having the effect of transferring such benefits and burdens but nevertheless may be disregarded in evaluating private business use). As set forth above, for purposes of the preceding sentence, the Authority will treat proceeds of the Bonds as used ratably for the same purposes as were the proceeds of the Prior Issues and the Original Issue.

Except as would not cause any Bond to be a "private activity bond", no portion of the Gross Proceeds will be used (directly or indirectly) for the acquisition of any interest in any Nongovernmental Output Property. As set forth above, for purposes of the preceding sentence, the City and the Authority will treat proceeds of the Bonds as used ratably for the same purposes as were the proceeds of the Prior Issue.

(d) No Private Loan. Except as would not cause any Bond to become a "private activity bond" within the meaning of section 141 of the Tax Code and the Tax Regulations and rulings thereunder, the Authority and the City shall not use Gross Proceeds of any Bond to make or finance loans to any Nongovernmental Person. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (a) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction that creates a debt for federal income tax purposes; (b) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (c) indirect benefits of such Gross Proceeds, or burdens and benefits of ownership of any property acquired, constructed or improved with such Gross Proceeds, are otherwise transferred in a transaction that is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except as would not cause any Bond to become an "arbitrage bond" within the meaning of section 148 of the Tax Code and the Tax Regulations and rulings thereunder, the Authority and the City shall not at any time prior to the final maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, would materially exceed the Yield of such Bond within the meaning of said section 148.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Tax Code and the Tax Regulations and rulings thereunder, the Authority and the City shall not take or omit to take any action that would cause any Bond to be "federally guaranteed" within the meaning of section 149(b) of the Tax Code and the Tax Regulations and rulings thereunder.

(g) Information Report. The Authority shall timely file any information required by section 149(e) of the Tax Code with respect to the Bonds with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Tax Code and the Tax Regulations and rulings thereunder:

(i) The Authority and the City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Bond is discharged. However, to the extent permitted by law, the Authority or the City may commingle Gross Proceeds of the Bonds with its other money, provided that the Authority or the City, as the case may be, separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the Authority and the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Tax Code and the Tax Regulations and rulings thereunder. The Authority and the City shall maintain a copy of the calculation with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) In order to assure the excludability of the interest on the Bonds from the gross income of the owners thereof for federal income tax purposes, the Authority and the City, jointly and severally but without duplication, shall pay to the United States the amount that when added to the future value of previous rebate payments made for the Bonds equals (A) in the case of a Final Computation Date as defined in section 1.148-3(e)(2) of the Tax Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (B) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, such rebate payments shall be made by the Authority or the City at the times and in the amounts as are or may be required by section 148(f) of the Tax Code and the Tax Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Tax Code and the Tax Regulations and rulings thereunder for execution and filing by the Authority or the City.

(iv) The Authority and the City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (i) and (ii) above, and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under section 1.148-3(h) or other provision of the Tax Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Tax Code and the Tax Regulations and rulings thereunder, the Authority shall not, at any time prior to the final maturity of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to paragraph (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield on the Bonds not been relevant to either party.

(j) Bonds Not Hedge Bonds.

(i) The Authority and the City each represents that neither the Refunded Bonds nor any Bonds are or will become "hedge bonds" within the meaning of section 149(g) of the Tax Code.

(ii) Without limitation of paragraph (i) above, with respect to the Bonds (or to that portion of the Bonds that is to be applied to the refunding of the Refunded Bonds), either: (A) (I) on the date of issuance of the Refunded Bonds, the Authority or the City reasonably expected that at least 85% of the spendable proceeds of the Refunded Bonds would be expended within the three-year period commencing on such date of issuance, and (II) no more than 50% of the proceeds of the Refunded Bonds were invested in Nonpurpose Investments having a substantially guaranteed yield for a period of four years or more; or (B) (I) the provisions of section 149(g) of the Tax Code did not apply to the Refunded Bonds, (II) the average maturity of the refunding bonds is not later than that of the Refunded Bonds, and (III) the amount of the refunding bonds is not in excess of the amount of the Refunded Bonds.

(iii) For purposes of this paragraph (j), (A) "Refunded Bonds" shall refer to the bonds of any issue refunded or re-refunded (immediately or through multiple generations of prior issues) by the Bonds, (B) in applying paragraph (ii) above, "Refunded Bonds" shall refer only to bonds that are not refunding bonds, and (C) in applying clause (ii)(B) above, "refunding bonds" refers to, and said clause (ii)(B) has been applied separately to, each issue being refunded or re-refunded by the Bonds (and to the portion of each issue (treating such portion as a separate issue) to the extent such issue is being refunded or re-refunded by the Bonds) that was itself a refunding issue.

(k) Elections. The Authority hereby directs and authorizes any Authorized Authority Representative and the City hereby directs and authorizes any Authorized City Representative to make elections permitted or required pursuant to the provisions of the Tax Code or the Tax Regulations, as such Authorized Authority Representative or Authorized City Representative (after consultation with Bond Counsel) deems necessary or appropriate in connection with the Bonds, in the Tax Certificate relating to the Bonds or similar or other appropriate certificate, form or document.

**SECTION 5.9 Further Assurances.** The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement and the Indenture, and for the better assuring and confirming unto the Trustee and Owners of the Bonds the rights and benefits provided herein and in the Indenture.

**SECTION 5.10 Continuing Disclosure.** The City will comply with the continuing disclosure requirements promulgated under Securities and Exchange Commission Rule 15c2-12(b)(5).

## ARTICLE VI

## DISCLAIMER OF WARRANTIES; ACCESS

**SECTION 6.1 Disclaimer of Warranties.** The Authority and the Trustee make no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the City of the Electric System, or any other representation or warranty with respect to the Electric System. In no event shall the Authority or the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising

out of this Agreement or the Indenture for the existence, furnishing, functioning or City's use of the Electric System.

**SECTION 6.2 Access to the Electric System**. The City agrees that the Authority, the Trustee [and the Bond Insurer,] and any duly authorized representative thereof, shall have the right at all reasonable times to enter upon and to examine and inspect the Electric System. The City further agrees that the Authority and the Trustee, and any duly authorized representative thereof, shall have such rights of access to the Electric System as may be reasonably necessary to cause the proper maintenance of the Electric System in the event of failure by the City to perform its obligations hereunder.

**SECTION 6.3 Release and Indemnification Covenants**. The City to the extent permitted by law shall and hereby agrees to indemnify and save the Authority and the Trustee and their respective officers, agents, successors and assigns harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, or from any work or thing done on the Electric System by the City, (b) any breach or default on the part of the City in the performance of any of its obligations under this Agreement, (c) any negligence or willful misconduct of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Electric System, (d) any act or negligence of any sublessee of the City with respect to the Electric System, (e) the Acquisition and Construction of the Electric System or the authorization of payment of the Acquisition and Construction Costs, (f) the performance by the Trustee of its duties and obligations under the Indenture, including any duties referred to in Section 8.4 of the Indenture, or (g) the offer, sale and issuance of the Bonds. No indemnification is made under this Section or elsewhere in this Agreement for willful misconduct or negligence by the Authority or the Trustee, or their respective officers, employees, successors or assigns. The rights of the Trustee and the obligations of the City under this Section 6.3 shall survive the termination of this Agreement and the resignation or removal of the Trustee.

**SECTION 6.4 Non-Liability of Authority for Electric System Obligations**. The Authority and its successor and assigns shall have no obligation and shall incur no liabilities or debts whatsoever for the obligations, liabilities and debts of the City incurred in connection with the Electric System.

## ARTICLE VII

## ASSIGNMENT, SALE AND AMENDMENT

**SECTION 7.1 Assignment by the Authority**. The Authority's rights under this Agreement, including the right to receive and enforce payment of the Installment Payments to be made by the City under this Agreement have been pledged and assigned to the Trustee pursuant to the Indenture, to which pledge and assignment the City hereby consents.

**SECTION 7.2 Assignment by the City**. This Agreement may not be assigned by the City.

**SECTION 7.3 Sale of Electric System Property**. Except as provided herein, the City covenants that the Electric System shall not be encumbered, sold, leased, pledged, any charge placed thereon, or otherwise disposed of, as a whole or substantially as a whole unless such sale is to a public entity. Neither the Net Revenues nor any other funds pledged or otherwise made available to secure payment of the Installment Payments shall be mortgaged, encumbered, sold, leased, pledged, any charge placed thereon, or disposed or used except as authorized by the terms of this Agreement. The City shall not enter into any agreement which impairs the operation of the Electric System or any part of it necessary to secure adequate Net Revenues to pay the Installment Payments, or which otherwise would impair the rights of the Bond Owners and the owners of any Parity Obligations with respect to the Net Revenues. If any substantial part of the Electric System shall be sold, the payment therefor shall either (a)

be used for the acquisition or construction of improvements, extensions or replacements of facilities constituting part of the Electric System, or (b) to the extent not so used, be paid to the Trustee to be applied to pay or prepay the Installment Payments or any Parity Obligations, in accordance with written instructions of the City filed with the Trustee.

**SECTION 7.4 Amendment Hereof.** The City and the Authority shall have the right to modify or amend this Agreement, without the consent of the Trustee or any of the Bond Owners or any of the owners of Parity Obligations, but only if such amendment or modification (a) does not cause interest represented by the Bonds to be includable in gross income for federal income tax purposes in the opinion of Bond Counsel, (b) does not materially adversely affect the interests of the Owners of the Bonds or the owners of any Parity Obligations in the opinion of Bond Counsel, (c) does not modify any of the rights or obligations of the Trustee without the Trustee's written consent, and (d) only is for any one or more of the following purposes:

(i) to provide for the issuance of Parity Obligations pursuant to Section 4.9;

(ii) to add to the covenants and agreements of the City contained in this Agreement, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the City;

(iii) to cure any ambiguity, or to cure, correct or supplement any defective provision contained herein, or in any other respect whatsoever as the Authority and the City may deem necessary or desirable; or

(iv) to amend any provision thereof for the purpose of complying with the applicable requirements of the Tax Code; provided[, however, that provisions hereof expressly recognizing or granting rights in the Bond Insurer shall not be amended in any manner which affects the rights of the Bond Insurer hereunder without the prior written consent of the Bond Insurer].

## ARTICLE VIII

## EVENTS OF DEFAULT

**SECTION 8.1 Events of Default Defined.** The following events shall be Events of Default hereunder:

(a) Failure by the City to pay any Installment Payment when and as the same become due and payable hereunder.

(b) Failure by the City to pay any Additional Payment when due and payable hereunder, and the continuation of such failure for a period of thirty (30) days.

(c) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in the preceding causes (a) or (b), for a period of sixty (60) days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Authority or the Trustee; provided, however, that if the City shall notify the Authority and the Trustee that in its reasonable opinion the failure stated in the notice can be corrected, but not within such 60-day period, such failure shall not constitute an event of default hereunder if the City shall commence to cure such failure within

such sixy (960) day period and thereafter diligently and in good faith cure such failure in a reasonable period of time.

(d) The filing by the City of a voluntary petition in bankruptcy, or failure by the City promptly to lift any execution, garnishment or attachment, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

(e) The occurrence and continuation of any event of default under and as defined in the instruments authorizing the issuance of any Parity Obligations.

**SECTION 8.2 Remedies on Default.** Whenever any Event of Default shall have happened and be continuing, the Trustee as assignee of the Authority shall have the right, at its option and without any further demand or notice, but subject in all respects to the provisions of Article VIII of the Indenture, to:

(a) declare all principal components of the unpaid Installment Payments and the principal amount of the unpaid Parity Obligations, together with accrued interest on the Installment Payments and interest then due and payable on the entire principal amount of the unpaid Parity Obligations at the net effective rate of interest per annum then borne by the Outstanding Bonds or the rate or rates of interest then applicable to such Parity Obligations from the immediately preceding Interest Payment Date on which payment was made, to be immediately due and payable, whereupon the same shall immediately become due and payable;

(b) take whatever action at law or in equity may appear necessary or desirable to collect the Installment Payments then due or thereafter to become due during the Term of this Agreement, or enforce performance and observance of any obligation, agreement or covenant of the City under this Agreement; and

(c) as a matter of right, in connection with the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and the Bond Owners hereunder, cause the appointment of a receiver or receivers of the Gross Revenues and other amounts pledged hereunder, with such powers as the court making such appointment shall confer.

The provisions of the preceding clause (a), however, are subject to the condition that if, at any time after the principal components of the unpaid Installment Payments shall have been so declared due and payable pursuant to the preceding clause (a), and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the City shall deposit with the Trustee a sum sufficient to pay all principal components of the Installment Payments coming due prior to such declaration and all matured interest components (if any) of the Installment Payments, with interest on such overdue principal and interest components calculated at the net effective rate of interest per annum then borne by the Outstanding Bonds, and the reasonable fees and expenses of the Trustee (including any fees and expenses of its attorneys), and any and all other defaults known to the Trustee (other than in the payment of the principal and interest components of the Installment Payments due and payable solely by reason of such declaration) shall have been made good, then, and in every such case, with the written consent of the Trustee, shall rescind and annul such declaration and its consequences. However, no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon. As provided in Section 8.6, the Trustee shall be required to exercise the remedies provided herein in accordance with the Indenture.

**SECTION 8.3 No Remedy Exclusive**. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article VIII it shall not be necessary to give any notice, other than such notice as may be required in this Article VIII or by law.

**SECTION 8.4 Agreement to Pay Attorneys' Fees and Expenses**. In the event either party to this Agreement should default under any of the provisions hereof and the nondefaulting party, the Trustee or the Owner of any Bonds should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party, the Trustee or such Owner, as the case may be, the reasonable fees of such attorneys and such other expenses so incurred.

**SECTION 8.5 No Additional Waiver Implied by One Waiver**. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**SECTION 8.6 Trustee and Bond Owners to Exercise Rights**. Such rights and remedies as are given to the Authority under this Article VIII have been assigned by the Authority to the Trustee under the Indenture, to which assignment the City hereby consents. Such rights and remedies shall be exercised by the Trustee and the Owners of the Bonds as provided in the Indenture.

**SECTION 8.7 Rights of the Owners of Parity Obligations**. Notwithstanding anything in this Article VIII to the contrary, it is hereby acknowledged and agreed that the rights of the Trustee and the Bond Owners hereunder in and to the Net Revenues and the Electric System shall be exercised on a parity and proportionate basis with the rights of the owners of any Parity Obligations and any fiduciary acting for the benefit of such owners. The provisions of this Article VIII, including but limited to Section 8.2(a) and the provisions of any instruments authorizing the issuance of any Parity Obligations, shall be construed in accordance with the foregoing sentence.

## ARTICLE IX

## PREPAYMENT OF INSTALLMENT PAYMENTS

**SECTION 9.1 Special Mandatory Prepayment**. The principal component of the Installment Payments shall be prepaid in whole or in part on any date, in inverse order of Installment Payment Dates or pro rata among Installment Payment Dates as determined by the City, in integral multiples of $5,000, by paying a prepayment price equal to the aggregate principal components of the Installment Payments to be prepaid, together with the interest component of the Installment Payment required to be prepaid on or accrued to such date, as required by Sections 5.4 and 5.6 hereof, and pursuant to Section 2.3(a) of the Indenture. Any such prepayment price shall be deposited by the Trustee in the Redemption Fund to be applied to the redemption of Bonds pursuant to Section 2.3(a) of the Indenture. The City shall give the Trustee and the Authority written notice of its intention to exercise its option under the second preceding sentence not less than sixty (60) days in advance of the date of exercise (or such lesser period of time as shall be consented to by the Trustee and the Authority).

**SECTION 9.2 Credit for Amounts on Deposit.** In the event of prepayment of the principal components of the Installment Payments in full under this Article IX, such that the Indenture shall be discharged by its terms as a result of such prepayment, and upon payment in full of all Additional Payments and other amounts then due and payable hereunder, all available amounts then on deposit in the funds and accounts established under the Indenture shall be credited towards the amounts then required to be so prepaid.

**SECTION 9.3 Optional Prepayment.** The City may exercise its option to prepay the principal components of the Installment Payments in whole or in part (in integral multiples of $5,000) to the extent the Authority has the ability to effect an optional redemption of the Bonds under the Indenture. The City shall give the Trustee and the Authority written notice of its intention to exercise its option under this Section not less than sixty (60) days in advance of the date of exercise (or such lesser period of time as shall be consented to by the Trustee and the Authority).

## ARTICLE X

## MISCELLANEOUS

**SECTION 10.1 Further Assurances.** The City agrees that it will execute and deliver any and all such further agreements, instruments, financing statements or other assurances as may be reasonably necessary or requested by the Authority or the Trustee to carry out the intention or to facilitate the performance of this Agreement, including, without limitation, to perfect and continue the security interests herein intended to be created.

**SECTION 10.2 Amendment of Indenture.** The Authority covenants that it shall take no action to amend or supplement the Indenture in any manner without obtaining the prior written consent of the City to such amendment or supplement.

**SECTION 10.3 Notices.** Any notice, request, demand or other communication under this Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by telecopy, telex or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by telecopy, telex or other form of telecommunication, (b) upon receipt after deposit in the United States mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Authority, the City or the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the City:
City of Banning
99 E. Ramsey Street
Banning, California 92220
Attention: City Manager
Telephone: (951) 922-3101
Facsimile: (951) 922-3112

If to the Authority:
City of Banning Financing Authority
99 E. Ramsey Street
Banning, California 92220
Attention: Executive Director
Telephone: (951) 922-3101
Facsimile: (951) 922-3112

If to the Trustee: U.S. Bank National Association
633 W. Fifth Street, 24th Floor
Los Angeles, California 90071
Attention: Corporate Trust Services
Telephone: (213) 615-6002
Facsimile: (213) 615-6119

**SECTION 10.4 Third Party Beneficiary**. The Trustee shall be and is hereby made a third party beneficiary hereunder with all rights of a third party beneficiary. [To the extent that this Agreement confers upon or gives or grants to the Bond Insurer any right, remedy or claim under or by reason of this Agreement the Bond Insurer shall be and is hereby made a third-party beneficiary hereunder and may enforce any such right remedy or claim conferred, given or granted hereunder.]

**SECTION 10.5 Payment on Non-Business Day**. Whenever in this Agreement any payment is required to be made on a day which is not a Business Day, such payment shall be made on the first Business Day following such day.

**SECTION 10.6 Governing Law**. This Agreement shall be construed in accordance with and governed by the laws of the State.

**SECTION 10.7 Binding Effect**. This Agreement shall inure to the benefit of and shall be binding upon the Authority and the City, and their respective successors and assigns, subject, however, to the limitations contained herein.

**SECTION 10.8 Severability of Invalid Provisions**. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Authority and the City each hereby declares that it would have entered into this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Agreement may be held illegal, invalid or unenforceable.

**SECTION 10.9 Article and Section Headings and References**. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Agreement. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof; and words of the masculine gender shall mean and include words of the feminine and neuter genders.

**SECTION 10.10 Execution of Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute but one and the same instrument.

**SECTION 10.11 Waiver of Personal Liability**. No member of the City Council, officer, agent or employee of the City shall be individually or personally liable for the payment of Installment Payments or Additional Payments or be subject to any personal liability or accountability by reason of this

Agreement; but nothing herein contained shall relieve any such member of the City Council, officer, agent or employee from the performance of any official duty provided by law or by this Agreement.

**IN WITNESS WHEREOF,** the Authority and the City have caused this Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

CITY OF BANNING,
as purchaser

By: _____
Title: City Manager

CITY OF BANNING FINANCING AUTHORITY,
as seller

By: _____
Title: Executive Director

EXHIBIT A

SCHEDULE OF INSTALLMENT PAYMENTS

| Installment Payment Date | Principal Component | Interest Component | Total |
|---|---|---|---|

EXHIBIT B

DESCRIPTION OF IMPROVEMENTS

**[TO BE UPDATED]**

| **Project Description** | **Budgeted Cost** [1] [2] |
|---|---|
| Install new 34.5 kV circuit breaker in an existing spare position at the Southern California Edison Company ("SCE") Substation | $ 550,000 |
| Construct a new North Substation which will include a 115 kV Edison switchyard and a 68 kV switchyard | 5,106,000 |
| Construct the first of three 15 MVA 69/12.47 kV transformers, and 12.47 V switchgear at North Substation | 2,442,000 |
| Install 12.4 kV underground feeders 1, 2, 3 and 4 at North Substation and pick up load formerly served from San Gorgonio and Midway Substations | 1,820,000 |
| Construct a new 34.5 kV breaker and a half switchyard in the southwest corner of San Gorgonio Substation and connect to existing 34.5/12.47 kV Bank 1 and Bank 2 | 4,440,000 |
| Construct a new 69 kV overhead circuit (30,000 ft.) on wood poles with underbuild from San Gorgonio Substation to the new North Substation | 3,230,000 |
| Construct a new 69 kV switchyard and install two new 56 MVA, 34.5/69 kV transformers in the northwest corner of San Gorgonio Substation | 7,770,000 |
| Install a 12.47 kV underground feeder number 5 at San Gorgonio Substation | 455,000 |
| Install Bank 2 at North Substation | 2,442,000 |
| Construct a new 69 kV switchyard and install the first of two 10 MVA, 69/12.47 kV transformers in Midway Substation | 3,330,000 |
| Install Bank 2 at Midway Substation | 2,442,000 |
| Purchase one-half acre of land for East End Substation | 1,110,000 |
| Construct a new 69 kV underground circuit (12,000 ft.) from Midway Substation to the new North Substation | 2,997,000 |
| Construct a new 69 kV overhead circuit (22,500 ft.) on wood poles with underbuild from San Gorgonio Substation to the Midway Substation | 2,442,000 |

(1) Preliminary, subject to change.
(2) Budgeted costs are based on projected increases in the Producer Price Index for construction materials and components.

$_____
**CITY OF BANNING FINANCING AUTHORITY**
**REFUNDING REVENUE BONDS (ELECTRIC SYSTEM PROJECT)**
**SERIES 2015**

**BOND PURCHASE CONTRACT**

_____ __, 2015

City of Banning Financing Authority
99 East Ramsey Street
Banning, California 92220
Attention: Executive Director

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

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated (the "Representative"), as representative of itself and The Williams Capital Group, L.P. (together with the Representative, the "Underwriters"), offers to enter into this Bond Purchase Contract (this "Purchase Contract") with the City of Banning Financing Authority (the "Authority") and the City of Banning (the "City"). This offer is made subject to the Authority's and the City's acceptance by execution of this Purchase Contract and delivery of the same to the Underwriters on or before 11:59 p.m. on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the Authority and the City at any time prior to such acceptance. Upon the Authority's and the City's acceptance hereof, the Purchase Contract will be binding upon the Authority, the City and the Underwriters. Capitalized terms used in this Purchase Contract and not otherwise defined herein shall have the respective meanings set forth for such terms in the Trust Indenture (defined below).

**Section 1. Purchase and Sale**. Upon the terms and conditions and upon the basis of the representations set forth in this Purchase Contract, the Underwriters agree to purchase from the Authority, and the Authority agrees to sell and deliver to the Underwriters, all (but not less than all) of the $_____ City of Banning Financing Authority Refunding Revenue Bonds (Electric System Project) Series 2015 (the "Bonds") at a purchase price of $_____ (being an amount equal to the principal amount of the Bonds, plus/less a net original issue premium/discount of $_____ and less an Underwriters' discount of $_____). The obligations of the Underwriters to purchase, accept delivery of and pay for the Bonds shall be conditioned on the sale and delivery of all of the Bonds by the Authority to the Underwriters at Closing (as such term is defined herein).

**Section 2. Bond Terms; Authorizing Instruments**. (a) The Bonds shall be dated their date of delivery and shall mature and bear interest as shown on Exhibit A attached hereto. The Bonds shall be as described in, and shall be issued and secured under, an Indenture of Trust, dated as

of August 1, 2015 (the "Trust Indenture"), by and among the Authority, the City and U.S. Bank National Association, as trustee (the "Trustee"). The Bonds are payable and subject to redemption as provided in the Trust Indenture and as described in the Official Statement.

(b) The Bonds will be issued pursuant to Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584, and are payable from and secured by the Authority's pledge of "Revenues" under and as defined in the Trust Indenture, consisting primarily of Installment Payments to be made by the City to the Authority pursuant to an Installment Sale Agreement, dated as of August 1, 2015 (the "Installment Sale Agreement"), by and between the Authority and the City.

(c) The net proceeds of the sale of the Bonds will be used: (i) to finance certain capital improvements to the City's electric system (the "Enterprise"); (ii) to refund the Authority's Revenue Bonds (Electric System Project), Series 2007 (the "2007 Bonds"); and (iii) to pay the costs of issuing the Bonds. [UPDATE TO REFLECT INSURANCE, RESERVE FUND AND CAPITALIZED INTEREST AS NECESSARY]

**Section 3. Public Offering.** The Underwriters agree to make an initial bona fide public offering of all of the Bonds, at not in excess of the initial public offering yields or prices set forth on Exhibit A attached hereto. Following the initial public offering of the Bonds, the offering prices may be changed from time to time by the Underwriters. The City and the Authority acknowledge and agree that: (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction among the City, Authority and the Underwriters; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principal and are not acting as Municipal Advisors (as such term is defined in Section 15B of The Securities Exchange Act of 1934, as amended) to the City or the Authority; (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the City or the Authority with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or is currently providing other services to the City or the Authority on other matters); (iv) the Underwriters have financial interests that may differ from and be adverse to those of the City or the Authority; and (v) the City and Authority have consulted their own legal, financial and other advisors to the extent that they have deemed appropriate.

**Section 4. Official Statement; Continuing Disclosure.** (a) The Authority has delivered to the Underwriters the Preliminary Official Statement dated _____ __, 2015 (the "Preliminary Official Statement") and will deliver to the Underwriters the final Official Statement dated the date of this Purchase Contract (as amended and supplemented from time to time pursuant to Section 5(i) of this Purchase Contract, the "Official Statement").

(b) The Authority hereby authorizes the use of the Official Statement and the information contained therein by the Underwriters in connection with the public offering and the sale of the Bonds. The Authority consents to the use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Bonds. The Underwriters hereby agree that they will not send any confirmation requesting payment for the purchase of any Bonds unless the confirmation is accompanied by or preceded by the delivery of a copy of the Official Statement. The Underwriters agree: (1) to provide the Authority with final pricing information on the Bonds on a timely basis prior to the Closing; and (2) to take any and all

other actions necessary to comply with applicable Securities and Exchange Commission rules and Municipal Securities Rulemaking Board (the "MSRB") rules governing the offering, sale and delivery of the Bonds to ultimate purchasers.

(c) In connection with the issuance of the Bonds, and in order to assist the Underwriters in complying with the provisions of Securities and Exchange Commission Rule 15c2-12 ("Rule 15c2-12"), the City will execute a Continuing Disclosure Agreement, dated as of August 1, 2015 (the "Continuing Disclosure Undertaking"), with Willdan Financial Services, as dissemination agent (the "Dissemination Agent"), under which the City will undertake to provide certain financial and operating data as required by Rule 15c2-12. The form of the Continuing Disclosure Undertaking is attached as an appendix to the Preliminary Official Statement.

**Section 5. Representations, Warranties and Covenants of the Authority.** The Authority hereby represents, warrants and agrees with the Underwriters that:

(a) The Commission of the Authority has taken official action by resolution (the "Authority Resolution") adopted by a majority of the members of the Commission of the Authority at a regular meeting duly called, noticed and conducted, at which a quorum was present and acting throughout, authorizing the execution, delivery and due performance of the Trust Indenture, the Installment Sale Agreement, the Escrow Agreement, dated as of August 1, 2015 (the "Escrow Agreement"), by and between the Authority and U.S. Bank National Association, as escrow agent (the "Escrow Agent"), this Purchase Contract (together with the Trust Indenture, the Installment Sale Agreement and the Escrow Agreement, the "Authority Agreements") and the Official Statement, and the taking of any and all such action as may be required on the part of the Authority to carry out, give effect to and consummate the transactions contemplated hereby.

(b) The Authority is a joint exercise of powers authority duly organized and existing under the laws of the State of California (the "State") and has all necessary power and authority to adopt the Authority Resolution and to enter into and perform its duties under the Authority Agreements.

(c) By all necessary official action, the Authority has duly authorized the preparation and delivery of the Preliminary Official Statement and the preparation, execution and delivery of the Official Statement, has duly authorized and approved the execution and delivery of, and the performance of its obligations under, the Bonds and the Authority Agreements, and the consummation by it of all other transactions contemplated by the Authority Resolution, the Authority Agreements, the Preliminary Official Statement and the Official Statement. When executed and delivered, the Authority Agreements (assuming due authorization, execution and delivery by and enforceability against the other parties thereto) will be in full force and effect and each will constitute legal, valid and binding agreements or obligations of the Authority, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State.

(d) At the time of the Authority's acceptance hereof and at all times subsequent thereto up to and including the time of the Closing, the information and statements in the Official Statement under the caption "THE AUTHORITY" and the information and statements in the Official Statement relating to the Authority under the caption "LITIGATION" do not and will not contain any untrue

statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) As of the date hereof, except as described in the Preliminary Official Statement, there is no action, suit, proceeding or investigation before or by any court, public board or body pending against, and notice of which has been served on and received by, the Authority or, to the best knowledge of the Authority, threatened, wherein an unfavorable decision, ruling or finding would: (i) affect the creation, organization, existence or powers of the Authority, or the titles of its members or officers; (ii) in any way question or affect the validity or enforceability of Authority Agreements or the Bonds, or (iii) in any way question or affect the Purchase Contract or the transactions contemplated by the Purchase Contract, the Official Statement, or any other agreement or instrument to which the Authority is a party relating to the Bonds.

(f) There is no consent, approval, authorization or other order of, or filing or registration with, or certification by, any regulatory authority having jurisdiction over the Authority required for the execution and delivery of this Purchase Contract and the other Authority Agreements or the consummation by the Authority of the transactions contemplated by the Official Statement or the Authority Agreements.

(g) Any certificate signed by any official of the Authority authorized to do so shall be deemed a representation and warranty by the Authority to the Underwriters as to the statements made therein.

(h) The Authority is not in default, and at no time has the Authority defaulted in any material respect, on any bond, note or other obligation for borrowed money or any agreement under which any such obligation is or was outstanding.

(i) If any event occurs of which the Authority has knowledge between the date of this Purchase Contract and the date of the Closing that might or would cause the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority shall notify the Representative and if, in the opinion of the Representative, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority will cooperate with the Underwriters in causing the Official Statement to be amended or supplemented in a form and in a manner approved by the Representative. All expenses thereby incurred will be paid by the Authority, and the Underwriters will file, or cause to be filed, the amended or supplemented Official Statement with the MSRB's Electronic Municipal Market Access database ("EMMA").

(j) The Authority will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Representative may reasonably request in order: (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Representative may designate; and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions. The Authority will not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(k) The Authority is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation of any state or of the United States, or any agency or instrumentality of either, or any applicable judgment or decree, or any loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument to which the Authority is a party, which breach or default has or may have an adverse effect on the ability of the Authority to perform its obligations under the Authority Agreements, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument; and the adoption, execution and delivery of the Authority Agreements, if applicable, and compliance with the provisions on the Authority's part contained therein, will not conflict in any material way with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument to which the Authority is a party, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Authority or under the terms of any such law, regulation or instrument, except as may be provided by the Authority Agreements.

(l) Except as set forth in the Official Statement under the caption "CONTINUING DISCLOSURE," the Authority has complied in all material respects with its continuing disclosure undertakings in the past five years.

**Section 6. Representations, Warranties and Covenants of the City**. The City hereby represents, warrants and agrees with the Underwriters that:

(a) The City Council (the "City Council") of the City has taken official action by Resolution (the "City Resolution") adopted by a majority of the members of the City Council at a meeting duly called, noticed and conducted, at which a quorum was present and acting throughout, authorizing the execution, delivery and due performance of the Indenture, the Installment Sale Agreement, the Continuing Disclosure Undertaking, this Purchase Contract (together with the Indenture, the Installment Sale Agreement and the Continuing Disclosure Agreement, the "City Agreements") and the Official Statement and the taking of any and all such action as may be required on the part of the City and carry out, give effect to and consummate the transactions contemplated hereby.

(b) The City is a municipal corporation and general law city duly organized and existing under the laws of the State and has all necessary power and authority to adopt the City Resolution and to enter into and perform its duties under the City Agreements.

(c) By all necessary official action, the City has duly adopted the City Resolution, has duly authorized the preparation and delivery of the Preliminary Official Statement and the preparation, execution and delivery of the Official Statement, has duly authorized and approved the execution and delivery of, and the performance of its obligations under, the City Agreements, and the consummation by it of all other transactions contemplated by the City Resolution, the City Agreements, the Preliminary Official Statement and the Official Statement. When executed and delivered, the City Agreements (assuming due authorization, execution and delivery by and enforceability against the other parties thereto, as applicable) will be in full force and effect and each will constitute legal, valid and binding agreements or obligations of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy,

insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State.

(d) At the time of the City's acceptance hereof and at all times subsequent thereto up to and including the time of the Closing, the information and statements in the Official Statement (other than under the caption "THE AUTHORITY" and statements relating to the Authority under the caption "LITIGATION") do not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that no representation is made with respect to information relating to DTC (as such term is defined herein) or DTC's book-entry system).

(e) As of the date hereof, except as described in the Preliminary Official Statement, there is no action, suit, proceeding or investigation before or by any court, public board or body pending against, and notice of which has been served on and received by, the City or, to the best knowledge of the City, threatened, wherein an unfavorable decision, ruling or finding would: (i) affect the creation, organization, existence or powers of the City, or the titles of its members or officers; (ii) in any way question or affect the validity or enforceability of City Agreements or the Bonds; or (iii) in any way question or affect the Purchase Contract or the transactions contemplated by the Purchase Contract, the Official Statement, or any other agreement or instrument to which the City is a party relating to the Bonds.

(f) There is no consent, approval, authorization or other order of, or filing or registration with, or certification by, any regulatory authority having jurisdiction over the City required for the execution and delivery of this Purchase Contract and the City Agreements or the consummation by the City of the transactions contemplated by the Official Statement or the City Agreements.

(g) Any certificate signed by any official of the City authorized to do so shall be deemed a representation and warranty by the City to the Underwriters as to the statements made therein.

(h) The City is not in default, and at no time has the City defaulted in any material respect, on any bond, note or other obligation for borrowed money or any agreement under which any such obligation is or was outstanding.

(i) If any event occurs of which the City has knowledge between the date of this Purchase Contract and the date of the Closing that might or would cause the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City shall notify the Representative and, if in the opinion of the Representative, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will cooperate with the Underwriters in causing the Official Statement to be amended or supplemented in a form and in a manner approved by the Representative. All expenses thereby incurred will be paid by the City, and the Underwriters will file, or cause to be filed, the amended or supplemented Official Statement with EMMA.

(j) Except as set forth in the Official Statement under the caption "CONTINUING DISCLOSURE," the City has complied in all material respects with its continuing disclosure undertakings in the past five years.

(k) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Representative may reasonably request in order: (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Representative may designate; and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions. The City will not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(l) The City is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation of any state or of the United States, or any agency or instrumentality of either, or any applicable judgment or decree, or any loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument to which the City is a party, which breach or default has or may have an adverse effect on the ability of the City to perform its obligations under the City Agreements, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument; and the adoption, execution and delivery of the City Agreements, if applicable, and compliance with the provisions on the City's part contained therein, will not conflict in any material way with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument to which the City is a party, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City or under the terms of any such law, regulation or instrument, except as may be provided by the City Agreements.

(m) The financial statements relating to the receipts, expenditures and cash balances of the City as of June 30, 2014 attached as an appendix to the Official Statement fairly represent the receipts, expenditures and cash balances of the City as of such date. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Representative, there has not been any materially adverse change in the financial condition of the City or the Enterprise or in the City's operations or the operations of the Enterprise since June 30, 2014, and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

**Section 7. The Closing**. (a) At 8:00 A.M., Pacific Time, on _____ __, 2015, or on such earlier or later time or date as may be agreed upon by the Representative, the Authority and the City (the "Closing"), the Authority shall deliver or cause to be delivered to the Trustee, the Bonds in definitive form, registered in the name of Cede & Co., as the nominee of The Depository Trust Company, New York, New York ("DTC") (so that the Bonds may be authenticated by the Trustee and credited to the account specified by the Representative under DTC's FAST procedures). Prior to the Closing, the Authority shall deliver, at the offices of Norton Rose Fulbright US LLP ("Bond Counsel") in Los Angeles, California, or such other place as is mutually agreed upon by the Representative, the City and the Authority, the other documents described in this Purchase Contract.

On the date of the Closing, the Underwriters shall pay the purchase price of the Bonds as set forth in Section 1 of this Purchase Contract in immediately available funds to the order of the Trustee.

(b) The Bonds shall be issued in fully registered form and shall be prepared and delivered as one Bond for each maturity registered in the name of a nominee of DTC. It is anticipated that CUSIP identification numbers will be inserted on the Bonds, but neither the failure to provide such numbers nor any error with respect thereto shall constitute a cause for failure or refusal by the Underwriters to accept delivery of the Bonds in accordance with the terms of this Purchase Contract.

**Section 8. Conditions to Underwriters' Obligations.** The Underwriters have entered into this Purchase Contract in reliance upon the representations and warranties of the Authority and the City contained herein and to be contained in the documents and instruments to be delivered on the date of the Closing, and upon the performance by the Authority and the City of their respective obligations to be performed hereunder and under such documents and instruments to be delivered at or prior to the date of the Closing. The Underwriters' obligations under this Purchase Contract are and shall also be subject to the following conditions:

(a) The representations and warranties of the Authority and the City contained in this Agreement shall be true and correct in all material respects on the date of this Purchase Contract and on and as of the date of the Closing as if made on the date of the Closing.

(b) As of the date of the Closing, the Official Statement shall not have been amended, modified or supplemented, except in any case as may have been agreed to by the Representative.

(c) (i) As of the date of the Closing, the Authority Resolution, the City Resolution, the Authority Agreements and the City Agreements shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to by the Authority, the City and the Representative; (ii) the Authority shall perform or have performed all of its obligations required under or specified in the Authority Resolution, the Authority Agreements and this Purchase Contract to be performed at or prior to the date of the Closing; and (iii) the City shall perform or have performed all of its obligations required under or specified in the City Resolution, the City Agreements and this Purchase Contract to be performed at or prior to the date of the Closing.

(d) As of the date of the Closing, all necessary official action of the Authority relating to the Authority Agreements, the Authority Resolution and the Official Statement, and all necessary official action of the City relating to the City Agreements, the City Resolution, and the Official Statement, shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect.

(e) Subsequent to the date of this Purchase Contract, up to and including the date of the Closing, there shall not have occurred any change in the financial affairs of the Authority or the City, or in the operations of the Enterprise, as described in the Official Statement, which in the reasonable professional judgment of the Representative materially impairs the investment quality of the Bonds.

(f) As of or prior to the date of the Closing, the Underwriters shall have received each of the following documents:

(A) Certified copies of the Authority Resolution and the City Resolution.

(B) Duly executed copies of the Authority Agreements and the City Agreements.

(C) The Preliminary Official Statement and the Official Statement, with the Official Statement duly executed on behalf of the Authority and the City.

(D) An approving opinion of Bond Counsel, dated as of the Closing, as to the validity of the Bonds and the exclusion of interest on the Bonds from federal and State income taxation, addressed to the Authority and the City substantially in the form attached as an appendix to the Official Statement, and a reliance letter with respect thereto addressed to the Underwriters and the Trustee.

(E) A supplemental opinion of Bond Counsel, addressed to the Underwriters, to the effect that:

(1) The Purchase Contract has been duly executed and delivered by the Authority and the City and is valid and binding upon the Authority and the City, subject to laws relating to bankruptcy, insolvency, reorganization or creditors' rights generally and to the application of equitable principles;

(2) The Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Trust Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; and

(3) The statements contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE BONDS" (other than statements relating to DTC or its book-entry system), "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "TAX MATTERS," and in Appendices C and D, insofar as such statements purport to describe certain provisions of the Bonds, or to state legal conclusions and the opinion of Bond Counsel regarding the tax exempt nature of the Bonds for federal and State income tax purposes, present a fair and accurate summary of the provisions thereof.

(F) A defeasance opinion of Bond Counsel relating to the 2007 Bonds, in form and substance satisfactory to Bond Counsel, the Trustee and the Underwriters.

(G) A letter, dated the Closing Date and addressed to the Underwriters, of Norton Rose Fulbright US LLP, Disclosure Counsel, to the effect that Disclosure Counsel is not passing upon and has not undertaken to determine independently or to verify the accuracy or completeness of the statements contained in the Official Statement, and is, therefore, unable to make any representation to the Underwriters in that regard, but on the basis of its participation in conferences with representatives of the City, the City Attorney, the Authority, Bond Counsel, the City's Financial Advisor, representatives of the Underwriters and others, during which conferences the content of the Official Statement and related matters were discussed, and its examination of certain documents, and, in reliance thereon and based on the information made available to it in its role as Disclosure Counsel and its understanding of applicable law, Disclosure Counsel advises the Underwriters as a matter of fact, but not opinion, that no information has come to the attention of the attorneys in the firm working on such matter which has led them to believe that the Official Statement (excluding therefrom the financial and statistical data, forecasts, charts, numbers, estimates, projections, assumptions and expressions of opinion included in the Official Statement, information regarding DTC and its book entry system and the information set forth in Appendices A, F and G, as to all of

which no opinion is expressed) as of its date and as of the Closing contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and advising the Underwriters that, other than reviewing the various certificates and opinions required by this Purchase Contract regarding the Official Statement, Disclosure Counsel has not taken any steps since the date of the Official Statement to verify the accuracy of the statements contained in the Official Statement.

(H) An opinion of the City Attorney, dated as of the Closing addressed to the Authority, the City and the Underwriters, substantially in the form attached hereto as Exhibit E.

(I) An executed Rule 15c2-12 certificate of the Authority and the City, dated as of the date of the Preliminary Official Statement, in the form attached hereto as Exhibit B.

(J) An executed closing certificate of the Authority, dated as of the Closing, in the form attached hereto as Exhibit C.

(K) An executed closing certificate of the City, dated as of the Closing, in the form attached hereto as Exhibit D.

(L) The opinion or opinions of counsel of the Trustee and the Escrow Agent, dated as of the Closing, addressed to the Authority, the City and the Underwriters, in form and substance satisfactory to Bond Counsel and the Representative.

(M) A certificate or certificates, dated as of the Closing, in form and substance acceptable to the Representative, of an authorized officer of officers of the Trustee to the effect that the Trustee has accepted the duties imposed by the Trust Indenture and is authorized to carry out such duties.

(N) A certificate or certificates, dated as of the Closing, in form and substance acceptable to the Representative, of an authorized officer of officers of the Escrow Agent to the effect that the Escrow Agent has accepted the duties imposed by the Escrow Agreement and is authorized to carry out such duties.

(O) Evidence of required filings with the California Debt and Investment Advisory Commission.

(P) A copy of the executed Blanket Issuer Letter of Representations by and between the Authority and DTC relating to the book entry system.

(Q) Evidence that the rating or ratings assigned to the Bonds as of the date of the Closing are as set forth in the Official Statement.

(R) A certified copy of the general resolution of the Trustee and the Escrow Agent authorizing the execution and delivery of certain documents by certain officers of the Trustee and the Escrow Agent, which resolution authorizes the execution and delivery of the Trust Indenture and the Escrow Agreement and the authentication and delivery of the Bonds by the Trustee.

(S) An opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, counsel to the Underwriters, addressed to the Underwriters and in form and substance satisfactory to the Representative.

(T) A report of [Digital Assurance Certification LLC] as to compliance by the City and related entities with their respective continuing disclosure undertakings.

(U) A tax arbitrage certificate with respect to the Bonds, in form and substance satisfactory to Bond Counsel and the Representative.

(V) A certificate of the Dissemination Agent to the effect that the Continuing Disclosure Undertaking has been duly executed and delivered by the Dissemination Agent and, subject to due authorization and delivery by the City, is valid and binding upon the Dissemination Agent, subject to laws relating to bankruptcy, insolvency, reorganization or creditors' rights generally and to the application of equitable principles.

(W) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriters or Bond Counsel may reasonably request to evidence compliance by the Authority and the City with legal requirements, the truth and accuracy, as of the date of the Closing, of the representations of the Authority and the City herein contained and of the Official Statement and the due performance or satisfaction by the Authority and the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Authority and the City.

All of the opinions, letters, certificates, instruments and other documents mentioned in this Purchase Contract shall be deemed to be in compliance with the provisions of this Purchase Contract if, but only if, they are in form and substance satisfactory to the Representative. If the Authority and the City are unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds contained in this Purchase Contract, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriters, the Authority nor the City shall be under further obligations hereunder, except that the respective obligations of the Authority, the City and the Underwriters set forth in Section 12 of this Purchase Contract shall continue in full force and effect.

**Section 9. Conditions to Authority's and City's Obligations.** The performance by the Authority and the City of their respective obligations under this Purchase Contract are conditioned upon: (i) the performance by the Underwriters of their obligations hereunder; and (ii) receipt by the Authority and the City of opinions addressed to the Authority and the City, receipt by the Underwriters of opinions addressed to the Underwriters, and the delivery of certificates being delivered on the date of the Closing by persons and entities other than the Authority and the City.

**Section 10. Termination Events.** The Underwriters shall have the right to terminate the Underwriters' obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds by notifying the Authority and the City of its election to do so if, after the execution hereof and prior to the Closing, any of the following events occurs:

(A) the marketability of the Bonds or the market price thereof, in the reasonable opinion of the Representative, has been materially and adversely affected by any decision issued by a

court of the United States (including the United States Tax Court) or of the State, by any ruling or regulation (final, temporary or proposed) issued by or on behalf of the Department of the Treasury of the United States, the Internal Revenue Service, or other governmental agency of the United States, or any governmental agency of the State, or by a tentative decision or announcement by any member of the House Ways and Means Committee, the Senate Finance Committee, or the Conference Committee with respect to contemplated legislation or by legislation enacted by, pending in, or favorably reported to either the House of Representatives or either House of the Legislature of the State, or formally proposed to the Congress of the United States by the President of the United States or to the Legislature of the State by the Governor of the State in an executive communication, affecting the tax status of the Authority or the City, their property or income, their debt or contractual obligations (including the Bonds) or the interest thereon or any tax exemption granted or authorized by the Internal Revenue Code of 1986, as amended;

(B) the United States becomes engaged in hostilities that result in a declaration of war or a national emergency, or any other outbreak of hostilities occurs, or a local, national or international calamity or crisis occurs, financial or otherwise, the effect of such outbreak, calamity or crisis being such as, in the reasonable opinion of the Representative, would affect materially and adversely the ability of the Underwriters to market the Bonds;

(C) there occurs a general suspension of trading on the New York Stock Exchange or the declaration of a general banking moratorium by the United States, New York or State authorities;

(D) a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission is issued or made to the effect that the issuance, offering or sale of the Bonds is or would be in violation of any provision of the Securities Act of 1933, as then in effect, or of the Securities Exchange Act of 1934, as then in effect, or of the Trust Indenture Act of 1939, as then in effect;

(E) legislation is enacted by the House of Representatives or the Senate of the Congress of the United States of America, or a decision by a court of the United States of America is rendered, or a ruling or regulation by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter is made or proposed to the effect that the Bonds are not exempt from registration, qualification or other similar requirements of the Securities Act of 1933, as then in effect, or of the Trust Indenture Act of 1939, as then in effect;

(F) in the reasonable judgment of the Representative, the market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, might be materially and adversely affected because additional material restrictions not in force as of the date hereof are imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(G) the Office of the Comptroller of the Currency, The New York Stock Exchange or other national securities exchange, or any governmental authority, imposes, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increases materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, or financial responsibility requirements of the Underwriters;

(H) a general banking moratorium is established by federal, New York or State authorities;

(I) any legislation, ordinance, rule or regulation is introduced in or enacted by any governmental body, department or agency in the State or a decision of a court of competent jurisdiction within the State is rendered, which, in the reasonable opinion of the Representative, after consultation with the Authority and the City, materially adversely affects the market price of the Bonds;

(J) any federal or State court, authority or regulatory body takes action materially and adversely affecting the collection of Revenues under the Trust Indenture or Gross Revenues under the Installment Sale Agreement; or

(K) any rating of the Bonds is downgraded, suspended or withdrawn by a national rating service, which, in the reasonable opinion of the Representative, materially adversely affects the marketability or market price of the Bonds;

(L) an event occurs which in the reasonable opinion of the Representative requires a supplement or amendment to the Official Statement and: (i) the Authority or the City refuses to prepare and furnish such supplement or amendment; or (ii) in the reasonable judgment of the Representative, the occurrence of such event materially and adversely affects the marketability of the Bonds or renders the enforcement of the sale contracts of the Bonds impracticable;

(M) an order, decree or injunction issued by any court of competent jurisdiction, or order, ruling, regulation (final, temporary or proposed), official statement or other form of notice or communication issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental authority having jurisdiction of the subject matter, to the effect that: (i) obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Trust Indenture is not exempt from qualification under the Trust Indenture Act of 1939, as amended; or (ii) the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as amended and then in effect;

(N) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any domestic governmental authority or by any domestic national securities exchange, which are material to the marketability of the Bonds; or

(O) the commencement of any action, suit or proceeding described in Section 5(e) or Section 6(e).

**Section 11. Changes in Official Statement**. After the Closing, neither the Authority nor the City will adopt any amendment of or supplement to the Official Statement to which the Representative shall reasonably object in writing unless the Authority or its counsel determines that such amendment or supplement is required under applicable law. Within 90 days after the Closing or within 25 days following the "end of the underwriting period" (as such term is defined below), whichever occurs first, if any event relating to or affecting the Bonds, the Enterprise, the Trustee, the City or the Authority shall occur as a result of which it is necessary, in the opinion of the

Representative, to amend or supplement the Official Statement in order to make the Official Statement not misleading in any material respect in the light of the circumstances existing at the time it is delivered to a purchaser, the Authority will forthwith prepare and furnish to the Underwriters an amendment or supplement that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to purchaser, not misleading. The City and the Authority shall cooperate with the Underwriters in the filing by the Underwriters of such amendment or supplement to the Official Statement with the MSRB. As used herein, the term "end of the underwriting period" means the later of such time as: (i) the Authority delivers the Bonds to the Underwriters; or (ii) the Underwriters do not retain, directly or as members of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Notwithstanding the foregoing, unless the Representative gives notice to the contrary, the "end of the underwriting period" shall be the date of the Closing. Any notice delivered pursuant to this provision shall be written notice delivered to the Authority and the City at or prior to the date of the Closing and shall specify a date (other than the date of the Closing) to be deemed the "end of the underwriting period."

**Section 12. Payment of Expenses.** (a) The Underwriters shall be under no obligation to pay, and the City shall pay the following expenses incident to the performance of the Authority's and the City's obligations hereunder:

(i) the fees and disbursements of Bond Counsel and Disclosure Counsel;

(ii) the cost of printing and delivering the Bonds, the Preliminary Official Statement and the Official Statement (and any amendment or supplement prepared pursuant to Section 11 of this Purchase Contract);

(iii) the fees and disbursements of accountants, advisers and of any other experts or consultants retained by the Authority or the City, including the City Attorney; and

(iv) any other expenses and costs of the Authority and the City incident to the performance of their respective obligations in connection with the authorization, issuance and sale of the Bonds, including out of pocket expenses and regulatory expenses, and any other expenses agreed to by the parties.

(b) The Underwriters shall pay all expenses incurred by it in connection with the public offering and distribution of the Bonds including, but not limited to:

(i) all advertising expenses in connection with the offering of the Bonds; and

(ii) all out-of-pocket disbursements and expenses incurred by the Underwriters in connection with the offering and distribution of the Bonds (including without limitation the fees and expenses of its counsel and the MSRB, CUSIP Bureau, California Debt and Investment Advisory Commission and California Public Securities Association fees, if any), except as provided in clause (a) above.

**Section 13. Notices.** Any notice or other communication to be given to the Authority or the City under this Purchase Contract may be given by delivering the same in writing to the Authority and the City at the addresses set forth on the first page of this Purchase Contract, and any

notice or other communication to be given to the Underwriters under this Purchase Contract may be given by delivering the same in writing to

Stifel, Nicolaus & Company Incorporated, as Representative
One Montgomery Street, 35th Floor
San Francisco, California 94104
Attention: Guillermo Garcia

**Section 14. Survival of Representations, Warranties, Agreements.** All of the Authority's and the City's representations, warranties and agreements contained in this Purchase Contract shall remain operative and in full force and effect regardless of: (a) any investigations made by or on behalf of the Underwriters; or (b) delivery of and payment for the Bonds pursuant to this Purchase Contract. The agreements contained in this Section and in Section 12 shall survive any termination of this Purchase Contract.

**Section 15. Benefit; No Assignment.** This Purchase Contract is made solely for the benefit of the Authority, the City and the Underwriters (including their successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. The rights and obligations created by this Purchase Contract are not subject to assignment by the Underwriters, the Authority or the City without the prior written consent of the other parties hereto.

**Section 16. Severability.** In the event that any provision of this Purchase Contract is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Purchase Contract.

**Section 17. Counterparts.** This Purchase Contract may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute the Purchase Contract by signing any such counterpart.

**Section 18. Governing Law.** This Purchase Contract shall be governed by the laws of the State.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**Section 19. Effectiveness**. This Purchase Contract shall become effective upon the execution of the acceptance hereof by an authorized officer of the Authority and the City, and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

STIFEL, NICOLAUS & COMPANY
INCORPORATED, as Representative

By: _____
Title: Authorized Officer

Accepted:

CITY OF BANNING

By:_____
City Manager

Time of Execution: _____ Pacific Time

CITY OF BANNING FINANCING AUTHORITY

By:_____
Executive Director

Time of Execution: _____ Pacific Time

**EXHIBIT A**

**$_____**
**CITY OF BANNING FINANCING AUTHORITY**
**REFUNDING REVENUE BONDS (ELECTRIC SYSTEM PROJECT)**
**SERIES 2015**

**MATURITY SCHEDULE**

| *Principal Payment Date (June 1)* | *Principal* | *Coupon* | *Yield* | *Price* |
|---|---|---|---|---|
| | $ | % | % | |

(C) Priced to first optional redemption date of June 1, 20__ at par.

**EXHIBIT B**

**$_____***
**CITY OF BANNING FINANCING AUTHORITY**
**REFUNDING REVENUE BONDS (ELECTRIC SYSTEM PROJECT)**
**SERIES 2015**

**15c2-12 CERTIFICATE**

The undersigned hereby certifies and represents that he or she is the duly appointed and acting representative of the City of Banning (the "City") and the City of Banning Financing Authority (the "Authority"), and is duly authorized to execute and deliver this Certificate on behalf of the City and the Authority, and further hereby certifies and reconfirms on behalf of the City and the Authority as follows:

(1) This Certificate is delivered in connection with the offering and sale of the above captioned bonds (the "Bonds") in order to enable the underwriter of the Bonds to comply with Securities and Exchange Commission Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (the "Rule").

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, setting forth information concerning the Bonds, the Authority and the City (the "Preliminary Official Statement").

(3) As used herein, "Permitted Omissions" means the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all with respect to the Bonds.

(4) The Preliminary Official Statement is, except for the Permitted Omissions, deemed final within the meaning of Rule 15c2-12, and the information therein is accurate and complete except for the Permitted Omissions.

Dated: _____ __, 2015

CITY OF BANNING

By:_____
City Manager

* *Preliminary, subject to change.*

CITY OF BANNING FINANCING AUTHORITY

By:_____
Executive Director

**EXHIBIT C**

**$_____**
**CITY OF BANNING FINANCING AUTHORITY**
**REFUNDING REVENUE BONDS (ELECTRIC SYSTEM PROJECT)**
**SERIES 2015**

**CLOSING CERTIFICATE OF THE AUTHORITY**

The undersigned hereby certifies and represents that he is the duly appointed and acting representative of the City of Banning Financing Authority (the "Authority"), and is duly authorized to execute and deliver this Certificate and further hereby certifies and reconfirms on behalf of the Authority as follows:

(i) The representations, warranties and covenants of the Authority contained in the Bond Purchase Contract, dated _____ __, 2015 (the "Purchase Contract"), by and among the Authority, the City of Banning and Stifel, Nicolaus & Company, Incorporated, as representative of the underwriters, are true and correct and in all material respects on and as of the date of the Closing, with the same effect as if made on the date of the Closing.

(ii) The Authority Resolution is in full force and effect at the date of the Closing and has not been amended, modified or supplemented, except as agreed to by the Authority and the underwriters.

(iii) The Authority has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied on or prior to the date of the Closing.

(iv) The statements and descriptions in the Official Statement pertaining to the Authority do not contain any untrue or misleading statement of a material fact and do not omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading.

Capitalized terms used but not defined herein have the meanings given to such terms in the Purchase Contract.

Dated: _____ __, 2015

CITY OF BANNING FINANCING AUTHORITY

By:_____
Executive Director

**EXHIBIT D**

**$_____**
**CITY OF BANNING FINANCING AUTHORITY**
**REFUNDING REVENUE BONDS (ELECTRIC SYSTEM PROJECT)**
**SERIES 2015**

**CLOSING CERTIFICATE OF THE CITY**

The undersigned hereby certifies and represents that he or she is the duly appointed and acting representative of the City of Banning (the "City"), and is duly authorized to execute and deliver this Certificate and further hereby certifies and reconfirms on behalf of the City as follows:

(i) The representations, warranties and covenants of the City contained in the Bond Purchase Contract, dated as of _____ __, 2015 (the "Purchase Contract"), by and among the City, the City of Banning Financing Authority, and Stifel, Nicolaus & Company, Incorporated, as representative of the underwriters, are true and correct and in all material respects on and as of the date of the Closing, with the same effect as if made on the date of the Closing.

(ii) The City Resolution is in full force and effect at the date of the Closing and has not been amended, modified or supplemented, except as agreed to by the City and the Underwriters.

(iii) The City has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied on or prior to the date of the Closing.

(iv) Subsequent to the date of the Official Statement and on or prior to the date of this certificate, there has been no adverse change in the condition (financial or otherwise) of the City, whether or not arising in the ordinary course of operations, as described in the Official Statement that would materially and adversely affect the Bonds or the City's performance under the City Agreements.

(v) The Official Statement (other than under the caption "THE AUTHORITY," information pertaining to the Authority under the caption "LITIGATION" and information relating to DTC and its book-entry system) does not contain any untrue or misleading statement of a material fact and does not omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading.

Capitalized terms used but not defined herein have the meanings given to such terms in the Purchase Contract.

Dated: _____ __, 2015

CITY OF BANNING

By:_____
City Manager

**EXHIBIT E**

_____ __, 2015

City of Banning Financing Authority
99 East Ramsey Street
Banning, California 92220

Stifel, Nicolaus & Company, Incorporated,
as Representative
One Montgomery Street, 35th Floor
San Francisco, California 94104

City of Banning
99 East Ramsey Street
Banning, California 92220

Opinion of City Attorney and Authority Counsel

with reference to

$_____
**CITY OF BANNING FINANCING AUTHORITY**
**REFUNDING REVENUE BONDS (ELECTRIC SYSTEM PROJECT)**
**SERIES 2015**

Ladies and Gentlemen:

In my capacity as the General Counsel to the City of Banning Financing Authority (the "Authority") and the City Attorney of the City of Banning (the "City"), in connection with the issuance by the Authority of the above-referenced bonds (the "Bonds"), I have examined such documents, certificates and records as I have deemed relevant and necessary as the basis for the opinion set forth herein. Capitalized terms used and not otherwise defined herein shall have the same meanings as assigned to them in the Bond Purchase Contract, dated _____ __, 2015 (the "Purchase Contract"), by and among Stifel, Nicolaus & Company, Incorporated, as representative of the underwriters, the City and the Authority.

Relying on my examination described above and pertinent law and subject to the limitations and qualifications set forth hereinafter, I am of the following opinion:

1. The City is a municipal corporation and general law city organized and validly existing under the laws of the State of California.

2. Resolution No. ___ of the City Council of the City (the "City Resolution") has been duly adopted at a meeting of such City Council that was duly called and held on July __, 2015 pursuant to law, with all required public notice and at which a quorum was present and acting throughout. The City Resolution is in full force and effect and has not been amended or repealed.

3. The City has duly authorized, executed and delivered the City Agreements. Assuming due authorization, execution and delivery by the other parties thereto, as necessary, the

City Agreements constitute legal, valid and binding agreements of the City enforceable against the City in accordance with their terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, debt adjustment, fraudulent conveyance or transfer, moratorium, reorganization or other laws affecting the enforcement of creditors' rights generally and equitable remedies if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and limitations on remedies against public agencies.

4. Except as disclosed in the Official Statement, there is no action, suit or proceeding before or by any court, public board or body pending (with service of process having been accomplished on the City) or, to the best of my knowledge, threatened wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence or powers of the City or the titles of its officers to their respective offices; (b) in any way question or affect the validity or enforceability of the City Agreements or the Bonds; (c) find illegal, invalid or unenforceable the City Agreements or the transactions contemplated thereby, or any other agreement or instrument related to the issuance of the Bonds to which the City is a party; or (d) have a material adverse effect on the ability of the City to make Installment Payments when due.

5. The execution and delivery of the City Agreements and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State of California, the United States or any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note, resolution, indenture, trust agreement, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound in a manner which would materially adversely affect the City's performance under the City Agreements.

6. The Authority is a joint exercise of powers authority organized and validly existing under the laws of the State of California.

7. Resolution No. ____ of the Authority (the "Authority Resolution") has been duly adopted at a regular meeting of the Commission of the Authority that was duly called and held on July __, 2015 pursuant to law, with all required public notice and at which a quorum was present and acting throughout. The Authority Resolution is in full force and effect and has not been amended or repealed.

8. The Authority has duly authorized, executed and delivered the Official Statement, and the Authority Agreements. Assuming due authorization, execution and delivery by the other parties thereto, as necessary, the Authority Agreements constitute legal, valid and binding agreements of the Authority enforceable against the Authority in accordance with their terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, debt adjustment, fraudulent conveyance or transfer, moratorium, reorganization or other laws affecting the enforcement of creditors' rights generally and equitable remedies if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and limitations on remedies against public agencies.

9. The execution and delivery by the Authority of the Authority Agreements, the Official Statement and the other instruments contemplated by any of such documents to which the

Authority is a party, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State of California, the United States or any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note, resolution, indenture, trust agreement, contract, agreement or other instrument to which the Authority is a party or is otherwise subject or bound in a manner which would materially adversely affect the Authority's performance under the Authority Agreements.

10. There is no action, suit or proceeding before or by any court, public board or body pending (with service of process having been accomplished on the Authority) or, to the best of my knowledge, threatened wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence or powers of the Authority or the titles of its officers to their respective offices; (b) in any way question or affect the validity or enforceability of the Authority Agreements or the Bonds; or (c) find illegal, invalid or unenforceable the Authority Agreements or the transactions contemplated thereby, or any other agreement or instrument related to the issuance of the Bonds to which the Authority is a party.

The opinion is based on such examination of the laws of the State of California as I deemed relevant for the purposes of this opinion. I have not considered the effect, if any, of the laws of any other jurisdiction upon matters covered by this opinion. I have assumed the genuineness of all documents and signatures, presented to me. I have not undertaken to verify independently, and have assumed, the accuracy of the factual matters represented, warranted or certified in such documents. I express no opinion as to the status of the Bonds or the interest thereon, the Authority Agreements or the City Agreements under any federal securities laws or any state securities or "Blue Sky" law or any federal, state or local tax law. Further, I express no opinion with respect to any indemnification, contribution, choice of law, choice of forum or waiver provisions contained in the Authority Agreements and the City Agreements. Without limiting any of the foregoing, I express no opinion as to any matter other than as expressly set forth above.

I am furnishing this opinion as General Counsel to the Authority and City Attorney to the City. Except for the Authority and the City, no attorney-client relationship has existed or exists between me and the addressees hereof in connection with the Bonds or by virtue of this opinion. This opinion is rendered solely in connection with the financing described herein, and may not be relied upon by you for any other purpose. I disclaim any obligation to update this opinion. This opinion shall not extend to, and may not be used, quoted, referred to, or relied upon by any other person, firm, corporation or other entity without my prior written consent.

Respectfully submitted,

# ESCROW AGREEMENT

by and between the

CITY OF BANNING FINANCING AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION
as Escrow Agent

Dated as of August 1, 2015

# ESCROW AGREEMENT

This ESCROW AGREEMENT, dated as of August 1, 2015, by and between the CITY OF BANNING FINANCING AUTHORITY (the "Authority"), a joint powers authority organized and existing under the laws of the State of California, and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as Escrow Agent and as Prior Trustee (the "Escrow Agent" and the "Prior Trustee");

**W I T N E S S E T H:**

**WHEREAS,** the Authority has previously issued its $45,790,000 Revenue Bonds (Electric System Project), Series 2007 (the "2007 Bonds"), of which $40,045,000 remain outstanding, pursuant to an Indenture of Trust, dated as of June 1, 2007, as amended by Amendment No.1 to Indenture of Trust, dated June 8, 2010 (the "Prior Indenture"), by and among the Authority, the City of Banning, California and the Prior Trustee; and

**WHEREAS,** the Authority desires to refund the 2007 Bonds; and

**WHEREAS,** the Authority has approved the issuance of its Refunding Revenue Bonds (Electric System Project) Series 2015 (the "Bonds"), the proceeds of which are to be used in part to effect the refunding of the 2007 Bonds;

**NOW, THEREFORE,** in consideration of the mutual premises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION 1.** As used herein, the following terms shall have the following meanings:

"Authority" means the City of Banning Financing Authority.

"City" means the City of Banning.

"Code" means the Internal Revenue Code of 1986.

"Escrow Agent" means U.S. Bank National Association and its successors and assigns, and any other corporation or institution that may at any time be substituted in its place as provided in Section 14 hereof.

"Escrow Fund" means the Escrow Fund established and held by the Escrow Agent pursuant to Section 3 hereof.

"Escrow Requirements" means the amount sufficient to pay the principal and interest with respect to the 2007 Bonds becoming due prior to the Redemption Date and the redemption price on the Redemption Date.

"Escrow Securities" means the Federal Securities (as defined in the Prior Indenture) deposited in the Escrow Fund pursuant to Section 5 hereof.

"2007 Bonds" means the $45,790,000 City of Banning Financing Authority Revenue Bonds (Electric System Project), Series 2007.

"Prior Indenture" means the Indenture of Trust , dated as of June 1, 2007, by and among the Authority, the City, and the Prior Trustee, as amended by Amendment No.1 to Indenture of Trust, dated June 8, 2010, relating to the 2007 Bonds.

"Prior Trustee" means U.S. Bank National Association, and its successors and assigns, as trustee for the 2007 Bonds.

"Redemption Date" means June 1, 2017, the date on which the 2007 Bonds are to be redeemed.

"Refunding Bonds" means the Authority's Refunding Revenue Bonds (Electric System Project) Series 2015.

"Refunding Bonds Indenture" means the Indenture of Trust, dated as of August 1, 2015, by and among the Authority, the City, and the Refunding Bonds Trustee.

"Refunding Bonds Trustee" means U.S. Bank National Association, and its successors and assigns, as trustee for the Refunding Bonds.

**SECTION 2.** The Authority hereby appoints U.S. Bank National Association as Escrow Agent under this Escrow Agreement for the benefit of the holders of the 2007 Bonds. The Escrow Agent hereby accepts the duties and obligations of Escrow Agent under this Escrow Agreement and agrees that the irrevocable instructions to the Escrow Agent herein provided are in a form satisfactory to it. The applicable and necessary provisions of the Prior Indenture, including particularly the redemption provisions thereof, are incorporated herein by reference. Reference herein to, or citation herein of, any provisions of the Prior Indenture shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if the same were fully set forth herein.

**SECTION 3.** There is created and established with the Escrow Agent a special and irrevocable trust fund designated the "2007 Bonds Escrow Fund" (the "Escrow Fund"), to be held by the Escrow Agent separate and apart from all other funds and accounts, and used only for the purposes and in the manner provided in this Escrow Agreement.

**SECTION 4.** The Authority herewith deposits, or causes to be deposited, with the Escrow Agent into the Escrow Fund, to be held in irrevocable trust by the Escrow Agent and to be applied solely as provided in this Escrow Agreement, the sum of $_____, as follows:

(i) from the proceeds of the Refunding Bonds, the sum of $_____; and

(ii) from the Reserve Account created under the Prior Indenture, the sum of $_____.

The Authority hereby instructs the Prior Trustee that any moneys or investments remaining in the funds and accounts of the Prior Indenture which are not required to make the foregoing deposits or rebated to the U.S. Treasury are to be transferred on the Redemption Date, or as soon as practicable thereafter, to the Refunding Bonds Trustee for deposit into the Bond Service Fund under the Refunding Bonds Indenture.

**SECTION 5.** The Escrow Agent acknowledges receipt of the moneys described in Section 4 above. The Escrow Agent agrees immediately to invest $_____ of such amounts in the Escrow Securities set forth in Exhibit A hereto, to deposit such Escrow Securities in the Escrow Fund, and to retain the amount of $____ in cash in the Escrow Fund.

The Escrow Agent shall not have the power to sell, transfer, request the redemption of or otherwise dispose of any of the Escrow Securities or to substitute other securities therefor.

**SECTION 6.** As the principal of the Escrow Securities shall mature and be paid, and the investment income and earnings thereon are paid, the Escrow Agent shall not reinvest such moneys, except as may be provided in Exhibit A hereto. Such amounts shall be applied by the Escrow Agent to the payment of the Escrow Requirements for the equal and ratable benefit of the holders of the 2007 Bonds.

**SECTION 7.** The Authority has caused schedules to be prepared relating to the sufficiency of the anticipated receipts from the Escrow Securities listed in Exhibit A to pay the Escrow Requirements.

**SECTION 8.** The Authority hereby directs and the Escrow Agent hereby agrees that the Escrow Agent will take all the actions required to be taken by it hereunder, in order to effectuate this Escrow Agreement. The liability of the Escrow Agent for the payment of the Escrow Requirements shall be limited to the application, in accordance with this Escrow Agreement, of the principal amount of the Escrow Securities and the interest earnings thereon available for such purposes in the Escrow Fund.

**SECTION 9.** (a) The Escrow Agent is hereby instructed to mail, by first-class mail, notice of defeasance to the owners of the 2007 Bonds substantially in the form of Exhibit B attached hereto.

(b) The Escrow Agent is hereby instructed to mail, by first-class mail, notice of redemption to the owners of the 2007 Bonds containing the information prescribed in Section 2.3 of the Prior Indenture, substantially in the form of Exhibit C attached hereto.

(c) The Escrow Agent is hereby further instructed to post a copy of such notices, when mailed, to (A) the Securities Depositories (as hereinafter defined) and (B) the Information Services (as hereinafter defined).

"Securities Depositories" means The Depository Trust Company, 55 Water Street, 50th Floor, New York, New York 10041-0099, Attn. Call Notification Department, Fax (212) 855-7232, or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the City may designate in a Certificate of the City delivered to the Escrow Agent.

"Information Services" means the Electronic Municipal Market Access system (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board, at www.emma.msrb.org; or, in accordance with then-current guidelines of the Securities and Exchange Commission, to such other addresses and/or such other services providing information with respect to called bonds as the Authority may designate in a certificate of the Authority delivered to the Escrow Agent.

**SECTION 10.** The Authority irrevocably instructs the Escrow Agent and the Prior Trustee to pay to the respective owners of the 2007 Bonds presented for payment, through and including the Redemption Date, from amounts held in the Escrow Fund, the principal of the 2007 Bonds maturing prior to and on the Redemption Date plus in each case unpaid interest accrued thereon to the Redemption Date.

After such payment has been made on the Redemption Date, all moneys remaining in the Escrow Fund shall be transferred to the Trustee for deposit in the Bond Service Fund.

**SECTION 11.** The trust hereby created shall be irrevocable and the holders of the 2007 Bonds shall have an express lien limited to all moneys and Escrow Securities in the Escrow Fund, including the interest earnings thereon, until paid out, used and applied in accordance with this Escrow Agreement.

**SECTION 12.** This Escrow Agreement is made pursuant to and in furtherance of the Prior Indenture and for the benefit of the holders from time to time of the 2007 Bonds and it shall not be repealed, revoked, altered, amended or supplemented without the written consent of all such holders and the written consent of the Escrow Agent and the Authority; provided, however, that the Authority and the Escrow Agent may, without the consent of, or notice to, such holders enter into such amendments or supplements as shall not be inconsistent with the terms and provisions of this Escrow Agreement, for any one or more of the following purposes:

(a) to cure an ambiguity or formal defect or omission in this Escrow Agreement;

(b) to grant to, or confer upon, the Escrow Agent for the benefit of the holders of the 2007 Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and

(c) to transfer to the Escrow Agent and make subject to this Escrow Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to conclusively rely upon an opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification or addition affects the rights of the holders of the 2007 Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

**SECTION 13.** In consideration of the services rendered by the Escrow Agent under this Escrow Agreement, the Authority agrees to and shall pay to the Escrow Agent its fees, plus expenses, including all reasonable expenses, charges, counsel fees and other disbursements incurred by it or by its attorneys, agents and employees in and about the performance of their powers and duties hereunder. Notwithstanding the foregoing, the Escrow Agent shall have no lien whatsoever upon any of the moneys or Escrow Securities in the Escrow Fund for the payment of such proper fees and expenses.

**SECTION 14.** The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the trusts hereby created by giving not less than 60 days' written notice to the Authority and the Prior Trustee, specifying the date when such resignation will take effect in the same manner as a notice is to be mailed pursuant to Section 9 hereof, but no such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of the 2007 Bonds or by the Authority as hereinafter provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and to the Authority and the Prior Trustee and signed by the holders of a majority in principal amount of the 2007 Bonds.

In the event the Escrow Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in the case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor Escrow Agent may be appointed by the holders of a majority in principal amount of the 2007 Bonds, by an instrument or concurrent instruments in writing, signed by such holders, or by their attorneys in fact, duly authorized in writing; provided, nevertheless, that in any such event, the Authority shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent shall be appointed by the holders of a majority in principal amount of the 2007 Bonds, and any such temporary Escrow Agent so appointed by the Authority shall immediately and without further act be superseded by the Escrow Agent so appointed by such holders.

In the event that no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by such holders or the Authority pursuant to the foregoing provisions of this Section within 60 days after written notice of the removal or resignation of the Escrow Agent has been given to the Authority, the holder of any of the 2007 Bonds or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation or institution with trust powers organized under the financial institution laws of the United States or any state, and shall have at the time of appointment capital and surplus of not less than $100,000,000. For purpose of this Section 14, a corporation or institution with trust powers organized under the financial institution laws of the United States or any state shall be deemed to have combined capital and surplus of at least $100,000,000 if it has a combined capital surplus of at least $20,000,000 and is a wholly-owned subsidiary of a corporation having a combined capital and surplus of at least $100,000,000.

Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the Authority, an instrument in writing accepting such appointment hereunder and thereupon such successor Escrow Agent without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, trust, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of such successor Escrow Agent or the Authority execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Escrow Agent shall deliver all securities and moneys held by it to its successor. Should any transfer, assignment or instrument in writing from the Authority be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instrument in writing shall, on request, be executed, acknowledged and delivered by the Authority.

Any corporation or association into which the Escrow Agent, or any successor to it in the trusts created by this Escrow Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or reorganization to which the Escrow Agent or any successor to it shall be a party or any successor to a substantial portion of the Escrow Agent's corporate trust business, shall, if it meets the qualifications set forth in the fifth paragraph of this Section and if it is otherwise satisfactory to the Authority, be the successor Escrow Agent under this Escrow Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

**SECTION 15.** The Escrow Agent shall have no power or duty to invest any funds held under this Escrow Agreement except as provided in Section 5 hereof. The Escrow Agent shall have no power or duty to transfer or otherwise dispose of the moneys held hereunder except as provided in this Escrow Agreement.

**SECTION 16.** To the extent permitted by law, the Authority hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Agent at any time (whether or not also indemnified against the same by the Authority or any other person under any other agreement or

instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Escrow Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds and securities deposited therein, the purchase of any securities to be purchased pursuant thereto, the retention of such securities or the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Escrow Agreement. The Authority shall not be required to indemnify the Escrow Agent against the Escrow Agent's own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Agent's successors, assigns, agents and employees or the material breach by the Escrow Agent of the terms of this Escrow Agreement. In no event shall the Authority or the Escrow Agent be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Escrow Agreement.

**SECTION 17.** The recitals of fact contained in the "Whereas" clauses herein shall be taken as the statements of the Authority, and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representation as to the sufficiency of the securities to be purchased pursuant hereto and any uninvested moneys to accomplish the defeasance of the 2007 Bonds pursuant to the Prior Indenture or to the validity of this Escrow Agreement as to the Authority and, except as otherwise provided herein, the Escrow Agent shall incur no liability in respect thereof. The Escrow Agent shall not be liable in connection with the performance of its duties under this Escrow Agreement except for its own negligence or willful misconduct, and the duties and obligations of the Escrow Agent shall be determined by the express provisions of this Escrow Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the Authority, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Escrow Agreement, such matter (except the matters set forth herein as specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of nationally recognized bond counsel) may be deemed to be conclusively established by a written certification of the Authority. Whenever the Escrow Agent shall deem it necessary or desirable that a matter specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of nationally recognized bond counsel be proved or established prior to taking, suffering, or omitting any such action, such matter may be established only by such a certificate or such an opinion. The Escrow Agent shall incur no liability for losses arising from any investment made pursuant to this Escrow Agreement.

No provision of this Escrow Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

Any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business shall be the successor to the Escrow

Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

**SECTION 18.** This Escrow Agreement shall terminate upon payment of all 2007 Bonds on the Redemption Date, or upon such later date on which all amounts held in the Escrow Fund have been disbursed as provided herein.

**SECTION 19.** THIS ESCROW AGREEMENT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF CALIFORNIA.

**SECTION 20.** If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the Authority or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

All the covenants, promises and agreements in this Escrow Agreement contained by or on behalf of the Authority or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

**SECTION 21.** This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed by their duly authorized officers as of the date first-above written.

CITY OF BANNING FINANCING AUTHORITY

By_____
Executive Director

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent and as Prior Trustee

By_____
Authorized Officer

ACKNOWLEDGED:

CITY OF BANNING,

By: _____
Title: City Manager

**Exhibit A**
**Schedule of Escrow Securities**

| Principal Amount | Security | Maturity Date | Coupon | Purchase Price |
|---|---|---|---|---|

## Exhibit B

**NOTICE OF DEFEASANCE TO THE OWNERS OF**

**$45,790,000**
**City of Banning Financing Authority**
**Revenue Bonds (Electric System Project), Series 2007**

**NOTICE IS HEREBY GIVEN** to the applicable owners of the outstanding City of Banning Financing Authority, $45,790,000 Revenue Bonds (Electric System Project), Series 2007, as listed below (the "Bonds"), that in connection with the Bonds maturing in the years 2016 through 2038, inclusive, and bearing the CUSIP numbers set forth below (the "Defeased Bonds"), there has been deposited with U.S. Bank National Association (the "Trustee"), moneys which will be sufficient to pay the redemption price of and interest on the Defeased Bonds through and including the redemption date of June 1, 2017. The redemption price of, and interest on, such Defeased Bonds shall be paid only from moneys deposited with the Trustee as aforesaid. As a result of such deposit, such Defeased Bonds are deemed to have been paid in accordance with the applicable provisions of the Indenture of Trust, dated as of June 1, 2007, as amended by Amendment No.1 to Indenture of Trust, dated June 8, 2010, by and among the City of Banning Financing Authority, the City of Banning and the Trustee, pursuant to which the Bonds were issued.

| Maturity Date (June 1) | Principal Amount | Interest Rate | CUSIP (066614) |
|---|---|---|---|
| 2016 | $ 970,000 | 5.00% | AH1 |
| 2017 | 1,020,000 | 5.00 | AJ7 |
| 2018 | 1,070,000 | 5.00 | AK4 |
| 2019 | 1,125,000 | 5.00 | AL2 |
| 2020 | 1,180,000 | 5.00 | AM0 |
| 2021 | 1,240,000 | 5.00 | AN8 |
| 2022 | 1,305,000 | 5.00 | AP3 |
| 2025 | 4,315,000 | 5.00 | AT5 |
| 2027 | 3,240,000 | 4.50 | AQ1 |
| 2028 | 1,730,000 | 5.00 | AU2 |
| 2029 | 1,815,000 | 5.00 | AV0 |
| 2032 | 6,010,000 | 5.00 | AR9 |
| 2038 | 15,025,000 | 5.00 | AS7 |

**The undersigned shall not be held responsible for the selection or use of CUSIP numbers, nor is any representation made as to their correctness indicated in the Redemption Notice. They are included solely for the convenience of the Owners.*

Dated: [_____], 2015

**By: U.S. Bank National Association, as Trustee**

## Exhibit C

**NOTICE OF REDEMPTION TO THE OWNERS OF**

**$45,790,000**
**City of Banning Financing Authority**
**Revenue Bonds (Electric System Project), Series 2007**

**NOTICE IS HEREBY GIVEN** pursuant to the terms of the Indenture of Trust, dated as of June 1, 2007, as amended by Amendment No.1 to Indenture of Trust, dated June 8, 2010, by and among the City of Banning Financing Authority (the "Authority"), the City of Banning, and U.S. Bank National Association, as trustee, that all of the $45,790,000 City of Banning Financing Authority Revenue Bonds (Electric System Project), Series 2007, as listed below (the "Bonds"), initially issued on June 21, 2007, have been selected for redemption on June 1, 2017 (the "Redemption Date") at a redemption price equal to the principal amount of the Bonds to be redeemed (the "Redemption Price") together with interest accrued to the Redemption Date.

| Maturity Date (June 1) | Principal Amount | Interest Rate | CUSIP (066614) |
|---|---|---|---|
| 2017 | $1,020,000 | 5.00% | AJ7 |
| 2018 | 1,070,000 | 5.00 | AK4 |
| 2019 | 1,125,000 | 5.00 | AL2 |
| 2020 | 1,180,000 | 5.00 | AM0 |
| 2021 | 1,240,000 | 5.00 | AN8 |
| 2022 | 1,305,000 | 5.00 | AP3 |
| 2025 | 4,315,000 | 5.00 | AT5 |
| 2027 | 3,240,000 | 4.50 | AQ1 |
| 2028 | 1,730,000 | 5.00 | AU2 |
| 2029 | 1,815,000 | 5.00 | AV0 |
| 2032 | 6,010,000 | 5.00 | AR9 |
| 2038 | 15,025,000 | 5.00 | AS7 |

Pursuant to the governing documents, payment of the Redemption Price on the Bonds called for redemption will be paid upon presentation of the Bonds in the following manner:

*If by First Class/Registered/Certified Mail:* *Express Delivery Only:* *By Hand Only:*

Interest with respect to the principal amount of the Bonds designated to be redeemed shall cease to accrue on and after the Redemption Date.

**IMPORTANT NOTICE**

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 28% will be withheld if tax identification number is not properly certified.

**The undersigned shall not be held responsible for the selection or use of CUSIP numbers, nor is any representation made as to their correctness indicated in the Redemption Notice. They are included solely for the convenience of the Owners.*

Dated: [_____], 2017

**By: U.S. Bank National Association, as Trustee**

# PRELIMINARY OFFICIAL STATEMENT DATED JULY __, 2015

**NEW ISSUE - BOOK-ENTRY ONLY**

**RATINGS**
[Insured: Standard & Poor's: "____"]
Underlying: Standard & Poor's: "__"
**(See "RATINGS" herein)**

*In the opinion of Norton Rose Fulbright US LLP, Los Angeles, California, Bond Counsel, under existing statutes, regulations, rulings and court decisions, and assuming compliance with the tax covenants described herein, interest on the Bonds is excluded pursuant to section 103(a) of the Internal Revenue Code of 1986 from the gross income of the owners thereof for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. It is also the opinion of Bond Counsel that under existing law interest on the Bonds is exempt from personal income taxes of the State of California. See "TAX MATTERS."*

## $[_____]*
## CITY OF BANNING FINANCING AUTHORITY
## REFUNDING REVENUE BONDS (ELECTRIC SYSTEM PROJECT) SERIES 2015

**Dated: Date of Delivery** **Due: June 1, as shown on the inside cover hereof**

The City of Banning Financing Authority Refunding Revenue Bonds (Electric System Project) Series 2015 (the "Bonds") are being issued by the City of Banning Financing Authority (the "Authority") to (i) refund the Authority's $45,790,000 Revenue Bonds (Electric System Project) Series 2007, currently outstanding in the amount of $40,045,000, (ii) finance certain improvements (the "Facilities") to the electric system (the "Electric System") of the City of Banning (the "City"), (iii) [pay the insurance premium for the Bonds,] (iv) [fund a Reserve Fund for the Bonds], and (v) pay costs of issuance of the Bonds.

The Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to ultimate purchasers in the denomination of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. Ultimate purchasers of Bonds will not receive physical certificates representing their interest in the Bonds. So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the owners shall mean Cede & Co., and shall not mean the ultimate purchasers of the Bonds. Interest on the Bonds will be payable on December 1 and June 1 of each year, commencing December 1, 2015. Payments of the principal of and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co., by U.S. Bank National Association, Los Angeles, California (the "Trustee"), so long as DTC or Cede & Co. is the registered owner of the Bonds. Disbursements of such payments to DTC's Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "THE BONDS – Book-Entry System" and "APPENDIX G – BOOK-ENTRY ONLY SYSTEM" herein.

The Bonds are issued pursuant to that certain Indenture of Trust, dated as of August 1, 2015 (the "Indenture"), among the Authority, the City and the Trustee. The Bonds are special obligations of the Authority secured by and payable solely from Revenues as defined in the Indenture, consisting primarily of Installment Payments to be paid by the City under the Installment Sale Agreement, dated as of August 1, 2015 (the "Installment Sale Agreement"), by and between the City and the Authority.

The Bonds are subject to special mandatory redemption, mandatory sinking fund redemption and redemption from optional prepayment of Installment Payments prior to maturity as more fully described herein.* See "THE BONDS – Redemption" herein.

The City's obligation to make payments under the Installment Sale Agreement is secured by and payable from all Net Revenues, being Gross Revenues derived by the City from the ownership and operation of the Electric System (as described herein), excluding Operation and Maintenance Costs of the Electric System. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" herein.

[Payment of the principal of and interest on the Bonds when due will be insured by a municipal bond insurance policy to be issued by _____ to be issued simultaneously with the delivery of the Bonds. See "BOND INSURANCE" herein.]

**The Bonds are limited obligations of the Authority and are not secured by a legal or equitable pledge of, or charge or lien upon, any property of the Authority or any of its income or receipts, except the Revenues. The full faith and credit of the Authority, the Successor Agency to the Community Redevelopment Agency of the City of Banning (the "Agency") and the City (the Agency and the City being the parties to the agreement creating the Authority) is not pledged for the payment of the principal of or interest on the Bonds and no tax or other source of funds, other than the Revenues, is pledged to pay the principal of or interest on the Bonds. The payment of the principal of or interest on the Bonds does not constitute a debt, liability or obligation of the Authority, the City or the Agency for which any such entity is obligated to levy or pledge any form of taxation or for which any such entity has levied or pledged any form of taxation. The Authority has no taxing power.**

For a discussion of some of the risks associated with the purchase of the Bonds, see "RISK FACTORS" herein.

This cover page contains information for quick reference only. It is not intended to be a summary of all factors relating to an investment in the Bonds. Investors must read the entire Official Statement before making any investment decision.

*The Bonds are offered when, as and if issued by the Underwriters, subject to approval of legality by Norton Rose Fulbright US LLP, Los Angeles, California, Bond Counsel, and subject to certain other conditions. Certain legal matters will be passed on for the Authority by Norton Rose Fulbright US LLP as Disclosure Counsel, for the Underwriters by Stradling Yocca Carlson & Rauth, a Professional Corporation, and for the Authority and the City by Aleshire & Wynder, LLP. It is anticipated that the Bonds will be available for delivery through the book-entry facilities of DTC on or about August __, 2015.*

[STIFEL LOGO] [WILLIAMS CAPITAL LOGO]

Dated: _____, 2015

* Preliminary; subject to change.

## MATURITY SCHEDULE

$[_____]*
City of Banning Financing Authority
Refunding Revenue Bonds (Electric System Project) Series 2015
(Base CUSIP† 066614)

| Maturity (June 1) | Principal Amount | Interest Rate | Yield | CUSIP† |
|---|---|---|---|---|
| 2016 | | | | |
| 2017 | | | | |
| 2018 | | | | |
| 2019 | | | | |
| 2020 | | | | |
| 2021 | | | | |
| 2022 | | | | |
| 2023 | | | | |
| 2024 | | | | |
| 2025 | | | | |
| 2026 | | | | |
| 2027 | | | | |
| 2028 | | | | |
| 2029 | | | | |
| 2030 | | | | |
| 2031 | | | | |
| 2032 | | | | |
| 2033 | | | | |
| 2034 | | | | |
| 2035 | | | | |
| 2036 | | | | |
| 2037 | | | | |
| 2038 | | | | |

$_____ ___% Term Bonds maturing June 1, 20__ Yield ___%; CUSIP† ___

* Preliminary; subject to change,

† CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standard & Poor's Financial Services LLC on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. CUSIP numbers have been assigned by an independent company not affiliated with the Authority and are included solely for the convenience of investors. None of the Authority, the City, the Underwriters, or the Financial Advisor, are responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bond.

No dealer, broker, salesperson or other person has been authorized by the Authority, the City or the City's Public Works Department (the "Department") to give any information or to make any representations, other than as contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the Authority, the City or the Department. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts, or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representation of facts.

All other information set forth herein has been furnished by the Authority, the City, and the Department, and includes information obtained from other sources which are believed to be reliable. The information and expressions of opinion contained herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority, the City, or the Department since the date hereof. This Official Statement is submitted with respect to the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose, unless authorized in writing by the Authority, the City, and the Department. All summaries of the documents and laws are made subject to the provisions thereof and do not purport to be complete statements of any or all such provisions.

The Underwriters have provided the following two paragraphs for inclusion in this Official Statement:

The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICES OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITERS MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS, INSTITUTIONAL INVESTORS AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ABOVE, AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITERS.

This Official Statement, including any supplement or amendment hereto, is intended to be deposited with the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access ("EMMA") web site. The City also maintains a web site. However, the information presented therein is not part of this Official Statement and must not be relied upon in making an investment decision with respect to the Bonds.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, SEC Rule 15c2-12.

## FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended and Section 21E of the Securities Exchange Act of 1934, as amended. Such statements are generally identifiable by the terminology used such as "plan," "project," "expect," "anticipate," "intend," "believe," "estimate," "budget" or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Except as specifically set forth herein, the City does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which such statements are based occur.

# CITY OF BANNING
AND
# CITY OF BANNING FINANCING AUTHORITY

## CITY COUNCIL/AUTHORITY COMMISSION MEMBERS

Debbie Franklin, *Mayor/President*
Art Welch, *Mayor Pro Tem/Vice President*
Edward Miller, *Council Member/Commission Member*
George Moyer, *Council Member/Commission Member*
Don M. Peterson, *Council Member/Commission Member*

## CITY STAFF

Dean Martin, *City Manager/Interim Executive Director*
Marie A. Calderon, *City Clerk/Authority Secretary*
Fred Mason, *Electric Utility Director*
Art Vela, *Acting Public Works Director*
Aleshire & Wynder, LLP, *City Attorney/Authority Counsel*

## SPECIAL SERVICES

### BOND COUNSEL/DISCLOSURE COUNSEL

Norton Rose Fulbright US LLP
*Los Angeles, California*

### FINANCIAL ADVISOR

Urban Futures, Inc.
*Orange, California*

### TRUSTEE

U.S. Bank National Association
*Los Angeles, California*

### DISSEMINATION AGENT

Willdan Financial Services
*Temecula, California*

### VERIFICATION AGENT

[TBD]

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## VICINITY MAP

[To Be Inserted]

# OFFICIAL STATEMENT

## $[_____]*
## CITY OF BANNING FINANCING AUTHORITY
## REFUNDING REVENUE BONDS (ELECTRIC SYSTEM PROJECT) SERIES 2015

## INTRODUCTION

*This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The sale and delivery of the Bonds to potential investors are made only by means of the entire Official Statement.*

### General

The purpose of this Official Statement (which includes the cover page and the appendices attached hereto) is to provide information concerning the issuance, sale and delivery by the City of Banning Financing Authority (the "Authority") of its Refunding Revenue Bonds (Electric System Project) Series 2015 (the "Bonds"), in the aggregate principal amount of $[_____]*. The proceeds of the sale of the Bonds will be used to (i) refund the Authority's $45,790,000 Revenue Bonds (Electric System Project) Series 2007, currently outstanding in the amount of $40,045,000, (ii) finance certain improvements (the "Facilities") to the electric system (the "Electric System") of the City of Banning (the "City"), (iii) [pay the insurance premium for the Bonds,] (iv) [fund a Reserve Fund for the Bonds], and (v) pay costs of issuance of the Bonds. See "THE BONDS – Estimated Sources and Uses of Funds" and "PLAN OF FINANCE" herein. The Authority and the City will enter into an Installment Sale Agreement, dated as of August 1, 2015 (the "Installment Sale Agreement"), pursuant to which the Authority will sell the Improvements to the City in consideration for Installment Payments sufficient in amount to pay the principal of and interest on the Bonds.

### Authority for Issuance

The Bonds are being issued pursuant to the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), and an Indenture of Trust, dated as of August 1, 2015 (the "Indenture"), among the Authority, the City, and U.S. Bank National Association, as trustee (the "Trustee").

### The Authority

The Authority is a joint exercise of powers authority organized under the laws of the State of California whose members are the City and the Successor Agency to Community Redevelopment Agency of the City of Banning (the "Agency"). The Authority was formed, among other things, to finance and refinance, through the issuance of bonds or other instruments of indebtedness, capital improvements and working capital and other costs as permitted by the Act.

---

* Preliminary; subject to change.

**Security for the Bonds**

The Bonds are special obligations of the Authority secured by and payable solely from the Revenues, consisting of (a) all amounts received by the Authority or the Trustee pursuant or with respect to the Installment Sale Agreement, including, without limiting the generality of the foregoing, all of the Installment Payments (including both timely and delinquent payments, any late charges, and whether paid from any source), prepayments, insurance proceeds, and condemnation proceeds, but excluding any Additional Payments; (b) all moneys and amounts held in the funds and accounts established under the Indenture; and (c) investment income with respect to any moneys held by the Trustee pursuant to the Indenture.

The City's obligation to make payments under the Installment Sale Agreement is secured by and payable from Net Revenues, being Gross Revenues derived by the City from the ownership and operation of the Electric System (as described herein), less Operation and Maintenance Costs of the Electric System. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" herein. Also, see "THE ELECTRIC SYSTEM - Rates and Charges; Recent Rate Increase" herein for a discussion of Electric System rate increases approved by the City Council of the City in March 2013.

**The Bonds are limited obligations of the Authority and are not secured by a legal or equitable pledge of, or charge or lien upon, any property of the Authority or any of its income or receipts, except the Revenues. The full faith and credit of the Authority, the Agency and the City, which are parties to the agreement creating the Authority, are not pledged for the payment of the principal of or interest on the Bonds and no tax or other source of funds, other than the Revenues, is pledged to pay the principal of or interest on the Bonds. The payment of the principal of or interest on the Bonds does not constitute a debt, liability or obligation of the Authority, the Agency or the City for which any such entity is obligated to levy or pledge any form of taxation or for which any such entity has levied or pledged any form of taxation. The Authority has no taxing power.**

**[Bond Insurance**

Payment of the principal of and interest on the Bonds when due will be insured by a municipal bond insurance policy (the "Policy") to be issued by _____ (the "Bond Insurer") simultaneously with the delivery of the Bonds. See "BOND INSURANCE" herein.]

**Description of the Bonds**

For a more complete description of the Bonds and the Indenture pursuant to which they are being issued, see "THE BONDS" and "APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS" herein.

*General.* The Bonds will be dated as of and bear interest from their Delivery Date, at the rates set forth on the inside cover page hereof. See "THE BONDS." The Bonds, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Bonds. Individual purchases of the Bonds will be made in book-entry form only. Principal of and interest on the Bonds will be payable by DTC through the DTC participants. See "THE BONDS – Book-Entry System" and APPENDIX G – BOOK-ENTRY ONLY SYSTEM" herein. Purchasers of the Bonds will not receive physical delivery of the Bonds purchased by them.

***Redemption***[*]. The Bonds are subject to special mandatory redemption, mandatory sinking fund redemption and redemption from optional prepayment of Installment Payments prior to maturity as more fully described herein. See "THE BONDS - Redemption" herein.

***Denomination***. The Bonds are being delivered in the minimum denominations of $5,000 or any integral multiple thereof within a single maturity.

***Registration, Transfers and Exchanges***. The Bonds will be issued and delivered as fully registered Bonds and will be subject to transfer, exchange and replacement as described herein. See "THE BONDS" and "APPENDIX C - SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS" herein.

***Payments***. Interest on the Bonds will be payable semiannually on December 1 and June 1 of each year (each an "Interest Payment Date") commencing December 1, 2015. Principal of the Bonds will be payable upon the presentation and surrender thereof at the corporate trust office of the Trustee, in Los Angeles, California when due. Interest on the Bonds is payable by check of the Trustee mailed on or before each Interest Payment Date to the persons in whose names such Bonds are registered at the close of business on the Record Date, which is the fifteenth (15th) calendar day of the month immediately preceding any Interest Payment Date, or by wire transfer pursuant to the procedure described herein.

**Bond Owners' Risks**

Certain events could affect the ability of the Authority to make the payments of the principal of and interest on the Bonds when due. See "RISK FACTORS" herein for a discussion of certain factors which should be considered, in addition to other matters set forth herein, in evaluating an investment in the Bonds.

**Changes Affecting the Electric Utility Industry**

The electric utility industry has faced unprecedented changes in recent years, especially in California. See "DEVELOPMENTS IN THE CALIFORNIA ENERGY MARKETS" and "OTHER FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY" herein.

**Professionals Involved in the Offering**

U.S. Bank National Association, Los Angeles, California, will act as Trustee with respect to the Bonds pursuant to the Indenture.

All proceedings in connection with the issuance of the Bonds are subject to the approval of Norton Rose Fulbright US LLP, Los Angeles, California, Bond Counsel. Certain legal matters will be passed upon for the Underwriters by Stradling Yocca Carlson & Rauth, a Professional Corporation, and for the City and the Authority by Aleshire & Wynder, LLP, in its capacity as City Attorney and Authority Counsel.

[*] Preliminary; subject to change.

### Offering and Delivery of the Bonds

The Bonds are offered when, as and if issued and received by the Underwriters, subject to approval as to their legality by Bond Counsel and the satisfaction of certain other conditions. It is anticipated that the Bonds will be available for delivery through the book-entry facilities of DTC, on or about August __, 2015.

### Continuing Disclosure

The City has covenanted for the benefit of owners of the Bonds to provide certain financial information and operating data relating to the City, including the Electric System, and to provide notices of the occurrence of certain listed events. See "CONTINUING DISCLOSURE" and "APPENDIX E – FORM OF CONTINUING DISCLOSURE AGREEMENT" herein.

### Other Matters

The summaries of and references to documents, statutes, reports and other instruments referred to herein do not purport to be complete, comprehensive or definitive, and each such summary and reference is qualified in its entirety by reference to each document, statute, report, or instrument. The capitalization of any word not conventionally capitalized or otherwise defined herein, indicates that such word is defined in a particular agreement or other document and, as used herein, has the meaning given it in such agreement or document. See "APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS" for summaries of certain of such definitions.

## THE BONDS

### General

The Bonds will be dated the date of their initial delivery and will bear interest at the rates and mature on the dates and in the amounts set forth on the inside cover page of this Official Statement, payable semiannually on each June 1 and December 1 of each year commencing on December 1, 2015 (each, an "Interest Payment Date") to the maturity of the Bonds. The Bonds are subject to redemption as provided herein. Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) unless it is authenticated on or before the first Record Date, in which event it shall bear interest from the Closing Date; provided, however, that if, as of the date of authentication of any Bond, interest thereon is in default, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the Bonds shall be payable semiannually calculated based on a 360-day year of twelve (12) thirty-day months on each Interest Payment Date to the person whose name appears on the Registration Books as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by check of the Trustee mailed on the Interest Payment Date by first class mail to the Owner at the address of such Owner as its appears on the Registration Books; provided however, that payment of interest will be made by wire transfer in immediately available funds to an account at a financial institution in the United States of America to any Owner of Bonds in the aggregate principal amount of $1,000,000 or more who shall furnish written wire instructions to the Trustee before the applicable Record Date. Any such written request shall remain in effect until rescinded in writing by the Owner. Principal of any Bond and any premium upon redemption shall be paid by check of the Trustee upon presentation and surrender thereof at the Office of the Trustee.

Principal of and interest and premium (if any) on the Bonds shall be payable in lawful money of the United States of America. So long as Cede & Co. is the registered owner of the Bonds, payments of principal and interest on the Bonds will be paid to DTC as registered owner of the Bonds. See "THE BONDS – Book-Entry System" and "APPENDIX G – BOOK-ENTRY ONLY SYSTEM" herein.

**Redemption***

***Redemption from Prepayments of Installment Payments***. The Bonds maturing on or before June 1, 20__ shall not be subject to optional redemption prior to maturity. The Bonds maturing on or after June 1, 20__ shall be subject to redemption prior to their respective maturity dates, at the option of the Authority, by lot within a maturity on any date on or after June 1, 20__, from prepayment of Installment Payments made at the option of the City at the redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

***Mandatory Sinking Fund Redemption***. The Bonds maturing on June 1, 20__ and June 1, 20__ are also subject to redemption prior to their respective stated maturities, on any June 1 on or after June 1, 20__ and June 1, 20__, respectively, in part by lot, from mandatory sinking account payments at a redemption price equal to the principal amount thereof, plus accrued interest, if any, to the redemption date, without premium, as set forth below in the aggregate respective principal amounts and on the respective dates as set forth in the following tables; provided, however, that if some but not all of such Bonds have been redeemed pursuant to optional or special mandatory redemption provisions of the Indenture, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of such Bonds so redeemed, to be allocated among such sinking fund payments on a pro rata basis in integral multiples of $5,000.

**Schedule of Mandatory Sinking Fund Redemptions**
**Term Bonds Maturing June 1, 20__**

| Redemption Date (June 1) | Principal Amount |
|---|---|
| (maturity) | |

**Schedule of Mandatory Sinking Fund Redemptions**
**Term Bonds Maturing June 1, 20__**

| Redemption Date (June 1) | Principal Amount |
|---|---|
| (maturity) | |

***Notice of Redemption***. The Trustee on behalf and at the expense of the Authority shall mail (by first-class mail, postage prepaid) notice of any redemption to: (i) the respective Owners of any Bonds designated for redemption, at least twenty (20) but not more than sixty (60) days prior to the redemption date, at their respective addresses appearing on the Registration Books, and (ii) the Securities Depositories and to one or more Information Services, at least twenty (20) but not more than sixty (60) days prior to the redemption date; provided, however, that neither failure to receive any such notice so

* Preliminary; subject to change.

mailed nor any defect therein shall affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon. In addition to mailed notice, the notice to the Securities Depositories and Information Services shall be given by telephonically confirmed facsimile transmission or overnight delivery service or by such other means approved by such institutions. Such notice shall state the date of the notice, the redemption date, the redemption place and the redemption price and shall designate the CUSIP numbers, the bond numbers and the maturity or maturities (in the event of redemption of all of the Bonds of such maturity or maturities in whole) of the Bonds to be redeemed, and shall require that such Bonds be then surrendered at the Office of the Trustee for redemption at the redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date. Any notice given pursuant to this paragraph may be rescinded by a written certificate given to the Trustee by the Authority and the Trustee shall provide notice of such rescission as soon thereafter as practicable in the same manner, and to the same recipients, as notice of such redemption was given pursuant to this paragraph, but in no event later than the date set for redemption.

***Selection of Bonds for Redemption.*** Whenever provision is made in the optional or special mandatory redemption of Bonds of more than one maturity, the Bonds to be redeemed shall be selected in inverse order of maturity or, at the election of the Authority evidenced by a Written Request of the Authority filed with the Trustee at least thirty (30) days prior to the date of redemption, on a pro rata basis among maturities (provided that, in any event, the principal and interest due on the Bonds Outstanding following such redemption shall be equal in time and amount to the unpaid payments due under the Installment Sale Agreement); and in each case, the Trustee shall select the Bonds to be redeemed within any maturity by lot in any manner which the Trustee in its sole discretion shall deem appropriate. For purposes of such selection, all Bonds shall be deemed to be comprised of separate $5,000 portions and such portions shall be treated as separate Bonds which may be separately redeemed.

***Effect of Redemption.*** From and after the date fixed for redemption, if funds available for the payment of the principal of and interest (and premium, if any) on the Bonds so called for redemption shall have been duly provided, such Bonds so called shall cease to be entitled to any benefit under the Indenture other than the right to receive payment of the redemption price, and no interest shall accrue thereon from and after the redemption date specified in such notice. All Bonds redeemed pursuant to the Indenture shall be canceled and shall be destroyed by the Trustee.

**Transfer and Exchange of Bonds**

The registration of any Bond may, in accordance with its terms, be transferred upon the Registration Books by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Office of the Trustee, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. Bonds may be exchanged at the Office of the Trustee, for a like aggregate principal amount of Bonds of other authorized denominations of the same interest rate and maturity. The Authority shall pay all costs of the Trustee incurred in connection with any such exchange, except that the Trustee may require the payment by the Bond Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. The Trustee may refuse to transfer or exchange either (i) any Bond during the period established by the Trustee for the selection of Bonds for redemption pursuant to the Indenture, or (ii) the portion of any Bond which the Trustee has selected for redemption pursuant to the provisions of the Indenture.

**Book-Entry System**

The Depository Trust Company, New York, New York ("DTC"), will act as securities depository for the Bonds. The Bonds will be registered in the name of Cede & Co. (DTC's partnership nominee), and will be available to ultimate purchasers in the denomination of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. Ultimate purchasers of Bonds will not receive physical certificates representing their interest in the Bonds. So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners shall mean Cede & Co., and shall not mean the ultimate purchasers of the Bonds. Payments of the principal of and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co., by the Trustee, so long as DTC or Cede & Co. is the registered owner of the Bonds. Disbursements of such payments to DTC's Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's Participants and Indirect Participants. See "APPENDIX G - BOOK-ENTRY ONLY SYSTEM."

**Bond Debt Service**

The following table sets forth the annual debt service schedule for the Bonds.

| Bond Year Ending (June 1) | Principal | Interest | Total |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

## ESTIMATED SOURCES AND USES OF FUNDS

The following sets forth the estimated sources and uses of funds related to the issuance of the Bonds.

| | |
|---|---|
| **Sources of Funds** | |
| Principal Amount of Bonds | $ |
| Amounts Held Under 2007 Indenture | |
| Less: Underwriters' Discount | |
| [Net] Original Issue Premium (Discount) | |
| Total Sources of Funds | $ |
| | |
| **Uses of Funds:** | |
| Deposit to Acquisition and Construction Fund | $ |
| Deposit to Costs of Issuance Fund[(1)] | |
| Deposit to Escrow Fund | |
| Deposit to Reserve Fund | |
| Total Uses of Funds | $ |

(1) Costs of issuance include fees and expenses of Bond Counsel, Disclosure Counsel and the Trustee, verification agent, the premium for the bond insurance policy (if any), rating agency fees, printing expenses and other costs of issuance of the Bonds.

## PLAN OF FINANCE

### General

The Bonds are being issued to (i) refund the Authority's $45,790,000 Revenue Bonds (Electric System Project) Series 2007 (the "2007 Bonds"), currently outstanding in the amount of $40,045,000, (ii) finance certain improvements (the "Facilities") to the electric system (the "Electric System") of the City of Banning (the "City"), (iii) [pay the insurance premium for the Bonds,] (iv) [fund a Reserve Fund for the Bonds], and (v) pay costs of issuance of the Bonds.

### Refunding of 2007 Bonds

A portion of the proceeds of the Bonds, together with other available funds, will be deposited into an escrow fund (the "Escrow Fund") held under an Escrow Agreement, dated as of August 1, 2015 (the "Escrow Agreement"), by and between the Authority and U.S. Bank National Association, as escrow agent (the "Escrow Agent"), and applied to pay the principal and interest with respect to the 2007 Bonds becoming due prior to June 1, 2017 (the "Redemption Date") and on the Redemption Date for the purpose of refunding all of the outstanding 2007 Bonds. The 2007 Bonds were issued pursuant to an Indenture of Trust, dated as of June 1, 2007, by and between the Authority and U.S. Bank National Association as Trustee thereunder, as amended by Amendment No.1 to Indenture of Trust, dated June 8, 2010 (the "2007 Indenture").

The amounts deposited in the Escrow Fund will be held solely for the 2007 Bonds and will not be available to pay the principal of or interest on the Bonds or any obligations other than the 2007 Bonds. _____ (the "Verification Agent"), upon delivery of the Bonds, will deliver a report on the mathematical accuracy of certain computations, contained in schedules provided to it, relating to the sufficiency of moneys deposited into the Escrow Fund to pay the principal, interest and redemption premium of the 2007 Bonds. See "VERIFICATION OF MATHEMATICAL COMPUTATIONS."

**Financing of Capital Improvements**

Approximately $11,000,000 of the net proceeds of the Bonds will be used to finance various rehabilitation and replacement projects to improve the Electric System. These existing and new developments will place increased demands on the City's Electric System and will require the upgrading of existing Electric System facilities and the construction of new facilities.

A portion of the proceeds of the Bonds will be deposited into the Acquisition and Construction Fund for the purpose of financing the Facilities. The following table sets forth a general description of the Facilities, the Fiscal Year in which they are expected to be undertaken and the expected budget for the Facilities.

| Fiscal Year | Project Description | Budget[(1)(2)] |
|---|---|---|
| 2016 | Construct new Electric Warehouse at City Yard | $2,700,000 |
| 2016 | Upgrade Alola Substation from 4kV to 12kV, complete 4kV to 12kV conversion of distribution system | 3,450,000 |
| 2016 | Upgrade Airport Substation from 4kV to 12kV | 2,100,090 |
| 2017 | Replace two old wooden poles at Midway Substation freeway crossing with new engineered steel poles | 500,000 |
| 2017 | Extend Sunset Substation distribution circuits to interconnect with the Wilson Street circuit | 1,900,000 |

(1) Preliminary, subject to change.
(2) Budgeted costs are based on projected increases in the Producer Price Index for construction materials and components.

## SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

**Assignment of Revenues and Installment Sale Agreement**

Under the Indenture, the Authority assigns to the Trustee, on behalf of the Owners, all of the Authority's right, title and interest to and in the Revenues and all of the right, title and interest of the Authority in the Installment Sale Agreement (other than the rights of the Authority under the Installment Sale Agreement to Additional Payments, indemnification and attorneys' fees). Subject to the terms of the Indenture, all Revenues the Trustee collects and receives shall be applied to the payment of principal of and interest and premium (if any) on the Bonds equally, without priority for series, issue, number or date, in accordance with the terms hereof. So long as any of the Bonds are Outstanding, the Revenues and such moneys shall not be used for any other purpose; except that a portion of the Revenues may be used for purposes as expressly permitted by the Indenture.

"Revenues" are defined in the Indenture as (a) all amounts received by the Authority or the Trustee pursuant or with respect to the Installment Sale Agreement, including, without limiting the generality of the foregoing, all of the Installment Payments (including both timely and delinquent payments, any late charges, and whether paid from any source), prepayments, insurance proceeds, condemnation proceeds, but excluding any Additional Payments; (b) all moneys and amounts held in the funds and accounts established under the Indenture; and (c) investment income with respect to any moneys held by the Trustee under the Indenture.

**Reserve Fund**

Under the Indenture, a Reserve Fund is created for the Bonds (the "Reserve Fund") which shall be held in trust by the Trustee. An amount equal to the Reserve Requirement (as defined below) shall be maintained in the Reserve Fund at all times, subject to the provisions of the Indenture, and any deficiency therein shall be replenished from the first available Revenues pursuant to the Indenture. Under the Indenture, the "Reserve Requirement" means, as of any date of calculation by the City, the least of (i) ten percent (10%) of the proceeds (within the meaning of section 148 of the Code) of the Bonds; (ii) 125% of average Annual Debt Service as of the date issuance of the Bonds: or (iii) the Maximum Annual Debt Service for that and any subsequent year.

Under the Indenture, moneys in the Reserve Fund shall be used solely for the purpose of paying the principal of and interest on the Bonds, including the redemption price of the Bonds coming due and payable by operation of mandatory sinking fund redemption pursuant to the Indenture, in the event that the moneys in the Bond Service Fund are insufficient therefor. In the event that the amount on deposit in the Bond Service Fund on any date is insufficient to enable the Trustee to pay in full the aggregate amount of principal of and interest on the Bonds coming due and payable, including the redemption price of the Bonds coming due and payable by operation of mandatory sinking fund redemption, the Trustee shall withdraw the amount of such insufficiency from the Reserve Fund and transfer such amount to the Bond Service Fund.

In the event that the amount on deposit in the Reserve Fund exceeds the Reserve Requirement on the fifteenth calendar day of the month preceding any Interest Payment Date, the amount of such excess shall be withdrawn therefrom by the Trustee and transferred to the Bond Service Fund and credited against the Installment Payment or Installment Payments next due from the City.

**Qualified Reserve Fund Credit Instrument**

The Authority may fund all or a portion of the Reserve Requirement with one or more Qualified Reserve Fund Credit Instruments, which is defined in the Indenture as an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Trustee pursuant to the terms of the Indenture provided that all of the following requirements are met: (i) the long-term credit rating of such bank or insurance company at the time of delivery of such letter of credit or surety bond is rated in one of the two highest rating categories by Moody's or S&P; (ii) such letter of credit or surety bond has a term of at least twelve (12) months; (iii) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement with respect to which funds are proposed to be released pursuant to the terms of the Indenture; and (iv) the Trustee is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the amounts available to repay the principal of and interest on the Bonds.

Upon deposit of any Qualified Reserve Fund Credit Instrument with the Trustee, the Trustee shall transfer any excess amounts then on deposit in the Reserve Fund into a segregated account of the Bond Service Fund, which monies shall be applied at the written direction of the Authority either (i) to the payment within one year of the date of transfer of capital expenditures of the Authority permitted by law, or (ii) to the redemption of Bonds on the earliest succeeding date on which such redemption is permitted hereby, and pending such application shall be held either not invested in investment property (as defined in section 148(b) of the Code), or invested in such property to produce a yield that is not in excess of the yield on the Bonds; provided, however, that the Authority may by written direction to the Trustee cause an alternative use of such amounts if the Authority shall first have obtained a written opinion of nationally recognized bond counsel substantially to the effect that such alternative use will not adversely affect the

exclusion pursuant to section 103 of the Internal Revenue Code of 1986 (the "Code") of interest on the Bonds from the gross income of the owners thereof for federal income tax purposes.

In any case where the Reserve Fund is funded with a combination of cash and a Qualified Reserve Fund Credit Instrument, the Trustee shall deplete all cash balances before drawing on the Qualified Reserve Fund Credit Instrument. With regard to replenishment, any available moneys provided by the Authority shall be used first to reinstate the Qualified Reserve Fund Credit Instrument and second, to replenish the cash in the Reserve Fund. In the event the Qualified Reserve Fund Credit Instrument is drawn upon, the Authority shall make payment of interest on amounts advanced under the Qualified Reserve Fund Credit Instrument after making any payments to the Bond Service Fund pursuant to the terms of the Indenture.

In the event the Qualified Reserve Fund Credit Instrument will lapse or expire, the Trustee shall draw upon such Qualified Reserve Fund Credit Instrument prior to its lapsing or expiring in the full amount of such Qualified Reserve Fund Credit Instrument, make deposits from available Revenues to the Reserve Fund to increase the amount on deposit therein to the Reserve Requirement or substitute such Qualified Reserve Fund Credit Instrument with a Qualified Reserve Fund Credit Instrument that satisfies the requirements described above.

**Issuance of Additional Debt; Parity Obligations**

The Authority has covenanted in the Indenture that except for the Bonds, no additional bonds, notes or other indebtedness shall be issued or incurred which are payable out of the Revenues in whole or in part.

Pursuant to the terms of the Installment Sale Agreement, in addition to the Installment Payments, the City may issue or incur other bonds, notes, loans, advances or indebtedness payable from Net Revenues on a parity with the Installment Payments to provide financing for the Electric System in such principal amount as shall be determined by the City. The City may issue or incur any such Parity Obligations subject to the following specific conditions which are made conditions precedent to the issuance and delivery of such Parity Obligations:

(a) No Event of Default shall have occurred and be continuing, and the City shall deliver a certificate to that effect to the Trustee;

(b) The Net Revenues, calculated in accordance with accounting principles consistently applied, as shown by the books of the City for the latest Fiscal Year or as shown by the books of the City for any more recent twelve (12) month period selected by the City, in either case verified by a certificate or opinion of an Independent Accountant employed by the City, plus (at the option of the City) the Additional Revenues, shall be at least equal to one hundred twenty percent ([120%]) of the amount of Maximum Annual Debt Service; [DISCUSS]

(c) There shall be established upon the issuance of such Parity Obligations a reserve fund for such Parity Obligations in an amount equal to the lesser of (i) the maximum amount of debt service required to be paid by the City with respect to such Parity Obligations during any Fiscal Year, or (ii) the maximum amount then permitted under the Tax Code; and

(d) The trustee or fiscal agent for such Parity Obligations shall be the same entity performing the functions of Trustee under the Indenture.

The provisions of subsection (b) above shall not apply to any Parity Obligations if all of the proceeds of which (other than proceeds applied to pay costs of issuing such Parity Obligations and to make a reserve fund deposit required pursuant to subsection (c) above) shall be deposited in an irrevocable escrow for the purpose of paying the principal of and interest and premium (if any) on any Installment Payments or on any outstanding Parity Obligations.

Under the terms of the Installment Sale Agreement, the City may not issue or incur any additional bonds or other obligations during the term of the Installment Sale Agreement having any priority in payment of principal or interest out of the Net Revenues over the Installment Payments. However, nothing in the Installment Sale Agreement is intended or shall be construed to limit or affect the ability of the City to issue or incur Parity Obligations or obligations which are either unsecured or which are secured by an interest in the Net Revenues which is junior and subordinate to the pledge of and lien upon the Net Revenues established under the Installment Sale Agreement.

**Installment Payments**

Under the Installment Sale Agreement, the City agrees to pay to the Authority, its successors and assigns, but solely from the "Net Revenues" (consisting of "Gross Revenues" less "Operation and Maintenance Costs") and other funds pledged under the Installment Sale Agreement, the "Purchase Price," together with interest on the unpaid principal balance payable in Installment Payments coming due and payable in the respective amounts and on the respective Installment Payment Dates specified in the Installment Sale Agreement. These terms are defined in the Installment Sale Agreement as follows:

> "Net Revenues" is defined as meaning, for any period, an amount equal to all of the Gross Revenues received during such period minus the amount required to pay all Operation and Maintenance Costs becoming payable during such period.
>
> "Gross Revenues" is defined as meaning all income, rents, rates, fees, charges and other moneys derived from the ownership or operation of the Electric System, including, without limiting the generality of the foregoing, (1) all income, rents, rates, fees, charges, business interruption insurance proceeds or other moneys derived by the City from the sale, furnishing and supplying of electric or other services, facilities, and commodities sold, furnished or supplied through the facilities of or in the conduct or operation of the business of the Electric System (other than the non-by-passable usage based charge supporting the City's public benefit program), plus (2) the earnings on and income derived from the investment of such income, rents, rates, fees, charges, or other moneys, including City reserves and the Reserve Fund established under the Indenture, but excluding in all cases customer deposits or any other deposits or advances subject to refund until such deposits or advances have become the property of the City and excluding any proceeds of taxes required by law to be used by the City to pay bonds hereafter issued.
>
> "Electric System" is defined as meaning the entire electric system of the City, including all facilities, properties and improvements at any time owned, controlled or operated by the City for the provision of electricity, and any necessary lands, rights, entitlements and other property useful in connection therewith, together with all extensions thereof and improvements thereto at any time acquired, constructed or installed by the City, including the Improvements.
>
> "Operation and Maintenance Costs" is defined as meaning the reasonable and necessary costs and expenses paid by the City for maintaining and operating the Electric System, including but not limited to (a) the cost of utilities, including electricity and other forms of energy supplied to the Electric System, (b) the reasonable expenses of management and repair and other costs and

expenses necessary to maintain and preserve the Electric System in good repair and working order and (c) the reasonable administrative costs of the City attributable to the operation and maintenance of the Electric System, including insurance and other costs described in the Installment Sale Agreement, but in all cases excluding (i) debt service payable on obligations incurred by the City with respect to the Electric System, including but not limited to the Installment Payments and debt service payments on any Parity Obligations, (ii) depreciation, replacement and obsolescence charges or reserves therefor, (iii) amortization of intangibles or other bookkeeping entries of a similar nature, (iv) City's public benefit program expenditures, and (v) periodic administrative transfers to the City's general fund.

"Purchase Price" is defined as meaning the amount to be paid by the City under the Installment Sale Agreement as the purchase price of the Improvements, being equal to the aggregate principal amount of the Bonds.

Under the Installment Sale Agreement, all of the Net Revenues are irrevocably pledged, charged and assigned to the punctual payment of the Installment Payments and any Parity Obligations (described above) and except as otherwise provided in the Installment Sale Agreement the Net Revenues shall not be used for any other purpose so long as any of the Installment Payments remain unpaid. Such pledge, charge and assignment shall constitute a first lien on the Net Revenues and such other moneys for the payment of the Installment Payments and any Parity Obligations in accordance with the terms of the Installment Sale Agreement.

The obligations of the City to make the Installment Payments from the Net Revenues and to perform and observe the other agreements contained in the Installment Sale Agreement shall be absolute and unconditional and until such time as all of the Installment Payments and all other amounts coming due and payable under the Installment Sale Agreement shall have been fully paid or prepaid, the City may not suspend or discontinue payment of any Installment Payments or such other amounts, will perform and observe all other agreement contained in the Installment Sale Agreement, and will not terminate the Installment Sale Agreement for any cause. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Obligation" herein.

Under the Installment Sale Agreement, all of the Gross Revenues shall be deposited by the City immediately upon receipt in the Electric Utility Fund, which fund is established by the Installment Sale Agreement and held by the City. The City shall use funds in the Electric Utility Fund to pay Operation and Maintenance Costs as such payments become due and payable. The City covenants and agrees that all Net Revenues will be held by the City in the Electric Utility Fund in trust for the benefit of the Trustee (as assignee of the rights of the Authority under the Installment Sale Agreement) and the Bond Owners, and for the benefit of the owners of any Parity Obligations. On or before each Installment Payment Date, the City shall withdraw from the Electric Utility Fund, and transfer to the Trustee for deposit in the Revenue Fund, and to the trustee for any Parity Obligations, as applicable, an amount of Net Revenues which, together with the balance then on deposit in the Bond Service Fund (other than amounts resulting from the prepayment of the Installment Payments pursuant to the Installment Sale Agreement and other than amounts required for payment of principal of or interest on any Bonds and Parity Obligations which have matured or been called for redemption but which have not been presented for payment), is equal to the aggregate amount of the Installment Payments coming due and payable on the next succeeding Interest Payment Date, together with any amounts required to restore the balance in the Reserve Fund to the Reserve Requirement. In support of the foregoing, the City shall set aside each month equal amounts necessary to make such transfers on or before each Installment Payment Date.

The City is required under the Installment Sale Agreement to manage, conserve and apply the Gross Revenues on deposit in the Electric System Fund in such a manner that all deposits required to be

made will be made at the times and in the amounts so required. Subject to the foregoing sentence, so long as no Event of Default shall have occurred and be continuing under the Installment Sale Agreement, the City may use and apply Net Revenues in the Electric Utility Fund for (i) the payment of Additional Payments (as defined in the Installment Sale Agreement), (ii) the payment of any subordinate obligations or any unsecured obligations, (iii) the acquisition and construction of extensions and betterments to the Electric System, (iv) the prepayment of any obligations of the City relating to the Electric System, (v) transfers from the Electric Utility Fund to the General Fund of the City for administrative costs, or (vi) any other lawful purposes of the Electric Utility Fund. All monies in the Electric System Fund may be invested by the City from time to time in any Authorized Investment.

**Rate Covenant; Collection of Rates and Charges**

Under the Installment Sale Agreement, the City agrees that it shall fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the Electric System during each Fiscal Year, which are at least sufficient, after making allowances for contingencies and error in the estimates, to yield Gross Revenues sufficient to pay the following amounts in the following order of priority:

(a) All Operation and Maintenance Costs estimated by the City to become due and payable in such Fiscal Year;

(b) Adjustable Annual Debt Service (as defined in the Installment Sale Agreement);

(c) All amounts, if any, required to restore the balance in the Reserve Fund and any reserve fund securing any Parity Obligations to the full amount of the Reserve Requirement and the reserve requirement with respect to any Parity Obligations; and

(d) All payments required to meet any other obligations of the City which are charges, liens, encumbrances upon, or which are otherwise payable from, the Gross Revenues or the Net Revenues during such Fiscal Year.

In addition, the City shall fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the Electric System during each Fiscal Year which are sufficient to yield Net Revenues which are at least equal to one hundred twenty percent (120%) of the amount described in the preceding clause (b) for such Fiscal Year.

See "THE ELECTRIC SYSTEM – Rates and Charges; Recent Rate Increase" herein for a discussion of Electric System rate increases approved by the City Council of the City in March 2013.

**Covenants of the City**

In addition to the covenant described above under the caption "Rate Covenant; Collection of Rates and Charges," the City makes certain other covenants in the Installment Sale Agreement which are summarized below. See "APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS – The Installment Sale Agreement" herein.

***Maintenance, Utilities, Taxes and Assessments***. Throughout the term of the Installment Sale Agreement, all improvement, repair and maintenance of the Electric System shall be the responsibility of the City, and the City shall pay for or otherwise arrange for the payment of all utility services supplied to the Electric System, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and shall pay for or otherwise arrange for the

payment of the cost of the repair and replacement of the Electric System resulting from ordinary wear and tear.

The City shall also pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Authority or the City affecting the Electric System or the respective interests or estates therein; provided, however, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are required to be paid during the Term of the Installment Sale Agreement as and when the same become due.

***Operation of the Electric System.*** The City covenants and agrees to operate the Electric System in an efficient and economical manner and to operate, maintain and preserve the Electric System in good repair and working order. The City covenants that, in order to fully preserve and protect the priority and security of the Bonds, the City shall pay from the Gross Revenues and discharge all lawful claims for labor, materials and supplies furnished for or in connection with the Electric System which, if unpaid, may become a lien or charge upon the Gross Revenues or the Net Revenues prior or superior to the lien granted under the Installment Sale Agreement, or which may otherwise impair the ability of the City to pay the Installment Payments in accordance therewith.

***Public Liability and Property Damage Insurance.*** The City shall maintain or cause to be maintained, throughout the term of the Installment Sale Agreement, but only if and to the extent available at reasonable cost from reputable insurers, a standard comprehensive general insurance policy or policies in protection of the Authority, the City and their respective members, officers, agents and employees. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Electric System. Said policy or policies shall provide coverage in such liability limits and shall be subject to such deductibles as shall be customary with respect to works and property of a like character. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the City, and may be maintained in whole or in part in the form of self-insurance by the City, subject to the provisions of the Installment Sale Agreement, or in the form of the participation by the City in a joint powers agency or other program providing pooled insurance. The proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which such proceeds shall have been paid.

***Casualty Insurance.*** The City shall procure and maintain, or cause to be procured and maintained, throughout the term of the Installment Sale Agreement, but only in the event and to the extent available from reputable insurers at reasonable cost, casualty insurance against loss or damage to any improvements constituting any part of the Electric System, covering such hazards as are customarily covered with respect to works and property of like character. Such insurance may be subject to deductible clauses which are customary for works and property of a like character. Such insurance may be maintained as part of or in conjunction with any other casualty insurance carried by the City and may be maintained in whole or in part in the form of self-insurance by the City, subject to the provisions of the Installment Sale Agreement, or in the form of the participation by the City in a joint powers agency or other program providing pooled insurance. All amounts collected from insurance against accident to or destruction of any portion of the Electric System shall be used to repair, rebuild or replace such damaged or destroyed portion of the Electric System, and to the extent not so applied, shall be paid to the Trustee to be applied to pay or prepay the Installment Payments (and the Bonds, under the special mandatory redemption provisions of the Indenture) or any Parity Obligations, in accordance with written instructions of the City filed with the Trustee.

***Eminent Domain.*** Any amounts received as awards as a result of the taking of all or any part of the Electric System by the lawful exercise of eminent domain, at the election of the City (evidenced by a Written Certificate of the City filed with the Trustee and the Authority) shall either (a) be used for the acquisition or construction of improvements and extension of the Electric System, or (b) be paid to the Trustee to be applied to pay or prepay the Installment Payments (and the Bonds, under the special mandatory redemption provisions of the Indenture) or any Parity Obligations, in accordance with written instructions of the City filed with the Trustee.

***Records and Accounts.*** The City shall keep proper books of record and accounts of the Electric System, separate from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the Electric System. Said books shall, upon prior request, be subject to the reasonable inspection by the Owners of not less than ten percent (10%) in aggregate principal amount of the Outstanding Bonds, or their representatives authorized in writing. The City shall cause the books and accounts of the Electric System to be audited annually by an Independent Accountant, not more than two hundred seventy (270) days after the close of each Fiscal Year, and shall make a copy of such report available for inspection by the Bond Owners at the office of the City.

***Covenants Related to Tax-Exempt Status of the Bonds.*** The City make certain covenants relating to the tax-exempt status of the Bond, including that it will take such actions as are necessary to insure: (i) that the interest on the Bonds will not become includable in the gross income of the owners thereof for federal income tax purposes; (ii) that no Bond will become a "private activity bond" within the meaning of section 141 of the Code; (iii) that the Bonds will not become "arbitrage bonds" within the meaning of section 148 of the Code; (iv) that the Bonds will not be treated as "federally guaranteed" within the meaning of section 149(b) of the Code and the Tax Regulations and rulings thereunder; and (v) take certain other actions relating to certain reports and to amounts rebatable to the United States under the Code.

***Sale of the Electric System Property.*** Except as provided in the Installment Sale Agreement, the City covenants that the Electric System shall not be encumbered, sold, leased, pledged, any charge placed thereon, or otherwise disposed of, as a whole or substantially as a whole unless such sale is to a public entity. Neither the Net Revenues nor any other funds pledged or otherwise made available to secure payment of the Installment Payments shall be mortgaged, encumbered, sold, leased, pledged, any charge placed thereon, or disposed or used except as authorized by the terms of the Installment Sale Agreement. The City shall not enter into any agreement which impairs the operation of the Electric System or any part of it necessary to secure adequate Net Revenues to pay the Installment Payments, or which otherwise would impair the rights of the Bond Owners and the owners of any Parity Obligations with respect to the Net Revenues. If any substantial part of the Electric System shall be sold, the payment therefor shall either (a) be used for the acquisition or construction of improvements, extensions or replacements of facilities constituting part of the Electric System, or (b) to the extent not so used, be paid to the Trustee to be applied to pay or prepay the Installment Payments or any Parity Obligations, in accordance with written instructions of the City filed with the Trustee.

**Special Obligation**

The City's obligation to pay the Installment Payments, the Additional Payments and any other amounts coming due and payable under the Installment Sale Agreement shall be a special obligation of the City limited solely to the Net Revenues. Under no circumstances shall the City be required to advance moneys derived from any source of income other than the Net Revenues and other sources specifically identified in the Installment Sale Agreement for the payment of the Installment Payments and the Additional Payments, nor shall any other funds or property of the City be liable for the payment of the

Installment Payments and the Additional Payments and any other amounts coming due and payable under the Installment Sale Agreement.

The obligations of the City to make the Installment Payments and the Additional Payments from the Net Revenues and to perform and observe the other agreements contained in the Installment Sale Agreement shall be absolute and unconditional and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach of the City, the Authority or the Trustee of any obligation to the City or otherwise with respect to the Electric System, whether under the Installment Sale Agreement or otherwise, or out of indebtedness or liability at any time owing to the City by the Authority or the Trustee. Until such time as all of the Installment Payments, all of the Additional Payments and all other amounts coming due and payable under the Installment Sale Agreement shall have been fully paid or prepaid, the City (a) will not suspend or discontinue payment of any Installment Payments, Additional Payments or such other amounts, (b) will perform and observe all other agreements contained in the Installment Sale Agreement, and (c) will not terminate the Installment Sale Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Electric System, failure to complete the Acquisition and Construction of any Improvements by the estimated Completion Date thereof, the taking by eminent domain of title to or temporary use of any component of the Electric System, commercial frustration of purpose, any change in the tax or law other laws of the United States of America or the State or any political subdivision of either thereof or any failure of the Authority or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Indenture or the Installment Sale Agreement.

## BOND INSURANCE

[TO COME, IF APPLICABLE]

## THE ELECTRIC SYSTEM

### General

Pursuant to resolution of the City Council of the City, the City established the Electric System in 1922 through the purchase of all of the property and facilities of the privately owned Light and Power Utility, which prior to its purchase by the City provided electric service to the City. The Electric System currently serves 10,836 residential, 1,005 commercial, 6 industrial and 123 other customers in an approximately 22 square mile service area. Service is provided over a 34.4kV subtransmission system to six distribution substations and is delivered to end users over City owned distribution lines. For Fiscal Year 2014, total energy generated equaled 145,203 MWh and total energy purchases equaled 43,118 MWh. Peak demand in Fiscal Year 2014 was 40.5 MW. The City's all-time peak demand was 47.6 MW in Fiscal Year 2006.

The City Council of the City is the governing body for the Electric System and approves all major operational decisions, including rate setting, operating budgets, power resource acquisitions, enhancement of distribution facilities and capital projects. Day-to-day operation of the Electric System is managed by the Electric Utility Director.

### Management and Employees

The following are biographical summaries of the Electric Utility Director and the Power Resource and Revenue Administrator.

***Frederick H. Mason*** – Mr. Mason has served as the City's Electric Utility Director since July 2009. In that capacity, Mr. Mason oversees the day-to-day planning and administration of all activities and programs of the Electric System, as well as the development, interpretation and enforcement of Electric System policies and procedures. Previously, Mr. Mason was the City's Electric Utility Power Resource and Revenue Administrator. Prior to joining the City, Mr. Mason was the Power Resource-Energy Transaction Analyst and Field Services Manager for Riverside Public Utilities for a period of seven years. Mr. Mason holds a Bachelor of Science degree and a Masters in Business Administration from the University of Redlands.

***James Steffens*** – Mr. Steffens is the Utility Financial Analyst for the City, a position he has held since September 2011. Mr. Steffens responsibilities include analysis of financial and market data and representation of the City in communications with other utilities, energy suppliers, the California Independent System Operator Corporation and the Federal Energy Regulatory Commission. He also manages the City's Public Benefit Programs. Prior to joining the City, Mr. Steffens was a financial consultant to government agencies through Willdan Financial Services. Mr. Steffens holds a Bachelor of Arts degree in Economics from California State University, Fullerton and a Masters in Business Administration from the University of Arizona.

As of June 30, 2014, the Electric System directly employed 22 employees. 18 of these employees are represented by the International Brotherhood of Electrical Workers ("IBEW") in all matters pertaining to wages, benefits and working conditions, while the three mid-manager level employees are represented

by the Teamsters Local 1932. The Electric Utility Director is an "At Will" employee with a separate Employment Agreement. The current memorandum of understanding with the IBEW expires on June 30, 2016. In addition, 12 employees provided customer service support such as meter reading, field services and billing, while also providing support for the City's water utility. These 12 employees report to the City's Finance Department. 11 of these employees are represented by the IBEW, while the remaining mid-manager level employee is represented by Teamsters Local 1932. All employees are members of the California Public Employees Retirement System. See "THE ELECTRIC SYSTEM – Retirement Program."

**Electric System Facilities**

Through agreement with Southern California Edison Company ("Edison"), the Electric System utilizes Edison's subtransmission system in bringing power from the California Independent System Operator ("CAISO") controlled high voltage transmission grid to the Electric System's distribution system at Banning Substation. The City owns two 34.4kV subtransmission circuits totaling approximately ten miles which feed each of the Electric System's six substations. These six substations have 27 circuits feeding approximately 145 miles of overhead and underground lines of 2,400/4160Y volts and 7,200/12,470Y volts. Underground lines total approximately 22 miles or 15% of the total.

The Electric System also has three small hydroelectric generating units located in San Gorgonio Wash. The two lower generating units were rebuilt in 2015 with a combined capacity of .48 MW and started regular operations in June. The two units are projected to produce a total of approximately 4,000 MWh's of electricity each year. The upper generating unit is currently being evaluated to determine whether there is a cost benefit for rebuilding it. If rebuilt, the upper unit would have a capacity of .15 MW.

The following table sets forth information concerning voltages, capacities and circuits for the Electric System's six substations.

**Table 1**
**CITY OF BANNING ELECTRIC**
**SYSTEM SUBSTATIONS**

| Substation | Voltage | Capacity (MW) | Distribution Feeders |
|---|---|---|---|
| **34 – 4kV** | | | |
| Alola #1 | 34.5 -2.4/4.16 | 3.75 | 2 |
| Alola #2 | 34.5 -2.4/4.16 | 3.75 | 2 |
| Alola #3 | 34.5 -2.4/4.16 | 2.00 | 1 |
| Airport | 34.5 -2.4/4.16 | 3.75 | 2 |
| **34 – 12kV** | | | |
| 22nd Street | 34.5 -7.4/12.47 | 15.00 | 3 |
| Midway #1 | 34.5 -7.4/12.47 | 7.50 | 2 |
| Midway #2 | 34.5 -7.4/12.47 | 7.50 | 2 |
| San Gorgonio #1 | 34.5 -7.4/12.47 | 10.00 | 2 |
| San Gorgonio #2 | 34.5 -7.4/12.47 | 10.00 | 2 |
| Sunset #1 | 34.5 - 7.4/12.47 | 25.00 | 5 |
| Sunset #2 | 34.5 - 7.4/12.47 | 25.00 | 4 |

Source: City of Banning Electric Department.

**Power Supply Resources**

Peak demand for the Electric System increased annually from 41.9 MW in Fiscal Year 2010 to 46.9 MW in Fiscal Year 2013. Peak demand in Fiscal Year 2014 decreased to 40.5 MW. The decline in peak demand was due to a very mild summer, which resulted in lower demand for air conditioning. For Fiscal Years 2010 through 2014 total retail sales increased from 135,545 MWh to 138,926 MWh. For Fiscal Year 2014, total energy generated equaled 145,203 MWh and total energy purchases equaled 43,118 MWh, for a total of 188,321 MWh of electricity.

As discussed above under the caption "Electric System Facilities," the City has three small hydroelectric generating units which had previously operated infrequently and did not significantly contribute to the Electric System's supply resources. However, with the two lower units being rebuilt in 2015, they will produce approximately 4,000 MWh per year, or three percent of the Utility's power supply requirements. The principal supply resources for the Electric System are derived from the City's membership in the Southern California Public Power Authority ("SCPPA"), a joint powers agency, and the City's participation through SCPPA in (i) Unit 3 of the San Juan Generating Station ("San Juan Unit 3"), (ii) the Palo Verde Nuclear Generating Station, Units 1, 2 and 3 and associated facilities ("PVNGS"), (iii) direct entitlements to the output of hydroelectric generating plants at the Hoover Dam (the "Hoover Upratings Project"), and (iv) certain power purchase agreements between SCPPA and two divisions of Ormat Technologies, Inc. relating to two geothermal energy facilities located in the Imperial Valley of California (the "Ormat Geothermal Energy Projects"). In addition, the City also makes energy purchases in the wholesale market to cover its summer peaking energy and capacity requirements.

In anticipation of the shutdown of San Juan Unit 3 (which will be discussed in more detail later), the City Council approved power sales agreements to obtain capacity and energy from two new SCPPA projects, which will provide the capacity and energy needed to replace the San Juan resource. The two agreements include a 9 MW share of the Puente Hills Landfill Gas-to-Energy Facility, and an 8 MW share of the RE Astoria 2 Solar Project. Both of these facilities are certified renewable energy through the California Energy Commission and will begin providing capacity, energy and associated renewable attributes to the City beginning in 2017. These two agreements are standard power purchase contracts, and do not have a "take or pay" provision.

The following table sets forth certain information regarding the Electric System's power supply resources during the Fiscal Year ended June 30, 2014.

**Table 2**
**CITY OF BANNING**
**ELECTRIC SYSTEM POWER SUPPLY RESOURCES**
**(Fiscal Year Ended June 30, 2014)**

| Source | Capacity Available (MW) | Actual Energy (MWh) | Percent of Total Energy |
|---|---|---|---|
| **Joint Powers Agency (SCPPA)** | | | |
| San Juan[1] | 20.0 | 125,213 | 66.5% |
| PVNGS | 2.0 | 18,291 | 9.7 |
| Hoover | 2.0 | 1,699 | 0.9 |
| Subtotal | 24.0 | 145,203 | 77.1 |
| **Purchased Power** | | | |
| CAISO[2] | N/A | 15,344 | 8.2 |
| Ormat[3] | 3.4 | 27,774 | 14.7 |
| Subtotal | | 43,118 | 22.9 |
| **Total** | **27.4** | **188,321** | **100%** |

[1] See "DEVELOPMENTS IN THE CALIFORNIA ENERGY MARKETS - State Legislation - Greenhouse Gas Emissions regarding recent legislation that could adversely affect the use of coal-fired generating plants, including San Juan.
[2] Consists of purchases made in the forward market to cover summer peaking energy requirements.
[3] Also through SCPPA.
Source: City of Banning Electric Department.

As noted, the City is a member of SCPPA, a joint powers agency created for the planning, financing, acquiring, constructing, operating and maintaining of electric generating and transmission projects for participation by some or all of its members. Through its membership in SCPPA, the City is a participant in the following projects.

***San Juan Unit 3.*** The San Juan Generating Station consists of a four unit, coal fired steam electric generating plant located near the town of Farmington in San Juan County, New Mexico. The combined net generating capacity of the four units is 1,800 MW. San Juan Unit 3 has a maximum gross rated capacity of 540 MW and net capacity of 497 MW. The four units were put into operation between 1976 and 1982. In 1993, SCPPA and five of its members negotiated a purchase agreement with Century Power Corporation under which SCPPA purchased a 41.8% interest in San Juan Unit 3 and related common facilities of the San Juan Generating Station, entitling SCPPA to approximately 208 MW of power generated by San Juan Unit 3. SCPPA entered into power sales contracts with five members of SCPPA, including the City. Under these power sales contracts, SCPPA sells 100% of its entitlement to capacity and energy of San Juan Unit 3 on a "take or pay" basis. The City has a 9.8% (20 MW) entitlement in SCPPA's interest in San Juan Unit 3. SCPPA financed its interest in Unit 3 by issuing revenue bonds in an aggregate principal amount of $237,375,000, of which approximately $42,935,000 in aggregate principal amount were outstanding as of June 1, 2015. In Fiscal Year 2014, San Juan Unit 3 provided 125,213 MWh of energy to the City at an average cost of delivered energy of $67.68 per MWh.

In June 2014, the nine owners of the San Juan Generating Station reached a non-binding agreement in principle on an ownership restructuring of the San Juan Generating Station, which if implemented, would result in the shutdown of Units 2 & 3 by December 31, 2017 as part of the overall settlement of matters regarding emissions at San Juan. Most, but not all, of the regulatory approvals and other conditions have been obtained or satisfied in order to implement this proposed ownership restructuring.

In December 2014 SCPPA successfully closed the refunding of the San Juan Power Project's 2005 Refunding Series A Bonds, which resulted in gross savings of $6.3 million and an NPV of $4.95 million, and a new final maturity of January 1, 2017. This ensures that all San Juan Unit 3 related debt will be paid off prior to the unit shutting down December 31, 2017.

In June 2015, the nine owners of San Juan Generating Station completed developing the binding agreements necessary for the final restructuring of ownership and the shutdown of Units 2 & 3 by December 31, 2017. The individual owners still need to obtain final approval through their various governing boards, which is expected to be completed by August 1, 2015.

***Palo Verde Nuclear Generating Station.*** Through its participation in SCPPA, the City has an entitlement to the Palo Verde Nuclear Generating Station near Phoenix, Arizona. SCPPA, pursuant to the Arizona Nuclear Power Project ("ANPP") Participation Agreement, has a 5.91% interest in PVNGS, consisting of Units 1, 2 and 3 and certain associated facilities and contractual rights, a 5.56% ownership interest in the ANPP High Voltage Switchyard and contractual rights, and a 6.55% share of the rights to use certain portions of the ANPP Valley Transmission System in order to transmit PVNGS power to its members which are participating in the project.

SCPPA has sold the entire capability of SCPPA's interest pursuant to power sales contracts with certain of its members, including the City. Under the PVNGS power sales contract, the participants are entitled to SCPPA generation capability based on their respective PVNGS entitlements and are obligated to make payments on a "take or pay" basis.

Commercial operation and initial deliveries from PVNGS Units 1, 2 and 3 commenced in January 1986, September 1986 and January 1988, respectively. Transmission is accomplished through agreements with Salt River Project Agricultural Improvement and Power District, the Los Angeles Department of Water and Power ("LADWP") and Edison. SCPPA had outstanding approximately $36,130,000 aggregate principal amount of bonds with respect to PVNGS as of June 1, 2015.

In response to increased competition in the electric utility business, in 1997 SCPPA began taking steps designed to accelerate the payment of all fixed rate bonds relating to PVNGS by July 1, 2004 (the "PVNGS Restructuring Plan"). Such steps consisted primarily of refunding certain outstanding bonds for savings and accelerating payments by the PVNGS project participants on the bonds issued by SCPPA for PVNGS. The PVNGS Restructuring Plan accomplishes substantial savings to the PVNGS project participants from and after the time the principal of an interest on such fixed rate bonds were paid or provision for the payment thereof was made (i.e., from and after July 1, 2004). Under the PVNGS Restructuring Plan, the delivered cost of energy produced by PVNGS decreased significantly on July 1, 2004.

The City has a 1.00% entitlement interest (2 MW) in SCPPA's ownership interest in the PVNGS, the ANPP High Voltage Switchyard and the ANPP Valley Transmission System. In Fiscal Year 2014, PVNGS provided 18,291 MWh of energy to the City at an average cost of delivered energy of $41.23 per MWh.

***Hoover Uprating Project.*** The City participated in the Hoover Uprating Project which consisted principally of the uprating of the capacity of 17 generating units at the hydroelectric power plant of the Hoover Dam, which is located approximately 25 miles from Las Vegas, Nevada. Modern insulation technology made it possible to "uprate" the nameplate capacity of existing generators. The United States Bureau of Reclamation (the "Bureau") owns and operates the Hoover Dam facility and the Western Area Power Association markets the power from the facility. The City and certain other members of SCPPA obtained entitlements to capacity and associated firm energy which they assigned to SCPPA by agreement dated March 1, 1986 in return for SCPPA's agreement to make advance payments to the Bureau on behalf of such members. The entitlements of the City and these SCPPA members currently total 94 MW of capacity and approximately 107,000 MWh of associated energy annually from the Hoover Uprating Project. As of June 1, 2015, SCPPA has outstanding approximately $6,095,000 aggregate principal amount of bonds with respect to the Hoover Uprating Project. The City has an entitlement of approximately 2 MW. In Fiscal Year 2014, the Hoover Uprating Project provided 1,699 MWh of energy to the City at an average cost of delivered energy of $36.56 per MWh.

***Ormat Geothermal Energy Projects.*** In 2005, SCPPA entered into a power purchase agreement (the "Ormat Power Purchase Agreement") with OrHeber 2, Inc., which is a division of Ormat Technologies, Inc. ("Ormat"). This agreement provides for the purchase of 10 MW of electric generation from a geothermal energy facility located in the Heber area of the Imperial Valley of California. In turn, pursuant to certain power sales agreements (the "Ormat Power Sales Agreements"), SCPPA agreed to sell the energy purchased by it to four of its members, including the City. The City's contract share of the purchased power is 1 MW or 10% of the total 10 MW output. Under the City's Ormat Power Sales Agreement, the City pays an initial cost for delivered energy of $57.50 per MWh, with an annual increase of 1.5%.

The Ormat Power Purchase Agreement and the Ormat Power Sales Agreements (including the City's Ormat Power Sales Agreement) have terms of 25 years from January 1 immediately following the commercial operation dates for the geothermal energy facilities. The Heber facility was completed and commenced delivering energy in January 2006, and thus the agreements relating to that facility have an expiration date of January 1, 2032.

In 2008 Ormat requested, and the SCPPA participants agreed to substitute the generating facility supplying power related to the Ormat Power Purchase Agreement. The new geothermal facility which provides power per the Agreement is the "Heber South" generating facility, which has a capacity of 14 MW versus the original Heber facility's 10 MW. The City's share continues to be 10%, but the actual capacity increased from 1 MW to 1.4 MW. Additionally, the City agreed to take 2 MW of capacity from the original Heber facility, under the same terms and conditions, thereby additionally increasing its overall capacity from 1.4 MW to 3.4 MW. With this change in facilities and increased capacity, there was an update in the pricing of the power, the original pricing methodology applies to the first 9.5 MW delivered each hour, but electricity in excess of 9.5 MW delivered any hour will be charged at an initial price of $76 per MWh, with an annual increase of one and one-half percent. All other aspects of the Ormat Power Purchase Agreement remain unchanged.

The Ormat Power Purchase Agreement is subject to early termination by either party thereto in its sole discretion as of January 1 immediately following the 15th or 20th anniversary of the commercial operation date relating to the facility which is the subject of the agreement. In the event of such termination, the Ormat Power Sales Agreement relating to the facility would concurrently terminate. Furthermore, each Ormat Power Sales Agreement is subject to early termination by either party thereto immediately following the 15th or 20th anniversary of the commercial operation date relating to the facility which is the subject of the agreement. If this termination right is exercised by any SCPPA member pursuant to its Ormat Power Sales Agreement, then SCPPA shall unilaterally terminate all of the

Ormat Power Sales Agreements unless the contract shares subscribed to by the remaining SCPPA members are increased to 100%. If all of the Ormat Power Sales Agreements are terminated, SCPPA shall terminate the Ormat Power Purchase Agreement in accordance with its right of termination contained therein.

In Fiscal Year 2014, the City purchased 27,774 MWh of energy pursuant to its Ormat Power Sales Agreement at an average cost of delivered energy of $69.03 per MWh.

See "THE ELECTRIC SYSTEM – Indebtedness" for a description of the City's share of SCPPA's obligations discussed above.

**Forward Market Power Purchases**

In addition to power supply resources associated with the City's participation in SCPPA projects, the City has made energy purchases in the forward market to cover its summer peaking energy and capacity requirements. In this regard, the City evaluates responses to requests for proposal from various energy suppliers and selects the supplier providing the most economical cost. There is no assurance that the City will be able to engage in forward market purchases in the future. For the past several years, the City has found that it has been more cost effective to purchase needed peaking energy in the CAISO wholesale markets.

The cost of obtaining necessary energy will depend upon contract requirements and the current market price for energy. Spot market prices are dependent upon such factors as natural gas prices, the availability of generating sources in the region, fuel type, and weather conditions such as ambient temperatures and the amount of rainfall or snowfall. Generating unit outages, dry weather, hot or cold temperatures, time of year, transmission constraints, and other factors can all affect the supply and price of energy. See "DEVELOPMENTS IN THE ENERGY MARKETS."

**Future Power Resources**

***General.*** The Electric System's current resources meet its customer demand in the months of October through May ("Winter Months"). Summer peaking requirements are purchased for the months of June through September. The quantity of peaking power actually purchased fluctuates depending on load projections. Current Electric System resources are expected to cover demand during the Winter Months until San Juan Unit 3 shuts down December 31, 2017. As previously noted, the City executed power sales agreements with SCPPA for power to replace that which was being lost with the shutdown of the San Juan Unit 3 facility. Those two projects, which will begin providing capacity and power to the City in 2017, are described in more detail below.

***Puente Hills Landfill Gas-to-Energy Facility.*** The Puente Hills Landfill Gas-to-Energy Facility is an existing facility that is currently under contract with Southern California Edison. SCPPA has negotiated to start taking the output from the facility, which has a nameplate capacity of 46 MW, as of January 1, 2017. The City's share of the project will be 20.9302% or approximately 9.6 MW of the nameplate capacity. However, because the Puente Hills Landfill has shut down and is no longer accepting waste, the actual capacity of the facility will decrease each year at an estimated rate of 4-6%, as the available "fuel" is depleted. The projected capacity of the facility for 2017 is estimated at 41.5 MW, which will result in the City receiving approximately 8.7 MW of capacity and associated energy. The project has a fixed price of $80 per MWh and a term of 13 years. The facility is located in Los Angeles County (Whittier) near the interchange of the I-605 and CA-60 freeways, and will interconnect with the CAISO's system at Southern California Edison's Hillgen Substation.

***RE Astoria 2 Solar Project.*** The RE Astoria 2 Solar Project is being developed by Recurrent Energy (which has developed other renewable energy projects for SCPPA) and the project is scheduled to begin commercial operation in 2017. The project will be 75 MW and is the second phase of a larger project that was developed for Pacific Gas & Electric. The City's share of the project will be 13% or 8 MWs of capacity. The project has a fixed price of $64 per MWh and a term of 20 years. It will be sited on approximately 840 acres in California on the border between Los Angeles and Kern Counties, and will interconnect with the California Independent System Operator's ("CAISO") system at Southern California Edison's Whirlwind Substation.

**Transmission Resources**

Transmission resources are an integral component of the City's plan to provide economical and reliable electric service to its customers. The City currently has several firm capacity transmission agreements to deliver up to 26 MW of remote generation to the City's takeout point at the Devers 230 substation. In addition, the City has a Wholesale Distribution Access Tariff ("WDAT") Agreement with Edison that allows the City to utilize Edison's distribution system to deliver electricity from the takeout point over the Devers 115 line to the Banning Substation to serve the City's entire retail customer load.

Effective January 1, 2003, the City turned over operational control of its high voltage and certain low voltage transmission entitlements to the CAISO, thereby becoming a Participating Transmission Owner (PTO) in the CAISO. In exchange for the transfer of control to the CAISO of its transmission facilities and certain contractual transmission rights, the City was entitled to receive, until December 31, 2010, firm transmission rights commensurate with the transmission facilities and transmission rights which it turned over to the CAISO. After that time, the firm transmission rights would convert to Congestion Revenue Rights, which are financial instruments used to offset congestion charges on the applicable transmission paths.

As a PTO in the CAISO, the City continues to own its transmission facilities and to be bound by its contractual arrangements. The CAISO provides to the City (as well as other participants) access to the CAISO Controlled Grid. However, the CAISO maintains operational control for the benefit of all market participants by providing non-discriminatory transmission access, congestion management, grid security, and control area services.

The City is currently part owner of two transmission projects, and also has contractual arrangements for additional firm transmission. The following table summarizes these resources.

**Table 3**
**CITY OF BANNING -- ELECTRIC UTILITY**
**FIRM TRANSMISSION SERVICE AGREEMENTS**
**As of June 30, 2014**

| Transmission Line / Path | Owner/Party | City's Capacity | Primary Use |
|---|---|---|---|
| Mead – Phoenix | SCPPA | 3 MW | PVNGS, Westwing, Marketplace |
| Mead – Adelanto | SCPPA | 12 MW | PVNGS, Marketplace |
| Adelanto – Victorville/Lugo | LADWP | 12 MW | PVNGS, Marketplace |
| Victorville/Lugo – Devers 230 | LADWP | 8 MW | PVNGS, Marketplace |
| Mead 230 -- Dever 230 | Edison | 2 MW | Hoover |

Source: City of Banning Electric Department.

*Mead-Phoenix Transmission Project.* This 256-mile, 500 kV AC transmission line, which was placed into commercial operation on April 15, 1996, extends between a southern terminus at the existing Westwing Substation (in the vicinity of Phoenix, Arizona) and a northern terminus at Marketplace Substation, a substation located approximately 17 miles southwest of Boulder City, Nevada. The line is looped through the 500-kV switchyard constructed in the existing Mead Substation in southern Nevada with an initial transfer capability of 1,300 MW. By connecting to Marketplace Substation, the Mead-Phoenix Transmission Project interconnects with the Mead-Adelanto Transmission Project and with the existing McCullough Substation. The Mead-Phoenix Transmission Project is comprised of three project components. SCPPA has executed an ownership agreement providing it with an 18.3077% member-related ownership share in the Westwing-Mead project component, a 17.7563% member-related ownership share in the Mead Substation project component, and a 22.4082% member-related ownership share in the Mead-Marketplace project component. Other owners of the line are APS, M-S-R Public Power Agency, Salt River Project and the City of Vernon, California. Through a contract with SCPPA, the City is entitled to receive 3 MW of this line's transmission capacity. The term of this contract extends for the life of the facility, or until all SCPPA bonds issued to finance the project are defeased. As of June 1, 2015 SCPPA had outstanding approximately $33,175,000 principal amount of its bonds issued to finance its interest in the Mead-Phoenix Transmission Project. The City has entered into a transmission service contract with SCPPA which obligates the City to pay the cost of its share of the transfer capability on a "take-or-pay" basis.

*Mead-Adelanto Transmission Project.* Through a contract with SCPPA, the City is entitled to 12 MW of transmission capacity from this 202 mile, 500 kV AC transmission line, which was placed into commercial operation on April 15, 1996. This arterial line extends between a southwest terminus at the existing Adelanto Substation in southern California and a northeast terminus at Marketplace Substation. By connecting to Marketplace Substation, the line interconnects with the Mead-Phoenix Transmission Project and the existing McCullough Substation in southern Nevada. The line has an initial transfer capability of 1,200 MW. SCPPA has executed an ownership agreement providing it with a total of a 67.9167% member-related ownership share in the project. The other owners of the line are M-S-R Public Power Agency and the City of Vernon, California. The term of this contract extends for the life of facility, or until all SCPPA bonds issued to finance the project are defeased. As of June 1, 2015, SCPPA had outstanding approximately $108,875,000 principal amount of its bonds issued to finance its interest in the Mead-Adelanto Transmission Project. The City has entered into a transmission service contract with SCPPA which obligates the City to pay the cost of its share of the transfer capability on a "take-or-pay" basis.

See "THE ELECTRIC SYSTEM – Indebtedness" for a description of the City's share of SCPPA's obligations discussed above.

*Adelanto-Victorville/Lugo.* The City has a contract with LADWP for 12 MW of firm transmission service which extends and connects the Mead-Adelanto Transmission Project to the Victorville/Lugo transmission path. This contract has a fixed price of $0.27 per kW Month or $3,240 per month, based on a 12 MW entitlement.

*Victorville/Lugo-Devers 230.* The City has two contracts with Edison for a total of 8 MW of firm transmission service which provides transmission for the City's Palo Verde entitlement, as well as import of additional market purchases. The cost for this service is determined based on Edison's Transmission Revenue Requirement ("TRR") and is adjusted each year. Currently the cost is $4.67 per kW month or $37,360 per month for an 8 MW entitlement.

*Mead 230-Devers 230.* The City contracts with Edison for a total of 2 MW of firm transmission service which provides transmission for the City's Hoover entitlement. The cost for this service is

determined based on Edison's Transmission Revenue Requirement (TRR) and is adjusted each year. Currently the cost is $4.67 per kW month or $9,340 per month for a 2 MW entitlement.

**Wholesale Transactions**

Currently the City does not sell excess transmission capacity. Excess power is typically sold in the Day-Ahead Market, and quantities are based on the amount in excess of the anticipated Electric System customer load for the next trading day. Income from the sale of excess power was approximately $2,030,000 for the Fiscal Year ended June 30, 2014. Due to the volatility of market prices, income from the sale of excess power for Fiscal Year 2015 is conservatively estimated at $1,500,000.

**Historical and Projected Customers, Retail Energy Sales, Revenues and Demand**

The following table sets forth the average number of customers, metered MWh sales and revenues derived from retail sales, by classification of service, and peak demand during the past five Fiscal Years.

**Table 4**
**CITY OF BANNING**
**ELECTRIC SYSTEM CUSTOMERS, RETAIL SALES,**
**REVENUES AND DEMAND – HISTORICAL**
**(Fiscal Years Ended June 30)**

| | 2010 | 2011 | 2012 | 2013 | 2014 |
|---|---|---|---|---|---|
| **Number of Customers** | | | | | |
| Residential | 10,552 | 10,623 | 10,679 | 10,693 | 10,768 |
| Commercial | 989 | 999 | 1,000 | 999 | 1,000 |
| Industrial | 6 | 6 | 5 | 5 | 5 |
| Other | 124 | 131 | 130 | 130 | 121 |
| **Total** | 11,671 | 11,759 | 11,814 | 11,827 | 11,894 |
| **Mega-Watt Hour Sales**[1] | | | | | |
| Residential | 67,821 | 64,508 | 67,302 | 68,552 | 66,352 |
| Commercial | 47,631 | 46,540 | 49,370 | 49,338 | 49,415 |
| Industrial | 9,146 | 8,933 | 8,555 | 10,121 | 13,379 |
| Other | 10,947 | 10,233 | 10,749 | 10,873 | 9,780 |
| **Total** | 135,545 | 130,214 | 135,976 | 138,884 | 138,926 |
| **Revenues from Sales**[1] | | | | | |
| Residential | $12,658,211 | $12,002,635 | $12,226,581 | $12,443,114 | $13,151,115 |
| Commercial | 9,014,009 | 9,172,048 | 9,498,875 | 9,518,696 | 10,624,022 |
| Industrial | 1,650,659 | 1,485,423 | 1,367,155 | 1,447,083 | 2,131,714 |
| Other | 1,546,040 | 1,469,870 | 1,739,672 | 1,711,292 | 1,296,415 |
| **Total** | $24,868,919 | $24,129,976 | $24,832,283 | $25,120,185 | $27,203,266 |
| **Peak Demand (MW)** | 41.9 | 45.0 | 44.3 | 46.9 | 40.5 |

[1] Metered Sales.
Source: City of Banning Electric Department.

For the Fiscal Year ended June 30, 2014, approximately 48% of the City's electric retail sales revenues were derived from sales to residential customers. Commercial and Industrial customers represented approximately 39% and 8% of retail sales revenues, respectively. The remaining 5% of retail sales revenues were attributable to sales to City municipal facilities.

The table below sets forth projections respecting the average number of customers, MWh sales and revenues derived from retail sales, by classification of service, and peak demand during the unaudited prior Fiscal Year and ensuing four Fiscal Years.

**TABLE 5**
**CITY OF BANNING**
**ELECTRIC SYSTEM CUSTOMERS, RETAIL SALES,**
**REVENUES AND DEMAND - PROJECTED**
**(Fiscal Years Ended June 30)**

| | 2015 | 2016 | 2017 | 2018 | 2019 |
|---|---|---|---|---|---|
| **Number of Customers** | | | | | |
| Residential | 10,822 | 10,876 | 10,930 | 10,985 | 11,040 |
| Commercial | 1,010 | 1,020 | 1,025 | 1,030 | 1,035 |
| Industrial | 5 | 5 | 6 | 6 | 6 |
| Other | 121 | 121 | 122 | 122 | 122 |
| **Total** | 11,958 | 12,022 | 12,083 | 12,143 | 12,203 |
| **Mega-Watt Hour Sales**[1] | | | | | |
| Residential | 66,684 | 67,017 | 67,352 | 67,689 | 68,027 |
| Commercial | 49,662 | 49,910 | 50,160 | 50,411 | 50,663 |
| Industrial | 13,446 | 13,513 | 13,581 | 13,649 | 13,717 |
| Other | 9,829 | 9,878 | 9,927 | 9,977 | 10,027 |
| **Total** | 139,621 | 140,319 | 141,020 | 141,725 | 142,434 |
| **Revenues from Sales**[1] | | | | | |
| Residential | $13,216,871 | $13,282,955 | $13,349,370 | $13,416,117 | $13,483,197 |
| Commercial | 10,677,142 | 10,730,528 | 10,784,180 | 10,838,101 | 10,892,292 |
| Industrial | 2,142,373 | 2,153,084 | 2,163,850 | 2,174,669 | 2,185,542 |
| Other | 1,302,897 | 1,309,412 | 1,315,959 | 1,322,538 | 1,329,151 |
| **Total** | $27,339,282 | $27,475,979 | $27,613,359 | $27,751,425 | $27,890,183 |
| **Peak Demand (MW)** | 43.7 | 44.1 | 44.5 | 44.9 | 45.3 |

[1] Metered Sales.
Source: City of Banning Electric Department.

## Largest Customers

With one exception, no single customer of the Electric System accounted for as much as 5% of retail sales for Fiscal Year 2014, and no customer accounted for as much as 10% of those sales. Table 6 on the following page sets forth the ten largest retail customers of the Electric System, their type of business and the percentage of retail sales and consumption accounted for by each during Fiscal Year 2014.

**TABLE 6**
**CITY OF BANNING ELECTRIC SYSTEM**
**TEN LARGEST RETAIL CUSTOMERS**
**(Fiscal Year Ended June 30, 2014)**

| Customer | Type of Business | Percent of Retail Sales | Consumption (kWh) |
|---|---|---|---|
| City of Banning | Local Government | 9.81% | 11,283,158 |
| EDA/Facilities Management | Institutional Facility | 4.64 | 6,517,288 |
| San Gorgonio Memorial Hospital | Health Care | 2.45 | 4,982,132 |
| Banning Unified School District | Education | 2.98 | 4,041,914 |
| Robertson's Ready Mix | Construction Materials | 2.08 | 2,304,704 |
| Sun Lakes Country Club HOA | Country Club | 1.48 | 1,992,978 |
| Albertson's Store #6512 | Grocery Retailer | 1.25 | 1,982,400 |
| Verizon | Service Provider | 0.68 | 960,082 |
| Semain Brothers | Mobile Home Park | 0.58 | 948,324 |
| Rio Ranch Market | Grocery Retailer | 0.64 | 923,056 |
| **Total** | | 26.61% | 35,936,036 |

Source: City of Banning Electric Department.

## Capital Requirements

As shown in the following table, the City expects capital requirements for the Electric System to aggregate approximately $11,726,855.00 for the next five Fiscal Years. Approximately $10,925,000.00 will be paid with Bond proceeds, with approximately $801,855.00 being funded from the Electric Improvement Fund.

| | Fiscal Years Ended June 30, | | | | | |
|---|---|---|---|---|---|---|
| Description | 2016 | 2017 | 2018 | 2019 | 2020 | Total |
| Sunset Grade Separation | $ 400,592.00 | -- | -- | -- | -- | $ 400,592.00 |
| Downtown Undergrounding | 968,542.00 | -- | -- | -- | -- | 968,542.00 |
| New Utility Warehouse | 2,452,847.00 | -- | -- | -- | -- | 2,452,847.00 |
| Rebuild Alola Substation | 3,427,387.00 | -- | -- | -- | -- | 3,427,387.00 |
| Rebuild Airport Substation | 2,077,487.00 | -- | -- | -- | -- | 2,077,487.00 |
| Upgrade Midway Substation | -- | $500,000.00 | -- | -- | -- | 500,000.00 |
| Extend Circuits at Sunset Sub | 50,000.00 | 1,850,000.00 | -- | -- | -- | 1,900,000.00 |

Source: City of Banning Electric Department.

## Insurance

The City maintains self-insurance programs for workers' compensation and general liability claims. For general liability claims, the City is at risk for up to $50,000 per occurrence. Amounts in excess of $50,000 up to $50,000,000 are covered through the Public Entity Risk Management Authority ("PERMA"), a joint powers authority consisting of 26 public entity members, including the City and 17 other California cities. PERMA covers $1,000,000 of this amount and obtains the balance through participation in the California Joint Powers Risk Management Authority, a state-wide joint powers authority consisting of California cities and other joint powers insurance authorities.

For workers' compensation claims, the City is at risk for up to $250,000 per occurrence. Losses exceeding $250,000 and up to $500,000 are covered through PERMA under its risk-sharing pool

program, and amounts in excess of $500,000 are covered by the Local Agency Workers' Compensation Excess Joint Powers Authority, a state-wide joint powers authority consisting of California cities, joint powers authorities and special districts. Estimates for all liabilities, including an estimate for incurred by not reported claims, are included in the Self-Insurance Internal Service Fund.

PERMA also provides a non-risk sharing "deductible" or claims-servicing pool for general liability claims within the self-insured retention ("SIR") level of $50,000. Annual contributions are deposited with PERMA from which claims are paid on behalf of the City. Any claims paid by PERMA for the City in excess of deposits at year-end are recorded as "Due to Other Agencies" within the Self-Insurance Internal Service Fund. In addition, the City makes deposits with PERMA for workers' compensation claims below the $250,000 SIR from which claims are paid on behalf of the City.

Property coverage on City facilities is provided through the City's participation in PERMA's property insurance program. Through PERMA property insurance is purchased from Alliant Property Insurance Company. Coverage provided is $100,000,000 per occurrence with a deductible of $5,000 per occurrence.

The City does not maintain earthquake coverage insurance on the Improvements. See "RISK FACTORS – Casualty Risk." **[Confirm]**

**Indebtedness**

As previously discussed, the City is a participant in the following SCPPA projects: PVNGS, San Juan Unit 3, Hoover Upratings Project, Mead-Phoenix Transmission Project and Mead-Adelanto Transmission Project. To the extent the City participates in projects developed by SCPPA, the City is obligated to pay for its proportionate share of the cost of the particular project. Such payments are included in Operation and Maintenance Costs and, thus, are deducted from Gross Revenues in arriving at Net Revenues available for payment of Installment Payments.

The SCPPA agreements referenced above are on a "take or pay" basis, which requires payments to be made whether projects are completed or operable, or whether output from such projects is suspended, interrupted or terminated. Such payments represent the City's share of current and long-term obligations. All of these agreements contain "step-up" provisions obligating the City to pay a share of the obligations of any defaulting participant, a situation which, to date, has not occurred. The City's participation and share of the debt of SCPPA (without giving effect to any "step-up" provisions) are shown in Table 8 on the following page. The City's Ormat agreement, and the recently executed Puente Hills Landfill Gas-to-Energy Facility and RE Astoria 2 Solar Project agreements are not "take or pay". The City's participation and share of the debt of SCPPA (without giving effect to any "step-up" provisions) are shown in Table 7 on the following page.

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**Table 7**
**CITY OF BANNING ELECTRIC SYSTEM**
**OUTSTANDING TAKE OR PAY OBLIGATIONS**
**(As of January 1, 2015)**

| SCPPA Project | Debt Outstanding | City Share of Debt Outstanding[1] | City Participation[2] |
|---|---|---|---|
| San Juan | $ 42,955,000 | $4,209,777 | 9.80% |
| PVNGS | 36,130,000 | 361,300 | 1.00 |
| Hoover | 6,090,000 | 129,681 | 2.13 |
| Mead-Phoenix | 32,210,000 | 331,750 | 1.03 |
| Mead-Adelanto | 108,760,000 | 1,468,271 | 1.35 |
| **Total** | $226,145,000 | $6,500,779 | |

(1) Excludes interest on debt.
(2) The City's participation obligation is subject to increase upon default in payment by another project participant.
Source: City of Banning Electric Department.

**Rates and Charges; Recent Rate Increase**

To ensure an adequate revenue stream to cover Electric System costs, the Electric System rate schedule includes a System Cost Adjustment Factor permitting an increase in rates beginning on the first day of the second calendar quarter following any calendar quarter during which the Electric System experiences a loss. This increase is imposed administratively (that is, without approval by the City Council of the City), but cannot exceed $0.02 per kWh during any calendar quarter. Uncollected revenue in excess of the $0.02 per kWh cap is carried over as an expense in the next calendar quarter.

Electric System retail rates are otherwise subject to change with the approval of the City Council of the City. City staff or an outside consultant perform an analysis of the cost of service for each Electric System customer type (residential, commercial, industrial or other) and prepare a report and recommendation to the City Council respecting any proposed rate changes. The City Council reviews the report and recommendation and either approves or rejects the proposed rate changes. Electric rates in the City are not subject to regulation by the California Public Utilities Commission or any other state agency. State Legislative Assembly Bill 1890 ("AB 1890") requires the imposition of a public benefits charge ("PBC") of 2.85% of annual electric retail sales. The City collects the PBC as a 2.85% charge applied to all electric charges.

In April 2002 a rate increase was adopted which only affected Schedule C - General and Industrial Service customers (those with demands exceeding 20 kW). At the same time, the City also restructured the time-of-use periods for Schedule TOU customers (those with demands exceeding 500 kW) to make them more reflective of the actual demand curve.

In March 2007, the City adopted a rate increase affecting all customer classes. These increases became effective commencing in May 2007, although increases for Schedule TOU customers were phased in over a two year period. In August 2009 the City adopted an overall twenty percent rate increase with an effective date of October 1, 2009. This increase affected all customer classes and was required due to the downturn in the economy, which had a significant impact on electric retail sales. In March 2013, the City adopted an overall twelve percent increase with an effective date of May 1, 2013. Under the new rate structure, no customer class subsidizes any other customer class.

The following table sets forth the average rates for the indicated customer classes for the Fiscal Years ended June 30, 2010 through June 30, 2014.

**Table 8**
**CITY OF BANNING ELECTRIC SYSTEM**
**FIVE YEAR HISTORY OF RATES**
**Average Rate in Dollars per Kilowatt Hour**
**(Fiscal Years Ended June 30)**

| Customer Class | 2010 | 2011 | 2012 | 2013 | 2014 |
|---|---|---|---|---|---|
| Residential | $0.1809 | $0.1861 | $0.1815 | $0.1815 | $0.1982 |
| Commercial | 0.1893 | 0.1971 | 0.1924 | 0.1929 | 0.2150 |
| Industrial | 0.1805 | 0.1663 | 0.1539 | 0.1430 | 0.1593 |
| Other | 0.1490 | 0.1436 | 0.1618 | 0.1574 | 0.1326 |

Source: City of Banning Electric Department.

The following table sets forth a comparison of rates charged by certain members of SCPPA, including the City, for certain customer classes.

**Table 9**
**CITY OF BANNING ELECTRIC SYSTEM**
**COMPARISON OF RATES CHARGED - SCPPA MEMBERS**
**(As of June 2015)**

| Utility | Residential (1,000 kWh - Summer Season | Commercial General Service (5,000 kWh) | Large Commercial Demand (100 kW and 50,000 kWh – Summer Season) |
|---|---|---|---|
| **Banning** | **$199.52** | **$988.00** | **$10,222.00** |
| Anaheim | 182.60 | 787.13 | 6,241.87 |
| Azusa | 172.53 | 735.66 | 5,726.15 |
| Burbank | 174.57 | 752.52 | 7,118.03 |
| Colton | 182.11 | 985.33 | 9,526.88 |
| Glendale | 215.24 | 868.60 | 7,798.60 |
| Imperial Irrigation District | 135.10 | 659.00 | 6,020.00 |
| Pasadena | 214.57 | 756.11 | 6,356.27 |
| Riverside | 149.52 | 726.00 | 6,905.05 |

Source: City of Banning Electric Department.

**Summary of Historical Operating Results**

Table 10 on the next page sets forth a summary of operating results for the City's Electric System for the five Fiscal Years ended June 30, 2014. This information has been extracted from the City's audited financial statements. It has not been reviewed by the City's independent auditor. The City's audited financial statements for the Fiscal Year ended June 30, 2014, which include the operation of the Electric System, are attached to this Official Statement as APPENDIX A and should be reviewed in their entirety.

**Table 10**
**CITY OF BANNING ELECTRIC SYSTEM**
**HISTORICAL OPERATING RESULTS AND COVERAGE RATIO**
**(Fiscal Years Ended June 30)[1]**

| | 2010 | 2011 | 2012 | 2013 | 2014 |
|---|---|---|---|---|---|
| **Gross Operating Revenue** | | | | | |
| Sales and Service Charges | $27,883,707 | $27,240,024 | $27,478,319 | $29,138,857 | $30,095,489 |
| Connection Fees | 265 | 266 | 1,060 | 7,155 | 215,991 |
| Interest Revenue | 854,325 | 318,044 | 164,027 | 31,239 | 110,175 |
| Miscellaneous Income | 283,097 | 172,618 | 505,546 | 81,477 | - |
| **Total Gross Revenues** | $29,021,394 | $27,730,952 | $28,148,952 | $29,258,728 | $30,421,655 |
| | | | | | |
| **Operation and Maintenance Expenses** | $2,383,511 | $2,610,270 | $2,615,386 | $2,776,698 | $2,873,860 |
| Salaries and Benefits | 5,240,668 | 3,809,767 | 4,535,860 | 4,744,751 | 5,082,280 |
| Supplies and Services[2] | 31,051 | 35,442 | 114,497 | - | 16,963 |
| Repairs and Maintenance | 174,685 | 159,486 | 151,583 | 148,733 | 147,985 |
| Street Lighting Costs | 19,135,587 | 18,536,737 | 17,281,603 | 18,532,961 | 17,000,644 |
| Power Purchased for Resale | $26,965,502 | $25,151,702 | $24,698,929 | $26,203,143 | $25,121,732 |
| **Total Operation and Maintenance Expenses[3]** | | | | | |
| | | | | | |
| **Net Operating Revenues** | $2,055,892 | $2,579,250 | $3,450,023 | $3,055,585 | $5,299,923 |
| | | | | | |
| **Debt Service** | | | | | |
| 2007 Electric Bonds | $2,670,838 | $2,670,638 | $2,669,238 | $2,671,638 | $2,667,638 |
| **Total Debt Service** | $2,670,838 | $2,670,638 | $2,669,238 | $2,671,638 | $2,667,638 |
| | | | | | |
| **Coverage Ratio[4]** | 0.77 | 0.97 | 1.29 | 1.14 | 1.99 |

(1) This table does not include revenues and expenses relating to the 2.85% Public Benefits Charge.

(2) Includes amounts transferred to the City's General Fund equal to 10% of actual metered sales for fiscal years 2009/10 and 2010/11. In fiscal year 2011/12 and forward, the transfer amount of 10% is based on operating revenues. These transferred amounts will be a part of Net Operating Revenues pledged to the payment of Installment Payments under the Installment Sale Agreement and will only be transferred to the extent not needed for the payment of Installment Payments. Also, includes the inter-fund allocations for administrative costs charged to the Electric System.

(3) Pursuant to the Installment Sale Agreement, Operation and Maintenance Expenses do not include debt service or similar payments on Parity Obligations, depreciation or amortization of intangibles or other bookkeeping entries of similar nature, or public benefit program expenditures.

(4) Debt Service coverage for fiscal years 2009/10, 2010/11 and 2012/13 were below the rate covenant. Rate increases were approved in April 2013 and implemented in May 2013.

Source: City of Banning.

**Projected Operating Results, Cash Flows and Coverage Ratio**

At the present time, significant portions of the City remain undeveloped. In addition, certain areas of the City are underdeveloped or are in need of redevelopment. A number of new projects within these areas are currently underway or are expected to occur in the future. Among these are the following:

Commercial Projects

| | |
|---|---|
| 600 N. Highland Springs Ave | San Gorgonio Hospital – New Patient Tower |
| 150 E. Ramsey Street | Village at Paseo San Gorgonio – Mixed Use |
| 1450 E. Lincoln Street | 24 Unit Airport Industrial Work Lofts |
| Hargrave & Ramsey Street | La Quinta Inn & Restaurant |
| Hathaway & Nicolet | Business Park (O'Donnell Group) |

Tracts/Development Projects

| | | |
|---|---|---|
| Rancho San Gorgonio | 1,543 Acres | 4,862 – Single Family Dwellings |
| Butterfield – Pardee Homes | 831 Acres | 3,385 – Single Family Dwellings |
| Gilman Street | 65 Acres | 166 – Single Family Dwellings |

The City's projected operating cash flows and coverage ratios for the Electric System through Fiscal Year 2019 are set forth in Table 11 on the next page. These projections are based on the City's judgment as to the occurrence of certain future events. The footnotes to the table include certain assumptions. These assumptions and the footnotes are material to the projections, and variations in the assumptions could produce substantially different financial results. Actual revenues and expenses may vary materially from these projections.

The Electric System's unaudited cash flows for the prior Fiscal Year and projections for the ensuing four Fiscal Years are set forth in Table 11. These projections are based on the City's judgment as to the occurrence of certain future events. The footnotes to the table include certain assumptions. The assumptions and footnotes set forth beneath the table are material to the projections, and variations in the assumptions could produce substantially different financial results. Actual revenues and expenses may vary materially from these projections.

**Table 11**
**CITY OF BANNING ELECTRIC SYSTEM**
**PROJECTED CASH FLOW AND COVERAGE RATIO**
**(Fiscal Year Ended June 30)[1]**

| | 2015[2] | 2016 | 2017 | 2018 | 2019 |
|---|---|---|---|---|---|
| **Gross Operating Revenue** | | | | | |
| Sales and Service Charges[4] | $29,705,000 | $29,853,525 | $30,002,793 | $30,152,807 | $30,303,571 |
| Connection Fees | 10,600 | 10,600 | 10,600 | 10,600 | 10,600 |
| Interest Revenue | 53,291 | 53,791 | 53,791 | 53,791 | 53,791 |
| Miscellaneous Income | 162,780 | 162,780 | 162,780 | 162,780 | 162,780 |
| **Total Gross Revenues** | $29,931,671 | $30,080,696 | $30,229,964 | $30,379,978 | $30,530,742 |
| | | | | | |
| **Operation and Maintenance Expenses** | $3,242,131 | $2,610,270 | $2,615,386 | $2,776,698 | $2,873,860 |
| Salaries and Benefits[5] | 4,981,470 | 3,809,767 | 4,535,860 | 4,744,751 | 5,082,280 |
| Supplies and Services[6] | 60,250 | 35,442 | 114,497 | - | 16,963 |
| Repairs and Maintenance[6] [7] | 160,000 | 159,486 | 151,583 | 148,733 | 147,985 |
| Street Lighting Costs[6] | 17,159,680 | 18,536,737 | 17,281,603 | 18,532,961 | 17,000,644 |
| Insurance Premiums[6] | 275,360 | 275,360 | 275,360 | 275,360 | 275,360 |
| Power Purchased for Resale[3] | $25,878,891 | $26,526,837 | $26,559,583 | $24,592,626 | $24,626,060 |
| **Total Operation and Maintenance Expenses[8]** | | | | | |
| | | | | | |
| **Net Operating Revenues** | $4,052,780 | $3,553,859 | $3,670,381 | $5,787,322 | $5,904,682 |
| | | | | | |
| **Debt Service** | | | | | |
| 2007 Electric Bonds | $2,670,038 | $2,667,300 | $2,668,800 | $2,667,800 | $2,669,300 |
| **Total Debt Service** | | | | | |
| | | | | | |
| **Coverage Ratio[4]** | 1.52 | 1.33 | 1.38 | 2.17 | 2.21 |

(1) This table does not include revenues and expenses relating to the 2.85% Public Benefits Charge.
(2) Fiscal Year 2015 based on budgeted revenues and expenditures.
(3) Power purchase expenses projected to remain flat until Fiscal Year 2018. In Fiscal Year 2018 $2 million decrease due to divesture of the San Juan power plant.
(4) Sales and Service Charges increased by 0.5% each year.
(5) Salaries and Benefits projected to increase by 1% each year.
(6) Other operating expenses projected to remain flat.
(7) Includes amount transferred to the City's General Fund equal to 10% of operating revenues. These transferred amounts will be a part of Net Operating Revenues pledged to the payments of Installment Payments under the Installment Sale Agreement and will only be transferred to the extent not needed for the payment of Installment Payments. Also, includes the inter-fund allocations for administrative costs charged to the Electric System.
(8) Electric Operations and Maintenance Expenses do not include debt service or similar payments on Parity Debt, depreciation or amortization of intangibles or other bookkeeping entries of similar nature, or public benefit program expenditures.

Source: City of Banning.

## RISK FACTORS

*The purchase of the Bonds involves investment risk. The following is a listing and discussion of certain risk factors that should be considered, in addition to the other matters discussed in this Official Statement, in evaluating the investment quality of the Bonds. Necessarily, this listing and discussion is neither comprehensive nor definitive and there can be no assurance that other risk factors will not become material in the future. The order in which the following risk factors are presented is not intended to reflect their relative importance.*

**The Bonds are Limited Obligations**

The Bonds are limited obligations of the Authority and are not secured by a legal or equitable pledge of, or charge or lien upon, any property of the Authority or any of its income or receipts, except the Revenues. The full faith and credit of the Authority, the Agency and the City is not pledged for the payment of the principal of or interest on the Bonds and no tax or other source of funds, other than the Revenues, is pledged to pay the principal of or interest on the Bonds. The payment of the principal of or interest on the Bonds does not constitute a debt, liability or obligation of the Authority, the City or the Agency for which any such entity is obligated to levy or pledge any form of taxation or for which any such entity has levied or pledged any form of taxation. The Authority has no taxing power.

**Electric System Expenses And Collections**

There can be no assurance that the City's expenses for the Electric System will remain at the levels described in this Official Statement. Changes in technology, increases in energy and fuel costs, new environmental regulations or other expenses may reduce the Net Revenues and could require substantial increases in the applicable rates or charges. Such rate increases could increase the likelihood of nonpayment, and could also decrease demand. Although the City has covenanted to fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the Electric System at certain levels, there can be no assurance that such amounts will be collected in the amounts and at the times necessary to make timely payments with respect to the Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Rate Covenant; Collections of Rates and Charges."

**No Liability of the Authority to the Owners**

Except as expressly provided in the Indenture, the Authority will have no obligation or liability to the Owners of the Bonds with respect to the Installment Payments when due, or with respect to the observance or performance of other agreements, conditions, covenants and terms required to be observed or performed by the City under the Installment Sale Agreement or any related documents or with respect to the performance by the Trustee of any duty required to be performed by it under the Indenture.

**Limitations on Remedies**

The ability of the City to comply with the covenants under the Installment Sale Agreement and to generate Net Revenues sufficient to pay all Installment Payments in a timely manner may be adversely affected by actions and events outside of the control of the City and may be adversely affected by actions taken (or not taken) by voters, property owners, taxpayers or payers of assessments, fees and charges. See "RISK FACTORS –Articles XIIIC and Article XIIID of the State Constitution." Furthermore, any remedies available to the Owners of the Bonds upon the occurrence of an event of default under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay and could prove both expensive and time consuming to obtain.

In addition to the limitations on remedies contained in the Indenture, the rights and obligations under the Bonds and the Indenture may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of California. The opinion to be delivered by Bond Counsel concurrently with the execution and delivery of the Bonds, that the Bonds evidence valid and binding obligations and the Indenture constitutes a valid and binding obligation of the Authority and the City will be subject to such limitations, and the various other legal opinions to be delivered concurrently with the execution and delivery of the Bonds will be similarly qualified. See "APPENDIX D – FORM OF OPINION OF BOND COUNSEL." In the event the Authority or the City fails to comply with their respective covenants under the Indenture or to cause the timely payment of all principal or interest with respect to the Bonds, there can be no assurance that available remedies will be adequate to fully protect the interest of the holders of the Bonds.

**Limited Recourse on Default**

If the City defaults on its obligations to make Installment Payments, the Trustee, as assignee of the Authority, has the right to accelerate the Installment Payments. However, in the event of a default and such acceleration, there can be no assurance that the Trustee will have sufficient revenues to pay the accelerated Bonds.

**Loss of Tax Exemption**

As discussed under the caption "TAX MATTERS" herein, interest with respect to the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the execution and delivery of the Bonds as a result of future acts or omissions of the Authority or the City in violation of their covenants contained in the Indenture or the Installment Sale Agreement. Should such an event of taxability occur, the Bonds are not subject to special redemption or any increase in interest rate and will remain outstanding until maturity or until redeemed under one of the redemption provisions contained in the Indenture.

**Secondary Market**

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that the Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

**Forecasts and Forward-Looking Statements**

Although the Authority believes that the City's projections of future operating results of the Electric System are reasonable, there can be no assurance that actual operating results will match the projections due to changes in general economic conditions and similar factors. In addition, the Electric System and economic development within the service area of the City are subject to comprehensive federal, state and local regulations. There can be no assurance that the Electric System will not be adversely affected by future economic conditions, governmental policies or other factors beyond the control of the City.

This Official Statement contains certain "forward-looking statements" concerning the Authority's operations, the Electric System, and the operations, performance and financial condition of the City, the Authority, the Electric System, including their future economic performance, plans and objectives and the likelihood of success in developing and expanding. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties, many of which are beyond the control of the Authority and City. The words "may," "would," "could," "will," "expect," "anticipate," "believe," "intend," "plan," "estimate" and similar expressions are meant to identify these forward-looking statements. Results may differ materially from those expressed or implied by these forward-looking statements.

**Rate Regulation**

The City sets rates and charges for electric service provided at retail within its boundaries. The authority of the City to impose and collect rates and charges for power service is not currently subject to the direct regulatory jurisdiction of the California Public Utilities Commission ("CPUC") or the Federal Energy Regulatory Commission ("FERC"), and presently no other regulatory authority directly limits or restricts such rates and charges. See "THE ELECTRIC SYSTEM – Rates and Charges; Recent Rate Increase." It is possible that future Constitutional, legislative or regulatory changes could subject the rates, charges and/or service areas of the City to the direct jurisdiction of the CPUC or FERC or to other limitations or requirements under federal or State law.

**Certain Factors Affecting the Electric Utility Industry**

The electric utility industry in general has been, and in the future may be, affected by a number of other factors which could impact the financial condition and competitiveness of many electric utilities and the level of utilization of generating and transmission facilities. The Authority is unable to predict what impact such factors will have on the business operations and financial condition of the Electric System, but the impact could be significant. This Official Statement includes a brief discussion of certain of these factors. See "DEVELOPMENTS IN THE CALIFORNIA ENERGY MARKETS" and "OTHER FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY."

**Articles XIIIC and XIIID of the State Constitution**

Proposition 218, a State ballot initiative known as the "Right to Vote on Taxes Act," was approved by the voters of the State on November 5, 1996. Proposition 218 added Articles XIIIC and XIIID to the State Constitution. Article XIIID creates additional requirements for the imposition by most local governments (including the City) of general taxes, special taxes, assessments and "property-related" fees and charges. Article XIIID explicitly exempts fees for the provision of electric service from the provisions of such article. Nevertheless, Proposition 218 could indirectly affect some California municipally-owned electric utilities. For example, to the extent Proposition 218 reduces a city's general fund revenues, that city could seek to increase the transfers from its electric utility to its general fund.

Article XIIIC expressly extends the people's initiative power to reduce or repeal previously-authorized local taxes, assessments, and fees and charges. The terms "fees and charges" are not defined in Article XIIIC, although the California Supreme Court held in *Bighorn-Desert View Water Agency v. Verjil*, 39 Cal.4th 205 (2006), that the initiative power described in Article XIIIC may apply to a broader category of fees and charges than the property-related fees and charges governed by Article XIIID. Moreover, in the case of *Bock v. City Council of Lompoc*, 109 Cal.App.3d 52 (1980), the Court of Appeal determined that electric rates are subject to the initiative power. Thus, even electric service charges (which are expressly exempted from the provisions of Article XIIID) might be subject to the initiative provision of Article XIIIC, thereby subjecting such fees and charges imposed by the City to reduction by

the electorate. The City believes that even if the electric rates of the City are subject to the initiative power, under Article XIIIC or otherwise, the electorate of the City would be precluded from reducing electric rates and charges in a manner adversely affecting the payment of the Bonds by virtue of the "impairment of contracts clause" of the United States and California Constitutions.

**Proposition 26**

Proposition 26 was approved by the electorate at the November 2, 2010 election and amended California Constitution Articles XIIIA and XIIIC. Proposition 26 imposes a majority voter approval requirement on local governments such as the City with respect to certain fees and charges for general purposes, and a two-thirds voter approval requirement with respect to certain fees and charges for special purposes, unless the fees and charges are expressly excluded. Proposition 26 was designed to supplement tax limitations imposed by the voters in California Constitution Articles XIIIA, XIIIC and XIIID pursuant to Proposition 13, approved in 1978, Proposition 218, approved in 1996, and other measures. Proposition 26 expressly excludes from its scope a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable cost to the local government of providing the service or product.

Proposition 26 is subject to interpretation by California courts. Proposition 26 may be interpreted to limit fees and charges for electric utility services charged by governmental entities such as the City to preclude future transfers of electric utility generated funds to a local government's general fund, if applicable, and/or to require stricter standards for the allocation of costs among customer classes. In *Citizens for Fair REU Rates v. City of Redding* (filed on January 20, 2015 and modified on February 19, 2015), for example, the California Court of Appeal considered a ratepayer challenge to a "payment in lieu of taxes" (or "PILOT") imposed by the City of Redding on its electric utility without voter approval. The city's PILOT was designed to be equivalent to the ad valorem taxes the electric utility would have had to pay if the electric utility were privately owned. The PILOT is passed through to the city's electric utility customers as part of the rates and charges for electric service. The Court of Appeal determined that a charge for electric service could be an "imposed charge," and therefore subject to Proposition 26, if the purchaser has no realistic alternative power source. Therefore, the Court held that the PILOT constituted an unconstitutional "tax" under Proposition 26 unless the city proves that the amount collected is necessary to cover the reasonable costs to the city of providing various governmental services to the city's electric utility. The Court of Appeal stated that even if the rates charged by the city are lower than those paid by others in California, they must not exceed the city's reasonable cost of providing electric service or be approved by the voters. In addition, the Court of Appeal noted that Proposition 26 has no retrospective effect as to local taxes that existed prior to November 3, 2010, but found that since the PILOT was subject to the City Council's recurring discretion, the PILOT did not escape the purview of Proposition 26. On April 29, 2015, the California Supreme Court granted review of the decision of the Court of Appeal. As a result of the California Supreme Court's grant of review, the decision of the Court of Appeal in *Citizens for Fair REU Rates v. City of Redding* is no longer considered published and may not be cited or relied on as precedent in the courts of the State.

The City is unable to predict at this time how Proposition 26 will be ultimately be interpreted by the courts or what its future impact will be.

**Future Initiatives**

Articles XIIIA, XIIIB, XIIIC and XIIID, and Proposition 26 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time, other initiatives have been, and could be, proposed, and if qualified for the ballot, could be adopted affecting the City's revenues or the City's ability to expend revenues. The City is unable to predict either the likelihood of

qualification for ballot or passage of these measures or the nature and impact of these measures on the finances or operations of the Electric System.

**Casualty Risk; Earthquakes**

Any natural disaster or other physical calamity could have the effect of reducing revenues through damage to the Electric System and/or adversely affecting the economy of the surrounding area. For example, the City is located in a region of seismic activity. The principal earthquake fault in the Los Angeles and City area is the San Andreas Fault, which extends an estimated 700 miles from north of the San Francisco area to the Salton Sea in Southern California.

Announcements on January 20, 1995 by the scientists associated with the Southern California Earthquake Center indicated that the probability of a magnitude 7 or greater earthquake on the Richter Scale occurring in Southern California is between 80% and 90% in the 30 year period following the announcement. It is impossible to accurately predict the cost or effect of such an earthquake on the Electric System and on the City's ability to provide continued uninterrupted service to all parts of its service area.

A future earthquake could cause significant damage to the City and the facilities of the Electric System and could adversely affect the ability of the City to meet all of its financial obligations. On January 17, 1994, an earthquake of approximately 6.6 magnitude on the Richter Scale was centered in the northwest San Fernando Valley section of the City of Los Angeles. It caused widespread damage to commercial and residential structures and to major freeways, causing business interruptions and disrupting the normal flow of traffic. Its damaging effects were felt over a large area, and the transmission services by the Cities of Pasadena and Burbank over the Pacific Intertie DC Transmission Line were temporarily interrupted because of damage to the Sylmar Converter Station. The Electric System was not significantly damaged by this earthquake. In the event of a severe earthquake, however, the amount of moneys available to pay debt service on the Bonds could be reduced significantly.

## DEVELOPMENTS IN THE CALIFORNIA ENERGY MARKETS

**State Legislation**

A number of bills affecting the electric utility industry have been introduced or enacted by the California Legislature in recent years. In general, these bills regulate greenhouse gas emissions and provide for greater investment in energy-efficiency and environmentally friendly generation and storage alternatives, principally through more stringent renewable resource portfolio standard requirements. The following is a brief summary of certain of these bills that have been enacted.

***Greenhouse Gas Emissions – Executive Orders.*** On June 1, 2005, then Governor Arnold Schwarzenegger signed Executive Order S-3-05, which placed an emphasis on efforts to reduce greenhouse gas emissions by establishing statewide greenhouse gas reduction targets. The targets are: (i) a reduction to 2000 emissions levels by 2010; (ii) a reduction to 1990 levels by 2020; and (iii) a reduction to 80% below 1990 levels by 2050. The Executive Order also called for the California Environmental Protection Agency to lead a multi-agency effort to examine the impacts of climate change on California and develop strategies and mitigation plans to achieve the targets. On April 25, 2006, then Governor Schwarzenegger also signed Executive Order S-06-06, which directs the State of California to meet a 20% biomass utilization target within the renewable generation targets of 2010 and 2020 for the contribution to greenhouse gas emission reduction.

On April 29, 2015, Governor Jerry Brown signed Executive Order B-30-15, which establishes a new interim statewide greenhouse gas emission reduction target to reduce greenhouse gas emissions to 40% below 1990 levels by 2030. The Executive Order indicates that the new interim target is aimed at ensuring that California meets the target established by Executive Order S-3-05 of reducing greenhouse gas emission to 80% below 1990 levels by 2050. The Executive Order also directs the California Natural Resources Agency to update the State's climate adaptation strategy every three years and to ensure that its provisions are fully implemented. Among other requirements, the Executive Order provides that the State's adaptation strategy must identify a lead agency or agencies that are responsible for adaptation efforts in at least the following sectors: water, energy, transportation, public health, agriculture, emergency services, forestry, biodiversity and habitat, and ocean and coastal resources. The Executive Order requires that the lead agencies for each sector must, by September 2015, outline the actions in their sector that will be taken as identified in the State's adaptation strategy and report back to the California Natural Resources Agency by June 2016.

***Greenhouse Gas Emissions – Global Warming Solutions Act.*** Then Governor Schwarzenegger signed Assembly Bill 32, the Global Warming Solutions Act of 2006 (the "GWSA"), which became effective as law on January 1, 2007. The GWSA prescribed a statewide cap on global warming pollution with a goal of returning to 1990 greenhouse gas emission levels by 2020. In addition, the GWSA established an annual mandatory reporting requirement for all IOUs, local publicly-owned electric utilities ("POUs") and other load-serving entities (electric utilities providing energy to end-use customers) to inventory and report greenhouse gas emissions to the California Air Resources Board ("CARB"), required CARB to adopt regulations for significant greenhouse gas emission sources (allowing CARB to design a "cap-and-trade" system) and gave CARB the authority to enforce such regulations beginning in 2012.

On December 11, 2008, CARB adopted a "scoping plan" to reduce greenhouse gas emissions. The scoping plan set out a mixed approach of market structures, regulation, fees and voluntary measures. The scoping plan included a cap-and-trade program. In August 2011, CARB revised the scoping plan in response to litigation. The revised scoping plan also included a cap-and-trade program. The scoping plan is required to be updated every five years. In October 2013, CARB released a draft of its 2013 scoping plan update. Public comments on the draft scoping plan update were submitted by November 1, 2013. CARB issued the proposed first update to the scoping plan update on February 10, 2014, which was approved by CARB on May 22, 2014. The scoping plan update recommends that a plan to extend the cap-and-trade program beyond 2020 be developed by 2017. In addition, CARB approved a resolution at its October 25, 2013 board meeting that directs CARB's executive officer to develop a plan for a post-2020 program, including a cost containment mechanism, before 2018.

On October 20, 2011, CARB adopted a regulation implementing a cap-and-trade program. The California Office of Administrative Law ("OAL") approved the regulation on December 13, 2011. The cap-and-trade regulation became effective on January 1, 2012. Emission compliance obligations under the regulation began on January 1, 2013. The cap-and-trade program covers sources accounting for 85% of California's greenhouse gas emissions, the largest program of its type in the United States.

The cap-and-trade program is being implemented in phases. The first phase of the program (January 1, 2013 to December 31, 2014) introduced a hard emissions cap covering emissions from electricity generators, electricity importers and large industrial sources emitting more than 25,000 metric tons of carbon dioxide-equivalent greenhouse gases ("CDE") per year. In 2015, the program is being expanded to cover emissions from transportation fuels, natural gas, propane and other fossil fuels. The cap will decline each year until the end of the program currently scheduled for 2020 unless otherwise extended, as expected, through an act of the State legislature.

The cap-and-trade program includes the distribution of carbon allowances equal to the annual emissions cap. Each allowance is equal to one metric ton of CDE. As part of a transition process, initially, most of the allowances were distributed for free. Additional allowances are being auctioned quarterly (auctions began in November 2012). Utilities can acquire more allowances at these auctions or on the secondary market. IOUs are required to auction the allowances they received for free from CARB. This requirement also applies to POUs that sell electricity into the ISO markets, other than sales of electricity from resources funded by municipal tax-exempt debt where the POU makes a matched purchase to serve its traditional retail customers. Utilities required to sell their allowances in the auctions are then required to purchase allowances to meet their compliance obligations, and use any remaining proceeds from the sale of their allocated allowances for the benefit of their ratepayers and to meet the goals of the GWSA. POUs that do not sell into the ISO markets, and those that sell into the ISO markets only electricity from resources funded by municipal tax-exempt debt, have three options (which are not mutually exclusive) once their allocated allowances are distributed to them. They can (i) place allowances in their compliance accounts to meet compliance obligations for plants they operate directly, (ii) place allowances in the compliance account of a joint powers agency or public power utility that generates power on their behalf, and/or (iii) auction the allowances and use the proceeds to benefit their ratepayers and meet the goals of the GWSA.

The cap-and-trade program also allows covered entities to use offset credits for compliance (not exceeding 8% of a covered entity's compliance obligation). Offsets can be generated by emission reduction projects in sectors that are not regulated under the cap-and-trade program. CARB has approved the following types of offset projects: urban forest projects, reforestation projects, destruction of ozone-depleting substances, livestock methane management projects and destruction of fugitive coal mine methane. CARB will consider additional and updated offset protocols, including a new compliance offset protocol for rice cultivation practices, the adoption of which is currently expected to occur in mid-2015.

On April 25, 2014, CARB adopted various changes to the cap-and-trade program, including provisions relating to the electricity sector such as "safe harbor" provisions under the "resource shuffling" prohibition. These changes became effective on July 1, 2014.

The California cap-and-trade program is linked to the equivalent program in Quebec, Canada. The link took effect on January 1, 2014, although the first joint auction was delayed until November 25, 2014 in order to resolve certain technical issues. California's program may be linked to additional Canadian provincial cap-and-trade programs, and possibly other U.S. state cap-and-trade programs, in later years as part of the Western Climate Initiative. The Western Climate Initiative is a regional effort consisting of California and four Canadian provinces (Quebec, British Columbia, Ontario and Manitoba), which have established a greenhouse gas reduction trading framework.

The City is unable to predict at this time the full impact of the cap-and-trade program over the long-term on the Electric System or on the electric utility industry generally or whether any additional changes to the adopted program will be made. Since the advent of the cap and trade program in 2012, regulations by the CARB have provided the electric sector, including the Electric System, with sufficient allocated greenhouse gas allowances or credits to cover existing operations in meeting retail load obligations. As a result, there have been minimal additional costs to the Electric System in managing the need for additional allowances required for retail obligations. Wholesale transactions utilizing carbon-based generation have included greenhouse gas adders as part of the transaction price and hence, no significant additional expenses for greenhouse gas emission management have been incurred under those transactions. However, the City could be adversely affected in the future if the greenhouse gas emissions of its resource portfolio are in excess of the allowances administratively allocated to it and it is required to purchase compliance instruments on the market to cover its emissions. The City may also be adversely affected depending on how the federal Clean Power Plan affects the State's cap-and-trade program.

However, with the City's divestiture of San Juan Unit 3, scheduled for December 31, 2017, and the execution of the power sales agreements for renewable energy to replace San Juan, the City's resource mix will be approximately 75% renewable energy and nearly 90% emissions free (the Palo Verde Nuclear and Hoover Large Hydro generating facilities, while not considered renewable energy, do not produce emissions). This will result in a significant reduction in the potential adverse impact of the cap-and-trade program and any other State or Federal program. See "OTHER FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY – Environmental Issues – Greenhouse Gas Regulations under the Clean Air Act" for a brief description of the federal Clean Power Plan.

***Greenhouse Gas Emissions – Emissions Performance Standard.*** Senate Bill 1368 ("SB 1368") became effective as law on January 1, 2007. It provides for an emission performance standard ("EPS"), restricting new investments in baseload fossil fuel electric generating resources that exceed the rate of greenhouse gas emissions for existing combined-cycle natural gas baseload generation. SB 1368 allows the California Energy Commission (the "CEC") to establish a regulatory framework to enforce the EPS for POUs such as the City. The CPUC has a similar responsibility for the IOUs. The regulations promulgated by the CEC were approved by the Office of Administrative Law on October 16, 2007. The CEC regulations prohibit any investment in baseload generation that does not meet the EPS of 1,100 pounds of carbon dioxide ("$CO_2$") per MWh of electricity produced, with limited exceptions for routine maintenance, requirements of pre-existing contractual commitments, or threat of significant financial harm.

In January 2012, the CEC initiated a review of the regulations for enforcement of the EPS for POUs to ensure there is adequate review of investments in facilities that do not meet the EPS. On March 19, 2014, the CEC issued its Final Conclusions in the EPS proceeding. The CEC proposed to expand the public notice requirement so that a POU would have to post a notice of a public meeting at which its governing board would consider any expenditure over $2.5 million to meet environmental regulatory requirements at a non-EPS compliant baseload facility. The CEC further proposed to require each POU to file an annual notice identifying all investments over $2.5 million that it anticipates making during the subsequent 12 months on non-EPS compliant baseload facilities to comply with environmental regulatory requirements. This requirement would be waived for any POU that has entered into a binding agreement to divest within five years of all baseload facilities exceeding the EPS. The CEC did not propose to lower the EPS. Further, by letter from the CPUC to the CEC, the CPUC expressed its view that the EPS not be lowered. A final regulatory package was unanimously adopted at the CEC's June 18, 2014 business meeting. The adopted regulations had limited changes to the proposed POU reporting requirements. CEC staff has also since confirmed that the $2.5 million threshold applies to an individual investment by each utility – not the combined investment of all participants in a project. These changes and any future changes to the EPS regulations may impact the City.

***Energy Procurement and Efficiency Reporting.*** Senate Bill 1037 ("SB 1037") was signed by then Governor Schwarzenegger on September 29, 2005. It requires that each POU, including the City, prior to procuring new energy generation resources, first acquire all available energy efficiency, demand reduction, and renewable resources that are cost-effective, reliable and feasible. SB 1037 also requires each POU to report annually to its customers and to the CEC its investment in energy efficiency and demand reduction programs. The City has complied with such reporting requirements.

Further, California Assembly Bill 2021 ("AB 2021"), signed by then Governor Schwarzenegger on September 29, 2006, requires that the POUs establish, report, and explain the basis of the annual energy efficiency and demand reduction targets by June 1, 2007 and every three years thereafter for a ten-year horizon. A subsequent bill has changed the time interval for establishing annual targets to every four years. The City has complied with this reporting requirement under AB 2021. Future reporting requirements under AB 2021 include: (i) the identification of sources of funding for the investment in

energy efficiency and demand reduction programs; (ii) the methodologies and input assumptions used to determine cost-effectiveness; and (iii) the results of an independent evaluation to measure and verify energy efficiency savings and demand reduction program impacts. The information obtained from the POUs is being used by the CEC to present the progress made by the POUs towards the State of California's goal of reducing electrical consumption by 10% within ten years and the greenhouse gas targets presented in Executive Order S-3-05. In addition, the CEC will provide recommendations for improvement to assist each POU in achieving cost-effective, reliable, and feasible savings in conjunction with the established targets for reduction.

***Renewable Portfolio Standards.*** Senate Bill X1 2 ("SBX1 2"), the "California Renewable Energy Resources Act," was signed into law by Governor Jerry Brown on April 12, 2011. SBX1 2 codifies the Renewable Portfolio Standard ("RPS") target for retail electricity sellers to serve 33% of their loads with eligible renewable energy resources by 2020 as provided in Executive Order S-14-08 (signed by Governor Jerry Brown in November 2008). As enacted, SBX1 2 makes the requirements of the RPS program applicable to POUs (rather than just prescribing that POUs meet the intent of the legislation as under previous statutes). However, the governing boards of POUs are responsible for implementing the requirements, rather than the CPUC, as is the case for the IOUs. In addition, the CEC is given certain enforcement authority for POUs and CARB is given the authority to set penalties. CARB is expected to complete a RPS enforcement penalties rulemaking by November 2015 for POUs.

SBX1 2 requires each POU to adopt and implement a renewable energy resource procurement plan. As set out in more detail in the CEC's RPS enforcement regulation, noted below, the plan must require the utility to procure at least the following amounts of electricity products from eligible renewable energy resources, which may include renewable energy certificates ("RECs"), as a proportion of total kilowatt hours sold to the utility's retail end-use customers: (i) over the 2011-2013 compliance period, an average of 20% of retail sales from January 1, 2011 to December 31, 2013, inclusive; (ii) over the 2014-2016 compliance period, a total equal to 20% of 2014 retail sales, 20% of 2015 retail sales, and 25% of 2016 retail sales; (iii) over the 2017-2020 compliance period, a total equal to 27% of 2017 retail sales, 29% of 2018 retail sales, 31% of 2019 retail sales, and 33% of 2020 retail sales; and (iv) for 2021 and each subsequent year, 33% of retail sales for the applicable year.

SBX1 2 grandfathers any facility approved by the governing board of a POU prior to June 1, 2010 as satisfying renewable energy procurement obligations adopted under prior law if the facility is a "renewable electrical generation facility" as defined in the bill (subject to certain restrictions). Renewable electrical generation facilities include certain out-of-state renewable energy generation facilities if such facility: (i) will not cause or contribute to any violation of a California environmental quality standard or requirement, (ii) participates in the accounting system to verify compliance with the RPS program requirements, and (iii) either (a) commenced initial commercial operation after January 1, 2005 or (b) either (x) the electricity generated by the facility is from incremental generation resulting from expansion or repowering of the facility or (y) the electricity generated by the facility was procured by a retail seller or POU as of January 1, 2010. The percentage of a retail electricity seller's RPS requirements that may be met with unbundled RECs from generating facilities outside California declines over time, beginning at 25% through 2013 and declining to a level of 10% in 2017 and beyond.

The CEC has developed detailed rules to implement SBX1 2. On June 12, 2013, the CEC adopted regulations for the enforcement of the RPS program requirements for POUs. In connection with the implementation of SBX1 2, the CEC is responsible for certifying electric generation facilities as "eligible renewable energy resources" for purposes of the RPS program and on April 30, 2013, adopted guidelines that identify the requirements, conditions and process for certification of facilities as eligible renewable energy resources. The current guidelines identify bio-methane as an eligible renewable energy resource in certain circumstances. Under these guidelines, utilities that procure bio-methane were

required to reapply for certification of the generating facilities that use the bio-methane. The CEC proposed new amendments to the RPS regulation on March 27, 2015. The formal comment period for the proposed amendments ended on May 11, 2015. The CEC is expected to consider adoption of the proposed amendments during its June 10, 2015 business meeting. As previously noted, the City's resource mix will be approximately 75% renewable energy on or before December 31, 2017.

See "THE ELECTRIC SYSTEM – Power Supply Resources" for additional information regarding the City's renewable resources.

***Solar Power.*** On August 21, 2006, then Governor Schwarzenegger signed into law California Senate Bill 1 (also known as the "California Solar Initiative"). This legislation requires POUs, including the City, to establish a program supporting the stated goal of the legislation to install 3,000 MW of photovoltaic energy in California. POUs are also required to establish eligibility criteria in collaboration with the CEC for the funding of solar energy systems receiving ratepayer-funded incentives. The legislation gives a POU the choice of selecting an incentive based on the installed capacity or based on the energy produced by the solar energy system, measured in kilowatt-hours. Incentives would be required to decrease at a minimum average rate of 7% per year. POUs also have to meet certain reporting requirements regarding the installed capacity, number of installed systems, number of applicants, amount of awarded incentives and the contribution toward the program's goals. The City has established a program in accordance with the requirements of the California Solar Initiative.

***Recently Introduced Climate Change Bills.*** On January 5, 2015, Governor Jerry Brown proposed three major climate goals to be completed within the next 15 years: (1) increase from 33% to 50% California's electricity derived from renewables; (2) reduce current petroleum use in cars and trucks by up to 50%; and (3) increase by 50% the efficiency of existing buildings and make heating fuels cleaner. Recently, a number of bills were introduced in the State Legislature that, if adopted, would, among other things, implement the climate goals announced by the Governor. As expected, the proposed bills would increase the State's RPS from 33% to 50% (SB 350 and AB 645) and would require CARB to approve a statewide greenhouse gas emission limit that is equivalent to 80% below the 1990 level to be achieved by 2050, as contemplated by Executive Order S-3-05, and would authorize CARB to adopt interim greenhouse gas emissions level targets to be achieved by 2030 and 2040 (SB 32). A bill (AB 21) has also been introduced that would require a statewide greenhouse gas emissions limit for 2080 to be established by 2018. Another bill (SB 180) would require state agencies to update the EPS and expand its application to secondary generation sources. The City is analyzing the bills to assess what their full impact might be. The City is unable to predict at this time the ultimate form any of the proposed bills may take or the likelihood of their passage.

**Future Regulation**

The electric industry is subject to continuing legislative and administrative reform. States routinely consider changes to the way in which they regulate the electric industry. Historically, both further deregulation and forms of additional regulation have been proposed for the industry, which has been highly regulated throughout its history. While there is no current proposal to further deregulate the industry, there still are additional regulations or legislative mandates being proposed or considered for the industry such as higher reliance on renewable energy and tighter regulations for greenhouse gas emission reductions. The City is unable to predict at this time the impact any such proposals will have on the operations and finances of the City's Electric System or the electric utility industry generally.

**Impact of Developments on the City**

The effect of the developments in the California energy markets described above on the City's Electric System cannot be fully ascertained at this time. Also, volatility in energy prices in California may return due to a variety of factors that affect both the supply and demand for electric energy in the western United States. These factors include, but are not limited to, the adequacy of generation resources to meet peak demands, the availability and cost of renewable energy, the impact of economy-wide greenhouse gas emission legislation and regulations, fuel costs and availability, weather effects on customer demand, transmission congestion, the strength of the economy in California and surrounding states and levels of hydroelectric generation, which is affected by weather conditions such as the amount of rainfall or snowfall, within the region (including the Pacific Northwest). See "OTHER FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY." This price volatility may contribute to greater volatility in the revenues of the Electric System from the sale (and purchase) of electric energy and, therefore, could materially affect the City's financial condition. However, the City is currently approximately 85% resourced, which significantly reduces exposure to market volatility. In addition, the City undertakes resource planning and risk management activities and manages its resource portfolio to mitigate future price volatility and spot market rate exposure.

## OTHER FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY

**Federal Energy Legislation**

***Energy Policy Act of 2005***. Under the federal Energy Policy Act of 2005 ("EPAct 2005"), the Federal Energy Regulatory Commission ("FERC") was given refund authority over POUs if they sell into short-term markets, like the ISO markets, and sell eight million MWhs or more of electric energy on an annual basis. In addition, FERC was given authority over the behavior of market participants. Under FERC's authority it can impose penalties on any seller for using a manipulative or deceptive device, including market manipulation, in connection with the purchase or sale of energy or of transmission service. The Commodity Futures Trading Commission ("CFTC") also has jurisdiction to enforce certain types of market manipulation or deception claims under the Commodity Exchange Act.

EPAct 2005 authorized FERC to issue permits to construct or modify transmission facilities located in a national interest electric transmission corridor if FERC determines that the statutory conditions are met. EPAct 2005 also required the creation of an electric reliability organization ("ERO") to establish and enforce, under FERC supervision, mandatory reliability standards ("Reliability Standards") to increase system reliability and minimize blackouts. Failure to comply with such Reliability Standards exposes a utility to significant fines and penalties by the ERO.

***NERC Reliability Standards***. EPAct 2005 required FERC to certify an ERO to develop mandatory and enforceable Reliability Standards, subject to FERC review and approval. The Reliability Standards apply to users, owners and operators of the Bulk-Power System, as more specifically set forth in each Reliability Standard. On February 3, 2006, FERC issued Order 672, which certified the North American Electric Reliability Corporation ("NERC") as the ERO. Many Reliability Standards have since been approved by FERC.

The ERO or the entities to which NERC has delegated enforcement authority through an agreement approved by FERC ("Regional Entities"), such as the Western Electricity Coordinating Council, may enforce the Reliability Standards, subject to FERC oversight, or FERC may independently enforce them. Potential monetary sanctions include fines of up to $1 million per violation per day. FERC Order 693 further provided the ERO and Regional Entities with the discretion necessary to assess

penalties for such violations, while also having discretion to calculate a penalty without collecting the penalty if circumstances warrant.

***Other Legislation.*** Congress has considered and is considering numerous bills addressing domestic energy policies and various environmental matters, including bills relating to energy supplies and development (such as a federal energy efficiency standard and expedited permitting for natural gas drilling projects), global warming, physical and cyber security and water quality. Many of these bills, if enacted into law, could have a material impact on the City's Electric System and the electric utility industry generally. In light of the variety of issues affecting the utility sector, federal energy legislation in other areas such as reliability, transmission planning and cost allocation, operation of markets, environmental requirements and cyber security is also possible. However, the City is unable to predict the outcome or potential impacts of any possible legislation on the City's Electric System at this time.

**Environmental Issues**

***General.*** Electric utilities are subject to continuing environmental regulation. Federal, State and local standards and procedures which regulate the environmental impact of electric utilities are subject to change. These changes may arise from continuing legislative, regulatory and judicial action regarding such standards and procedures. Consequently, there is no assurance that any City facility or project will remain subject to the laws and regulations currently in effect, will always be in compliance with future laws and regulations or will always be able to obtain all required operating permits. An inability to comply with environmental standards could result in additional capital expenditures, reduced operating levels or the shutdown of individual units not in compliance. In addition, increased environmental laws and regulations may create certain barriers to new facility development, may require modification of existing facilities and may result in additional costs for affected resources.

***Greenhouse Gas Regulations Under the Clean Air Act.*** The United States Environmental Protection Agency (the "EPA") has taken steps to regulate greenhouse gas emissions under existing law. In 2009, the EPA issued a final "endangerment finding," in which it declared that the weight of scientific evidence requires a finding that six identified greenhouse gases, namely, $CO_2$, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride, cause global warming, and that global warming endangers the public health and welfare. The final rule for the "endangerment finding" was published in the Federal Register on December 15, 2009. As a result of this finding, the EPA determined that it was authorized to issue regulations limiting $CO_2$ emissions from, among other things, motor vehicles and stationary sources, such as electric generating facilities, under the federal Clean Air Act. The EPA subsequently issued the "Tailoring Rule," published in the Federal Register on June 3, 2010, which regulates greenhouse gas emissions from large stationary sources, including electric generating facilities, if the sources emit more than the specified threshold levels of tons per year of $CO_2$. Large sources with the potential to emit in excess of the applicable threshold will be subject to the major source permitting requirements under the Clean Air Act, including the EPA's Prevention of Significant Deterioration ("PSD") permit program and its Title V operating permit program. Permits would be required in order to construct, modify and operate facilities exceeding the emissions threshold. Examples of such permitting requirements include, but are not limited to, the application of Best Available Control Technology (known as BACT) for greenhouse gas emissions, and monitoring, reporting, and recordkeeping for greenhouse gases.

The endangerment finding and the Tailoring Rule have been challenged in court, but were upheld on June 26, 2012 in a decision by the U.S. Court of Appeals for the District of Columbia Circuit in *Coalition for Responsible Regulation, Inc., et al. v. EPA*. A petition for rehearing was denied on December 20, 2012. In October 2013, several petitions for review relating to these findings were consolidated in the United States Supreme Court case *Utility Air Regulatory Group v. EPA*, dealing with

the issue of whether the EPA permissibly determined that its regulation of greenhouse gas emissions from new motor vehicles triggered permitting requirements under the Clean Air Act for stationary sources that emit greenhouse gases. A decision in the case was rendered on June 23, 2014 as described below. Legislation has also been introduced in the United States Congress that would repeal the EPA's endangerment finding or otherwise prevent the EPA from regulating greenhouse gases as air pollutants.

In December 2010, the EPA announced two settlements with a number of states and environmental groups. Pursuant to one settlement agreement dated December 23, 2010, the EPA on April 13, 2012 proposed establishing New Source Performance Standards limiting $CO_2$ emissions from fossil-fuel fired electric generating units. In response to a June 25, 2013 Presidential memorandum (the "Presidential Memorandum"), the EPA proposed revised, generally more stringent standards on September 20, 2013 and simultaneously rescinded the April 13, 2012 proposal. The new proposed rule was published in the Federal Register on January 8, 2014. The EPA states that the revised standards would apply only to new facilities, not reconstructed or modified facilities. The Presidential Memorandum required the EPA to propose by June 1, 2014, and to finalize by June 1, 2015, standards, regulations, or guidelines that address carbon pollution from modified, reconstructed and existing power plants.

The proposed rule for new power plants would restrict $CO_2$ emissions from new natural gas-fired units to 1,000 pounds of $CO_2$ per MWh for larger units and 1,100 pounds of $CO_2$ per MWh for smaller units. These emission limits are based on the use of natural gas combined cycle technology. $CO_2$ emissions from new coal-fired units would be restricted to 1,100 pounds of $CO_2$ per MWh over 12 months, or 1,000-1,050 pounds over seven years. The EPA states that this emission limit reflects the use of partial carbon capture and sequestration as the best system of emission reduction that has been adequately demonstrated for coal-fired units. The basis for this assertion is being challenged in a lawsuit filed by the State of Nebraska in January 2014 in the U.S. District Court for Nebraska. The new performance standard would be the most stringent in the country (surpassing the emission performance standard of 1,100 pounds of $CO_2$ per MWh of electricity produced imposed by the CEC regulations in California as described under "DEVELOPMENTS IN THE CALIFORNIA ENERGY MARKETS – State Legislation – *Greenhouse Gas Emissions – Emissions Performance Standard*"). The rule is expected to be finalized in [June 2015], after which it is likely to be subject to further legal challenges. **[TO BE UPDATED, IF NECESSARY]**

On June 2, 2014, the EPA released its "Clean Power Plan" proposal for both existing and modified or reconstructed power plants as contemplated by the Presidential Memorandum. The proposed rule is designed to reduce $CO_2$ emissions from the power sector by 30% on average nationwide by 2030, as compared to 2012 levels. Under the proposal, the EPA will set different interim (2024) and final (2030) emissions targets for each state based on overall $CO_2$ emissions and the amount of electricity generated in the State. The emissions target for California for 2030 is proposed to be 537 pounds of $CO_2$ per MWh, representing a reduction of approximately 23.1% from estimated 2012 emissions levels of 698 pounds of $CO_2$ per MWh. States will have one year after finalization of the rule (until June 2016 under the current schedule) to design their own state implementation plans to reach the emissions target or may request an extension through 2018 for states working on multi-state plans. Interim standards would apply from 2020 to 2029, with final standards taking effect in 2030. It is proposed that state emission targets may be met in a combination of ways, including through a "Best System of Emissions Reduction," which may include coal plant efficiency upgrades, switching from coal to natural gas, and by improving energy efficiency or promoting renewable energy. In the event a state fails to develop a satisfactory implementation plan, the EPA may impose a federal implementation plan instead.

Concurrently with the release of the Clean Power Plan proposal, the EPA also released a proposal applying specifically to existing power plants subject to modification (which includes a physical or

operational change that increases the source's maximum achievable hourly rate of emissions) or reconstruction (which includes the replacement of components of an existing facility to the extent that (i) the fixed capital costs of the new components exceeds 50% of the fixed capital costs that would be required to construct a comparable entirely new facility, and (ii) it is technologically and economically feasible to meet the applicable standards). Under the proposal, reconstructed coal-fired electricity generating units with a heat input of greater than 2,000 MMBtu/h would be required to meet an emissions limit of 1,900 pounds of $CO_2$ per MWh. Smaller coal-fired units would be required to meet an emission limit of 2,100 pounds of $CO_2$ per MWh. These emissions limits are based on the use of the most efficient generating technology at the affected source. As contemplated in the proposal, modified coal-fired electricity generating units would be required to meet a unit-specific emission limit that is 2% lower than the unit's best historical annual $CO_2$ emissions rate since 2002 (but not lower than the proposed standards for reconstructed power plants). These standards of performance are based on a combination of best operating practices and equipment upgrades. For modified and reconstructed natural gas-fired power plants, the EPA has proposed the same emissions limits as it did for new facilities. Under the EPA's proposal, facilities with a heat input of greater than 850 MMBtu/h would be required to meet an emissions limit of 1,000 pounds of $CO_2$ per MWh. Smaller facilities would be required to meet an emissions limit of 1,100 pounds of $CO_2$ per MWh.

The proposed rules for existing, and modified or reconstructed, power plants were published in the Federal Register on June 18, 2014; comments on the proposed rules were accepted until December 1, 2014 and October 16, 2014, respectively. The EPA has indicated that it intends to finalize the "Clean Power Plan" rules in mid-summer of 2015. FERC held technical conferences throughout the nation through March 2015 to assess potential reliability impacts from the proposed rule. EPA officials have been participating in those Commissioner-led workshops.

A number of lawsuits have been filed challenging the proposed rules and seeking to prevent the EPA from moving forward to implement the proposed Clean Power Plan. Additional legal and legislative challenges are also expected.

On June 23, 2014, the United States Supreme Court issued its decision in the *Utility Air Regulatory Group v. EPA* case noted above. In the decision, the Court invalidated substantial portions of the Tailoring Rule, which purported to modify the emissions thresholds set forth in the Clean Air Act (governing when PSD and Title V permitting would be triggered) to account for greenhouse gases, while preserving various aspects of the EPA's ability to regulate greenhouse gas emissions from most new major sources. The decision holds that, for facilities that are otherwise subject to PSD permitting obligations (by virtue of their emissions of conventional pollutants), the EPA may regulate greenhouse gases from those facilities through the PSD BACT standards (without approving the EPA's current approach to BACT regulation of greenhouse gases, or any other approach that may be adopted).

The City is unable to predict the impact of the Court's decision in *Utility Air Regulatory Group v. EPA,* the outcome of any ongoing legal or legislative challenges to other EPA rulemaking with respect to greenhouse gas emissions or the effect that any future final rules promulgated by the EPA regulating greenhouse gas emissions from electric generating units will have on the City or its Electric System.

***Air Quality – National Ambient Air Quality Standards.*** The Clean Air Act requires that the EPA establish National Ambient Air Quality Standards ("NAAQS") for certain air pollutants. When a NAAQS has been established, each state must identify areas in its state that do not meet the EPA standard (known as "non-attainment areas") and develop regulatory measures in its state implementation plan to reduce or control the emissions of that air pollutant in order to meet the applicable standard and become an "attainment area." The EPA periodically reviews the NAAQS for various air pollutants and has in recent years increased, or proposed to increase, the stringency of the NAAQS for certain air pollutants.

The EPA revised the NAAQS for particulate matter on December 14, 2012, the NAAQS for sulfur dioxide on June 22, 2010, and the NAAQS for nitrogen dioxide on February 9, 2010, and in each case made the NAAQS more stringent. It is possible that some areas will be designated as non-attainment based on the revised standards for particulate matter, nitrogen dioxide and sulfur dioxide. These developments may result in stringent permitting processes for new sources of emissions and additional state restrictions on existing sources of emissions, such as power plants. On September 2, 2011, President Obama directed the EPA to withdraw a proposal advanced by the EPA to lower the NAAQS for ozone. As a result of this withdrawal, the EPA resumed the process of issuing non-attainment designations for the ozone NAAQS under the standard set in 2008. On April 30, 2012, the EPA issued ozone non-attainment designations for areas in California, including the Los Angeles – San Bernardino Counties and the Los Angeles – South Coast Air Basin. Additional non-attainment areas for ozone have been and may continue to be designated. On May 29, 2013, the EPA proposed a rule to implement the 2008 ozone NAAQS. Comments on the proposed rule were due to the EPA by August 5, 2013. While implementing the 2008 ozone NAAQS, the EPA is continuing its review of this standard. In January 2014, the EPA released draft risk and exposure assessment documents and a draft policy assessment document relating to this review; comments were due by March 24, 2014. In addition, the Supreme Court found in its review of *EPA v. EME Homer City Generation, LP* that the EPA has authority to impose a Cross-State Air Pollution Rule (the "Transport Rule") which curbs air pollution emitted in upwind states to facilitate downwind attainment of three NAAQS. On November 26, 2014, the EPA proposed to increase the stringency of the NAAQS for ozone by lowering the existing ozone standard of 75 parts per billion ("ppb") to between 65 and 70 ppb, although the EPA is also soliciting public comment on a standard as low as 60 ppb. The new proposed rule was published in the Federal Register on December 17, 2014. Comments on the proposed rule were accepted until March 17, 2015. A final rule is expected to be issued in October 2015. On December 18, 2014, the EPA issued a final rule making initial area designations for the 2012 NAAQS for fine particulate matter ("PM2.5"), designating 14 areas in six states as non-attainment, including the Los Angeles – San Bernardino Counties and the Los Angeles – South Coast Air Basin. These PM2.5 designations became effective on April 15, 2015.

***Mercury and Air Toxics Standards.*** On December 16, 2011, the EPA signed a rule establishing new standards to reduce air pollution from coal- and oil-fired power plants under sections 111 (new source performance standards, or "NSPS") and 112 (toxics program) of the Clean Air Act. The final rule was published in the Federal Register on February 16, 2012. The EPA updated the Mercury and Air Toxics Standards ("MATS") emission limits on November 30, 2012 and again on March 28, 2013. The EPA is currently reconsidering certain aspects of the regulation. Under section 111 of the Clean Air Act, MATS revises the standards that new and modified facilities, including coal- and oil-fired power plants, must meet for particulate matter, sulfur dioxide, and nitrogen oxide. Under section 112, MATS sets new toxics standards limiting emissions of heavy metals, including mercury, arsenic, chromium, and nickel; and acid gases, including hydrochloric acid and hydrofluoric acid, from existing and new power plants larger than 25 MW that burn coal or oil. Power plants have up to four years to meet these standards. While many plants already meet some or all of these new standards, some plants will be required to install new equipment to meet the standards. On November 25, 2014, the United States Supreme Court agreed to review the MATS rule following the filing of petitions for writ of certiorari from 23 states and industry groups; a ruling is expected in [June 2015]. **[TO BE UPDATED, IF NECESSARY]**

***Regulation of Coal Combustion Residuals.*** On June 21, 2010, the EPA proposed to regulate coal combustion residuals ("CCR") such as ash. The EPA proposed to list these residuals as a special waste and regulate them as a hazardous waste. This would require a federal or state permitting program covering the storage, treatment, transport, disposal, and other activities related to residuals. The EPA also proposed an alternative regulation that would classify residuals as nonhazardous solid waste. Under the alternative regulation, plants could dispose of residuals in surface impoundments or landfills if they comply with national minimum standards. The disposal standards would address location, liner

requirements, groundwater monitoring and other issues, but permits would not be required under the alternative regulation. The EPA solicited additional public comments on its proposed coal combustion residual regulation on October 12, 2011 and again on August 2, 2013. The EPA released its final CCR rule on December 19, 2014, adopting the industry-preferred alternative regulation classifying CCRs as nonhazardous solid waste.

***Regulation of Cooling Water Intake Structures.*** On April 20, 2011, the EPA proposed to regulate cooling water intake structures at certain existing power plants in order to reduce the number of fish and other aquatic organisms that are trapped against intake screens or drawn into the generating unit. The EPA proposed to require modified intake screens that would capture and safely return fish to water bodies, or require the facility's water intake velocity to be reduced, thus allowing fish to move away from intake structures. The best technology to reduce entrainment would be determined on a site-specific basis. A final regulation was released by the EPA on May 16, 2014 and became effective on October 14, 2014.

***Effluent Limitations Guidelines and Standards.*** On June 7, 2013, the EPA proposed to set technology-based effluent limitations guidelines and standards for metals and other pollutants in wastewater discharged from steam electric power plants. The proposal would cover wastewater associated with several types of equipment and processes, including flue gas desulfurization, fly ash, bottom ash, flue gas mercury control and gasification of fuels. The EPA is also considering best management practices for surface impoundments containing CCRs. The EPA proposed four preferred alternatives for regulating wastewater discharges. The stringency of controls, types of waste streams covered, and the costs vary between the four alternatives. The public comment period on this proposal ended on September 20, 2013. The EPA was expected to issue a final rule in May 2014 but in December 2013 it announced that it would need additional time to finalize this rule.

The City purchases power from coal-fired power stations that may be affected by the regulations described above; compliance with such new rules could therefore result in an increase in the cost of power that the City purchases from such units.

**Other Factors**

The electric utility industry in general has been, or in the future may be, affected by a number of other factors which could affect the financial condition and competitiveness of many electric utilities and the level of utilization of generating and transmission facilities. In addition to the factors discussed above, such factors include, among others, (a) effects of compliance with rapidly changing environmental, safety, licensing, regulatory and legislative requirements other than those described above (including those affecting nuclear power plants or potential new energy storage requirements), (b) changes resulting from conservation and demand-side management programs on the timing and use of electric energy, (c) changes resulting from a national energy policy, (d) effects of competition from other electric utilities (including increased competition resulting from a movement to allow direct access or from mergers, acquisitions, and "strategic alliances" of competing electric and natural gas utilities and from competitors transmitting less expensive electricity from much greater distances over an interconnected system) and new methods of, and new facilities for, producing low-cost electricity, (e) the repeal of certain federal statutes that would have the effect of increasing the competitiveness of many IOUs, (f) increased competition from independent power producers and marketers, brokers and federal power marketing agencies, (g) "self-generation" or "distributed generation" (such as microturbines and fuel cells) by industrial and commercial customers and others, (h) issues relating to the ability to issue tax-exempt obligations, including severe restrictions on the ability to sell to nongovernmental entities electricity from generation projects and transmission service from transmission line projects financed with outstanding tax-exempt obligations, (i) effects of inflation on the operating and maintenance costs of an

electric utility and its facilities, (j) changes from projected future load requirements, (k) increases in costs and uncertain availability of capital, (l) shifts in the availability and relative costs of different fuels (including the cost of natural gas and nuclear fuel), (m) sudden and dramatic increases in the price of energy purchased on the open market that may occur in times of high peak demand in an area of the country experiencing such high peak demand, such as has occurred in California, (n) inadequate risk management procedures and practices with respect to, among other things, the purchase and sale of energy and transmission capacity, (o) other legislative changes, voter initiatives, referenda and statewide propositions, (p) effects of the changes in the economy, (q) effects of possible manipulation of the electric markets, (r) natural disasters or other physical calamities, including, but not limited to, earthquakes and floods and (s) changes to the climate. Any of these factors (as well as other factors) could have an adverse effect on the financial condition of any given electric utility and likely will affect individual utilities in different ways.

The City is unable to predict what impact such factors will have on the business operations and financial condition of the Electric System, but the impact could be significant. This Official Statement includes a brief discussion of certain of these factors. This discussion does not purport to be comprehensive or definitive, and these matters are subject to change subsequent to the date hereof. Extensive information on the electric utility industry is available from the legislative and regulatory bodies and other sources in the public domain, and potential purchasers of the Bonds should obtain and review such information.

## THE AUTHORITY

The Authority was established pursuant to a Joint Exercise of Powers Agreement dated as of November 12, 2003, by and between the City and the Agency in accordance with the provisions of the Joint Exercise of Powers Act, consisting Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code (the "Joint Powers Act"). Pursuant to the Joint Powers Act, the Authority is authorized to issue revenue bonds to provide funds to acquire or construct public capital improvements, such revenue bonds to be repaid from payments for such improvements, such as the Installment Payments described herein. The members of the City Council of the City comprise the Authority's Commission. The Authority has no independent staff and consequently is dependent upon the City's officers and employees to administer the day-to-day activities of the Authority on its behalf.

## CONTINUING DISCLOSURE

The City will undertake all responsibilities for any continuing disclosure with respect to holders of the Bonds as described below, and the Authority shall have no liability to the holders of the Bonds or any other person with respect to such disclosure matters.

The City has covenanted for the benefit of owners of the Bonds to provide certain financial information and operating data relating to the City, including the Electric System, not later than March 31 following the end of the City's Fiscal Year (currently its Fiscal Year ends on June 30), commencing with the reports for Fiscal Year ended June 30, 2015 (each, an "Annual Report"), and to provide notices of the occurrences of certain enumerated events. The Annual Report will be filed by the Dissemination Agent on behalf of the City with the Municipal Securities Rulemaking Board. The Municipal Securities Rulemaking Board has made such information available to the public without charge through its EMMA system. The specific nature of information to be contained in each Annual Report or the notice of listed events is set forth in "APPENDIX E – FORM OF CONTINUING DISCLOSURE AGREEMENT." These covenants have been made by the City in order to assist the Underwriters in complying with Rule

15c2-12, as amended (the "Rule") promulgated by the Securities and Exchange Commission. [**DESCRIPTION OF PAST 5-YEAR COMPLIANCE TO COME**]

## TAX MATTERS

### Tax Exemption

The Code imposes certain requirements that must be met subsequent to the issuance and delivery of the Bonds for interest thereon to be and remain excluded pursuant to section 103(a) of the Code from the gross income of the owners thereof for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Bonds to be included in the gross income of the owners thereof for federal income tax purposes retroactive to the date of issuance of the Bonds. Each of the Authority and the City has covenanted to maintain the exclusion of the interest on the Bonds from the gross income of the owners thereof for federal income tax purposes.

In the opinion of Norton Rose Fulbright US LLP, Los Angeles, California, Bond Counsel, under existing statutes, regulations, rulings and court decisions, interest on the Bonds is exempt from personal income taxes of the State of California and, assuming compliance with the covenants mentioned herein, interest on the Bonds is excluded pursuant to section 103(a) of the Code from the gross income of the owners thereof for federal income tax purposes. In the further opinion of Bond Counsel, under existing statutes, regulations, rulings and court decisions, the Bonds are not "specified private activity bonds" within the meaning of section 57(a)(5) of the Code and, therefore, interest on the Bonds will not be treated as an item of tax preference for purposes of computing the alternative minimum tax imposed by section 55 of the Code. Receipt or accrual of interest on Bonds owned by a corporation may affect the computation of the alternative minimum taxable income. A corporation's alternative minimum taxable income is the basis on which the alternative minimum tax imposed by section 55 of the Code will be computed.

Pursuant to the Installment Sale Agreement and the Indenture and in the *Tax Certificate Pertaining to Arbitrage and Other Matters under Sections 103 and 141-150 of the Internal Revenue Code of 1986*, to be delivered by the Authority and the City in connection with the issuance of the Bonds, each of the Authority and the City will make representations relevant to the determination of, and will make certain covenants regarding or affecting, the exclusion of interest on the Bonds from the gross income of the owners thereof for federal income tax purposes. In reaching its opinions described in the immediately preceding paragraph, Bond Counsel will assume the accuracy of such representations and the present and future compliance by each of the Authority and the City with such covenants.

Except as stated in this section above, Bond Counsel will express no opinion as to any federal or state tax consequence of the receipt of interest on, or the ownership or disposition of, the Bonds. Furthermore, Bond Counsel will express no opinion as to any federal, state or local tax law consequence with respect to the Bonds, or the interest thereon, if any action is taken with respect to the Bonds or the proceeds thereof predicated or permitted upon the advice or approval of other counsel. Bond Counsel has not undertaken to advise in the future whether any event after the date of issuance of the Bonds may affect the tax status of interest on the Bonds or the tax consequences of the ownership of the Bonds.

Bond Counsel's opinion is not a guarantee of a result, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the Authority and the City described above. No ruling has been sought from the Internal Revenue Service (the "Service") with respect to the matters addressed in the opinion of Bond Counsel, and Bond Counsel's opinion is not binding on the Service. The Service has an ongoing program of auditing the tax-exempt status of the interest on municipal obligations. If an audit of the

Bonds is commenced, under current procedures the Service is likely to treat the Authority as the "taxpayer," and the owners would have no right to participate in the audit process. In responding to or defending an audit of the tax-exempt status of the interest on the Bonds, the Authority may have different or conflicting interests from the owners. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds during the pendency of the audit, regardless of its ultimate outcome.

Existing law may change to reduce or eliminate the benefit to bondholders of the exemption of interest on the Bonds from personal income taxation by the State of California or of the exclusion of the interest on the Bonds from the gross income of the owners thereof for federal income tax purposes. Any proposed legislation or administrative action, whether or not taken, could also affect the value and marketability of the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors with respect to any proposed or future change in tax law.

A copy of the form of opinion of Bond Counsel relating to the Bonds is included in APPENDIX D.

**Tax Accounting Treatment of Bond Premium and Original Issue Discount on Bonds**

To the extent that a purchaser of a Bond acquires that Bond at a price in excess of its "stated redemption price at maturity" (within the meaning of section 1273(a)(2) of the Code), such excess will constitute "bond premium" under the Code. Section 171 of the Code, and the Treasury Regulations promulgated thereunder, provide generally that bond premium on a tax-exempt obligation must be amortized over the remaining term of the obligation (or a shorter period in the case of certain callable obligations); the amount of premium so amortized will reduce the owner's basis in such obligation for federal income tax purposes, but such amortized premium will not be deductible for federal income tax purposes. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of the obligation. The amount of premium that is amortizable each year by a purchaser is determined by using such purchaser's yield to maturity. The rate and timing of the amortization of the bond premium and the corresponding basis reduction may result in an owner realizing a taxable gain when its Bond is sold or disposed of for an amount equal to or in some circumstances even less than the original cost of the Bond to the owner.

The excess, if any, of the stated redemption price at maturity of Bonds of a maturity over the initial offering price to the public of the Bonds of that maturity is "original issue discount." Original issue discount accruing on a Bond is treated as interest excluded from the gross income of the owner thereof for federal income tax purposes and is exempt from California personal income tax to the same extent as would be stated interest on that Bond. Original issue discount on any Bond purchased at such initial offering price and pursuant to such initial offering will accrue on a semiannual basis over the term of the Bond on the basis of a constant yield method and, within each semiannual period, will accrue on a ratable daily basis. The amount of original issue discount on such a Bond accruing during each period is added to the adjusted basis of such Bond to determine taxable gain upon disposition (including sale, redemption or payment on maturity) of such Bond. The Code includes certain provisions relating to the accrual of original issue discount in the case of purchasers of Bonds who purchase such Bonds other than at the initial offering price and pursuant to the initial offering

Persons considering the purchase of Bonds with original issue discount or initial bond premium should consult with their own tax advisors with respect to the determination of original issue discount or amortizable bond premium on such Bonds for federal income tax purposes and with respect to the state and local tax consequence of owning and disposing of such Bonds.

**Other Tax Consequences**

Although interest on the Bonds may be exempt from California personal income tax and excluded from the gross income of the owners thereof for federal income tax purposes, an owner's federal, state or local tax liability may be otherwise affected by the ownership or disposition of the Bonds. The nature and extent of these other tax consequences will depend upon the owner's other items of income or deduction. Without limiting the generality of the foregoing, prospective purchasers of the Bonds should be aware that (i) section 265 of the Code denies a deduction for interest on indebtedness incurred or continued to purchase or carry the Bonds and the Code contains additional limitations on interest deductions applicable to financial institutions that own tax-exempt obligations (such as the Bonds), (ii) with respect to insurance companies subject to the tax imposed by section 831 of the Code, section 832(b)(5)(B)(i) reduces the deduction for loss reserves by 15% of the sum of certain items, including interest on the Bonds, (iii) interest on the Bonds earned by certain foreign corporations doing business in the United States could be subject to a branch profits tax imposed by section 884 of the Code, (iv) passive investment income, including interest on the Bonds, may be subject to federal income taxation under section 1375 of the Code for Subchapter S corporations that have Subchapter C earnings and profits at the close of the taxable year if greater than 25% of the gross receipts of such Subchapter S corporation is passive investment income, (v) section 86 of the Code requires recipients of certain Social Security and certain Railroad Retirement benefits to take into account, in determining the taxability of such benefits, receipts or accruals of interest on the Bonds and (vi) under section 32(i) of the Code, receipt of investment income, including interest on the Bonds, may disqualify the recipient thereof from obtaining the earned income credit. Bond Counsel will express no opinion regarding any such other tax consequences.

## CERTAIN LEGAL MATTERS

Norton Rose Fulbright US LLP, Los Angeles, California, Bond Counsel, will render an opinion with respect to the validity and enforceability of the Bonds, the Installment Sale Agreement, and the Indenture. See "APPENDIX D – FORM OF BOND COUNSEL OPINION." Norton Rose Fulbright US LLP is also serving as Disclosure Counsel in connection with the Bonds. Certain legal matters will be passed upon for the Underwriters by Stradling Yocca Carlson & Rauth, a Professional Corporation, and for the City and the Authority by Aleshire & Wynder, LLP, in its capacity as City Attorney and Authority Counsel.

## VERIFICATION OF MATHEMATICAL COMPUTATIONS

The Verification Agent, an independent certificated public accountant, upon delivery of the Bonds, will deliver a report on the mathematical accuracy of certain computations, contained in schedules provided to them that were prepared by the Underwriters, relating to the sufficiency of monies deposited into the Escrow Fund created under the Escrow Agreement to redeem all of the outstanding 2007 Bonds on the Redemption Date.

The report of the Verification Agent, will include the statement that the scope of its engagement is limited to verifying the mathematical accuracy of the computations contained in such schedules provided to it, and that it has no obligation to update its report because of events occurring, or date or information coming to its attention, subsequent to the date of its report.

## LITIGATION

There is no action, suit or proceeding pending or, to the knowledge of the Authority or the City threatened at the present time seeking to restrain or to enjoin the execution or delivery of the Bonds or the Installment Sale Agreement or the Indenture or in any way contesting or affecting the validity or enforceability of the Bonds, the Installment Sale Agreement, the Indenture or any action of the Authority or the City contemplated with respect to the foregoing.

## PROFESSIONAL FEES

In connection with the issuance of the Bonds, fees payable to certain professionals, including Norton Rose Fulbright US LLP, as Bond Counsel and Disclosure Counsel, and U.S. Bank National Association, as Trustee, are contingent upon the issuance of the Bonds.

## UNDERWRITING

The Underwriters have agreed to purchase the Bonds at a purchase price of $_____, representing the principal amount of the Bonds, plus a [net] bond premium of $_____ and, less an Underwriters' discount of $_____.

The purchase contract pursuant to which the Bonds are being sold provides that the Underwriters will purchase all of the Bonds if any are purchased, and that the obligation of the Underwriters to purchase the Bonds is subject to certain terms and conditions, including the approval of certain legal matters by counsel.

The Underwriters may offer and sell the Bonds to certain dealers and others at prices lower than the initial public offering prices stated on the inside cover page hereof. The offering prices may be changed from time to time by the Underwriters.

## RATINGS

[Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P") has assigned the Bonds a rating of "____", with the understanding that an insurance policy securing the payment when due of the principal and interest on the Bonds will be issued by the Bond Insurer upon the issuance of the Bonds.] S&P has also assigned an underlying rating of "___" to the Bonds. Such ratings reflect only the views of the rating agency and an explanation of the significance of such ratings may be obtained only from the rating agency.

There is no assurance that the ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by the rating agency, if in the judgment of the rating agency circumstances so warrant. Any such downward revision or withdrawal of the ratings may have an adverse effect on the market price of the Bonds.

## FINANCIAL STATEMENTS

The audited financial statements for the City for the Fiscal Year ended June 30, 2014, included in this Official Statement as APPENDIX A, have been audited by Lance, Soll & Lunghard, LLP (the "Auditor"), as stated in the Auditor's report appearing in APPENDIX A. The City has not requested, nor has the Auditor given, the Auditor's consent to the inclusion in this Official Statement of its report on such financial statements. No review or investigation with respect to subsequent events has been undertaken in connection with such financial statements by the Auditor.

## MISCELLANEOUS

There are descriptions herein of certain documents and reports which are brief summaries thereof and which do not purport to be complete or definitive, and reference is made to such documents and reports for full and complete statements of the contents thereof.

Any statement in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between any of the Authority, the City, and the purchasers or Owners of any of the Bonds.

The execution and delivery of this Official Statement has been duly authorized by the Authority and the City.

CITY OF BANNING FINANCING AUTHORITY

By: _____
President

CITY OF BANNING

By: _____
Interim City Manager

# APPENDIX A

## CITY AUDITED FINANCIAL STATEMENTS
## FISCAL YEAR ENDING JUNE 30, 2014

## APPENDIX B

## GENERAL INFORMATION ABOUT THE CITY OF BANNING

*The following information relating to the City of Banning (the "City") and the County of Riverside, California (the "County") has been supplied by the City and is provided solely for purposes of information. The Bonds are payable solely from Revenues and other sources as described in this Official Statement, and the taxing power of the City, the County, the State of California (the "State"),or any political subdivision thereof, is not pledged to the payment of the Bonds. The Underwriters and their counsel make no representation with respect to any of such information.*

### General Information

The City is located alongside Interstate 10 approximately 80 miles east of Los Angeles and 23 miles west of Palm Springs. The City covers approximately 27 square miles. The City is well known for its picturesque qualities and is nestled between the majestic San Gorgonio and San Jacinto Mountains, the two tallest peaks in Southern California. The community enjoys a rural lifestyle, nearby outdoor recreation opportunities, and invigorating healthful clear air.

### Government Organization

The City was incorporated as a general law City in 1913. The City has a "city council/city manager" form of local government. The five members of the City Council are elected at-large from the community to serve four-year terms of office and the City Council selects one of its members to serve as mayor. The City has [___] full-time employees.

### Governmental Services

The City maintains its own police department which consists of [___] sworn offices and [___] civilian personnel. The City contracts with the California Department of Forestry in cooperation with the Riverside County Fire Department for fire protection services within the City. The City provides general government services such as plan checking, building permit processing and code enforcement. Electricity, water and wastewater services are provided by the City. Students in the City attend Banning Unified School District for K-12 schools.

### Transportation

The City is located along Interstate 10, a major traffic route. The City is also located alongside the Union Pacific Railroad. The City owns a municipal airport which also provides hangar and tie down service. Locally, the City provides both fixed route bus and dial-a-ride services.

### Population

The table on the following page provides a comparison of population growth for the City, surrounding cities and the County between 2011 and 2015.

## CHANGE IN POPULATION
## BANNING AND RIVERSIDE COUNTY
## 2011-2015

| | BANNING | | RIVERSIDE COUNTY | |
|---|---|---|---|---|
| Year (January 1) | Population | Percentage Change | Population | Percentage Change |
| 2011 | 29,721 | - | 2,205,731 | - |
| 2012 | 29,982 | 0.9 | 2,229,467 | 1.1 |
| 2013 | 30,137 | 0.5 | 2,253,516 | 1.1 |
| 2014 | 30,306 | 0.6 | 2,280,191 | 1.2 |
| 2015 | 30,491 | 0.6 | 2,308,441 | 1.2 |

Source: State of California Department of Finance, Population Research Unit, "Population Estimates for California Cities and Counties."

**Employment and Industry**

The City is located in the Riverside Area Metropolitan Statistical Area ("MSA") which includes all of Riverside and San Bernardino Counties. In addition to varied manufacturing employment, the MSA has large and growing commercial and service sector employment, as reflected in the following table.

## RIVERSIDE-SAN BERNARDINO-ONTARIO MSA
## ANNUAL AVERAGE EMPLOYMENT[1]
## 2010-2014

| INDUSTRY | 2010 | 2011 | 2012 | 2013 | 2014 |
|---|---|---|---|---|---|
| Construction | 59,700 | 59,100 | 62,600 | 70,000 | 77,000 |
| Durable Goods | 55,400 | 55,800 | 56,900 | 57,300 | 59,800 |
| Educational and Health Services | 154,100 | 157,600 | 167,200 | 184,500 | 193,600 |
| Farm | 15,000 | 14,900 | 15,000 | 14,500 | 14,300 |
| Financial Activities | 41,00 | 39,900 | 40,900 | 42,200 | 42,700 |
| Goods Producing | 145,900 | 145,200 | 150,500 | 158,600 | 168,500 |
| Government | 234,300 | 227,500 | 224,600 | 225,200 | 228,800 |
| Information | 14,00 | 12,200 | 11,700 | 11,500 | 11,200 |
| Leisure and Hospitality | 122,800 | 124,000 | 129,400 | 135,900 | 144,300 |
| Manufacturing | 85,200 | 85,100 | 86,700 | 87,300 | 90,200 |
| Nondurable Goods | 29,800 | 29,300 | 29,800 | 30,100 | 30,400 |
| Other Services | 38,200 | 39,100 | 40,100 | 41,100 | 43,200 |
| Professional and Business Services | 123,600 | 126,000 | 127,500 | 132,400 | 137,800 |
| Real Estate and Rental | 15,500 | 14,600 | 14,900 | 15,600 | 16,200 |
| Retail Trade | 155,500 | 158,500 | 162,400 | 164,800 | 168,700 |
| Service Providing | 998,900 | 1,002,800 | 1,029,800 | 1,073,300 | 1,116,700 |
| Transportation, Warehousing and Utilities | 66,600 | 68,800 | 73,900 | 79,400 | 87,300 |
| Wholesale Trade | 48,700 | 49,200 | 52,200 | 59,000 | 56,400 |
| Total, All Industries | 1,159,700 | 1,162,900 | 1,195,300 | 1,246,400 | 1,299,500 |

(1) The employment figures by industry which are shown above are not directly comparable to the "Total, All Industries" employment figures due to rounded data.

Source: State Employment Development Department, Labor Market Information Division.

The major employers operating within the City and their respective number of employees as of June 30, 2014 are as follows:

**CITY OF BANNING**
**TOP EMPLOYERS**

| Name of Company | Employment | Type of Business/Product |
|---|---|---|

Source: City of Banning.

**Commercial Activity**

The following table summarizes the volume of retail sales and taxable transactions for the City for 2009 through 2013, the latest years available.

**CITY OF BANNING**
**TOTAL TAXABLE TRANSACTIONS**
**2009-2013**

| Year | Retail Sales ($000's) | % Change | Retail Sales Permits | Total Taxable Transactions ($000's) | % Change | Issued Sales Permits |
|---|---|---|---|---|---|---|
| 2009 | 130,173 | - | 315 | 156,232 | - | 451 |
| 2010 | 133,218 | 2.3% | 340 | 146,742 | (6.1)% | 471 |
| 2011 | 143,230 | 7.5 | 323 | 157,071 | 7.0 | 448 |
| 2012 | 146,600 | 2.3 | 340 | 165,579 | 5.4 | 466 |
| 2013 | 154,595 | 5.5 | 332 | 175,386 | 5.9 | 460 |

Source: State Board of Equalization, "Taxable Sales in California (Sales & Use Tax)." 2014 data not available.

## APPENDIX C

## SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS

*The following definitions and summaries of the Indenture and the Installment Sale Agreement are summaries only and are not to be considered full descriptions thereof. Reference is made to further provisions of the documents described in the body of this Official Statement, and to the documents themselves.*

[TO COME]

## APPENDIX D

## FORM OF OPINION OF BOND COUNSEL

_____, 2015

City of Banning Financing Authority
99 E. Ramsey Street
Banning, California 92220

City of Banning
99 E. Ramsey Street
Banning, California 92220

$_____
City of Banning Financing Authority
Refunding Revenue Bonds (Electric System Project) Series 2015

Ladies and Gentlemen:

In our role as Bond Counsel to the City of Banning Financing Authority (the "Authority"), we have examined certified copies of the proceedings taken in connection with the issuance by the Authority of its Refunding Revenue Bonds (Electric System Project) Series 2015 (the "Bonds") in the aggregate principal amount of $_____. We have also examined supplemental documents furnished to us and have obtained such certificates and documents from public officials as we have deemed necessary for the purposes of this opinion. The Bonds are issued under Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code (the "Bond Law"), pursuant to an Indenture of Trust, dated as of August 1, 2015 (the "Indenture"), by and among the Authority, the City of Banning (the "City") and U.S. Bank National Association, as trustee (the "Trustee"), and pursuant to the authorizing resolution of the Commission of the Authority adopted on _____, 2015. The proceeds of the sale of the Bonds will be used to refund the Authority's $45,790,000 Revenue Bonds (Electric System Project) Series 2007 and finance certain improvements (the "Facilities") to the City's Electric System. The Authority and the City will enter into an Installment Sale Agreement, dated as of August 1, 2015 (the "Installment Sale Agreement"), pursuant to which the Authority will sell the Improvements to the City in consideration for Installment Payments. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Indenture and the Installment Sale Agreement, as applicable.

As Bond Counsel, we have examined copies certified to us as being true and complete copies of the proceedings of the Authority and the City in connection with the issuance of the Bonds. We have also examined such certificates of officers of the Authority and the City and others as we have considered necessary for the purposes of this opinion.

Based upon the foregoing, we are of the opinion that:

1. The Indenture has been duly and validly authorized, executed and delivered by the Authority and the City and, assuming such Indenture constitutes the legally valid and binding obligation of the Trustee, constitutes the legally valid and binding obligation of the Authority and the City, enforceable against the Authority and the City in accordance with its terms, and the Bonds are entitled to the benefits of the Indenture.

2. The Installment Sale Agreement has been duly and validly authorized, executed and delivered by the Authority and the City, and constitutes the legally valid and binding obligation of the Authority and the City, enforceable against the Authority and the City in accordance with its terms.

3. The proceedings for the issuance of the Bonds have been taken in accordance with the laws and Constitution of the State of California, and the Bonds, having been issued in duly authorized form and executed by the proper officials and delivered to and paid for by the purchasers, constitute legal and binding special obligations of the Authority enforceable in accordance with their terms.

4. The Bonds constitute valid and binding limited obligations of the Authority as provided in the Indenture, and are entitled to the benefits of the Indenture. The Bonds are payable from the Revenues, subject to the application thereof on the terms and conditions as set forth in the Indenture.

5. Under existing statutes, regulations, rulings and court decisions, and assuming compliance with the covenants mentioned below, interest on the Bonds is excluded pursuant to section 103(a) of the Internal Revenue Code of 1986 (the "Code") from the gross income of the owners thereof for federal income tax purposes. We are further of the opinion that under existing statutes, regulations, rulings and court decisions, the Bonds are not "specified private activity bonds" within the meaning of section 57(a)(5) of the Code and, therefore, that interest on the Bonds will not be treated as an item of tax preference for purposes of computing the alternative minimum tax imposed by section 55 of the Code. Receipt or accrual of interest on Bonds owned by a corporation may affect the computation of the alternative minimum taxable income of that corporation. A corporation's alternative minimum taxable income is the basis on which the alternative minimum tax imposed by section 55 of the Code will be computed. We are further of the opinion that interest on the Bonds is exempt from personal income taxes of the State of California under present state law.

The Code imposes certain requirements that must be met subsequent to the issuance and delivery of the Bonds for interest thereon to be and remain excluded pursuant to section 103(a) of the Code from the gross income of the owners thereof for federal income tax purposes. Non-compliance with such requirements could cause the interest on the Bonds to fail to be excluded from the gross income of the owners thereof retroactive to the date of issuance of the Bonds. Pursuant to the Indenture and the Installment Sale Agreement, and in the *Tax Certificate Pertaining to Arbitrage and Other Matters under Sections 103 and 141-150 of the Internal Revenue Code of 1986* being delivered by the Authority and the City in connection with the issuance of the Bonds, each of the Authority and the City is making representations relevant to the determination of, and is undertaking certain covenants regarding or affecting, the exclusion of interest on the Bonds from the gross income of the owners thereof for federal income tax purposes. In reaching our opinions described in the immediately preceding paragraph, we have assumed the accuracy of such representations and the present and future compliance by each of the Authority and the City with such covenants. Further, except as stated in the preceding paragraph, we express no opinion as to any federal or state tax consequence of the receipt of interest on, or the ownership or disposition of, the Bonds. Furthermore, we express no opinion as to any federal, state or local tax law consequence with respect to the Bonds, or the interest thereon, if any action is taken with respect to the Bonds or the proceeds thereof predicated or permitted upon the advice or approval of other counsel.

The opinions expressed in paragraphs 1 through 4 above are qualified to the extent the enforceability of the Bonds, the Indenture and the Installment Sale Agreement may be limited by applicable bankruptcy, insolvency, debt adjustment, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally or as to the availability of any particular remedy. The enforceability of the Bonds, the Indenture and the Installment Sale Agreement is subject to the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, to the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and to the limitations on legal remedies against governmental entities in California.

No opinion is expressed herein on the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds.

Our opinions are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any fact or circumstance that may hereafter come to our attention or to reflect any change in any law that may hereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service; rather, such opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations and covenants referenced above.

Respectfully submitted,

# APPENDIX E

## FORM OF CONTINUING DISCLOSURE AGREEMENT

# APPENDIX F

## [SPECIMEN MUNICIPAL BOND INSURANCE POLICY]

## APPENDIX G

## BOOK-ENTRY ONLY SYSTEM

*The information in this Appendix G under the caption "General" concerning The Depository Trust Company, New York, New York ("DTC"), and DTC's book-entry system has been obtained from DTC and the Authority and the City take no responsibility for the completeness or accuracy thereof. The Authority and the City cannot and do not give any assurances that DTC, Direct Participants (as defined below) or Indirect Participants (as defined below) will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) certificates representing ownership interest in or other confirmation of ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will do so on a timely basis, or that DTC, Direct Participants or Indirect Participants will act in the manner described in this Appendix G. The Authority and the City are not responsible or liable for the failure of DTC or any DTC Direct or Indirect Participant to make any payment or give any notice to a Beneficial Owner with respect to the Bonds or an error or delay relating thereto. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC's Direct and Indirect Participants are on file with DTC.*

### General

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to DTC's Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. The information on such web site is not incorporated herein by reference.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual

purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of principal of, premium, if any, and interest on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of such principal, premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or Trustee, disbursement of such payments to Direct Participants will be the responsibility of

DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered as described in the Indenture.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates will be printed and delivered.

**Discontinuance of DTC Services**

In the event that that DTC shall discontinue providing its services as depository with respect to the Bonds or the Authority shall discontinue the use of a book-entry system of transfers through DTC (or a successor securities depository), the following provisions would apply: (i) the principal of the Bonds will payable upon presentation of such Bonds by the registered owners thereof at the Office of the Trustee; (ii) interest on the Bonds will be payable on each Interest Payment Date by check mailed by the Trustee on the date on which interest is due to the registered owners of the Bonds at the close of business on the Record Date at the addresses of the registered owners as they appear on the Registration Books maintained by the Trustee, except that for registered owners of more than $1,000,000 in principal amount of Bonds who, prior to the Record Date preceding any Interest Payment Date, have provided the Trustee with wire transfer instructions, interest payable on such Bonds will be paid in accordance with the wire transfer instructions provided by such registered owners; (iii) Bonds may be exchanged for an equal aggregate principal amount of Bonds of other Authorized Denominations and of the same tenor and maturity upon surrender thereof at the Office of the Trustee upon payment by the registered owner of any charges the Trustee may make; and (iv) any Bond may, in accordance with its terms, be transferred, upon the Registration Books under the Indenture, by the person in whose name it is registered, in person or by his attorney duly authorized in writing, upon surrender of such Bond for cancellation at the Office of the Trustee, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed by the registered owner or his duly authorized attorney and upon payment by the registered owner of any charges the Trustee may make under the Indenture; provided, that the Trustee will not be required to transfer any Bonds during the period established by the Trustee for the selection of such Bonds for redemption or any Bonds that have been selected for redemption pursuant to the Indenture.

S&P Global
Ratings

One California Street, 31st Floor
San Francisco, CA 94111-5432
tel 415 371-5000

reference no.: 40448002

March 20, 2024

City of Banning
99 E Ramsey St.
Banning, CA 92220
Attention: Laurie Sampson, Assistant City Manager

Re: ***Banning Financing Authority (Banning) (Electric System Project), California***

Dear Laurie Sampson

S&P Global Ratings has reviewed the rating on the above-listed obligations. Based on our review, we have lowered the underlying rating (SPUR) from "A-" to "BBB". The rating is placed on CreditWatch with negative implications. A copy of the rationale supporting the rating and CreditWatch is enclosed.

This letter constitutes S&P Global Ratings' permission for you to disseminate the above-assigned ratings to interested parties in accordance with applicable laws and regulations. However, permission for such dissemination (other than to professional advisors bound by appropriate confidentiality arrangements or to allow the Issuer to comply with its regulatory obligations) will become effective only after we have released the ratings on standardandpoors.com. Any dissemination on any Website by you or your agents shall include the full analysis for the rating, including any updates, where applicable. Any such dissemination shall not be done in a manner that would serve as a substitute for any products and services containing S&P Global Ratings' intellectual property for which a fee is charged.

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Summary:

# Banning Financing Authority, California
# Banning, California; Retail Electric

**Primary Credit Analyst:**
Stephanie Linnet, Englewood + 303-721-4393; Stephanie.Linnet@spglobal.com

**Secondary Contact:**
Doug Snider, Englewood + 1 (303) 721 4709; doug.snider@spglobal.com

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| Banning, California | | |
| Banning Fincg Auth (Banning) (Electric Sys Proj) (AGM) | | |
| *Unenhanced Rating* | BBB(SPUR)/Watch Neg | Downgraded, On CreditWatch Negative |

Many issues are enhanced by bond insurance.

## Credit Highlights

- S&P Global Ratings lowered its underlying rating (SPUR) two notches to 'BBB' from 'A-' on Banning Financing Authority, Calif.'s outstanding electric system revenue bonds, issued on behalf of the City of Banning.
- At the same time, we placed the rating on CreditWatch with negative implications.
- The two-notch downgrade reflects our view of the recent deterioration of the authority's unrestricted cash that has decreased significantly from fiscal 2021 to fiscal 2023 due to poor financial controls as demonstrated by its negative cash balance of $8.6 million at fiscal year-end 2023.
- The CreditWatch placement reflects our view of the uncertainty related to the authority's capacity to restore liquidity to sound levels either through interfund borrowings or rate adjustments, the timing and sustainability of those actions, and capital market access.

### Security

The bonds are secured by installment payments made to the authority by the city from net revenue of its electric system. The authority had approximately $22.3 million in electric revenue debt at fiscal year-end 2023.

### Credit overview

We anticipate resolving the CreditWatch placement once we receive more detailed information from management regarding the catalyst and the extent of the utility's deficit, and the steps the authority plans to take to rectify and maintain structural balance going forward.

We expect to receive the utility's draft financial results for fiscal 2023 soon, and we believe that there are number of financial and operational challenges the authority is facing that could put further downward pressure on the rating.

According to utility officials, its unrestricted cash balances were depleted due to its spending on capital projects without commensurate external financing combined with a lack of rate increases and reduced revenue. We understand the authority is putting together a plan to rebuild its cash reserves, such as hiring a financial consultant to help execute a bridge loan until it can issue bonds. However, we believe the authority' access to external liquidity is uncertain, given

its financial condition and credit quality. In the interim, the authority is also utilizing several methods to increase its operating cash flow, such as increasing and adding impact fees, utilizing the power cost adjustment (PCA) mechanism on a monthly basis, and selling some of its renewable energy credits. The city is also considering placing the electric utility under the utility authority, which would give the electric utility access to more liquidity. We will continue to monitor how successful these measures are in restoring finances to levels in line with historical performance. We believe future rate adjustments could prove difficult especially given ongoing delinquency challenges and low incomes that, in our view, constrain revenue-raising flexibility.

The ability of rate increases and sufficient cost control measures to provide sufficient liquidity, given prior history, is critical to our view of the rating going forward. There has not been a base rate increase since 2013; however, management has indicated that a rate increase will be implemented this year. We do not know the magnitude of a possible rate increase at this time, and a rate increase is currently not included in the 2024 budget.

Banning is located along Interstate 10, about 80 miles east of Los Angeles in Riverside County, Calif. The distribution utility serves around 12,000 residential customers and a population of more than 31,000 residents.

### Environmental, social, and governance

We believe the utility's governance risks, specifically related to risk management and oversight, are weak due to its recent financial metrics and reactionary rate-setting practices. We believe financial management is lacking, particularly in long-term financial planning and cash flow monitoring. Although management has initiated several credit-supportive strategies to enhance revenue collections and near-term financial metrics, we believe sustained financial improvement hinges on its ongoing commitment to review, implement, and update these strategies. Based on our forward-looking view, we expect management will implement rate increases and use its PCA mechanism on a more regular basis to restore its financial position. We note that management does not produce long-term financial forecasts, and we believe that long-range plans promote cash flow stability and help identify potential future problems.

We recognize that the population's median household effective buying income (MHHEBI) as a percent of the U.S. average is depressed at 76%. As management plans to raise base rates and use its PCA mechanism monthly to address its liquidity challenges, we believe social capital risk factors could worsen as we expect rate competitiveness will deteriorate somewhat especially as delinquencies are currently high. However, based on information provided by management alongside data from the Energy Information Administration, the system's weighted average rate is 18% below the state average, which we view as competitive.

The authority's delinquencies are currently elevated (by $4 million-$5 million). According to management, this is primarily due to some metering issues that should be resolved in a month, but also in part due to a temporary suspension of turn-offs of delinquent accounts during the pandemic. Once the metering issues are resolved, turn-offs will be resumed, and management anticipates that the delinquency figures will drop significantly.

We will monitor the strength and stability of the electric utilities' revenue streams for evidence of delinquent payments or other revenue erosion. Inflation, as measured by the Consumer Price Index (CPI), has remained above 3% in recent months, and S&P Global Economics forecasts elevated interest rates persisting through the first half of 2024, with moderate softening through the remainder of the year. (See "U.S. Economic Forecast Update: A Sturdy Job Market Keeps Growth Going," published Feb. 21, 2024, on RatingsDirect.)

In addition, Bureau of Labor Statistics data show that electricity price inflation continues to outpace the overall CPI. The amalgam of material increases in delinquent consumer debt, credit card, and auto loans, along with October's resumption of student loan payments and drawdowns of household savings garnered during the pandemic, will likely compound the financial pressures facing electricity consumers. Following stronger-than-expected U.S. economic growth through the fourth quarter of 2023, S&P Global Economics revised its 2024 real gross domestic product (GDP) growth forecast to 2.4% from its November 2023 projection of 1.5%. S&P Global Economics believes that recent business and consumer activity are not sustainable and projects slowing economic activity with growth of 1.5% in 2025.

The utility is compliant with all of California's stringent environmental regulations, including Senate Bill 350, which mandates utilities to be 50% renewable by 2030. Currently, the utility's power supply is 80% renewable, almost entirely emissions free, which is well ahead of the first emissions benchmark. We expect that the utility will continue to purchase renewable resources as its current purchased power agreements expire. We view its wildfire risk as lower than that of its many California peers, given its generally urban setting, minimal number of customers in high-risk areas, and only 3 miles of electric lines within tier 3 wildfire-threat zones. Given the preponderance of these factors, we view utility's environmental position as credit neutral.

## CreditWatch

The placement of the rating on CreditWatch with negative implications reflects a one-in-two chance a further rating action is taken during the next 90 days, depending on the information we receive regarding the utility's audited fiscal 2023 financial performance, prospects for achieving a sufficient cash position, management and governance practices, fiscal 2024 projections, and other information. We could further lower the rating, potentially by multiple notches, if we believe the utility's current financial metrics and projections for fiscal 2024 are inconsistent with the lowered rating.

## Related Research

- Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022

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San Francisco, CA 94111-5432
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reference no.: 40448002

May 2, 2024

City of Banning
99 E Ramsey St.
Banning, CA 92220
Attention: Lincoln Bogard, Finance Director

Re: ***Banning Financing Authority (Banning) (Electric System Project) (Agm), California***

Dear Lincoln Bogard

S&P Global Ratings has reviewed the rating on the above-listed obligations. Based on our review, we have lowered the underlying rating (SPUR) from "BBB" to "BB" and removed the rating from CreditWatch. S&P Global Ratings views the outlook for this rating as negative. A copy of the rationale supporting the rating and outlook is enclosed. This letter constitutes S&P Global Ratings' permission for you to disseminate the above-assigned ratings to interested parties in accordance with applicable laws and regulations. However, permission for such dissemination (other than to professional advisors bound by appropriate confidentiality arrangements or to allow the Issuer to comply with its regulatory obligations) will become effective only after we have released the ratings on standardandpoors.com. Any dissemination on any Website by you or your agents shall include the full analysis for the rating, including any updates, where applicable. Any such dissemination shall not be done in a manner that would serve as a substitute for any products and services containing S&P Global Ratings' intellectual property for which a fee is charged.

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# Banning Financing Authority, California
# Banning; Retail Electric

**Primary Credit Analyst:**
Stephanie Linnet, Englewood + 303-721-4393; Stephanie.Linnet@spglobal.com

**Secondary Contact:**
Doug Snider, Englewood + 1 (303) 721 4709; doug.snider@spglobal.com

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| *Unenhanced Rating* | BB(SPUR)/Negative | Downgraded, Removed from CreditWatch |

Many issues are enhanced by bond insurance.

## Credit Highlights

- S&P Global Ratings lowered its underlying rating (SPUR) three notches to 'BB' from 'BBB' on Banning Financing Authority, Calif.'s outstanding electric system revenue bonds, issued on behalf of the city of Banning, and removed it from CreditWatch with negative implications, where it was placed on March 20, 2024.
- The outlook is negative.
- The three-notch downgrade reflects our view of the utility's lack of effective risk management and oversight as well as its failure to implement proper financial controls.
- The negative outlook reflects our view that rates are not anticipated to be raised before fiscal-year end 2025.

### Security

The bonds are secured by installment payments made to the authority by the city from net revenue of its electric system. The Banning Electric Utility's (BEU or the utility) net revenue pledge secured approximately $22.3 million in electric revenue debt at fiscal year-end 2023.

### Credit overview

We believe the utility is facing a number of financial and operational challenges that have pressured the rating downward, including the use of interfund borrowings to meet financial obligations and lack of proactive rate-setting practices. If the utility is not able to rebuild and maintain a sustained track level of positive reserves and improve its structural balance, the rating could be pressured further.

We believe there is uncertainty related to the utility's poor internal controls evidenced by the ongoing lack of the 2023 audit. Furthermore, rates are not anticipated to be raised before fiscal-year end 2025 and there is additional uncertainty related to the utility's capacity to restore liquidity to sound levels either through interfund borrowings or rate adjustments, the timing and sustainability of those actions, and capital market access.

According to electric utility officials, its unrestricted cash balance was depleted due to spending on capital projects without commensurate external financing combined with a lack of rate increases and reduced revenue. Funds for capital projects have been taken out of the citywide pooled cash fund for at least the past two years. Management

estimates that the utility's reserves will be negative $4.5 million as of fiscal-year end June 30, 2024, which we note is an improvement from a balance of negative $8.6 million as of fiscal 2023. Both bond payments for June 1, 2024, and Dec. 1, 2024, totaling approximately $2.4 million, will be paid from citywide pooled cash and a loan due to be established as of June 30, 2024, for any remaining cash shortfall at that time. Management indicates the citywide pool cash fund has $48.3 million available as of April 2024.

We understand the utility has created a plan to rebuild its cash reserves and maintain structural balance going forward, such as hiring a financial consultant to help execute a bridge loan until it can issue bonds. In the interim, the utility is also utilizing several methods to increase its operating cash flow, such as increasing and adding impact fees, utilizing a power cost adjustment factor (PCAF) on a monthly basis, and selling some of its renewable energy credits. The city is also considering placing the electric utility under the utility authority, which would give the electric utility access to more liquidity. While necessary, we believe future rate adjustments could prove difficult especially given the area's ongoing delinquency challenges and low incomes that, in our view, constrain revenue-raising flexibility.

The ability of rate increases and sufficient cost control measures to provide sufficient liquidity, given prior history, is critical to our view of the rating going forward. There has not been a base rate increase since 2013; however, management has indicated that a rate increase will be implemented for fiscal 2025. We do not know the magnitude or frequency of future rate increases at this time, but we view the utility's willingness to raise rates as positive. We will monitor management's efforts to recover outstanding balances and their influence on the utility's cash-flow performance.

Capital projects have been halted for all but essential and/or near complete projects, as most infrastructure upgrades have been addressed during the last five years and management indicates the distribution system is in favorable shape. An updated five-year capital improvement plan will be presented to the city council in June 2024, and the utility expects the electric capital projects to be significantly cut for at least a few years. The utility has other projects on the horizon but has indicated they can wait until the utility's cash position improves.

The rating further reflects our assessment of the following credit weaknesses:

- Continued delay in producing the 2023 audit, which presents transparency risk.
- Weak controls and procedures that we believe have led to degraded financial performance. The utility has a $12 million reserves target that it has not met since fiscal 2021.

Partially offsetting the above risks, in our view, are the utility's:

- Implementation of a PCAF in June 2023, which management estimates will bring in an estimated $2.6 million per year if used consistently. If the PCAF exceeds $0.005/KWh (kilowatt hour) over a rolling 12-month average, then the director has the authority to temporarily suspend the PCAF and seek direction from city council. The utility is now using the PCAF every month to recover costs, which we view as a credit positive, and will do so for the foreseeable future.
- Proactive steps in recovering past receivables or delinquent accounts, which have been trending upward in recent years. As of May 1, 2024, management indicates the past-due balance for delinquencies of more than 90 days is $1.9 million. Disconnections resumed in late April for delinquent ratepayers and metering issues have recently been

resolved. Management anticipates that the delinquency figures will drop significantly during the next year.

- Fixed-cost coverage (FCC) metrics averaged 1.3x and debt service (DSC) averaged 1.7x for 2020-2022, levels we consider healthy. FCC is an S&P Global Ratings-calculated metric that treats a portion of the electric system's purchased power expenses as debt-like instead of as an operating expense. Our calculation is different than the indenture-based DSC calculation.
- Competitive rates as highlighted by the weighted average system rate that is 18% below the state average based on the most recent data from the U.S. Energy Information Administration. However, we believe this advantage will become eroded with necessary rate increases going forward.
- Manageable debt position as of fiscal-year end 2023; however, the utility may issue debt in the medium term, which could increase the debt-to-capitalization ratio, but an approximate par amount is unknown at this time.

### Environmental, social, and governance

Our rating action reflects the utility's weak risk management and oversight practices related to its reactionary rate-setting practices leading to poor recent financial metrics. Furthermore, the utility's protracted transparency and reporting obscure its financial position and increase credit risks, in our view. We believe financial management is lacking, particularly in long-term financial planning and cash flow monitoring, and in our opinion, this has led to continued degradation of the utility's financial metrics since fiscal 2022. Management does not produce regular long-term financial forecasts, and we believe that long-range plans promote cash flow stability and help identify potential future problems. However, management indicates that the utility is currently in the process of developing long-range financial plans, and these will be presented to city council in June.

Although management has initiated several credit-supportive strategies to enhance revenue collections and improve financial metrics, we believe sustained financial improvement hinges on its ongoing commitment to review, implement, and update these strategies. For example, management reports that it will implement rate increases and use its PCAF on a monthly basis to restore its financial position.

We recognize that the population's median household effective buying income (MHHEBI) as a percent of the U.S. average is depressed at 76% and an elevated poverty rate is present. As management plans to raise base rates in the near-term and use its PCAF monthly to address liquidity challenges, we believe social capital risk factors could worsen as we expect rate competitiveness will deteriorate somewhat especially as delinquencies are currently high. However, based on information provided by management alongside data from the Energy Information Administration, the system's weighted average rate is 18% below the state average, which we view as competitive.

We will monitor the strength and stability of the electric utilities' revenue streams for evidence of delinquent payments or other revenue erosion. Inflation, as measured by the Consumer Price Index (CPI), has remained above 3% in recent months, and S&P Global Economics forecasts elevated interest rates persisting through the first half of 2024, with moderate softening through the remainder of the year. (See "U.S. Economic Forecast Update: A Sturdy Job Market Keeps Growth Going," published Feb. 21, 2024, on RatingsDirect.)

In addition, Bureau of Labor Statistics data show that electricity price inflation continues to outpace the overall CPI. The amalgam of material increases in delinquent consumer debt, credit card, and auto loans, along with October's resumption of student loan payments and drawdowns of household savings garnered during the pandemic, will likely

compound the financial pressures facing electricity consumers. Following stronger-than-expected U.S. economic growth through the fourth quarter of 2023, S&P Global Economics revised its 2024 real gross domestic product (GDP) growth forecast to 2.4% from its November 2023 projection of 1.5%. S&P Global Economics believes that recent business and consumer activity are not sustainable and projects slowing economic activity with growth of 1.5% in 2025.

The utility is compliant with all of California's stringent environmental regulations, including Senate Bill 350, which mandates utilities to be 50% renewable by 2030. Currently, the utility's power supply is 80% renewable, almost entirely emissions free, which is well ahead of the first emissions benchmark. We expect that the utility will continue to purchase renewable resources as its current purchased power agreements (PPA) expire. We view its wildfire risk as lower than that of its many California peers, given its generally urban setting, minimal number of customers in high-risk areas, and only three miles of electric lines within tier 3 wildfire-threat zones. Given the preponderance of these factors, we view utility's environmental position as credit neutral.

## Outlook

The negative outlook reflects our view that rates are not anticipated to be raised before fiscal-year end 2025. There is further uncertainty regarding whether rate increases and cost controls will adequately and sustainably improve the utility's unrestricted cash level and produce credit-supportive coverage and as well as whether future financial audits will be produced on a timely basis.

### Downside scenario

We could lower the rating if liquidity does not materially improve on a sustained basis while maintaining coverage at current levels and spending commensurate with resources. We could also lower the rating if there is a delayed ability to raise rates or if there is an inability to maintain structural balance on a sustained basis that takes into account revenue, expenses, debt service, and capital spending.

### Upside scenario

Due to recent weak financial performance and the anticipation at the utility will only break even by fiscal-year end June 30, 2025, we do not anticipate raising the rating in the near-term. We could return the outlook to stable if we see a sustained track record of improved liquidity and reserves supported by sufficient rate increases and proper cost control while maintaining coverage at current levels.

## Credit Opinion

## Enterprise Profile

### Continued residential growth in a growing service territory

Banning is located along Interstate 10, about 80 miles east of Los Angeles in Riverside County, Calif. BEU serves around 12,000 residential customers and a population of more than 31,000 residents. The utility derives energy largely through partial ownership of Palo Verde Nuclear Generating Station and four PPAs in solar, geothermal, hydroelectric,

and landfill.

The city has seen continued residential growth in the area, as evidenced by a plan underway to build 4,300 homes in the city, of which a significant portion have already been constructed and sold. The utility is currently in the process of electrifying these homes at the expense of the developer. Banning has four other residential projects in the planning stage, which would add another 4,000 homes. It should be noted that with California Title 24, all new residential construction must have solar panels installed. Therefore, the load growth from these homes is less than traditionally experienced.

### Diverse power supply that yields operational stability

With the closing of the San Juan Generation Station in 2017, the utility no longer relies on any coal-fired generation. In addition, it has no residual debt associated with San Juan. Instead, the utility's power resources consist of a diverse set of owned and purchased assets, including partial ownership in Palo Verde Nuclear Generating Station through Southern California Public Power Authority (SCPPA), which accounted for 12% of energy use in fiscal year 2022. Banning also has four PPAs: Astoria 2 Solar (16%), Puente Hills Landfill (29%), and COSO Geothermal (9%). There is also a contract for 2 megawatts (MW) for Hoover Dam through 2067. The remaining 33% is purchased on the spot market through California Independent System Operator (CAISO). All the PPAs, as mentioned previously, are fixed-price firm contracts, meaning that in cases of energy disruption, the counterparty, i.e., the generator, must procure the replacement energy for the utility. This mitigates the risk of price volatility or disruptions to the utility's service area. All contracts are active until 2030 at the earliest, tempering re-contracting risk. In the case of Puente Hills Landfill, we are aware that plans to turn the landfill into a park are underway. The change is not set to occur until 2030, when the PPA is set to expire. The utility is aware that the landfill loses approximately 8% to 10% of capacity annually as the trapped methane gas is depleted. It plans to replace the capacity loss by entering into contracts or ownership opportunities with SCPPA as they become available. We do not view this as a risk currently.

The next PPA that the utility will enter will likely be battery storage as the utility has excess midday solar that could be shifted to the evening peak with battery storage. Due to supply chain issues and CAISO interconnection cluster congestion, prices for battery storage are currently quite elevated. Management indicates the utility is waiting for the markets to normalize before moving forward with battery storage.

## Financial Profile

### Ongoing wildfire risk, no history of damage liability

There is an inherent risk to the utility under California law, which mandates that courts can apply the principle of inverse condemnation to both investor-owned and municipal electric utilities. This principle provides that if a state actor or a company providing services to the public, such as an electric utility, is the substantial cause of property destruction, whether through negligence or not, it can be held liable for damages to affected property owners. Consequently, any fires that Banning is found to have caused could expose it to liability for damage to properties and materially affect its financial standing. To date, Banning has no history of damage liability in relation to wildfires in its service area despite California's history of substantial wildfires. The utility's wildfire risk is also limited by it having only three miles of transmission lines and no direct customers in high-wildfire-risk zones as determined by the California

Public Utilities Commission (CPUC). We note that the utility does face some risk given its proximity to high-wildfire-risk zones, which could lead to wildfires carrying over to the utility's customer base. The utility does take additional preventative measures by running its lines underground where the terrain allows it and by hardening its lines against ignition. The utility also maintains a regularly updated wildfire mitigation plan, and distribution lines are 60% underground and 40% overhead for distribution. All new distribution is undergrounded, including the distribution for all new developments.

**Banning Financing Authority, California--key credit metrics**

| | --Fiscal year ended June 30-- | | |
|---|---|---|---|
| | **2022** | **2021** | **2020** |
| **Operational metrics** | | | |
| Electric customer accounts | 12,903 | 12,528 | 12,339 |
| % of electric retail revenues from residential customers | 48 | 47 | 43 |
| Top 10 electric customers' revenues as % of total electric operating revenue | 23 | 21 | 21 |
| Service area median household effective buying income as % of U.S. | 76 | 74 | 74 |
| Weighted average retail electric rate as % of state | 82 | 96 | 102 |
| **Financial metrics** | | | |
| Gross revenues ($000s) | 31,512 | 32,444 | 30,933 |
| Total operating expenses less depreciation and amortization ($000s) | 27,211 | 27,493 | 28,069 |
| Debt service ($000s) | 2,393 | 2,386 | 2,384 |
| Debt service coverage (x) | 1.8 | 2.1 | 1.2 |
| Fixed-charge coverage (x) | 1.3 | 1.5 | 1.1 |
| Total available liquidity ($000s)* | 4,274 | 14,382 | 18,427 |
| Days' liquidity | 57 | 191 | 240 |
| Total on-balance-sheet debt ($000s) | 26,073 | 27,335 | 28,698 |
| Debt-to-capitalization (%) | 34 | 35 | 37 |

*Total available liquidity includes available committed credit line balances, where applicable. Debt service coverage--Revenues minus expenses divided by debt service. Fixed-charge coverage--Sum of revenues minus expenses minus total net transfers out plus capacity payments (or their proxy), divided by the sum of debt service plus capacity payments (or their proxy). N.A.--Not available.

## Related Research

- Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022
- Banning, California, March 20, 2024
- U.S. Economic Forecast Update: A Sturdy Job Market Keeps Growth Going, Feb. 21, 2024

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# The ABCs of Rating Scales

S&P Global Ratings credit rating symbols provide a simple, efficient way to communicate creditworthiness and credit quality.

Our global rating scale provides a benchmark for evaluating the relative credit risk of issuers and issues worldwide.

## General Summary of the Opinions Reflected by Our Ratings

| **Investment Grade** | |
|---|---|
| AAA | Extremely strong capacity to meet financial commitments. Highest rating. |
| AA | Very strong capacity to meet financial commitments. |
| A | Strong capacity to meet financial commitments, but somewhat susceptible to adverse economic conditions and changes in circumstances. |
| BBB | Adequate capacity to meet financial commitments, but more subject to adverse economic conditions. |
| BBB- | Considered lowest investment-grade by market participants. |
| **Speculative Grade** | |
| BB+ | Considered highest speculative-grade by market participants. |
| BB | Less vulnerable in the near-term but faces major ongoing uncertainties to adverse business, financial and economic conditions. |
| B | More vulnerable to adverse business, financial and economic conditions but currently has the capacity to meet financial commitments. |
| CCC | Currently vulnerable and dependent on favorable business, financial and economic conditions to meet financial commitments. |
| CC | Highly vulnerable; default has not yet occurred, but is expected to be a virtual certainty. |
| C | Currently highly vulnerable to non-payment, and ultimate recovery is expected to be lower than that of higher rated obligations. |
| D | Payment default on a financial commitment or breach of an imputed promise; also used when a bankruptcy petition has been filed or similar action taken. |

Ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.



For a complete list of our Ratings Definitions, including issuer credit ratings as well as a related article on Understanding our Ratings Definitions, please go to **spglobal.com/UnderstandingRatings**

## Investment- And Speculative-grade Debt

The term "investment-grade" historically referred to bonds and other debt securities that bank regulators and market participants viewed as suitable investments for financial institutions. Now the term is broadly used to describe issuers and issues with relatively high levels of creditworthiness and credit quality. In contrast, the term "non-investment-grade," or "speculative-grade," generally refers to debt securities where the issuer currently has the ability to repay but faces significant uncertainties, such as adverse business or financial circumstances that could affect credit risk.

In S&P Global Ratings long-term rating scale, issuers and debt issues that receive a rating of 'BBB-' or above are generally considered by regulators and market participants to be "investment-grade," while those that receive a rating lower than 'BBB-' are generally considered to be "speculative-grade."

**FY 2024-25 & FY 2025-26 Biennial Budget - Types**
**Download generated on 06/14/2024**
**ELECTRIC FUNDS**

| **ELECTRIC REVENUES** | | | **2023-24 Actual** | **% of Budget** | **2024-25 Budget** | **% of Budget** | **2025-26 Budget** | **% of Budget** |
|---|---|---|---|---|---|---|---|---|
| Revenues | SALES AND SERVICE CHARGES | (356.38-01) METERED SALES | $25,252,894 | 75.20% | $28,000,000 | 68.60% | $28,000,000 | 68.00% |
| Revenues | SALES AND SERVICE CHARGES | (366.44-60) REC SALES | $1,939,050 | 5.80% | $3,500,000 | 8.60% | $3,500,000 | 8.50% |
| Revenues | SALES AND SERVICE CHARGES | (366.44-55) CAP & TRADE | $1,375,779 | 4.10% | $1,450,000 | 3.60% | $1,500,000 | 3.60% |
| Revenues | SALES AND SERVICE CHARGES | (356.38-20) TRANSMISSION SALES-CAISO | $1,007,810 | 3.00% | $1,000,000 | 2.40% | $1,000,000 | 2.40% |
| Revenues | SALES AND SERVICE CHARGES | (356.38-15) PUBLIC BENEFIT PGM SURCHG | $638,640 | 1.90% | $760,000 | 1.90% | $780,000 | 1.90% |
| Revenues | SALES AND SERVICE CHARGES | (356.38-18) POWER COST ADJUSTMENT | $956,260 | 2.80% | $1,100,000 | 2.70% | $1,100,000 | 2.70% |
| Revenues | SALES AND SERVICE CHARGES | (356.38-10) BULK ENERGY SALES | $418,947 | 1.20% | $400,000 | 1.00% | $400,000 | 1.00% |
| Revenues | SALES AND SERVICE CHARGES | (356.38-12) MISCELLANEOUS REVENUES | $253,317 | 0.80% | $200,000 | 0.50% | $200,000 | 0.50% |
| Revenues | SALES AND SERVICE CHARGES | (356.38-17) CRR REVENUE - CAISO | $146,911 | 0.40% | $150,000 | 0.40% | $150,000 | 0.40% |
| Revenues | SALES AND SERVICE CHARGES | (356.38-05) STREET LIGHTING | $- | 0.00% | $322,340 | 0.80% | $322,340 | 0.80% |
| Revenues | SALES AND SERVICE CHARGES | (356.38-06) TURN ON CHARGES | $64,620 | 0.20% | $75,000 | 0.20% | $75,000 | 0.20% |
| Revenues | SALES AND SERVICE CHARGES | (356.38-08) DELINQ. RECONNECT FEE | $130 | 0.00% | $15,000 | 0.00% | $15,000 | 0.00% |
| Revenues | SALES AND SERVICE CHARGES | (357.38-10) MEDICAL DISCOUNT | ($130,649) | -0.40% | ($140,763) | -0.30% | ($140,763) | -0.30% |
| Revenues | TRANSFERS IN | | $- | 0.00% | $2,776,619 | 6.80% | $2,776,619 | 6.70% |
| Revenues | MISCELLANEOUS INCOME | | $1,498,327 | 4.50% | $1,052,457 | 2.60% | $1,302,457 | 3.20% |
| Revenues | USE OF MONEY AND PROPERTY | | $162,147 | 0.50% | $155,000 | 0.40% | $155,000 | 0.40% |
| Revenues | INTERGOVERNMENTAL | | $5,830 | 0.00% | $13,515 | 0.00% | $13,515 | 0.00% |
| Revenues | OTHER INCOME | | $- | 0.00% | $- | 0.00% | $- | 0.00% |
| | | | **$33,590,013** | **100.00%** | **$40,829,168** | **100.00%** | **$41,149,168** | **100.00%** |

| **ELECTRIC EXPENDITURES** | | | **2023-24 Actual** | **% of Budget** | **2024-25 Budget** | **% of Budget** | **2025-26 Budget** | **% of Budget** |
|---|---|---|---|---|---|---|---|---|
| Expenses | PURCHASED POWER | | $20,307,509 | 52.90% | $22,362,000 | 53.20% | $23,214,250 | 54.60% |
| Expenses | TRANSFERS OUT | INTERFUND TRANSFERS | $- | 0.00% | $2,426,619 | 5.80% | $2,426,619 | 5.70% |
| Expenses | TRANSFERS OUT | INTERFUND SERVICE PYMTS | $2,687,404 | 7.00% | $3,583,204 | 8.50% | $3,583,204 | 8.40% |
| Expenses | SALARIES & BENEFITS | | $6,822,213 | 17.80% | $7,276,376 | 17.30% | $7,346,299 | 17.30% |
| Expenses | CAPITAL EXPENDITURES | | $3,784,113 | 9.90% | $1,140,072 | 2.70% | $1,130,000 | 2.70% |
| Expenses | DEBT SERVICE | | $2,425,794 | 6.30% | $2,390,330 | 5.70% | $2,390,330 | 5.60% |
| Expenses | SUPPLIES & SERVICES | | $1,812,458 | 4.70% | $2,435,910 | 5.80% | $1,727,905 | 4.10% |
| Expenses | DEPRECIATION | | $- | 0.00% | $- | 0.00% | $- | 0.00% |
| Expenses | BAD DEBT | | $- | 0.00% | $- | 0.00% | $- | 0.00% |
| Expenses | REPAIRS & MAINTENANCE | | $378,928 | 1.00% | $220,500 | 0.50% | $487,334 | 1.10% |
| Expenses | STREET LIGHTING | | $142,788 | 0.40% | $194,287 | 0.50% | $194,287 | 0.50% |
| Expenses | OTHER | | $70 | 0.00% | $- | 0.00% | $- | 0.00% |
| Expenses | CONTRA EXPENDITURE | | $- | 0.00% | $- | 0.00% | $- | 0.00% |
| | | | **$38,361,277** | **100.00%** | **$42,029,298** | **100.00%** | **$42,500,228** | **100.00%** |

| **Revenues Less Expenses** | **($4,771,263)** | **($1,200,130)** | **($1,351,060)** |
|---|---|---|---|

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# AMENDMENT NO. 3 TO A PROFESSIONAL SERVICES AGREEMENT (C00608) WITH WILLDAN ENGINEERING, INC. FOR (A) BUILDING AND SAFETY PLAN CHECK AND PLANS EXAMINATION SERVICES (B) LANDSCAPE DESIGN PLAN CHECK AND PLANS EXAMINATION SERVICES, AND (C) BUILDING PERMIT AND LANDSCAPE INSTALLATION INSPECTION SERVICES

**THIS AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL SERVICES** ("Amendment No.3") by and between the **CITY OF BANNING** ("City") and Willdan Engineering, a California corporation ("Consultant") is effective as of this day: February 27, 2024.

## RECITALS

A. City and Consultant entered into that certain Agreement for Professional Services dated September 24, 2019 ("Agreement") whereby Consultant agreed to provide Building and Safety Plan Check, Building Inspection, and Landscape Design Review Services following Request for Proposals or Invitation for Bids No. 19-045.

B. On September 24, 2019, the City of Banning, on Resolution 2019-122, approved an agreement with Willdan Engineering, Inc., for a total amount of $1,470,960.On January 25, 2022, the City Council adopted Resolution 2022-09, amending the Agreement to increase the Contract Sum by $714,902.50 for a total Contract Sum of $2,185,862.50 ("Amendment No. 1").

D. On January 24, 2023, the City Council adopted Resolution 2023-20, which was intended to implement staff's recommendation to amend the Agreement to extend the term of the Agreement through October 31, 2023, and increase the not-to-exceed total compensation by $612,000 to $2,797,862.50 (Amendment No. 2). Resolution 2023-20, however, incorrectly stated the amended not-to-exceed total compensation as $2,185,862.50, and did not address staff's recommendation to extend the Agreement term to October 31, 2023.

E. On February 28, 2023, the City Council adopted Resolution 2023-44, re-approved Amendment No. 2 approving an increase in the not-to-exceed total compensation by $612,000 to $2,797,862.50, and an extension of the term of the Agreement through June 30, 2024. It was staff's intent that the City Council's adoption of Resolution 2023-44 would update and replace the Council's actions taken via Resolution 2023-20, in their entirety.

F. City and Consultant now desire to amend the Agreement (Amendment No. 3) in accordance with Resolution No. 2024-37 to include additional compensation not-to-exceed Contract Sum by $470,000 to $3,267,862.50, and to extend the term of the Agreement through September 23, 2024.

## TERMS

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

   (a) Section 2.1 – "Contract Sum" of the Agreement is amended to provide that Consultant's total compensation shall not exceed Four Hundred Seventy Thousand Dollars ($470,000.00), for a new contract total amount not to exceed Three Million

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Two Hundred Sixty-Seven Thousand Eight Hundred Sixty-Two Dollars and Fifty Cents ($3,267,862.50).

(b) Section 3.4 – "Term" of the Agreement is hereby amended to extend the Agreement term to September 23, 2024, unless amended by provisions referenced herein.

**2. Continuing Effect of Agreement**. Except as amended by this Amendment No. 3, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No.3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement and Amendment Nos. 1, and 2, as amended by this Amendment No.3 to the Professional Services Agreement.

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

Consultant represents and warrants to City that, as of the date of this Amendment No.3, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that as of the date of this Amendment No.3, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

**4. Adequate Consideration**. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

**5. Authority**. The persons executing this Amendment No. 3 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other Agreement to which said party is bound.

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

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**[SIGNATURES ON FOLLOWING PAGE]**

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**IN WITNESS WHEREOF** the Parties hereto have executed this Amendment No.3 to the Agreement the day and year first hereinabove written.

CITY OF BANNING

3/1/2024

Douglas Schulze, Date
City Manager

ATTEST:

3/1/2024

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita Young 3/1/2024

Serita R. Young Date
City Attorney

CONSULTANT

Willdan Engineering

NAME: Patrick Johnson Date
TITLE: Director – Building & Safety

Patrick Johnson 3/1/2024

NAME: Patrick Johnson Date
TITLE: Director - Building & Safety

95-2295858

Tax ID No.

Address:
2401 E. Katella Ave., Suite 300
Anaheim, CA 92806

City Council Approval: Reso 2024-37

**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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# AGREEMENT FOR CITY WIDE TRAFFIC SIGNAL MAINTENANCE SERVICES (C00857)

THIS AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE SERVICES (herein "Agreement") is entered into this day: 8/17/2023, ("Effective Date") by and between the CITY OF BANNING, a California municipal corporation ("City") and, YUNEX, LLC., a Delaware Limited Liability Company, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

## RECITALS

A. Following submission of a proposal or bid for the performance of traffic signal maintenance services, as particularly defined and described in Article 1 of this Agreement, the Consultant was selected by City to perform those services.

B. The Parties desire to enter this Agreement in order to set forth terms and conditions under which Consultant will perform the traffic signal maintenance services referenced in Recital "A". above.

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, in accordance with all terms and conditions of this Agreement, and to City's reasonable satisfaction ("Services.") 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 in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works," Consultant shall comply in all

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respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit "B" hereto.

1.2 Contract Documents and Exhibits.

This Agreement includes this document, **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), and **Exhibit C** (Schedule of Compensation) . In the event of any conflict between this document and any Exhibit hereto, the provisions of this document shall govern.

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.

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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 maintenance schedule set forth in the Scope of Services, 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, 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.

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

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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 |
|---|---|
| David P. Heermance | 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

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set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

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

## ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in **Exhibit C-1** and the not-to-exceed sub-budget rates set forth in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. In no event shall Consultant be paid more

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than Twenty-Five Thousand Dollars ($25,000.00) (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.

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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 monthly and call-out Services as set forth in the Scope of Services, Exhibit "A", hereto..

3.3 Force Majeure.

The maintenance schedule specified in the Scope of Services may be adjusted 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 adjust the maintenance schedule 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 and/or adjustment of the maintenance schedule, pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date through August 31, 2024, unless sooner terminated as provided in Article 6 of this Agreement or extended by written agreement of the Parties or as provided in Sections 1.8 and 3.3 of this Agreement. This Agreement may be extended for four (4) succeeding terms of one (1) year each by the written agreement of the Parties. The maximum term and any subsequent amendment or modification to the term shall not exceed five (5) years.

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## 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. If a claims-made policy is provided, it shall be endorsed with an extended reporting period of not less than three (3) years, or shall be maintained in full force and effect for three (3) years, following final payment to Consultant hereunder.

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

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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, excepting the professional liability policy, 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

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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 Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, defend, 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, stop notices, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, 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 professional services under this Agreement.

2) Other Indemnities. Other than in the performance of professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, stop notices, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall

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reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

3) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.3.

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

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

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

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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.

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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

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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.

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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 Services actually provided 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

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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,

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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<br>Public Works Director<br>City of Banning<br>99 East Ramsey Street<br>Banning, California 92220<br>Email: avela@banningca.gov |
| With a courtesy copy to: | Kevin G. Ennis, City Attorney<br>Richards, Watson & Gershon<br>350 South Grand Avenue, 37th Floor<br>Los Angeles, California 90071<br>Email: kennis@rwglaw.com |
| If to Consultant: | Attn: David P. Heermance, President<br>Crosstown Electrical & Data, Inc.<br>5454 Diaz Street<br>Irwindale, CA 91706<br>Email: dave@crosstowndata.com |

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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.

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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

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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 **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]**

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

| CITY OF BANNING | | CONSULTANT | |
|---|---|---|---|
| 8/17/2023 | | Michael Hutchens 8/16/2023 | |
| Douglas Schulze,<br>City Manager | Date | NAME: Michael Hutchens<br>TITLE: Western Operations Manager | Date |
| | | NAME:<br>TITLE: | Date |
| ATTEST: | | | |
| 8/17/2023 | | 86-2136678 | |
| Caroline Patton<br>Deputy City Clerk | Date | Tax ID No. | |
| | | Address:<br>2250 Business Way<br>Riverside, CA 92501<br>USA | |
| | | City Council Approval: n/a | |

**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. Consultant will perform the following Services in connection with providing City Wide Traffic Signal Maintenance prepared in connection therewith:**

**II.** As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:

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YUNEX TRAFFIC

June 13th, 2023

Ms. Barbara Mason
Purchasing Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

**RE: Proposal for: Traffic Signals Maintenance & Repair Services (RFP-23-030)**

Ms. Mason,

Yunex LLC would like to express our sincere appreciation for the opportunity to participate in the proposal process for providing Traffic Signals Maintenance & Repair Services for the City's traffic signal system. The prices and terms stated in our proposal package will remain in effect for 90-days from the date of submission, June 13th, 2023.

Yunex LLC is a corporation, incorporated in the State of Delaware on February 17th, 2021. Our federal tax employer I.D. number is 86-2136678 and our corporate address is 9225 Bee Cave Road, Building B, Austin, TX 78733.

Yunex LLC is an electrical contracting firm who is a California licensed A & C-10 contractor (CA License #1080007) and is also a registered Public Works Contractor (DIR No. 1000815000), who provides leading edge technology for the fast-paced Intelligent Transportation Systems world. Whether providing maintenance services, controllers, controller firmware, central systems, system analysis, design, or integration, Yunex LLC brings innovative and reliable solutions to customers.

Yunex LLC has reviewed the Scope of Work in the RFP and Sample Professional Services Agreement and will list our Legal Exceptions and Assumptions within our Proposal for the City's review/consideration.

During the evaluation, if there are any questions regarding this proposal, please feel free to contact either of us using the contact information listed below. We look forward to serving the needs of the City of Banning and would like to thank you in advance for your consideration.

Respectfully,

Yunex LLC

Steven Teal
Director of Service
2250 Business Way
Riverside, CA 92501
(951) 784-6600 Office
(951) 784-6700 Fax
steven.teal@yunextraffic.com

Yunex LLC

Michael J. Hutchens
West Operations Manager
2250 Business Way
Riverside, CA 92501
(951) 784-6600 Office
(951) 784-6700 Fax
michael.hutchens@yunextraffic.com

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# A. Statement of Understanding and Approach

**Understanding**




It is our understanding that the City Banning is seeking a qualified traffic signal maintenance firm to provide Traffic Signals Maintenance and Repair Services. The selected service company will be responsible for providing a continuing, comprehensive, routine, and extraordinary maintenance program for the City's equipment. The City's expectation is that the maintenance program will reduce the incidence of malfunctions, reduce complaints, promote safety, and proactively extend the longevity of the equipment, thus reducing the overall operating cost for the City's traffic signal system.

Our goal is always to exceed our customer's expectations. We have a broad range of experienced personnel including IMSA and NEC certified Traffic Signal Maintenance personnel. The technician assigned to this contract has over 20 years of experience managing and maintaining traffic signal systems and related ITS equipment.

Our local traffic signal laboratories (Riverside, CA) provide a full range of technical services including complete controller/cabinet testing, repair, and conflict monitor testing/certification. Services for this contract include the provision of appropriately trained personnel and equipment necessary to perform maintenance activities as outlined in your RFP.

We understand that the general Scope of Work to be done consists of routine preventative maintenance and repair of your traffic control systems as well as general and emergency repairs of the same. These services will provide your city with safe and efficient operations. Yunex Traffic will have available and readily accessible, qualified personnel, tools, equipment, facilities, and material required to perform all work necessary for the maintenance of the City's traffic signal systems, as outlined in the Scope of Work and in compliance with current City and State standards.

**Our Approach / Emergency Response Times**

To be able to respond immediately to emergency calls, Yunex Traffic's field technicians are authorized to take their work vehicles home daily. All work vehicles are stocked with proper field equipment so he/she may sufficiently address most problems they encounter while responding.

Emergency response call outs and unscheduled repairs are initiated by calling our toll-free emergency phone number, **1-800-229-6090.** A live dispatcher will be available 24 hours a day, 7 days per week, 365 days per year. Our dispatcher will create a work order in our visual planning board and once the work order is released, it will immediately transfer to our technician's queue on their mobile device. As part of our quality control practice, our dispatcher will follow up with a phone call to our technician to confirm that he/she is in receipt of the call out/work order. For emergency calls, the technician will arrive at the site **within two (2) hours** to assess and correct the reported problem. Once the problem is corrected, the technician will inform the city of the repair actions.

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**Scope of Work**

It is always the goal of Yunex Traffic to tailor our services around our customer's needs. We understand that throughout the term of a contract, those needs may change. We approach all our contracts with the same vision; build a partnership with the City's staff and work towards achieving common goals set forth through that partnership. We realize that this is an ever-evolving process and that is why we believe that the only successful route is through establishing common goals. This methodology and a commitment to service will be applied to every aspect of our services for the City of Banning.

**Routine Maintenance**

We will execute a comprehensive monthly routine maintenance program as outlined in the City's Scope of Work, as recommended by the manufacturer, and as listed below. Yunex Traffic will also maintain, at the same unit price, additional traffic signals and appurtenant devices as they are installed or become a part of the maintenance requirements of the city.

Yunex Traffic technicians will, at a minimum, perform the following tasks on the City's traffic signal system monthly:

- Routine maintenance is typically scheduled by the technician as they are more aware of the geography of the area. He will take into consideration contract requirements and your preference when scheduling routine preventive maintenance.
- Once our technician arrives at the location, he will complete a job hazard analysis (JHA) determining any potential hazards at the location. Following the JHA, he/she will secure the area with proper traffic control as referenced in the most recent edition of the W.A.T.C.H. Handbook and in accordance with the city's traffic control requirements.
- Our technician will clean and vacuum the controller and battery backup cabinets (if equipped) and ensure the cabinet vents are un-obstructed, the air filter is clean, properly inserted, and secure (air filters will be replaced semi-annually). During this process, your Yunex Traffic technician will perform the following checks inside the controller cabinet:
    - Confirm the controller cabinet is securely mounted to the foundation and inspect the seal for deterioration. Excessive dampness and plant/animal intrusion inside the controller cabinet will be reported to the city and repaired immediately.
    - Verify fan operation and ensure the thermostat is set to 96 degrees Fahrenheit and that there is sufficient airflow through the cabinet.
    - Inspect cabinet hardware (i.e., door gaskets, hinges, locks, etc.) for proper operation. All deficiencies will be repaired and reported to the city.



    - Inspect electrical components (i.e., relays, load switches, equipment displays and indications, flasher(s), rack-mount detectors, harness/connectors, service connections, system telemetry, communications system, cabinet grounding, GFCI receptacles, terminal connections cabinet lights and switches, CMU (interlock) door switch, the police panel switches, etc.) for proper operation and adjust, as necessary. We will also verify proper operation of all equipment displays and

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cabinet/controller indicator lamps. Deficiencies that pose a safety concern will be corrected immediately.

- Verify that controller software/firmware is up to date.

- Following the visual inspection, your Yunex Traffic technician will examine the functionality of the controller in relation to traffic at the intersection and confirm all phase and coordination timing is programmed correctly and is current based on the timing sheet located in the controller cabinet.
- In addition to monitoring phase actuation from vehicle/traffic, they will also confirm proper intersection cycling by manually placing vehicle/pedestrian calls on each phase through the cabinet test switches/controller keypad to verify controller servicing of each phase.
- Yunex Traffic technicians will ensure your controller's date and time is correct and we will adjust all controller clocks within 48 hours of time changes related to Daylight Savings Time. This also includes confirming the correct date and time in all Conflict Monitor Units and Malfunction Management Units (CMU/MMU) during each visit.
- Your Yunex Traffic technician will check the controller log buffers and investigate any faults that may have surfaced since the last maintenance visit.
- CMU's/MMU's can be tested annually with an MT-180 or equivalent conflict monitor tester. Individual test results will meet the city's documentation requirements and be available in each controller cabinet and an electronic file (USB) will be delivered to the city within 30 days after completing the testing. This test will also be documented on the routine maintenance log located in the controller cabinet. If requested, the cost for annual CMU/MMU testing will be billed as noted on the Price Proposal.
- The technician will confirm all detector loop cables are correctly identified, connected to the correct vehicle detector field terminals, and that a call is placed on the correct detector input, and that the input places a call on the correct controller phase. We will adjust or re-tune detector amplifiers and correct substandard splices, as necessary. Loops requiring re-seal or replacement will be documented and reported to the city immediately. Loop replacement cost will be billed as noted on the Price Proposal.
- If the intersection is equipped with video/radar detection our technician will verify that detection zones are properly structured. They will also verify proper camera operation by monitoring the vehicle call on the video processor unit and confirm that the calls are registering in the controller and actuating the correct phase in the controller. The technician will verify that detection system software has been properly updated. Video Detection lens cleaning can be done, if requested, on a time/material basis.
- If equipped, your Yunex Traffic technician will confirm operation of all preemption devices (i.e., railroad, emergency vehicle preemption (EVP), fire station preemption, etc.). Annual Optical detector lens cleaning can be done, if requested, on a time/material basis.
- Inspect CCTV cameras for correct operation and for damage to wiring or housing. Inspection and lens cleaning can be done, if requested, on a time/material basis.
- If equipped, your Yunex Traffic technician will also test your interconnect systems to maintain existing operation and will notify you of any deficiencies.
- If equipped, your Yunex Traffic technician will check the battery back-up systems / uninterruptible power supplies

Our technicians are extremely knowledgeable with the installation, handling, and testing of interconnect and **fiber optic** systems.

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(UPS) including checking / logging the battery and load levels. In addition, we will confirm all battery connections to ensure they are clean and secure. If requested, we can perform testing by electrical bypass for proper operation, which will be billed on a time/material basis. We will report any batteries that require replacement immediately. All events and run time will be documented inside each controller cabinet.

- If requested, Yunex Traffic can perform a night check of all safety lights and illuminated street name signs (IISNS). Our findings will be submitted to the city and required repairs will be made according to the time & material rates. Monthly night checks can be done, if requested, on a time/material basis.
- Our technician will walk the intersection (clockwise and counterclockwise) and visually inspect all poles, signal heads, pedestrian signals, associated framework, and signal mounted signs for proper operation, alignment, and broken or missing parts. During this process, your Yunex Traffic technician will perform the following checks outside of the controller cabinet:
    - Depress all pedestrian push buttons and observe proper timing and display.
    - Visually inspect the loops for sufficient sealant or exposed loop wires.
    - Inspect pull boxes, pull box lids and hand-hole covers. Missing covers/lids will be replaced immediately.
    - Visually inspect all signal doors, back plates, and visors and confirm they are secure.
    - Remove unauthorized signs, stickers, and posters that can be easily removed from traffic signal poles and the controller cabinet. Graffiti will also be removed within twenty-four (24) hours of notification.
    - Prepare a list of locations where painting may be necessary, which will be submitted to the City for approval. Painting rates can be provided upon request.




- The technician will lubricate cabinet door locks and padlocks quarterly, unless required sooner.
- Maintain an inventory list of all equipment in the controller cabinet at each location. This list will also be updated electronically and provided to the city yearly in a Microsoft Excel spreadsheet, or as requested.
- Your Yunex Traffic technician will document all maintenance activities on the city approved Preventative Maintenance checklist, on the cabinet log, and in their mobile device which is wirelessly communicating to our maintenance server enabling our customers to view all progress in virtually real-time.

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**Extraordinary Services**
In addition to the Preventative Maintenance program, we will provide other Extraordinary Services such as scheduled repairs, emergency response and technical support services to the City's traffic signal systems in accordance with City requirements and as listed below.



Our Extraordinary and Emergency Response Services include, but not limited to, the following services:



- Downed signal heads, poles, signal on flash, signal blackout, burned out lamps, damaged controllers and cabinets, damaged illuminated street name signs, damaged inductive loops, sensing elements, pedestrian push buttons, electroliers, pedestrian signal heads, wiring, and other operational equipment related issues.
- Assisting the City for special events or for City construction projects, as necessary to implement revised traffic signal timing and phasing for changed traffic conditions. If requested, prepare punch list items, and follow through with city representative to ensure a successful completion.
- Perform overhead maintenance on traffic signals, safety lighting, street name and regulatory signs, video detection cameras and Opticom systems.
- Provide support for underground maintenance including conduit repair or replacement, wire inspection and installation, and interconnect installation.
- Repair, replace or otherwise render in good working order all defective parts of the traffic signal equipment with like make and model parts. Whenever equipment is removed, the city representative will be notified within twenty-four (24) hours.

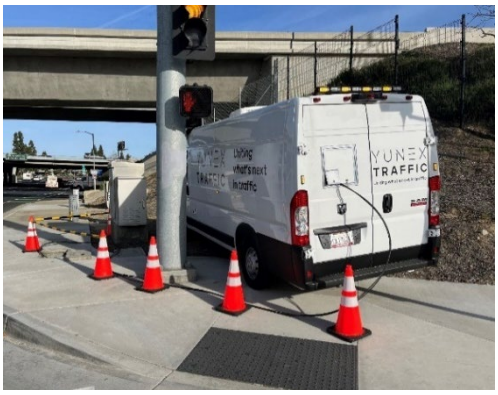


- USA Dig Alert – Locating services using **in-house locators**.
    - Yunex Traffic will respond to all **Underground Service Alert (USA)** requests/notices or at the request of city staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduits, interconnect facilities, loops, safety light conduits, and other appurtenant equipment which might conflict with other right-of-way construction or repairs. Our technicians are equipped and certified with the proper locating devices provided by Metrotech.

- **Fiber Optic** related maintenance services such as: Installation, splicing, terminations, troubleshooting, on-reel testing, and integration.








- **Signal Loop Replacement**. Yunex Traffic is the **only** maintenance provider who performs Loop replacements in-house.




Yunex Traffic will notify the City prior to any traffic signal deactivations that may be necessary to provide the required services. Traffic signal shutdowns will not be scheduled without the approval of an authorized representative of the City. Also, Yunex Traffic will not proceed with any extraordinary repairs without authorization from the city, unless it is a matter of public safety.

**Spare Equipment**
Yunex Traffic has over $1,500,000 in spare inventory and available to the City of Banning:

- 25 – NEMA controllers (such as Econolite ASC/2S-2100, ASC/3-2100, Cobalt, McCain, and many others)
- 25 – 24VDC Power Supply
- 25+ – MMU/CMU from various manufacturers
- 150 – Load Switches
- 6 – Type P controller cabinets
- 3 – 332 controller cabinets
- 250+ – Replacement LED Lamps (Red/Yellow/Green) and LED pedestrian signals
- 50 – ADA compliant pedestrian activation buttons
- 25+ - Battery Backup Batteries (sizes/manufacturers vary)
- 20+ – Streetlight luminaires of various manufactures and wattages
- 25+ - Several types/sizes of Marbelite concrete streetlight poles

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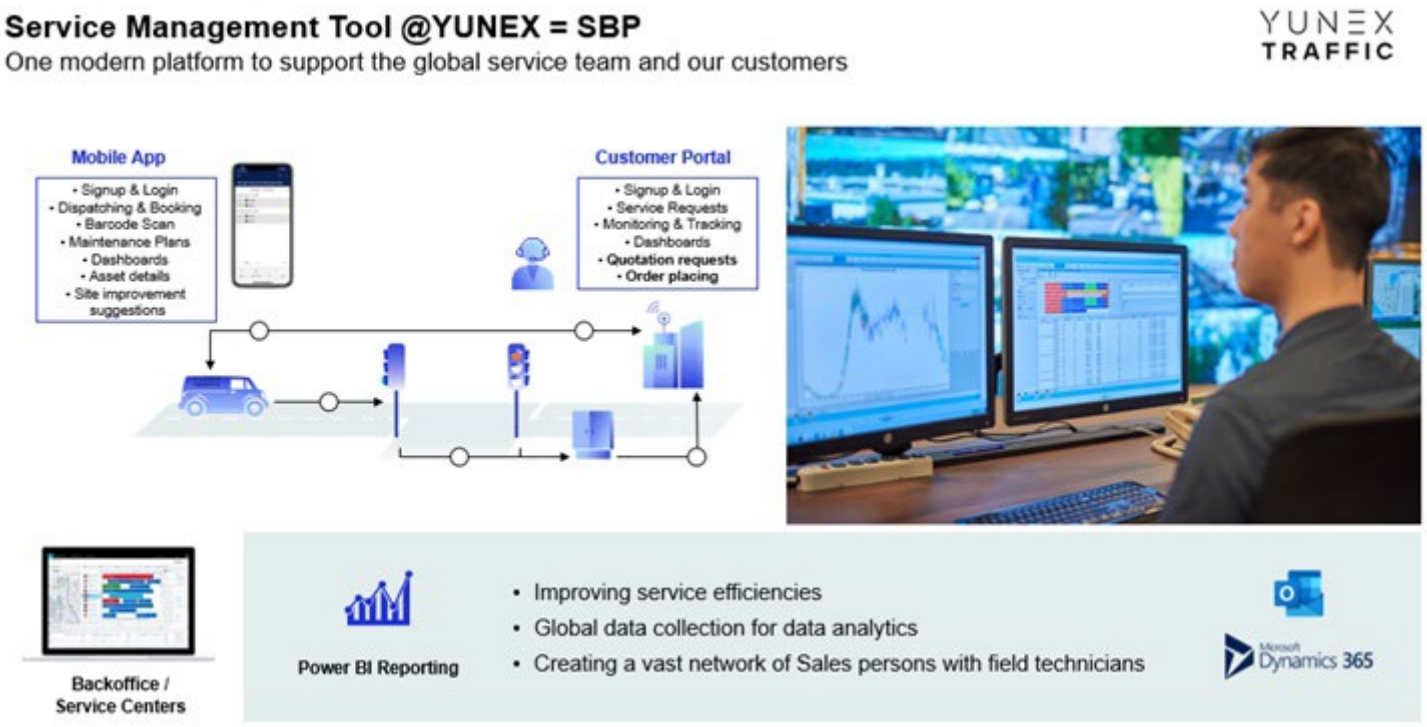
**On-Line Portal (Service Business Platform @ITS)**

Yunex Traffic has rolled out a new service tool called SBP (Service Business Platform), which is a proprietary management system designed to effectively manage all service order progress, remotely update our ERP system (SAP) and as work is performed.

- SBP allows us to monitor many key performance items such as time arrived onsite, time of completion, materials used, and vehicle/equipment used.
- SBP keeps historical records for every location which allows the technicians an additional resource when troubleshooting.
- When creating a new service request, the SBP will query the location history and will flag the order if it appears to be a repeated call out or duplicate order.
- Technicians transmit response and routine maintenance items in real-time using IOS or Android devices.
- The contractual Scope of Work and all maintenance activities are also available for technicians to review to ensure all tasks are completed within the specified timeframe.
- Customer specific checklists for routine preventative maintenance will be available to the technicians so all required tasks are completed, per your Scope of Work.



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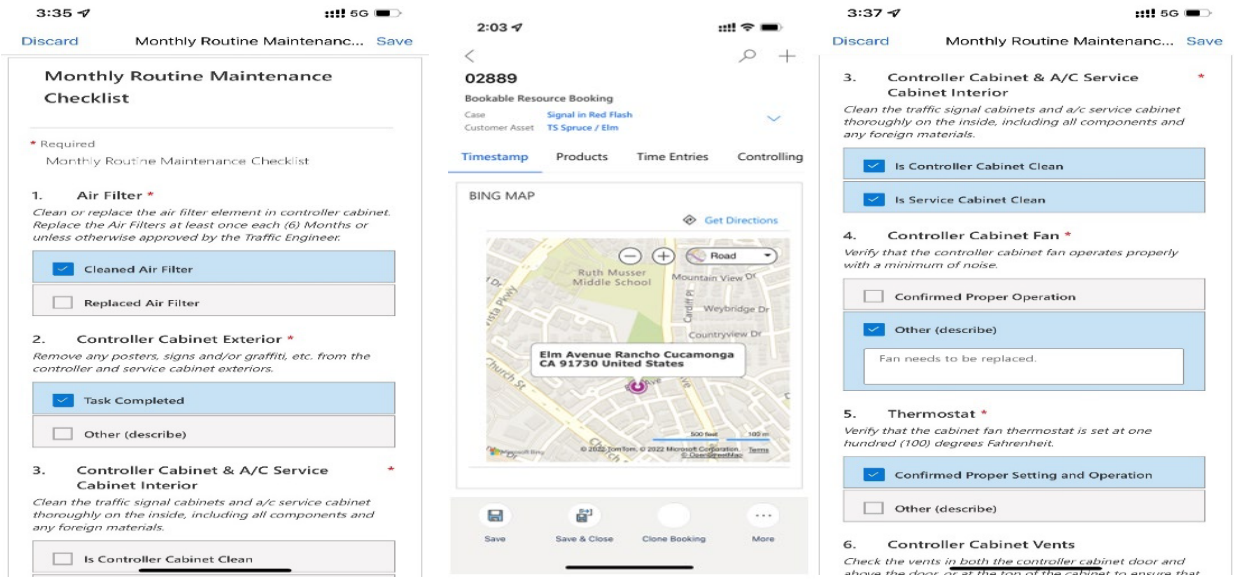
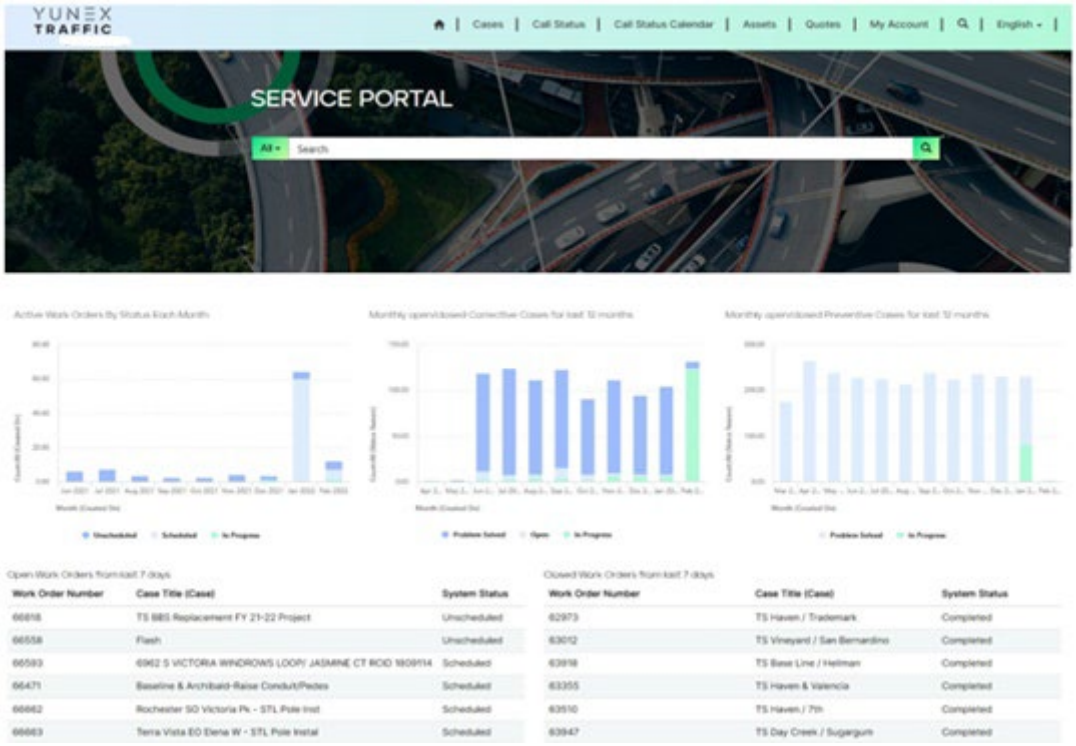



## Customer Portal

The SBP Customer Portal gives our customers access to:

- Monitor real-time status of routine maintenance and service calls
- Location history (sort/filter by date, location, call type, etc.)
- Overall historical maintenance and repair data
- Real-time equipment inventories, maps, and event reporting
- Asset management (including digital photographs, GIS data, etc.)



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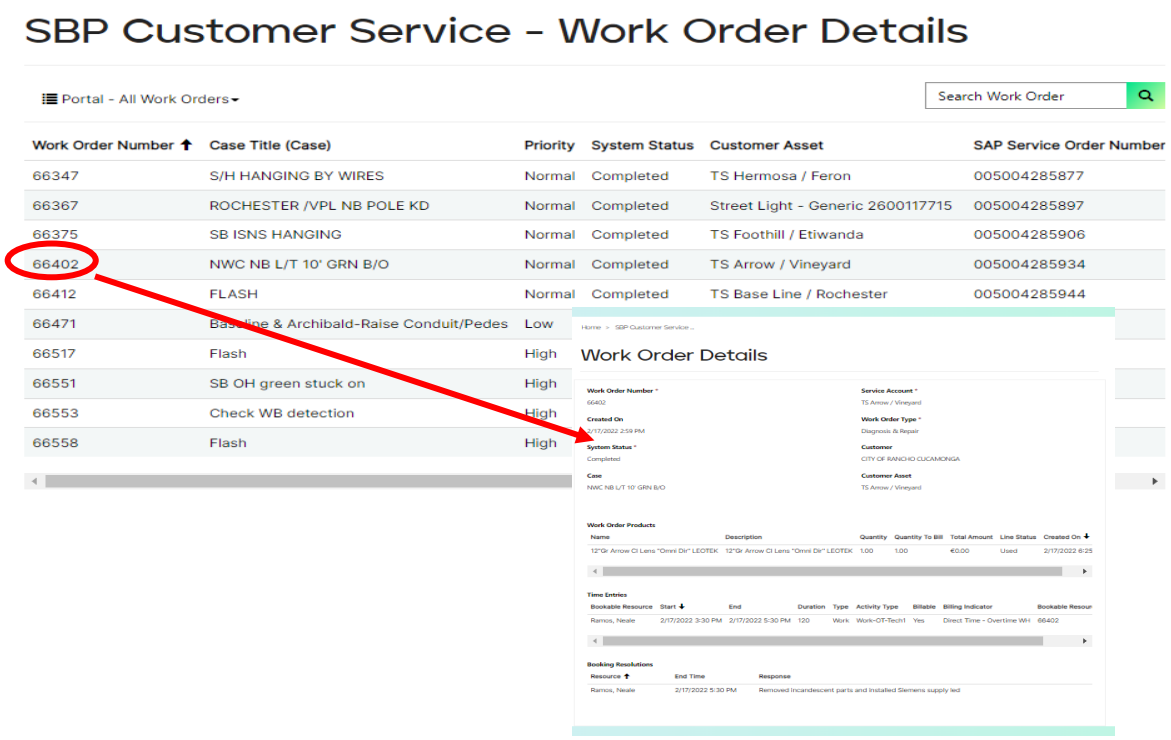


**Tracking as Related to Invoicing**

In addition to our Customer Portal, you will receive a monthly detailed billing report with each invoice that lists labor and equipment hours billed for each service order.

**TS B - Merrill / Bloomington / Riverside**

Date Completed: **Fri, MAR/18/2016 01:00** Work Order #: **5002764108** Debit Memo Req. **3801177197**

Description: **NEC POLE KD * CALLER: PD**

Response: **REMOVED DAMAGED EQUIPMENT. DRILLED & INSTALLED NEW 1D POLE, TV2T, TWO 3 SEC. PV HEAD S WITH ARROW LENSES, 2 R, 2 Y & 2 G PV LEDS, COUNT-DOWN COMBO M8 LED. RE-USED PEDHEAD & PPB ASSY. REPLACED PPB AND DIRECTIONAL PLATE. OLD S/H WEREN'T PROGRAM. WILL FOLOW UP WITH BALL LENSES & PROGRAM S/H'S IF CITY WANT THEM PROGRAMMED.**

| Item: | Qty and Unit Cost | Extra Charges | Routine Maint. | |
|---|---|---|---|---|
| ELECTRICIAN (RT) | 12.000 H @ per H | $ | $ 0.00 | |
| ELECTRICIAN (OT) | 8.000 H @ per H | $ | $ 0.00 | |
| ELECTRICIAN (PT) | 6.000 H @ per H | $ | $ 0.00 | |
| SERVICE BUCKET TRUCK | 26.000 H @ per H | $ | $ 0.00 | |
| MATERIALS | 1 PC @ per PC | $ | $ 0.00 | |
| | Visit Total | $ | $ 0.00 | |
| | Total | $ | $ 0.00 | $ |

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**III.** In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

a. In-person meetings and/or teleconferences.

b. Email updates/questions to applicant team and City while reviews are underway.

c. Conference calls.

**IV.** All work product is subject to review and acceptance by City, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

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# 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.

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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**_____

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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.

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# EXHIBIT "C"
# SCHEDULE OF COMPENSATION

**I. Consultant shall perform the tasks ("Tasks") not to exceed the rates in Exhibit "C1-1"**

**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.

**IV. Consultant's billing rates for all personnel are attached as Exhibit C-1.**

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# EXHIBIT "C-1"
# CONSULTANT'S BILLING RATE AND TASK SCHEDULE

YUNEX TRAFFIC

**PRICE PROPOSAL FORM**

All proposals submitted shall have a stated dollar bid amount for providing the services outlined in the Scope of Services. All proposals shall include a full and complete breakdown of all the costs, and proposed fees including but not limited to hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, miscellaneous fees, etc., and include a Grand Total Amount to complete this project and fulfill the entire scope of services herein.

**BID SCHEDULE – TRAFFIC SIGNAL MONTHLY MAINTENANCE AND REPAIR SERVICES**

Monthly routine maintenance services shall include routine inspection, preventative maintenance and repairs of traffic signal systems, interconnect, safety lights and illuminated street name signs, per intersection, per month.

| ITEM NO. | DESCRIPTION OF ITEM | MONTHLY UNIT PRICE | ANNUAL PRICE |
|---|---|---|---|
| 1. | Ramsey Street & Hargrave Street Routine Monthly Maintenance Services | $81.00 | $972.00 |
| 2. | Ramsey Street & Sunset Avenue Routine Monthly Maintenance Services | $81.00 | $972.00 |
| 3. | Ramsey Street & 4th Street Routine Monthly Maintenance Services | $81.00 | $972.00 |
| 4. | Ramsey Street & 8th Street Routine Monthly Maintenance Services | $81.00 | $972.00 |
| 5. | Ramsey Street & 22nd Street Routine Monthly Maintenance Services | $81.00 | $972.00 |
| 6. | Ramsey Street & San Gorgonio Avenue Routine Monthly Maintenance Services | $81.00 | $972.00 |
| 7. | Ramsey Street & Hathaway Street Routine Monthly Maintenance | $81.00 | $972.00 |
| 8. | Wilson Street & Mountain Avenue Routine Monthly Maintenance Services | $81.00 | $972.00 |

**TOTAL BID AMOUNT IN FIGURES – SCHEDULE I** $648.00 (Monthly) or $7,776.00 (Annually)

**TOTAL BID AMOUNT IN WORDS – SCHEDULE I:** Six Hundred Forty Eight Dollars and Zero Cents (Monthly) or Seven Thousand, Seven Hundred Seventy Six Dollars and Zero Cents (Annually)

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YUNEX TRAFFIC

# City of Banning
# Traffic Signals Maintenance & Repair Services
# Cost Schedule

## Labor Rates

| Item Description | Unit | Regular Time | Overtime | Premium Time |
|---|---|---|---|---|
| Foreman | Hourly | $138.00 | $173.00 | $208.00 |
| Traffic Signal Technician – Field | Hourly | $131.00 | $162.50 | $193.50 |
| Traffic Signal Technician – Lab | Hourly | $131.00 | $162.50 | $193.50 |
| Laborer | Hourly | $105.00 | $149.25 | $149.25 |

**Regular, Overtime, and Premium time explanation:**

- Regular Hours are Monday thru Friday (excluding holidays) from 7:30am to 4:00pm.
- Overtime Hours are Monday thru Friday after these work hours for the first four straight hours on any job as well as Saturday for the initial 8 working hours.
- Premium Hours are Monday thru Friday after four hours of OT on any one job, Saturdays after 8 hours on any one job, all day Sunday starting at 12:00am until Monday at 7:30am and all holidays starting at 12:00am until the next morning at 7:30am.

## Equipment Rates

| Item Description | Unit | Unit Price |
|---|---|---|
| Service Truck | Hourly | $29.00 |
| Bucket Truck | Hourly | $32.00 |
| Crane Truck | Hourly | $65.00 |
| Arrow Board | Hourly | $5.00 |
| Air Compresser with tools | Hourly | $5.00 |

## Material Markup

| Item Description | % |
|---|---|
| Material Markup | 10% |

## Miscellaneous Items

| Item Description | Unit | Unit Price |
|---|---|---|
| Type E Loop (6' Round) | Each | $650.00 |
| CMU Testing | Each | $160.00 |

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## Project Schedule:

**Banning - Traffic Signals Maintenance & Repair Services - Proposed Schedule**

Project Lead: City of Banning
Start Date: 8/1/2023 Tuesday

| WBS | Tasks | Task Lead | Start | End | Duration (Days) | % Complete | Working Days | Days Complete | Days Remaining |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Monthly Preventative Maintenance | Yunex | 8/1/23 | 8/31/23 | 31 | | 23 | 0 | 31 |
| 1.1 | Extraordinary Maintenance (As-Needed) | | | | | | | | |
| 1.2 | Emergency Response (As-Needed) | | | | | | | | |
| 1.3 | Air Filter Replacement (Semi-Annually) | | | | | | | | |
| 2 | Monthly Preventative Maintenance | Yunex | 9/1/23 | 9/30/23 | 30 | | 21 | 0 | 30 |
| 2.1 | Extraordinary Maintenance (As-Needed) | | | | | | | | |
| 2.2 | Emergency Response (As-Needed) | | | | | | | | |
| 3 | Monthly Preventative Maintenance | Yunex | 10/1/23 | 10/31/23 | 31 | | 22 | 0 | 31 |
| 3.1 | Extraordinary Maintenance (As-Needed) | | | | | | | | |
| 3.2 | Emergency Response (As-Needed) | | | | | | | | |
| 4 | Monthly Preventative Maintenance | Yunex | 11/1/23 | 11/30/23 | 30 | | 22 | 0 | 30 |
| 4.1 | Extraordinary Maintenance (As-Needed) | | | | | | | | |
| 4.2 | Emergency Response (As-Needed) | | | | | | | | |
| 5 | Monthly Preventative Maintenance | Yunex | 12/1/23 | 12/31/23 | 31 | | 21 | 0 | 31 |
| 5.1 | Extraordinary Maintenance (As-Needed) | | | | | | | | |
| 5.2 | Emergency Response (As-Needed) | | | | | | | | |
| 6 | Monthly Preventative Maintenance | Yunex | 1/1/24 | 1/31/24 | 31 | | 23 | 0 | 31 |
| 6.1 | Extraordinary Maintenance (As-Needed) | | | | | | | | |
| 6.2 | Emergency Response (As-Needed) | | | | | | | | |
| 7 | Monthly Preventative Maintenance | Yunex | 2/1/24 | 2/29/24 | 29 | | 21 | 0 | 29 |
| 7.1 | Extraordinary Maintenance (As-Needed) | | | | | | | | |
| 7.2 | Emergency Response (As-Needed) | | | | | | | | |
| 7.3 | Air Filter Replacement (Semi-Annually) | | | | | | | | |
| 8 | Monthly Preventative Maintenance | Yunex | 3/1/24 | 3/31/24 | 31 | | 21 | 0 | 31 |
| 8.1 | Extraordinary Maintenance (As-Needed) | | | | | | | | |
| 8.2 | Emergency Response (As-Needed) | | | | | | | | |
| 9 | Monthly Preventative Maintenance | Yunex | 4/1/24 | 4/30/24 | 30 | | 22 | 0 | 30 |
| 9.1 | Extraordinary Maintenance (As-Needed) | | | | | | | | |
| 9.2 | Emergency Response (As-Needed) | | | | | | | | |
| 10 | Monthly Preventative Maintenance | Yunex | 5/1/24 | 5/31/24 | 31 | | 23 | 0 | 31 |
| 10.1 | Extraordinary Maintenance (As-Needed) | | | | | | | | |
| 10.2 | Emergency Response (As-Needed) | | | | | | | | |
| 11 | Monthly Preventative Maintenance | Yunex | 6/1/24 | 6/30/24 | 30 | | 20 | 0 | 30 |
| 11.1 | Extraordinary Maintenance (As-Needed) | | | | | | | | |
| 11.2 | Emergency Response (As-Needed) | | | | | | | | |
| 12 | Monthly Preventative Maintenance | Yunex | 7/1/24 | 7/31/24 | 31 | | 23 | 0 | 31 |
| 12.1 | Extraordinary Maintenance (As-Needed) | | | | | | | | |
| 12.2 | Emergency Response (As-Needed) | | | | | | | | |