AGENDA

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

October 8, 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 Todd Oldenburg of Thrive Church

1.2 PLEDGE OF ALLEGIANCE

1.3 ROLL CALL

2. AGENDA APPROVAL

2.1 AGENDA APPROVAL

3. PRESENTATIONS

3.1 Proclamation - Fire Prevention Week
Recommendation: Staff respectfully recommends City Council proclaim October 6 through 12, 2024 as Fire Prevention Week.

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

Consideration of the Appointment of Two Members of the City Council to a 2x2x2 Ad Hoc

Committee for the Purpose of Discussing Truck Routes in the Pass Area
Recommendation: Appoint two members of the City Council to serve on a 2x2x2 Ad Hoc committee with City Council representatives from the City of Beaumont and City of Calimesa for the purpose of discussing truck routes in the Pass Area.

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 September 24, 2024 City Council Meetings
Recommendation: Approve the minutes of the September 24, 2024 City Council Meetings.

6.2 Accept an Easement for Public Street and Utility Purposes from the San Gorgonio Memorial Hospital for the Construction and Operation of a Two-Bay Bus Stop on Highland Springs Avenue South of Wilson Street
Recommendation: Accept the easement from San Gorgonio Memorial Hospital.

6.3 Authorize the City Manager to Sign the Notice of Completion for "Well M12A Groundwater Production Well Drilling, Construction, Development and Testing" and Direct the City Clerk to Record the Notice of Completion
Recommendation: Approve the Notice of Completion.

6.4 Consideration of Resolution 2024-156, Approving a Professional Services Agreement with UBEO Business Services LLC for Scanning and Indexing Services for $55,000
Recommendation: Adopt Resolution 2024-156.

6.5 Consideration of Resolution 2024-157, Authorizing the Purchase of 10 Additional Getac Body Worn Cameras, Accessories, and Multi-dock Charging Stations
Recommendation: Adopt Resolution 2024-157.

6.6 Consideration of Resolution 2024-158, Amending the Classification and Compensation Plan
Recommendation: Adopt Resolution 2024-158.

6.7 Consideration of Resolution 2024-159, Accepting Community Development Block Grant (CDBG) Funds for Fiscal Year 2024/2025 in the Amount of $159,408 for the Banning Senior Center (5.BN.61-24) in the Amount of $43,144; Dysart Park Improvement Project (5.BN.62-24) in the Amount of $105,000; and Banning Peace Center Food Program (5.BN.63-24) in the amount of $11,264
Recommendation: Adopt Resolution 2024-159.

6.8 Consideration of Resolution 2024-160, Authorizing the City Manager, or Designee, to Execute Agreements with the California Department of Transportation for the City of Banning
Recommendation: Adopt Resolution 2024-160.

6.9 Consideration of Resolution 2024-161, Authorizing the City Manager to Execute a Grant Agreement with the Riverside County Transportation Commission for $5,000,000 in Contribution to the Hargrave Grade Separation Project

Recommendation: Adopt Resolution 2024-161.

6.10 Consideration of Resolution 2024-162, Approving Payment Processing Fee Changes for Utility Billing as of November 1, 2024
Recommendation: Adopt Resolution 2024-162.

6.11 Consideration of Resolution 2024-163, Approving Additional Funding for the City's Weed Abatement Program from a total of $120,000 to $300,000 for Fiscal Year 2024/2025 and Approving Amendment No. 1 to Professional Service Agreements with CM Landscapes, Integrity Arborist & Ecoscape, Inc, and Mariposa Landscapes, Inc.
Recommendation: Adopt Resolution 2024-163.

6.12 Accept Street Monuments for Tracts 37389-2 and 37389-3 (Atwell Planning Areas 10 and 11) and Release Monumentation Bonds
Recommendation: City Council accept the street monuments and release the related monumentation bonds.

7. PUBLIC HEARINGS

8. REPORTS OF OFFICERS

8.1 Consideration of Resolution 2024-164, Adopting the Revised Banning Procedural Manual
Recommendation: Adopt Resolution 2024-164.

8.2 Presentation and Update on the Banning Electric Utility Public Benefits Fund
Recommendation: Receive and File.

9. DISCUSSION ITEMS

9.1 Reconsideration Request by Sun Lakes Highland, LLC on the City Council's Decision of September 10, 2024 to Adopt Resolution 2024-151, Denying Entitlement Applications (Tentative Parcel Map 38164 and Design Review DR 21-7008) for the Banning Point Project
Recommendation: It is recommended that the City Council review the materials submitted by Sun Lakes Highland, LLC, in accordance with Section 17.68.140 of the Municipal Code and Section 11.3(d) of the City Council Manual of Procedural Guidelines, and provide direction to staff on whether the City Council believes it is warranted to reconsider its September 10, 2024 denials of the Tentative Parcel Map and Design Review applications by scheduling the matter for a future public hearing by the City Council. In order for the matter to be reconsidered and scheduled for a new public hearing, a member of the City Council who voted with the majority to deny the two applications and adopt Resolution 2024-151 would need to make a motion to reconsider that action.
The motion would need to be seconded by any member of the City Council, and the motion would need to pass with a majority vote.

9.2 Discussion of the Topics Covered at the August 8, 2024 General Plan Advisory Committee Meeting
Recommendation: Receive, File, and Discussion Only.

9.3 Receive and File Opportunity Village Project Update
Recommendation: Receive and File

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. Developer Presentation for Sunset Crossroads Project (Flynn)
7. City Manager Evaluation (Flynn)
8. All Active Lawsuits against the City (Flynn)
9. Increased Compensation for City Treasurer and City Clerk (Flynn)

11. ADJOURNMENT

Next Regular Meeting – October 22, 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

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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: **October 8, 2024**

SUBJECT: **Proclamation - Fire Prevention Week**

RECOMMENDATION:

Staff respectfully recommends City Council proclaim October 6 through 12, 2024 as Fire Prevention Week.

BACKGROUND:

N/A

JUSTIFICATION:

N/A

FISCAL IMPACT:

None

ALTERNATIVES:

N/A

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Proclamation - Fire Prevention Week.pdf

CITY OF BANNING
OFFICE OF THE MAYOR

Proclamation

WHEREAS *Fire Prevention Week is observed each year during the week of October 9th in commemoration of the Great Chicago Fire, which began on October 8, 1871, and caused devastating damage; and*

WHEREAS *since 1922, the NFPA has sponsored the public observance of Fire Prevention Week; and*

WHEREAS *in 1925, President Calvin Coolidge proclaimed Fire Prevention Week a national observance, making it the longest-running public health observance in our country; and*

WHEREAS *during Fire Prevention Week, children, adults, and teachers learn how to stay safe in case of a fire; and*

WHEREAS *in a fire, mere seconds can mean the difference between a safe escape and a tragedy.*

NOW THEREFORE*, the City of Banning City Council do hereby proclaim:*

October 6 - 12, 2024

as

Fire Prevention Week

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

BE IT PROCLAIMED *this 8th day of October, 2024.*

Alberto Sanchez, Mayor

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Doug Schulze, City Manager**
MEETING DATE:	**October 8, 2024**
SUBJECT:	**Consideration of the Appointment of Two Members of the City Council to a 2x2x2 Ad Hoc Committee for the Purpose of Discussing Truck Routes in the Pass Area**

RECOMMENDATION:

Appoint two members of the City Council to serve on a 2x2x2 Ad Hoc committee with City Council representatives from the City of Beaumont and City of Calimesa for the purpose of discussing truck routes in the Pass Area.

BACKGROUND:

The Beaumont City Council directed City Manager Elizabeth Gibbs to contact the cities of Banning and Calimesa to entertain forming a 2x2x2 Ad Hoc Committee for the purpose of discussing truck routes in the Pass Area. The City of Beaumont will appoint two members to the Ad Hoc committee at its October 1, 2024 meeting.

JUSTIFICATION:

Coordination and communication between the Pass area elected officials will improve relationships between the cities and lead to better decisions for residents in all communities.

FISCAL IMPACT:

None.

ALTERNATIVES:

An alternative is for the City Council to not participate in the 2x2x2 Ad Hoc Committee.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk** **Doug Schulze, City Manager**
MEETING DATE:	**October 8, 2024**
SUBJECT:	**Approval of the Meeting Minutes for the September 24, 2024 City Council Meetings**

RECOMMENDATION:

Approve the minutes of the September 24, 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.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. 2024 09 24_Minutes_Special Meeting - Closed Session.pdf
2. 2024 09 24_Minutes_Special Meeting - Workshop.pdf
3. 2024 09 24_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 **9/24/2024**
CITY COUNCIL **SPECIAL MEETING**

COUNCIL MEMBERS PRESENT: Council Member Sheri Flynn* *Arrived at 3:01 p.m.*
Council Member David Happe
Mayor Alberto Sanchez
Council Member Colleen Wallace

COUNCIL MEMBERS ABSENT: Mayor Pro Tem Rick Minjares

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

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	✕	

*Arrived at 3:01 p.m.

2. PUBLIC COMMENT – *Agenda Items*

None

3. CLOSED SESSION

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

3.1 CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6

Agency Designated Representatives: Doug Schulze, City Manager; Lincoln Bogard, Administrative Services Director; Art Vela, Director of Public Works; Nicole Jews, Human Resources Manager; Oliver Yee, City Counsel (Liebert, Cassidy and Whitmore) Employee Organization: International Brotherhood of Electrical Workers (IBEW) General Unit; International Brotherhood of Electrical Workers (IBEW) Utility Unit; Teamsters; Banning Police Management Association (BPMA)

4. ADJOURNMENT

The Special City Council meeting adjourned at 3:24 p.m.

Minutes Prepared by:



Caroline Patton, Administrative City Clerk

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

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

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

MINUTES **9/24/2024**
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: Lincoln Bogard, Administrative Services Director
Serita Young, City Attorney
Laurie Sampson, Assistant City Manager
Caroline Patton, Administrative City Clerk
Art Vela, Director of Public Works
Nate Smith, Deputy Director of Public Works/City Engineer
John Garside, Multimedia Specialist

1. CALL TO ORDER

Mayor Sanchez called the special meeting to order at 4:00 p.m.

1.1 Roll Call

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

2. PUBLIC COMMENT – *Agenda Items*

- Kathleen Dale

3. WORKSHOP

3.1. City of Banning Reinstatement in County Service Area ("CSA") 152 - National Pollution Discharge Elimination System ("NPDES") Stormwater Assessment

Nate Smith, Deputy Director of Public Works/City Engineer, presented the staff report.

4. ADJOURNMENT

The Special City Council meeting adjourned at 4:45 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:
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The following information comprises the minutes for a regular meeting of the City Council, a joint meeting of the Banning City Council and Banning Utility Authority and a joint meeting of the Banning City Council and the Banning City Council sitting in its capacity as the Successor Agency Board.

MINUTES **9/24/2024**
CITY COUNCIL **REGULAR MEETING**

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

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Lincoln Bogard, Administrative Services Director
Laurie Sampson, Assistant City Manager
Serita Young, City Attorney
Caroline Patton, Administrative City Clerk
John Garside, Multimedia Specialist
Art Vela, Director of Public Works
David Newell, Community Development Director
Emery Papp, Planning Manager

1. CALL TO ORDER

Mayor Sanchez called the regular meeting to order at 5:06 p.m.

1.1. Invocation – Reverend Bill Dunn of St. Stephen's Episcopal Church led the invocation.

1.2. 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.

Motion by Council Member Wallace
Seconded by Council Member Happe

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

Motion approved by a vote of 5-0.

3. PRESENTATIONS

None

4. REPORT ON CLOSED SESSION

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

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

5.1. PUBLIC COMMENTS

The following individuals addressed City Council during Public Comment:

- Lynnea Hagen
- Inge Schuler
- Sue Savage
- Angela Watson
- Fran Hanratty
- Diego Rose
- John Hagen
- Kathleen Dale
- Bill Hobbs

5.2. CORRESPONDENCE

None

5.3. APPOINTMENTS

5.3.1 Consideration of the Appointment of Two Council Members to the Community Development Block Grant (CDBG) Ad-Hoc Committee for FY 2025/2026

Motion to appoint Council Member Flynn and Council Member Happe to the CDBG Ad-Hoc Committee.

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.

5.4. CITY COUNCIL COMMITTEE REPORTS
Council Member Wallace had no report.

Mayor Pro Tem Minjares had no report.

Mayor Sanchez reported on the Hispanic Heritage Month event put on by the Parks and Recreation Department.

Council Member Flynn reported on a Budget and Finance Committee meeting and the Police Chief Meet and Greet event.

Council Member Happe reported on the Police Chief Meet and Greet event and a Riverside County Transportation Commission (RCTC) meeting.

5.5. CITY MANAGER REPORT
Administrative Services Director Bogard introduced David Newell, the new Community Development Director.

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

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

6. CONSENT AGENDA

6.1 Approval of the Meeting Minutes for the September 10, 2024 City Council Meetings
6.2 Receive and File Accounts Payable and Payroll Warrants Issued in the Month of August 2024
6.3 Receive and File Cash and Investments Report for the Month of August 2024
6.4 Receipts, Disbursements, & Fund Balances Reporting for Fiscal Year 2024-25, Period 2, August 2024
6.5 Receive and File Police Department Statistics for the Month of August 2024
6.6 Receive and File Fire Protection Services Statistics for the Month of August 2024
6.7 Public Works Capital Improvement Project Tracking List
6.8 Code Enforcement Update and Statistics for the Month of August 2024
6.9 Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports for August 2024
6.10 City Council Travel and Conference Expense Report Year to Date August 2024

6.11 Accept an Easement from Tri Pointe Homes for Electric Utility Purposes on Accessor's Tract Map No. 37388-3, within the Atwell Development for the Maintenance of the City-Owned Electric Distribution System

6.12 Consideration of Resolution 2024-152, Approving a Professional Services Agreement with Finley Engineering Company, Inc. for the Electric System Master Plan in the Amount of $125,000

6.13 Consideration of Resolution 2024-153, Authorizing the Funding of a New Full-Time Fire Permit Specialist Position and Directing Staff to Prepare for Future Council Review a Second Amendment to the Cooperative Agreement with Riverside County to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the City of Banning

Public Comment

- Kathleen Dale

Motion to adopt consent agenda items 6.1, 6.3 to 6.6, and 6.8 to 6.11.

Motion by Council Member Wallace
Seconded by Mayor Pro Tem Minjares

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

Motion approved by a vote of 5-0.

6.2 Receive and File Accounts Payable and Payroll Warrants Issued in the Month of August 2024

Lincoln Bogard, Administrative Services Director, answered City Council questions about the report.

Public Comments

- Diego Rose

Motion to continue this item to after the next regular meeting of the Budget and Finance Committee (to the October 22, 2024 regular meeting of the City Council).

Motion by Council Member Flynn
Seconded by Council Member Happe

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

Motion approved by a vote of 4-1.

6.7 Public Works Capital Improvement Project Tracking List

Art Vela, Director of Public Works, answered City Council questions about the report.

Public Comments
None

6.12 Consideration of Resolution 2024-152, Approving a Professional Services Agreement with Finley Engineering Company, Inc. for the Electric System Master Plan in the Amount of $125,000

Art Vela, Director of Public Works, answered City Council questions about the report.

Public Comments
- Diego Rose
- Kathleen Dale

Motion to adopt Resolution 2024-152.

Motion by Mayor Pro Tem Minjares
Seconded by Council Member Wallace

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

Motion approved by a vote of 5-0.

6.13 Consideration of Resolution 2024-153, Authorizing the Funding of a New Full-Time Fire Permit Specialist Position and Directing Staff to Prepare for Future Council Review a Second Amendment to the Cooperative Agreement with Riverside County to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the City of Banning

David Newell, Community Development Director, reported to City Council.

Public Comment
None

Motion to adopt Resolution 2024-153, amended to correct the position title to Fire Permit Technician.

Motion by Council Member Wallace
Seconded by Council Member Happe

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

Motion approved by a vote of 5-0.

Mayor Sanchez announced a recess at 6:52 p.m. The meeting was reconvened at 7:10 p.m.

7. PUBLIC HEARING(S)

7.1. Consideration of Resolution 2024-154, Making an Environmental Determination of Exemption under CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations) and Approving A 12-Month Extension of Time for Tentative Tract Map 36710 and Variance 19-3001, a Proposal to Subdivide 10.6 Acres of Land Into 39 Single Family Residential Lots and Three Lettered Lots and a Variance to Allow a Reduced Lot Size and Dimension for Lot 7 Located on the Northeast Corner of East Wilson Street and North Florida Street (APNs: 534-183-014, 534-200-004, 534-200-008, and 534-200-047) within the Low Density Residential Zoning District

Emery Papp, Planning Manager, presented the staff report.

Public Comment

- Beau Cooper spoke on behalf of the applicant in favor of the project

Motion to adopt Resolution 2024-154.

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.

7.2. Consideration of Resolution 2024-155, Making an Environmental Determination of Exemption under CEQA Guidelines Section 15135, and Approving Tentative Parcel Map 38797, for Real Property Located on the South Side of W. Wilson Street, East of 8th Street, in the City of Banning, CA 92220 (APN 540-033-045, -046, -047)

Mayor Pro Tem Minjares recused himself from this agenda item for a non-financial conflict.

Emery Papp, Planning Manager, presented the staff report.

Public Comment
- Amy Minjares spoke on behalf of the applicant in support of the project

Motion to adopt Resolution 2024-155, with an added condition of approval requiring either a circular driveway or a hammerhead driveway for the two lots fronting Wilson Street and a hammerhead driveway for the lot fronting 8th Street.

Motion by Council Member Happe
Seconded by Mayor Sanchez

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

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

8. REPORTS OF OFFICERS

None

9. DISCUSSION ITEM(S)

9.1 Overview and Presentation of Industrial Development Projects in the City of Banning

Emery Papp, Planning Manager, presented the staff report.

Public Comment
- John Hagen

9.2 Discussion of the Banning Electric Utility Emergency Rate Increase Scenarios

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

Public Comment
- Kathleen Dale

10. ITEMS FOR FUTURE AGENDAS

10.1. New Items

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. Developer Presentation on Sunset Crossroads Project (Flynn)
7. City Manager Evaluation (Flynn)
8. All Active Lawsuits against the City (Flynn)
9. ~~Plot Map for Warehouses (Current/Planned) in the City (Flynn)~~
10. Increased Compensation for City Treasurer and City Clerk (Flynn)

11. ADJOURNMENT

Motion to adjourn.

Motion by Mayor Sanchez
Seconded by Council Member Wallace

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

Motion approved by a vote of 5-0.

The meeting was adjourned at 9:24 p.m.

Minutes Prepared by:

Caroline Patton, Administrative City Clerk

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

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

ATTACHMENTS:

Exhibit A – Public Comment Received
Exhibit B – Agenda Item 7.1: Staff Presentation
Exhibit C – Agenda Item 7.2: Staff Presentation
Exhibit D – Agenda Item 9.2: Staff Presentation

Exhibit A

Fran Hanratty
received 9/24/2024

Public Health and Safety

I would like to address health and safety in our city. I have the following items to be addressed:

1. I live in Sun Lakes. Along Sun Lakes Boulevard, between the Country Club main gate and The Lakes on the north side of the street, there are pepper trees that have not been maintained in several years. The branches are dropping down to the ground. There are a couple of palm trees that have not been maintained either as well as a dead tree. I have recent pictures to show the proper departments.

2. I shop at Sun Lakes Village early in the morning to avoid a crowd of shoppers. On the southwest corner of the former Banning Point property across from the bus stops, shopping carts are left and the area has a collection of trash. The shopping center is not being maintained by the property owners as the trash cans are not emptied regularly and the parking lot is not being swept.

3. I would like to see a fence along the west side of the former Banning Point project and along the north side of the Sun Lakes Village Shopping Center to keep people from going on the railroad tracks and mitigate the accumulation of trash.

4. I would like to see our Public Works department and Caltrans clean up along Joshua Palmer on both sides of the fence. Also, Livingston Street between 6th St. and San Gorgonio needs attention as tumble weeds are growing along the freeway side of the street and collecting trash.

I have already addressed these items with the Sun Lakes HOA, Banning Public Works, Caltrans, and Senator Ochoa-Bogh's office. Each one points to the other as responsible. So where does the "buck" stop?

Thank you for your attention and consideration.

Fran Hanratty

4806 W. Glen Abbey Way

Banning, CA 92220

951-330-9194

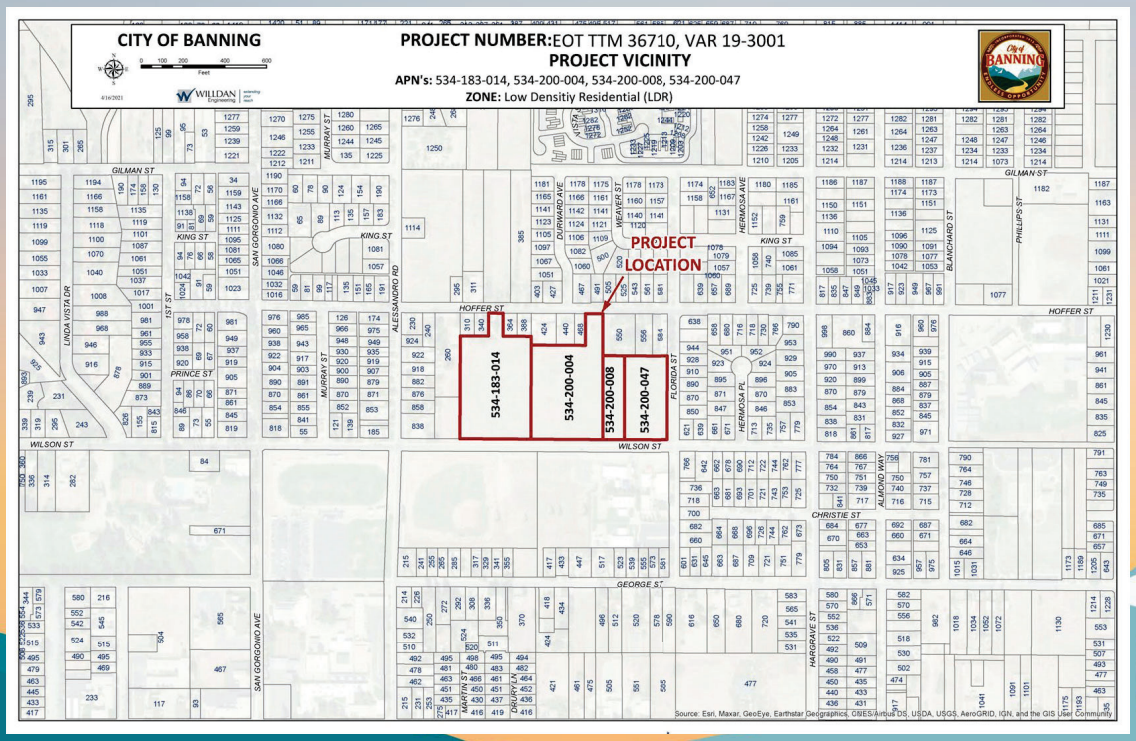
Exhibit B

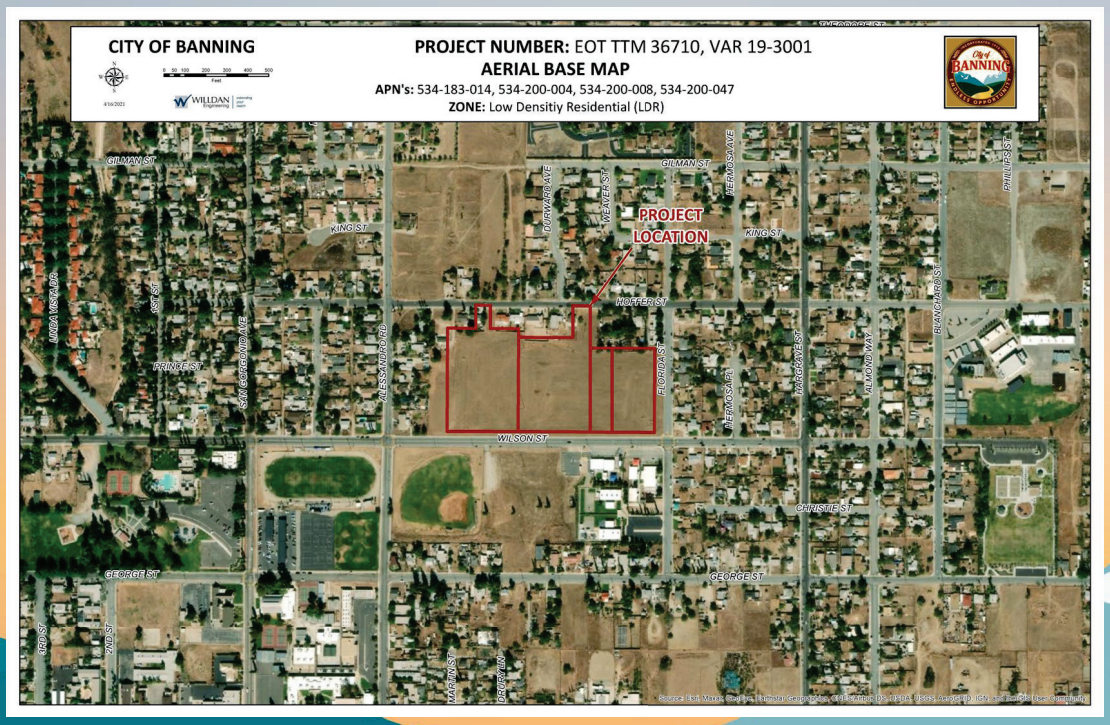
BANNING CALIFORNIA

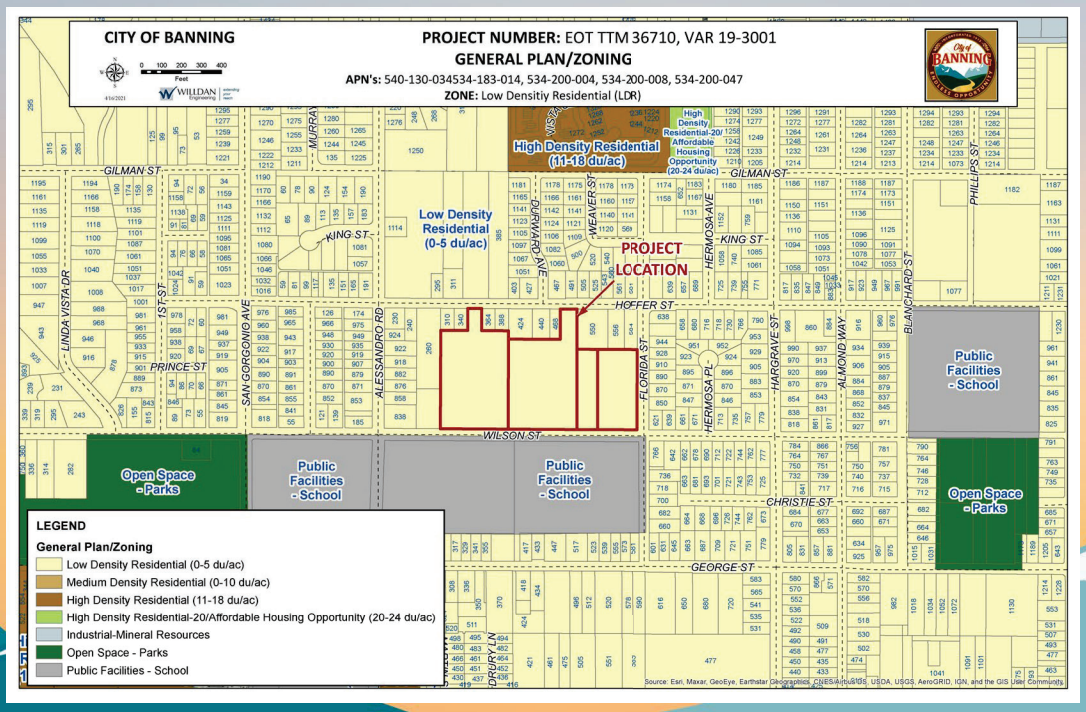
CITY COUNCIL
PUBLIC HEARING ITEM NO. 7.1
SEPTEMBER 24, 2024

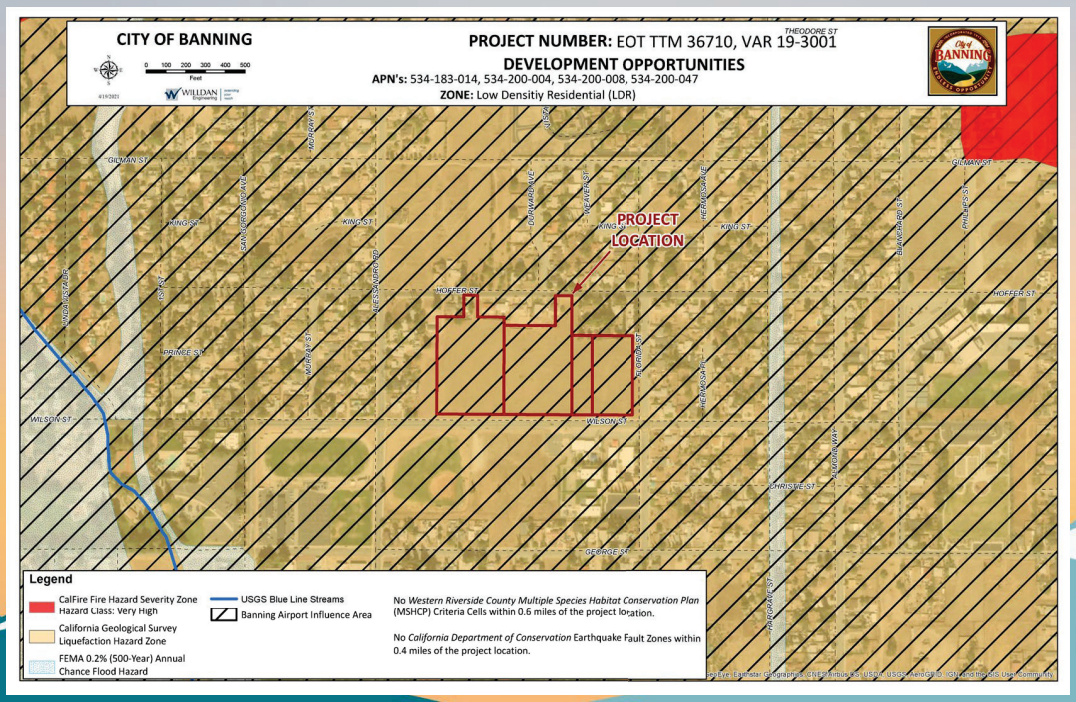
Consideration of Resolution 2024-154, Recommending Approval of an Extension of Time For Tract 36710/Variance 19-3001, a Proposal to subdivide 10.6-acres of land into 39 single-family residential lots, lettered lots and a Variance to allow a reduced lot size for Lot 7 located on the northwest corner of East Wilson Street and North Florida Street (APN's 534-183-014, 534-200-004, 534-200-008 and 534-200-047) within the Low-Density Residential zoning district.

BANNING CALIFORNIA




CITY OF BANNING
PROJECT NUMBER: EOT TTM 36710, VAR 19-3001
AERIAL BASE MAP
APN's: 534-183-014, 534-200-004, 534-200-008, 534-200-047
ZONE: Low Densitiy Residential (LDR)
PROJECT LOCATION
GILMAN ST
KING ST
HOFFER ST
WILSON ST
CHRISTIE ST
GEORGE ST
PRINCE ST
LINDA VISTA DR
1ST ST
2ND ST
3RD ST
SAN GORGONIO AVE
ALESSANDRO RD
DURYARD AVE
WEAVER ST
HERMOSA AVE
FLORIDA ST
MARGRAVE ST
ALMOND WAY
BLANCHARD ST
PHILLIPS ST
MARTIN ST
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community


CITY OF BANNING
PROJECT NUMBER: EOT TTM 36710, VAR 19-3001
GENERAL PLAN/ZONING
APN's: 540-130-034534-183-014, 534-200-004, 534-200-008, 534-200-047
ZONE: Low Densitiy Residential (LDR)
High Density Residential (11-18 du/ac)
High Density Residential-20/Affordable Housing Opportunity (20-24 du/ac)
Low Density Residential (0-5 du/ac)
PROJECT LOCATION
Open Space - Parks
Public Facilities - School
LEGEND
General Plan/Zoning
Low Density Residential (0-5 du/ac)
Medium Density Residential (0-10 du/ac)
High Density Residential (11-18 du/ac)
High Density Residential-20/Affordable Housing Opportunity (20-24 du/ac)
Industrial-Mineral Resources
Open Space - Parks
Public Facilities - School
GILMAN ST
KING ST
HOFFER ST
WILSON ST
CHRISTIE ST
GEORGE ST
PRINCE ST
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Land Use Summary

	Existing Land Use	Zoning Classification	General Plan Designation
Subject Site	Vacant Single-Family Residential	Low Density Residential (LDR)	Low Density Residential (LDR)
North	Existing Single-Family Residential	LDR	LDR
South	Existing School	Public Facilities - School	Public Facilities - School
East	Existing Single-Family Residential	LDR	LDR
West	Existing Single-Family Residential	LDR	LDR

Site Photos, Street Frontage



View East from Wilson Street near Alessandro Road

View West from Wilson Street near Florida Street



Background

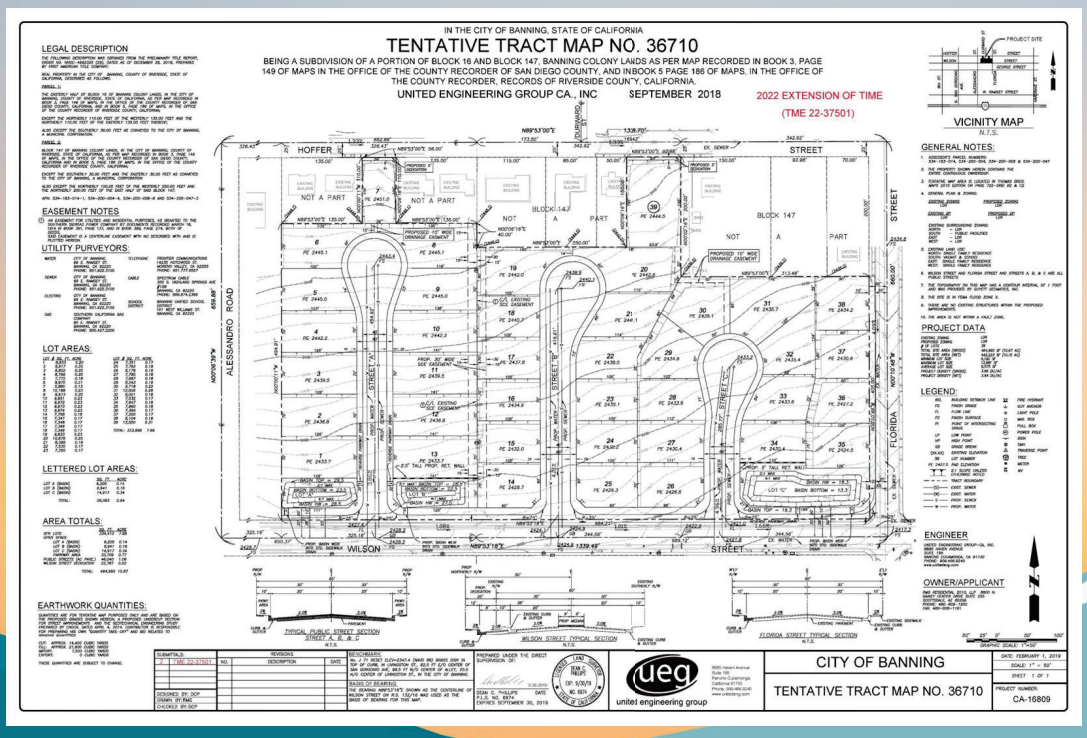
- Originally submitted September 2015 as a PUD, TTM, with a ZC
- Project was recommended for approval by PC on 9/6/17
- Project was "tabled" by CC on 9/26/17
- Applicant submitted revised plans in September 2018
- The revised submittal is the project you are reviewing for an EOT today
- The project was reviewed by ALUC on November 8, 2018 and found to be consistent with the ALUCP
- The Project was approved by the City Council on June 11, 2019 with a MND
- On September 1, 2021, staff approved an 18-month EOT per AB 1561
- On May 9, 2023, the City Council approved a one-year EOT
- On September 4, 2024, the Planning Commission recommended a 2nd Extension of Time

Project Description

Applicant, Beau Cooper, has requested approval of:

- EOT for TPM 36710, a 42-lot subdivision of land in the LDR Zoning District; with 39 numbered lots and 3 lettered lots dedicated for detention basins
- 38 numbered lots meet the development standards for LDR (Section 17.08.030 BMC):
  - Lot Size of 7,000 square feet (Range in size from 7,000 to 13,550 s.f.)
  - Lot Width of 70 linear feet
  - Lot Depth of 90 linear feet
- Lot 7 is 5,880 s.f. and a Variance was approved for this lot
- Total density for the Project is 3.84 d.u./acre

TTM 36710



Public Notice/Comment

Public Notice was Published in the Record Gazette on September 13, 2024

- Notices mailed to property owners within 300’ on September 12, 2024
- No comments were received opposed to or for the project

Environmental Determination

In accordance with the California Environmental Quality Act (CEQA), Planning Division staff has determined that this Project does not require additional or subsequent environmental review, pursuant to the requirements of the California Environmental Quality Act (“CEQA”) Guidelines Section 15162 (Subsequent EIRS and Negative Declaration) because:

There are no substantial changes proposed, there are no new environmental effects, and there is no increase in the severity of previously identified significant effects that require revisions to the previously approved Mitigated Negative Declaration.

There are no substantial changes to the project with respect to the circumstances under which the project is undertaken.

There is no new information of substantial importance, which was not known and could not have been known at the time the previous negative declaration was adopted.

Planning Commission Action

On September 4, 2024, the Planning Commission took the following action:

- Adopted PC Resolution 2024-17, A Resolution of the Planning Commission recommending that the City Council approve an Extension of Time for Tentative Tract Map 36710.

Recommendation

Staff recommends the City Council take the following action:

Adopt Resolution 2024-154, A Resolution of the City Council approving Tentative Parcel Map 36710.

Thank you!

Staff is Available for Questions

Contact Information:

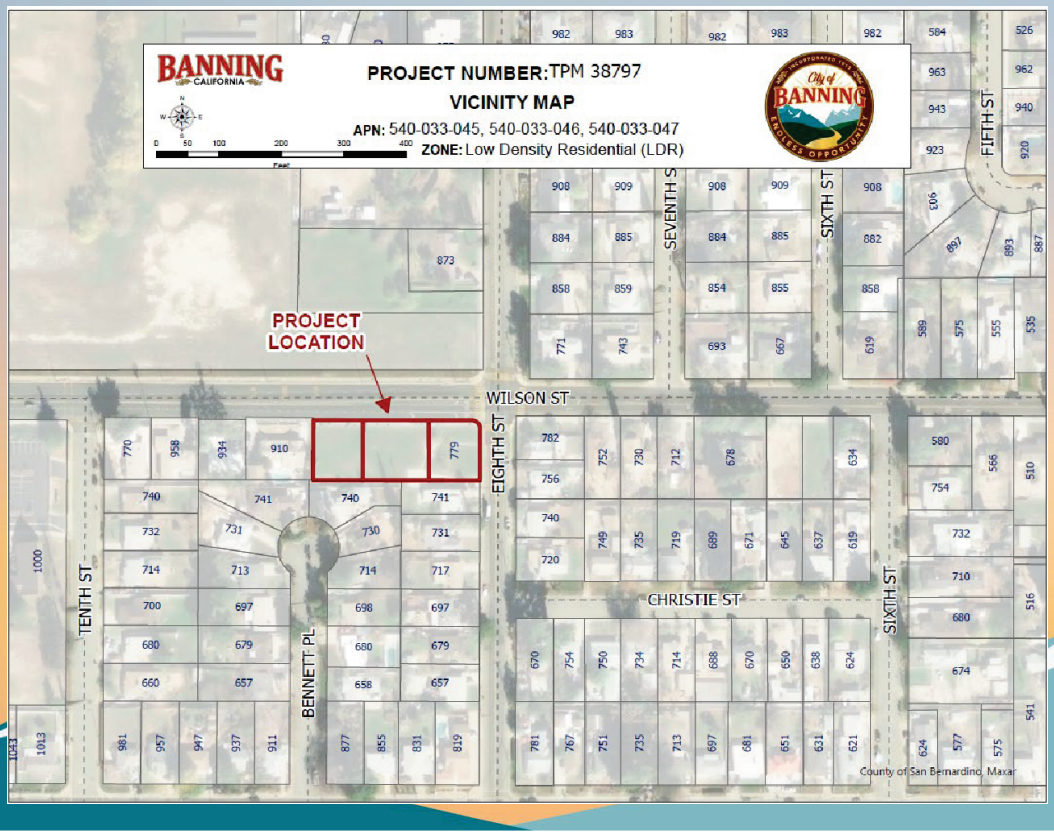
Emery J. Papp, Planning Manager

epapp@banningca.gov

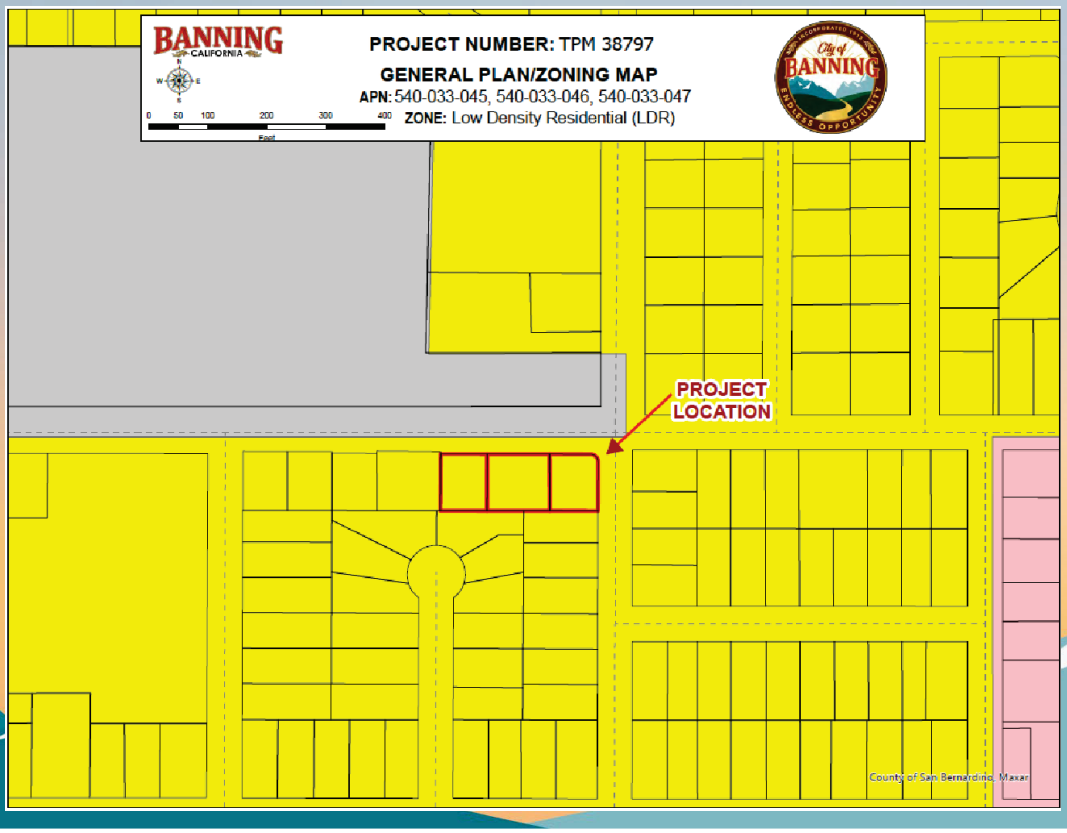
Exhibit C

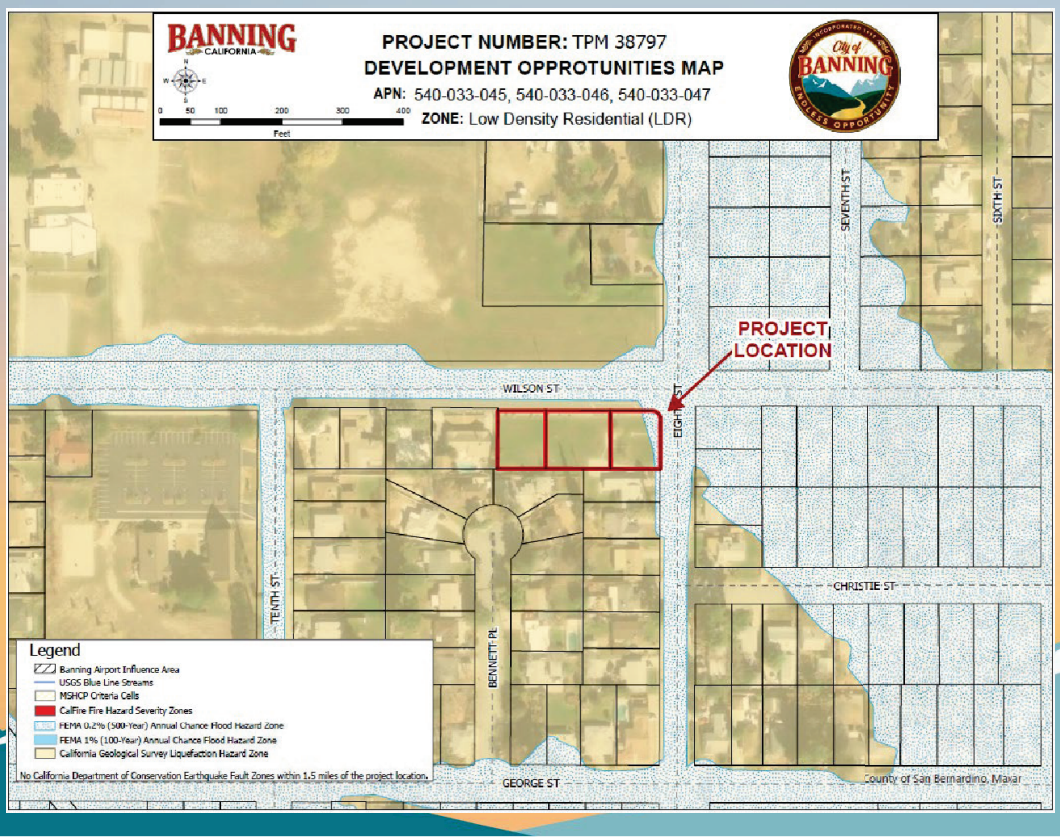
CITY COUNCIL
PUBLIC HEARING ITEM NO. 7.2
SEPTEMBER 24, 2024

Consideration of Resolution 2024-155, Recommending Approval of Tentative Tract Map 38797 for a Proposal to Subdivide 0.6 Acres (26,143 square feet) of Land Into Three Single-Family Residential Lots Located at the Southwest Corner of Wilson Street and 8th Street, in the Low Density Residential Zoning District (APN's 540-033-045, 540-033-046, and 540-033-047).




BANNING
CALIFORNIA
PROJECT NUMBER: TPM 38797
AERIAL BASE MAP
APN: 540-033-045, 540-033-046, 540-033-047
ZONE: Low Density Residential (LDR)
PROJECT LOCATION
WILSON ST
EIGHTH ST
SEVENTH ST
SIXTH ST
FIFTH ST
TWELFTH ST
TENTH ST
BENNETT PL
CHRISTIE ST
SIXTH ST
GEORGE ST
County of San Bernardino, Maxar

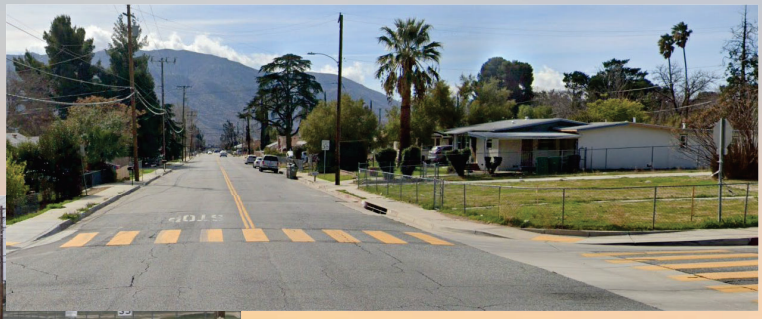

BANNING
CALIFORNIA
PROJECT NUMBER: TPM 38797
GENERAL PLAN/ZONING MAP
APN: 540-033-045, 540-033-046, 540-033-047
ZONE: Low Density Residential (LDR)
PROJECT LOCATION
County of San Bernardino, Maxar



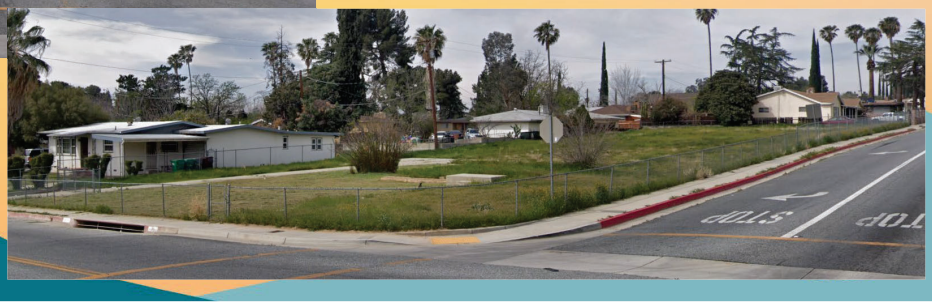
Land Use Summary

	Existing Land Use	Zoning Classification	General Plan Designation
Subject Site	Vacant Single-Family Residential	Low Density Residential (LDR)	Low Density Residential (LDR)
North	Existing School	Public Facilities - School	Public Facilities - School
South	Existing Single-Family Residential	LDR	LDR
East	Existing Single-Family Residential	LDR	LDR
West	Existing Single-Family Residential	LDR	LDR

Site Photos, Street Frontage







Background

Habitat for Humanity of the San Gorgonio Pass Area

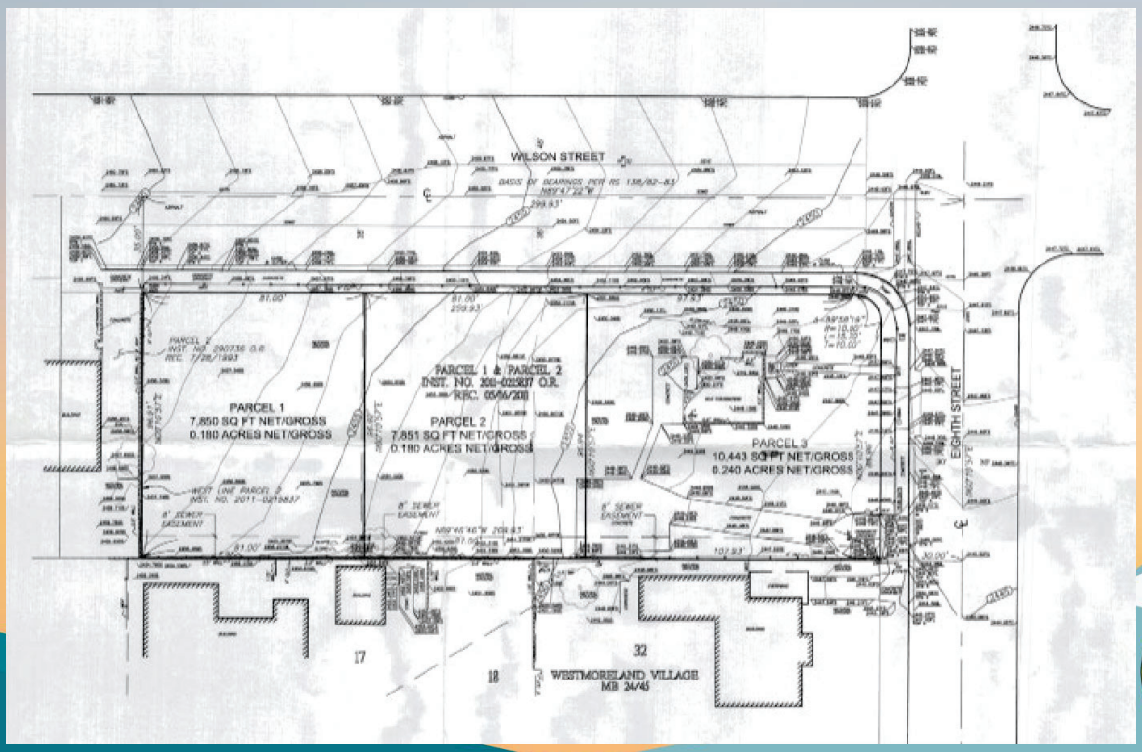
- Is a locally run affiliate of Habitat for Humanity International
- Founded 1999, serves Banning, Beaumont, Cabazon, Calimesa, Cherry Valley
- Has constructed or rehabilitated 15 homes in the City of Banning
- Applied for Tentative Parcel Map on 2/27/2024 (Smart Gov Portal)
- Deemed Complete for Processing on 6/3/2024
- Subject Site is currently vacant land, zoned Low Density Residential (LDR)

Project Description

Applicant, Amy Minjares, Representing Habitat For Humanity of the San Gorgonio Pass Area has requested approval of:

- TPM 38797, a 3-lot subdivision of land in the LDR Zoning District:
- All lots meet the development standards for LDR (Section 17.08.030 BMC):
  - Lot Size of 7,000 s.f. (Lot 1 = 7850, Lot 2 = 7851, Lot 3 = 10443
  - Lot Width of 70 linear feet (Lot 1 = 81, Lot 2 = 81, lot 3 = 107.93)
  - Lot Depth of 90 linear feet (All lots are approximately 97 feet deep)
- An 8-foot easement shall be dedicated for sewer access in 8th Street

TPM 38797



Public Notice/Comment

Public Notice was Published in the Record Gazette on September 13, 2024

- Notices mailed to property owners within 300’ on September 12, 2024
- No comments were received opposed to or for the project

Environmental Determination

In accordance with the California Environmental Quality Act (CEQA), Planning Division staff has determined that this Project is exempt from the requirements of the California Environmental Quality Act (“CEQA”) and State CEQA Guidelines Section 15315 (Minor Subdivision of Land – Class 15 Categorical Exemption). A Notice of Exemption has been prepared for the project.

Planning Commission Action

On September 4, 2024, the Planning Commission took the following action:

- Considered adding a Condition of Approval to require circular driveways on lots fronting Wilson Street, and an onsite turnaround for the lot at the southwest corner of 8th Street and Wilson Street; OR
- Considered adding a Condition for a fire lane along the southerly extent of all three parcels to provide access to/from 8th Street

The Planning Commission opted not to add either condition because the Applicant was not present to address access issues/preferred points of access

- Adopted PC Resolution 2024-16, A Resolution of the City Council approving Tentative Parcel Map 38797.

Recommendation

Staff recommends the City Council take the following action:

Adopt Resolution 2024-155, A Resolution of the City Council approving Tentative Parcel Map 38797.

Thank you!

Staff is Available for Questions

Contact Information:

Emery J. Papp, Planning Manager

epapp@banningca.gov

Exhibit D

BANNING ELECTRIC UTILITY
EMERGENCY RATE INCREASE SCENARIOS – PART II

PRESENTATION TO CITY COUNCIL

NHA | ADVISORS
Financial & Policy Strategies.
Delivered.

September 24, 2024

Background & Objective

- Staff and NHA Advisors presented four options to City Council at the August 27th meeting
- Options ranged from no emergency rate increase ("Do Nothing") to a one-time 64% rate increase ("Cash Recovery in 1 Year") with additional options modeling rate increases in between
- Majority of City Council identified a preference for Option 3B (two 22% rate increases in FY 2025 and 2026), but some council members requested Staff and NHA to explore additional options:
  - Cash Recovery in 3 Years – Modeled here as Option 3C
  - Smaller Bond financing option – Modeled here as Option 4B

Summary of the Updated Options

	Option 3B	Option 3C	Option 4B
Description	Raise Rates over **2-year** period to generate sufficient revenues such that the cash balance becomes positive by the end of FYE 2026 *Only difference from what was shown to Council on 8/27 is that this analysis assumes first rate increase occurs November 1st (vs Oct 1 previously)*	Raise Rates over **3-year** period to generate sufficient revenues such that the cash balance becomes positive by the end of FYE 2027	Use a combination of rate increases and bond financing to replenish cash balance by the end of FYE 2026: Issue $7.2M in debt, in a into a taxable series to raise $3.8M for replenishing cash balance and a tax-exempt series to raise $2.2M to fund capital projects in FYE 2025 and FYE 2026
Rate Increases Needed	22.7% in FYE 2025 22.7% in FYE 2026	14.7% in FYE 2025 14.7% in FYE 2026 14.7% in FYE 2027	13.9% in FYE 2025 13.9% in FYE 2026 5.0% in FYE 2027
Key Next Steps	• Raise rates 22.7%, effective November 1, 2024 • Engage Rate Consultant for 2025 Cost of Service Study	• Raise rates 14.7%, effective November 1, 2024 • Engage Rate Consultant for 2025 Cost of Service Study	• Raise rates 13.9% effective November 1, 2024 • Engage Rate Consultant for 2025 Cost of Service Study • City's financing team brings request for authorization to issue bonds at a future City Council meeting

NHA is not a rate consultant; these required rate increases are estimates, subject to a cost of service study

NHA ADVISORS Financial & Policy Strategies. Delivered.

Impact on Average Single Family Residential Ratepayer

	FYE 2025	FYE 2026	FYE 2027
Date Rate Increases Effective	November 1	November 1	November 1
Scenario 3B (Very Similar to what was Presented to Council on 8/27)			
Rate Increase (Energy Charge Only)	22.7%	22.7%	0%
Cost per kWh	$0.174	$0.214	$0.214
Basic Service Charge*	$37	$45	$45
Avg SFR Monthly Bill**	$136	$165	$165
Scenario 3C – 3-Year Recovery of Cash Balance			
Rate Increase (Energy Charge Only)	14.7%	14.7%	14.7%
Cost per kWh	$0.163	$0.187	$0.214
Basic Service Charge*	$34	$39	$45
Avg SFR Monthly Bill**	$127	$145	$166
Scenario 4B – Smaller Bond Financing (Raise $6M)			
Rate Increase (Energy Charge Only)	13.9%	13.9%	5%
Cost per kWh	$0.162	$0.184	$0.194
Basic Service Charge*	$34	$39	$41
Avg SFR Monthly Bill**	$126	$143	$150

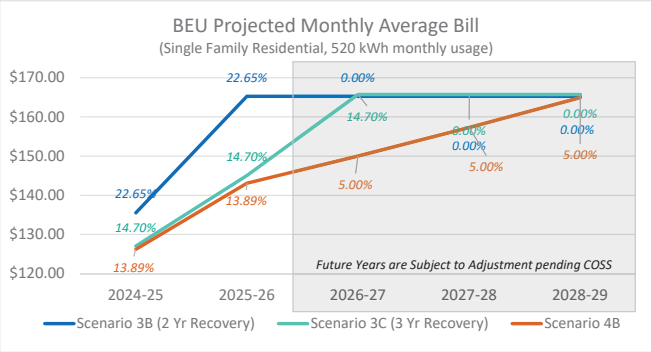
** Shown rounded to the nearest dollar*

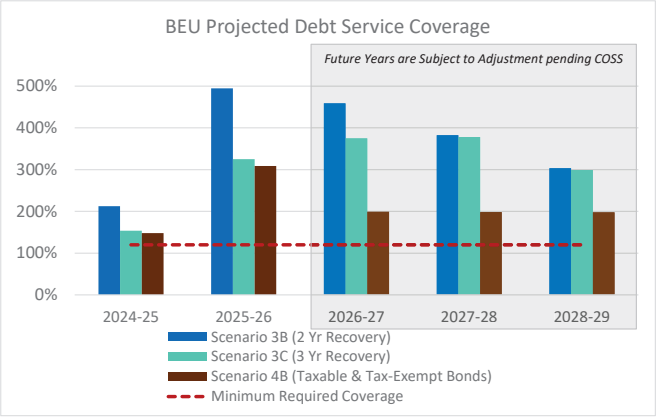
***Estimated bill amount shown includes Basic Service charge, energy consumption charge, Power Cost Adjustment Factor and Public Benefits Surcharge. Assumes rate increases apply to both the energy charge per kWh and Basic Service Charge. Assumes 520 kWh/month of usage.*

NHA is not a rate consultant; these required rate increases are estimates, subject to a cost of service study

NHA ADVISORS Financial & Policy Strategies. Delivered.

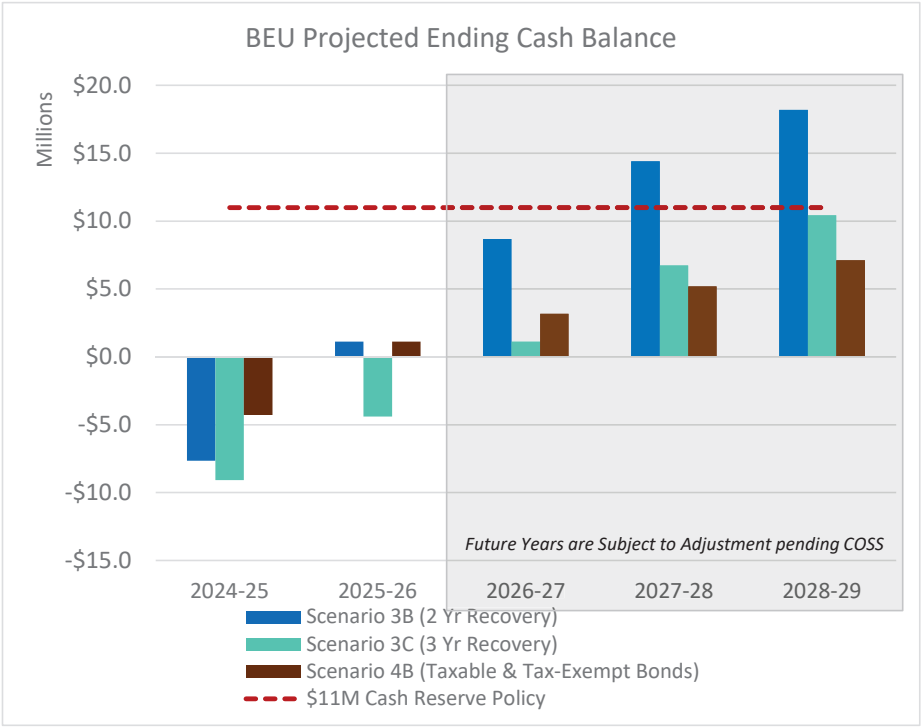
Projected Monthly Avg Bill and Debt Service Coverage





NHA ADVISORS
Financial & Policy Strategies. Delivered.

Projected Ending Cash Balances



NHA ADVISORS
Financial & Policy Strategies. Delivered.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer** **Art Vela, Director of Public Works**
MEETING DATE:	**October 8, 2024**
SUBJECT:	**Accept an Easement for Public Street and Utility Purposes from the San Gorgonio Memorial Hospital for the Construction and Operation of a Two-Bay Bus Stop on Highland Springs Avenue South of Wilson Street**

RECOMMENDATION:

Accept the easement from San Gorgonio Memorial Hospital.

BACKGROUND:

In connection with the Atwell project, Tri-Pointe Homes will construct an expanded bus bay on Highland Springs Ave adjacent to the San Gorgonio Memorial Hospital, replacing a current under developed bus stop at the same location. The bus bay will include space for two (2) busses to be able to pull out of traffic lanes to service the stop. This will provide an improvement over existing operations, as this stop is a time stop for the transit service, meaning that busses can dwell at the current stop for an extended period of time to ensure that the schedule is met. In the current configuration, busses block the dedicated right turn land from Highland Springs Avenue to Wilson Street. In the revised condition, the busses will be clear of the vehicle lanes, removing an obstruction to traffic flow. The expanded bus bay also allows for two busses from Banning Connect or other transit providers to share the space, facilitating transfers between lines and systems.

The plan was developed in coordination with the San Gorgonio Memorial Hospital, who participated in initial design considerations as this project does impact their private property. This final plan was presented to the Hospital for acceptance prior to the Hospital granting an easement to the City of Banning.

JUSTIFICATION:

It is necessary to obtain the Easement for Public Streets and Utilities Purposes in order to construct and maintain the new bus stop on Highland Springs Avenue.

FISCAL IMPACT:

The Easement for Public Streets and Utility Purposes is being offered to the City of Banning by the San Gorgonio Memorial Hospital at no cost to the City.

The construction costs of the facility will be borne by Tri-Pointe Homes.

ALTERNATIVES:

Do no accept the easement and provide alternative direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Easement, Plat and Legal Description.pdf
2. Certificate of Acceptance.docx
3. Certificate of Acceptance.pdf
4. Att. 3 - Highland Spring Bus Bay Plans - REFERENCE.pdf

EXEMPT RECORDING REQUESTED BY City of Banning PER GOV'T CODE 6103 AND WHEN RECORDED MAIL TO: City of Banning – City Clerk P.O. Box 998 Banning, CA 92220 MAIL TAX STATEMENTS TO: City of Banning – City Clerk P.O. Box 998 Banning, CA 92220	

APN: **419-050-018**

EASEMENT – PUBLIC STREET AND UTILITIES PURPOSES

The undersigned, being the present title owner(s) of record of the herein described parcel of land, do hereby grant to the City of Banning, a municipal corporation, and its successors or assigns an easement for public street and utilities purposes, the real property situated in the City of Banning, County of Riverside, State of California, described in Exhibit "A" (legal description) and shown on Exhibit "B" (plat map) attached hereto and incorporated herein by this reference as though set forth in full.

It is understood and agreed that the City of Banning and its successors or assigns shall incur no liability with respect to such easement and shall not assume any responsibility for the offered parcel of land or any improvements thereon or therein, until such offer has been accepted by appropriate action of the City Council, or of the local governing bodies or its successors or assigns.

The provisions hereof shall inure to the benefit of and be binding upon heirs, successors, assigns, and personal representatives of the respective parties hereto.

IN WITNESS THEREOF, these presents have executed this instrument this 23 day of Sept., 2024.

San Gorgonio Memorial Hospital
Individual/Corporation (Type Name)

Steven Barron
Signature

Steven Barron, CEO
Name and Title (Type)

See acknowledgements attached to this document.

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of RIVERSIDE }

On SEPTEMBER 23, 2024 before me, KRISTINA LARA, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared STEVEN ROGER BARRON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

KRISTINA LARA
Notary Public - California
Riverside County
Commission # 2339510
My Comm. Expires Dec 7, 2024

Place Notary Seal and/or Stamp Above

Signature Kristina Lara
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: EASEMENT - PUBLIC STREET AND UTILITIES PURPOSES

Document Date: 9/23/2024 Number of Pages: 5

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

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EXHIBIT "A"

CITY OF BANNING PROJECT ID NO. RW 24-0002

PUBLIC STREET & UTILITY EASEMENT
LEGAL DESCRIPTION

APN: 419-050-018

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN PARCEL 'C' AS DESCRIBED IN A CORPORATION QUITCLAIM DEED, RECORDED MAY 24, 1995, AS INSTRUMENT NO. 165930, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF WILSON STREET, HAVING A HALF WIDTH OF 30.00 FEET AND HIGHLAND SPRINGS AVENUE, HAVING A HALF WIDTH OF 40.00 FEET, AS SHOWN ON PACEL MAP NO. 77-08, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILED IN BOOK 43, PAGES 14 AND 15, RECORDS OF SAID COUNTY;

THENCE ALONG THE CENTERLINE OF SAID HIGHLAND SPRINGS AVENUE SOUTH 0°49'00" EAST 156.86 FEET;

THENCE PERPENDICULAR TO SAID HIGHLAND SPRINGS AVENUE NORTH 89°11'00" EAST 40.00 FEET TO THE EAST RIGHT OF WAY LINE OF SAID HIGHLAND SPRINGS AVENUE, SAID POINT ALSO BEING ON THE WEST LINE OF SAID PARCEL 'C' AND THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID EAST LINE OF HIGHLAND SPRINGS AVENUE AND SAID WEST LINE OF PARCEL 'C' NORTH 89°11"00" EAST 15.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 53.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID NON-TANGENT CURVE BEARS SOUTH 89°11'00" WEST;

THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 22°37'12", AN ARC LENGTH OF 20.92 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 77.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID REVERSE CURVE BEARS NORTH 66°33'48" EAST;

THENCE SOUTHEASTERLY ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 22°37'12", AN ARC LENGTH OF 30.40 FEET;

THENCE SOUTH 0°49'00" EAST 110.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 77.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 22°37'12", AN ARC LENGTH OF 30.40 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 53.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID REVERSE CURVE BEARS NORTH 68°11'48" WEST;

THENCE SOUTHWESTERLY ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 22°37'12", AN ARC LENGTH OF 20.92 FEET, A RADIAL LINE THERETO BEARS SOUTH 89°11'00" WEST;

THENCE SOUTH 89°11'00" WEST 15.00 FEET TO SAID WEST LINE OF PARCEL 'C' AND SAID EAST LINE OF HIGHLAND SPRINGS AVENUE;

THENCE ALONG SAID WEST LINE OF PARCEL 'C' AND SAID EAST LINE OF HIGHLAND SPRINGS AVENUE NORTH 0°49'00" WEST 210.00 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID PUBLIC STREET AND UTILITY EASEMENT CONTAINS 4,782 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, EASEMENTS AND RIGHTS OF RECORDS, IF ANY.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED UNDER THE SUPERVISION OF:

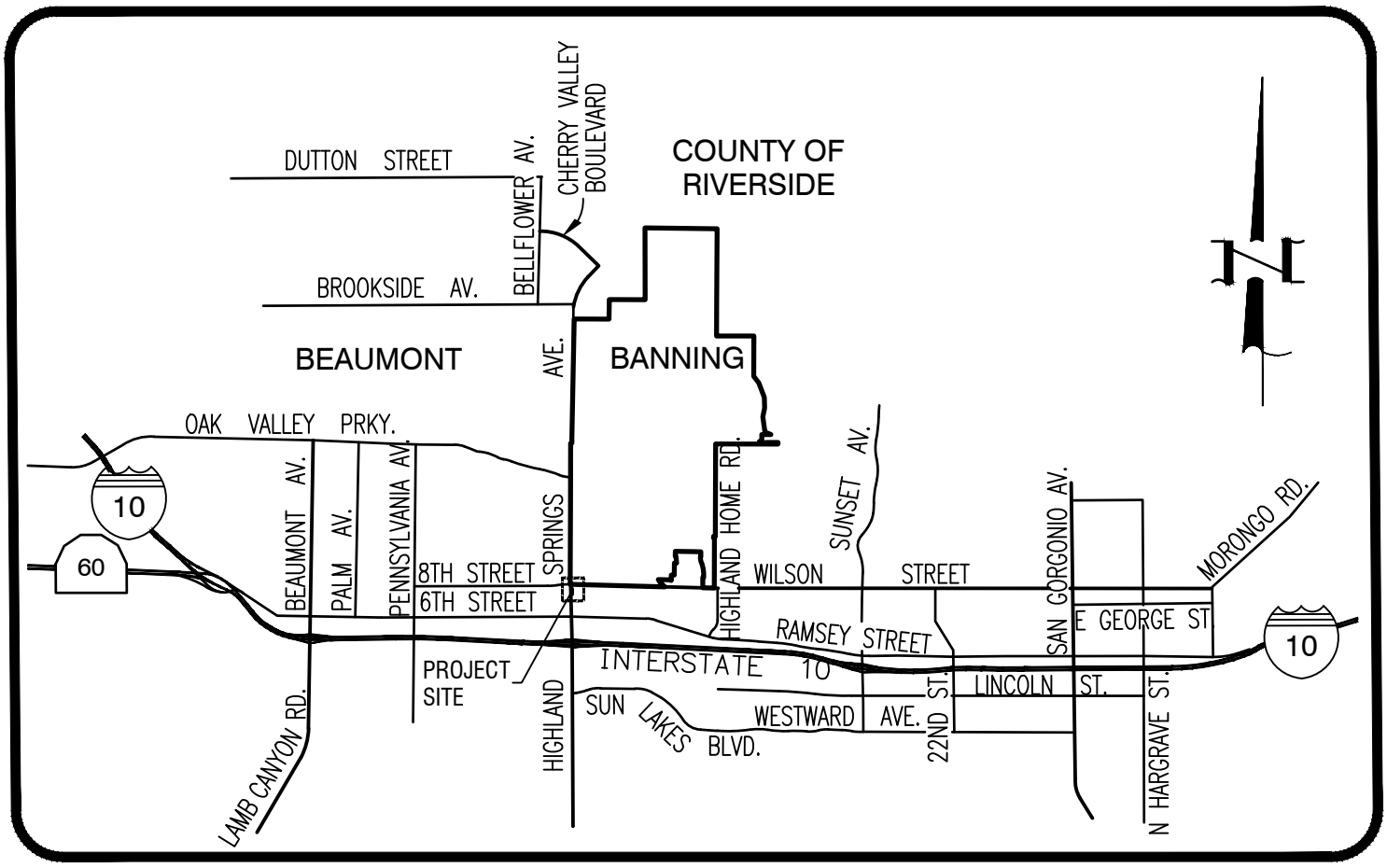
4-3-24

DARYL J. CHRISTIAN, PLS 8554 DATE



EXHIBIT "B"

CITY OF BANNING PROJECT ID NO. RW 24-0002
PUBLIC STREET & UTILITY EASEMENT
BOUNDARY PLAT



PARCEL 'C' AS DESCRIBED IN A CORPORATION QUITCLAIM DEED, RECORDED MAY 24, 1995, AS INSTRUMENT NO. 165930.

OWNER

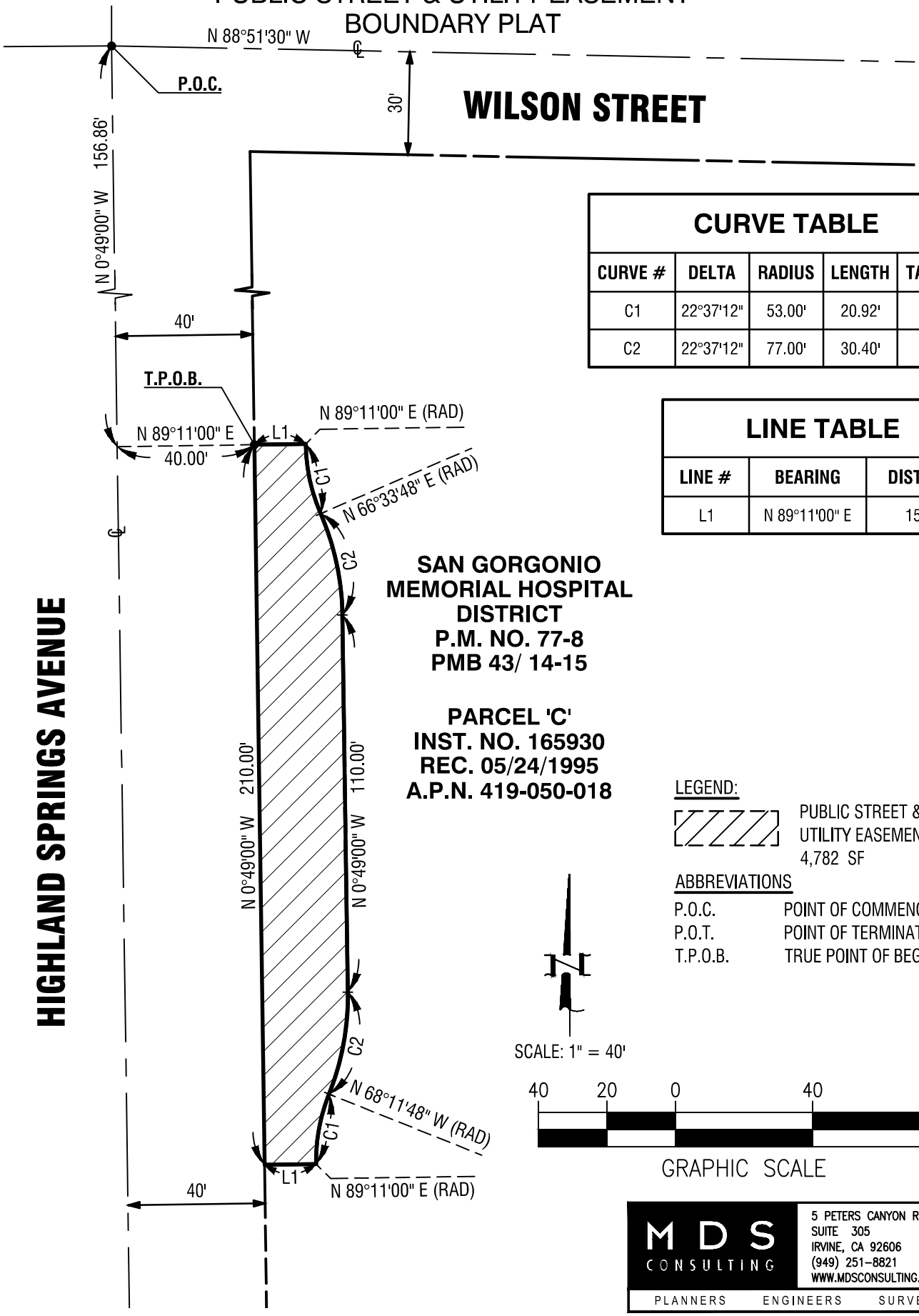
TRI POINTE HOMES
1250 CORONA POINTE COURT
SUITE 600
CORONA, CA 92872

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

MDS CONSULTING
5 PETERS CANYON ROAD
SUITE 305
IRVINE, CA 92606
(949) 251-8821
WWW.MDSCONSULTING.NET
PLANNERS ENGINEERS SURVEYORS

EXHIBIT "B"

CITY OF BANNING PROJECT ID NO. RW 24-0002
PUBLIC STREET & UTILITY EASEMENT
BOUNDARY PLAT



CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	22°37'12"	53.00'	20.92'	10.60'
C2	22°37'12"	77.00'	30.40'	15.40'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 89°11'00" E	15.00'

SAN GORGONIO MEMORIAL HOSPITAL DISTRICT
P.M. NO. 77-8
PMB 43/ 14-15

PARCEL 'C'
INST. NO. 165930
REC. 05/24/1995
A.P.N. 419-050-018

LEGEND:

PUBLIC STREET & UTILITY EASEMENT
4,782 SF

ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.T.	POINT OF TERMINATION
T.P.O.B.	TRUE POINT OF BEGINNING

SCALE: 1" = 40'

40 20 0 40 80

GRAPHIC SCALE

MDS CONSULTING
5 PETERS CANYON ROAD
SUITE 305
IRVINE, CA 92606
(949) 251-8821
WWW.MDSCONSULTING.NET
PLANNERS ENGINEERS SURVEYORS

When Recorded Mail To:
City Clerk
City of Banning
P.O. Box 998
Banning, CA 92220

NO RECORDING FEE PER SECTION 6103 OF THE GOVERNMENT CODE.

SPACE FOR RECORDER'S USE

CERTIFICATE OF ACCEPTANCE

This is to certify that the PUBLIC STREET AND UTILITY EASEMENT from **San Gorgonio Memorial Hospotal** dated 9/23/2024, is hereby accepted by THE CITY OF BANNING pursuant to authority conferred by the City Council this 8th day of October, 2024, and the grantees consent to recordation thereof by its duly authorized agent.

Dated:_____

CITY OF BANNING

By_____
Marie A. Calderon, City Clerk

When Recorded Mail To:
City Clerk
City of Banning
P.O. Box 998
Banning, CA 92220

NO RECORDING FEE PER SECTION 6103 OF THE GOVERNMENT CODE.

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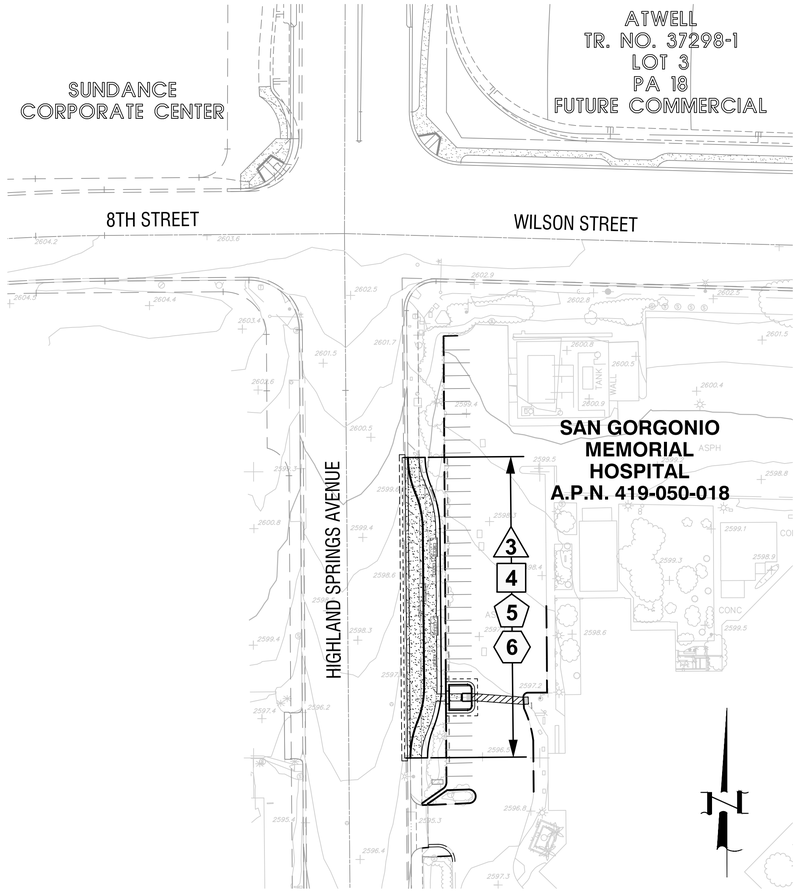
Dated:_____

CITY OF BANNING

By_____
Marie A. Calderon, City Clerk

IN THE CITY OF BANNING, STATE OF CALIFORNIA

STREET IMPROVEMENT PLAN
HIGHLAND SPRINGS AVENUE BUS BAY

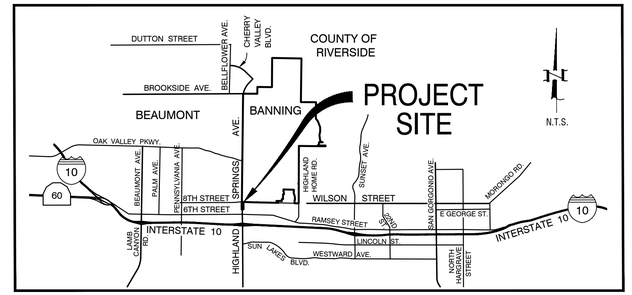


SHEET INDEX MAP

SCALE: 1"=50'

50 0 25 50 100 200

(1"=50')



VICINITY MAP

LEGEND

- RIGHT OF WAY (R.O.W.)
- CENTERLINE
- SIDEWALK
- PROPOSED CURB & GUTTER
- 12" W x — EXISTING 12" WATER LINE
- CATV x — EXISTING CABLE TELEVISION
- TELE x — EXISTING TELEPHONE
- E x — EXISTING ELECTRIC LINE
- REMOVE EXISTING SIDEWALK
- REMOVE EXISTING AC PAVEMENT OVER BASE
- PROPOSED AC PAVEMENT
- GRIND EXISTING AC PAVEMENT AND CONSTRUCT AC OVERLAY
- PROPOSED CONCRETE

- 3 — DEMOLITION PLAN
- 4 — STREET IMPROVEMENT PLAN
- 5 — PAVING, GRADING, DRAINAGE, EROSION & SEDIMENT CONTROL PLAN
- 6 — SIGNING & STRIPING IMPROVEMENT PLAN

ACKNOWLEDGEMENT OF RESPONSIBILITY FOR WORK

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT. THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF BANNING IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

2/6/2024

EDWARD J. LENTH — DATE
R.C.E. # 052496

GENERAL STREET NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THESE PLANS, THE CITY OF BANNING STANDARD PLANS, THE CONTRACT PROVISIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK"). ALL REFERENCE SPECIFICATIONS AND STANDARDS SHALL BE THE LATEST EDITION UNLESS OTHERWISE NOTED.
2. WHEN A TECHNICAL CONFLICT IS FOUND TO EXIST IN THE CONTRACT DOCUMENTS THAT CANNOT BE RESOLVED BY REFERENCE TO PRECEDENCE PROVISIONS IN THE "GREENBOOK," THE CONTRACTORS SHALL IMMEDIATELY REPORT SAID CONFLICT TO THE CITY ENGINEERS FOR RESOLUTION.
3. ALL MATERIALS AND METHODS ARE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
4. CONSTRUCTION PERMITS SHALL BE OBTAINED FROM THE CITY OF BANNING, ENGINEERING DEPARTMENT, PRIOR TO THE START OF ANY WORK. INSPECTION COORDINATION SHALL BE REQUESTED AT LEAST TWO WORKING DAYS PRIOR TO THE START OF ANY WORK IN PUBLIC RIGHT-OF-WAY WITHIN THE CITY LIMITS. CALL (951) 922-3130 FOR AN INSPECTION REQUEST.
5. THE CONTRACTOR SHALL CONFORM TO ALL TRAFFIC CONTROL POLICIES, METHODS AND PROCEDURES DESCRIBED IN STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS, LATEST NON-METRIC EDITION, AND THE CURRENT EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN BARRICADES, DELINEATORS OR OTHER TRAFFIC CONTROL DEVICES AT ALL TIMES.
7. THE CONTRACTORS SHALL OBTAIN A PERMIT TO PERFORM EXCAVATION OR TRENCH WORK FOR TRENCHES FIVE (5) FEET OR GREATER IN DEPTH FROM THE CALIFORNIA STATE DIVISION OF INDUSTRIAL SAFETY.
8. THE WALLS AND FACES OF ALL EXCAVATIONS GREATER THAN FIVE (5) FEET IN DEPTH SHALL BE GUARDED BY SHORING, SLOPING OF THE GROUND OR OTHER APPROVED MEANS PURSUANT TO THE REQUIREMENTS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. TRENCHES LESS THAN FIVE (5) FEET SHALL ALSO BE GUARDED WHEN THE POTENTIAL EXISTS FOR GROUND MOVEMENT.
9. NO MATERIAL OR EQUIPMENT SHALL BE STORED IN THE PUBLIC RIGHT-OF-WAY WITHOUT OBTAINING A SEPARATE PERMIT FOR THAT PURPOSE.
10. THE LOCATIONS OF UTILITIES SHOWN HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION; HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE, IN THE FIELD, THE TRUE LOCATION AND ELEVATION OF ANY EXISTING UTILITIES, AND TO EXERCISE PROPER PRECAUTION TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT 1-800-422-4133 TWO WORKING DAYS BEFORE EXCAVATION.
11. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH ALL UTILITY COMPANIES INCLUDING, BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, CABLE TELEVISION, LANDSCAPING, LANDSCAPE IRRIGATION, DOMESTIC WATER, RECLAIMED WATER, SEWER, STORM DRAIN, FLOOD CONTROL AND CALTRANS. ALL UTILITY COMPANIES SHALL BE GIVEN TWO WORKING DAYS' NOTICE PRIOR TO WORK AROUND THEIR FACILITIES.
12. THE CONTRACTOR SHALL NOT OPERATE ANY FIRE HYDRANT OR WATER MAIN VALVES WITHOUT APPROPRIATE AGENCY AUTHORIZATION. CONTRACTOR SHALL COORDINATE WITH THE WATER DEPARTMENT, CITY OF BANNING, FOR VALVE OPERATION AND WATER REQUIREMENTS.
13. CURVE DATA REFERS TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.
14. STATIONING REFERS TO THE CENTERLINE OF STREETS EXCEPT WHERE OTHERWISE NOTED.
15. ADEQUATE CONSTRUCTION CONTROL STAKES SHALL BE SET BY THE ENGINEER TO ENABLE THE CONTRACTOR TO CONSTRUCT THE WORK TO THE PLAN GRADE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF BENCHMARKS AND CONSTRUCTION CONTROL STAKING DURING CONSTRUCTION.
16. THE CONTRACTOR SHALL NOT DISTURB EXISTING SURVEY MONUMENTS, MONUMENT TIES OR BENCHMARKS WITHOUT PRIOR NOTIFICATION TO THE CITY ENGINEER.
17. REMOVAL AND REPLACEMENT OF EXISTING SURVEY CONTROL, INCLUDING SURVEY MONUMENTS, MONUMENT TIES AND BENCHMARKS, SHALL BE DONE BY A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR. SURVEY MONUMENTS THAT WILL BE DESTROYED AS A RESULT OF THIS CONSTRUCTION SHALL BE REPLACED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER ONE WEEK PRIOR TO CONSTRUCTION SO THAT TIES TO MONUMENTS CAN BE ESTABLISHED FOR LATER REPLACEMENT OF THE MONUMENT.
18. THE CONTRACTOR SHALL MAINTAIN ACCESS FOR LOCAL RESIDENTS AND BUSINESSES AT ALL TIMES. A MINIMUM TWELVE (12) FOOT LANE SHALL BE MAINTAINED AT ALL TIMES IN THE CONSTRUCTION AREA FOR RESIDENTS AND EMERGENCY VEHICLES.
19. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AN EFFECTIVE MEANS OF DUST CONTROL, INCLUDING ADEQUATE WATERING, AT ALL TIMES.
20. ALL GRADING OPERATIONS SHALL BE DISCONTINUED WHEN SUSTAINED WIND VELOCITIES EXCEED 25 MILES PER HOUR.
21. THE CONTRACTOR SHALL NOT CAUSE ANY EXCAVATED MATERIAL, MUD, SILT, OR DEBRIS TO BE DEPOSITED ONTO PUBLIC OR PRIVATE PROPERTY ADJACENT TO THE RIGHT-OF-WAY DURING CONSTRUCTION WITHOUT PRIOR WRITTEN APPROVAL.
22. NO TRENCH BACKFILL SHALL TAKE PLACE WITHOUT PRIOR APPROVAL OF THE CITY INSPECTOR.
23. A GEOTECHNICAL ENGINEER SHALL CERTIFY ALL BACKFILL COMPACTION; FAILURE TO OBTAIN THE REQUIRED DENSITY SHALL REQUIRE REWORKING OF THAT PORTION OF THE WORK UNTIL THE SPECIFIED DENSITY IS OBTAINED.
24. CARE SHOULD BE TAKEN TO PREVENT GRADES, DITCHES, AND SWALES FROM UNDERMINING STREET IMPROVEMENTS. UPON INSPECTION OF THE SITE, THE CITY ENGINEER MAY REQUIRE TEMPORARY NON-ERODIBLE SWALES ENTERING OR LEAVING IMPROVEMENTS.
25. THE FINAL LOCATION AND WIDTH OF DRIVEWAY APPROACH APRONS SHALL BE APPROVED AT THE TIME OF CONSTRUCTION AND SHALL CONFORM TO THE CITY OF BANNING STANDARD DETAILS.
26. ALL EXPOSED CONCRETE SURFACES SHALL CONFORM IN GRADE, COLOR AND FINISH TO MATCH EXISTING CONCRETE.
27. THE CONTRACTOR SHALL STAMP AN "S" IN THE FACE OF THE CURB AT THE LOCATION OF THE SEWER LATERAL.
28. NO CONCRETE SHALL BE PLACED UNTIL THE FORMS AND REINFORCING STEEL HAVE BEEN PLACED, INSPECTED AND APPROVED.
29. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED, TESTED AND APPROVED PRIOR TO PAVING OF STREETS.
30. PAVEMENT STRUCTURAL SECTIONS SHOWN ARE MINIMUM AND SUBJECT TO REVISION AND APPROVAL OF THE CITY ENGINEER AS DETERMINED BY SOILS TESTS TAKEN AFTER COMPLETION OF ROUGH GRADING AND IN CONSIDERATION OF THE APPROPRIATE R-VALUE.
31. ACTUAL THICKNESS OF A.C. PAVEMENT AND/OR BASE COURSE MATERIAL FOR STRUCTURAL STREET SECTIONS SHALL BE RECOMMENDED BY A GEOTECHNICAL REPORT AND SUBMITTED TO THE CITY OF BANNING FOR APPROVAL UPON COMPLETION OF ROUGH GRADING.
32. ALL MANHOLES, CLEANOUT FRAMES, COVERS AND VALVE BOXES SHALL BE RAISED TO FINISHED GRADE BY THE PAVING CONTRACTOR UPON COMPLETION OF PAVING AND PER THE CITY OF BANNING'S REQUIREMENTS.
33. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL RESTORE ALL SIGNING, STRIPING, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES TO THE SATISFACTION OF THE CITY ENGINEER.
34. CONTRACTOR SHALL RELOCATE AND/OR REPLACE LANDSCAPING, SPRINKLERS AND SIDEWALKS AFFECTED BY THE CONSTRUCTION TO THE SATISFACTION OF THE CITY ENGINEER.
35. AS-BUILT DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER OF RECORD, WHO SHALL PROVIDE RECORD DRAWINGS TO THE CITY ENGINEER.
36. IF AND WHEN TRAFFIC LOOP DETECTORS ARE DISTURBED, THEY SHALL BE REPLACED AS SOON AS POSSIBLE, PER THE CITY ENGINEER'S DIRECTION.
37. STREET NAME AND DIRECTIONAL SIGNS SHALL MEET ALL CA MUTCD AND CITY REQUIREMENTS.

ENGINEER'S NOTE TO CONTRACTORS:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

CALIFORNIA COORDINATES

CENTERLINE
HIGHLAND SPRING AVE & WILSON STREET
N 2283766.54
E 6350263.54

MATH (LAKE MATHEWS)
N 2257398.558
E 6201355.292

CENTERLINE INTERSECTION
HIGHLAND SPRINGS AVENUE & SUNDANCE DRIVE
N 2286406.55
E 6350271.59

TRAK (BOMMER CANYON)
N 2171990.406
E 6088762.992

CCS ZONE 6

OWNER

CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3130

APPLICANT/DEVELOPER

TRI POINTE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
(951) 428-4400
CONTACT: MICHAEL HEISHMAN

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.

BENCHMARK

ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARK MWD 401 1992 - A 3 ¼" STANDARD ALUMINUM MWD DISK, FLUSH, IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURB.

ELEVATION = 772.395m = 2534.10 ft (NAVD 88).

CONVERSION TO NGVD 29 CAN BE ACCOMPLISHED BY SUBTRACTING 2.66 ft FROM ALL ELEVATIONS PER VERTCON CALCULATION AT THE BENCHMARK.

ELEVATION = 2531.44 ft (NGVD 29).

UTILITIES

WATER
CITY OF BANNING
99 E. RAMSEY ST.
BANNING, CA. 92220
(951) 922-3281

ELECTRIC
CITY OF BANNING
176 E. LINCOLN STREET
BANNING, CA. 92220
(951) 922-3260

SEWER
CITY OF BANNING
99 E. RAMSEY ST.
BANNING, CA. 92220
(951) 922-3281

TELEPHONE
FRONTIER COMMUNICATIONS
280 S. LOCUST ST.
POMONA, CA. 92363
(909) 397-0042

CABLE
SPECTRUM CABLE
3317 W. RAMSEY ST.
BANNING, CA. 92220
(866) 417-1039

GAS
SOUTHERN CALIFORNIA GAS COMPANY
1981 W. LUGONIA AVE.
REDLANDS, CA. 92374
(909) 335-3928

STORM DRAIN
CITY OF BANNING
99 E. RAMSEY ST.
BANNING, CA. 92220
(951) 922-3130

WASTE MANAGEMENT
(800) 423-9986

ASSESSOR'S PARCEL NUMBERS

A.P.N. 419-050-018

ENGINEER'S NOTES:

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OF STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A DILIGENT SEARCH OF AVAILABLE RECORDS, THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, ANY DAMAGE TO THESE LINES OR STRUCTURES. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (USA) AT 1-800-422-4133 AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION IN ORDER TO DETERMINE ACTUAL FIELD LOCATION OF EXISTING UTILITIES.

RECOMMENDED FOR ACCEPTANCE BY:

JOHN M. BRUDIN, R.C.E. 41836
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

ABBREVIATIONS

AC	ASPHALT CONCRETE	FS	FINISH SURFACE	PVMT.	PAVEMENT
APN	ASSESSOR'S PARCEL NUMBER	GB	GRADE BREAK	PROP.	PROPOSED
BC	BEGIN CURVE	HP	HIGH POINT	PT.	POINT
BEG.	BEGIN	INT	INTERSECTION	RCB	REINFORCED CONCRETE BOX
BNDY.	BOUNDARY	INV	INVERT	RET.	RETAINING
BVC	BEGIN VERTICAL CURVE	L=	LENGTH	R.O.W.	RIGHT OF WAY
CATV	CABLE TELEVISION	LF	LINEAR FEET	RT.	RIGHT
CB	CATCH BASIN	LP	LOW POINT	SWK	SIDEWALK
CF	CURB FACE	LS	LUMSUM	SF	SQUARE FEET
C & G	CURB AND GUTTER	LT.	LEFT	SD	STORM DRAIN
CL	CENTERLINE	MH	MANHOLE	SMH	SEWER MANHOLE
CLF	CHAIN LINK FENCE	MAX	MAXIMUM	ST	STREET
CY	CUBIC YARD	MIN	MINIMUM	STLT	STREET LIGHT
CONC	CONCRETE	MOC	MIDDLE OF CURVE	STA	STATION
DWY	DRIVEWAY	MVC	MIDDLE OF VERTICAL CURVE	TB	TOP OF BERM
EA	EACH	NO.	NUMBER	TC	TOP OF CURB
EC	END OF CURVE	O.C.	ON CURVE	TR.	TRACT
EP	EDGE OF PAVEMENT	PA	PLANNING AREA	BEG.	TRANSITION
EVC	END OF VERTICAL CURVE	P.C.C.	PORTLAND CEMENT CONCRETE	U.C.	UNDER GROUND
EX	EXISTING	PCC	POINT OF COMPOUND CURVE	VC	VERTICAL CURVE
FG	FINISHED GRADE	PP	POWER POLE	WV	WATER VALVE
FH	FIRE HYDRANT	PRC	POINT OF REVERSE CURVE	X-GUTR.	CROSS GUTTER
FL	FLOW LINE	PUE	PUBLIC UTILITY EASEMENT		

GRADING GENERAL NOTES:

SEE SHEET NO. 2

EROSION & SEDIMENT CONTROL GENERAL NOTES:

SEE SHEET NO. 2

NPDES GENERAL NOTES:

SEE SHEET NO. 2

WORK TO BE DONE:

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS, AND THE SPECIFICATIONS AND STANDARD DRAWINGS NOTED HEREIN.

1. CITY OF BANNING "PUBLIC WORKS STANDARD DRAWINGS", LATEST EDITION
2. COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT "ROAD IMPROVEMENT STANDARDS & SPECIFICATIONS", ORDINANCE NO. 461, AS AMENDED BY ORDINANCE NO. 461.10, EFFECTIVE DECEMBER 20, 2007
3. CALIFORNIA DEPARTMENT OF TRANSPORTATION "2018 STANDARD PLANS", LATEST REVISION
4. CALIFORNIA DEPARTMENT OF TRANSPORTATION "2018 STANDARD SPECIFICATIONS", LATEST REVISION
5. CALIFORNIA DEPARTMENT OF TRANSPORTATION "CA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", 2014 EDITION, LATEST REVISION
6. AMERICAN PUBLIC WORKS ASSOCIATION STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), LATEST EDITION
7. RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT STANDARD DRAWINGS, LATEST EDITION

SHEET INDEX

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
5 PETERS CANYON ROAD
SUITE 305
IRVINE, CA 92606
(949) 251-8821
WWW.MDSCONSULTING.NET
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH — DATE 2/6/2024
RCE# 052496

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 52496 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 — DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
NATHAN C. SMITH, RCE #74754 — DATE
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

STREET IMPROVEMENT PLAN FOR HIGHLAND SPRINGS AVENUE BUS BAY

TITLE SHEET/SHEET INDEX

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 15

HIGHLAND SPRINGS AVENUE BUS BAY, STREET IMPROVEMENT PLAN

SUBMITTAL NO. 2 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 02-06-2024

MDS Proj. Data: I:\99460 ENGINEERING\Plans\Street
Created: 02.06.2024 04:13:58 PM Author: ----
Last Edit: 02.06.2024 04:15:52 PM By: Mtran

MDS File: 99460-HSA Bus Bay - SHT01.dwg
Plot Scale: 0.388863 Dwg Scale: ----
Plot Date: 02.06.2024 4:36:41 PM By: mtran

GRADING GENERAL NOTES:

1. ALL GRADING AND RELATED ACTIVITIES SHALL CONFORM TO THE GRADING, EROSION & SEDIMENT CONTROL ORDINANCE NO. 1388, AND IF APPLICABLE, TO THE STATE WATER RESOURCES CONTROL BOARD NPDES GENERAL PERMIT FOR CONSTRUCTION ACTIVITIES.
2. BUILDING PAD AND DRAINAGE SWALE SLOPES SHALL BE A MINIMUM OF 1%. DRAINAGE SWALES SHALL BE A MINIMUM OF 0.2' DEEP AND BE CONSTRUCTED A MINIMUM OF 2' AWAY FROM THE TOP OF GRADED SLOPES. FINISH GRADE SHALL SLOPE AWAY FROM ALL EXTERIOR WALLS AT NOT LESS THAN ¼" PER FOOT FOR A MINIMUM OF 3 FEET.
3. MAXIMUM CUT AND FILL SLOPES SHALL BE 2:1.
4. PROVIDE, AS APPLICABLE, CONCRETE BROW DITCHES DESIGNED TO CONVEY 100-YEAR STORM FLOWS, OR PROVIDE GRADED BERMS, ALONG THE TOP OF ALL GRADED SLOPES OVER 3' IN VERTICAL HEIGHT OR THAT ARE ADJACENT TO GRADED AREAS TO DIRECT SURFACE RUNOFF AWAY FROM THE TOP OF SLOPES.
5. ALL GRADING SHALL BE DONE UNDER THE SUPERVISION OF A REGISTERED CIVIL ENGINEER, SOIL ENGINEER, OR ENGINEERING GEOLOGIST WHO SHALL CERTIFY THAT ALL FILLS HAVE BEEN PROPERLY PLACED AND WHO SHALL SUBMIT A FINAL COMPACTION REPORT FOR ALL FILLS OVER 1' DEEP.
6. A REGISTERED CIVIL ENGINEER SHALL SUBMIT TO THE CITY OF BANNING'S PUBLIC WORKS DEPARTMENT A WRITTEN CERTIFICATION OF COMPLETION OF ROUGH GRADING IN ACCORDANCE WITH THE APPROVED GRADING PLAN PRIOR TO ISSUANCE OF THE BUILDING PERMIT. CERTIFICATION SHALL BE TO LINE, GRADE, ELEVATION, AND LOCATION OF CUT/FILL SLOPES.
7. FINAL COMPACTION REPORT WILL BE REQUIRED FOR ALL FILLS GREATER THAN ONE FOOT.
8. ALL GRADING SHALL BE DONE IN CONFORMANCE WITH RECOMMENDATIONS OF THE PRELIMINARY SOILS INVESTIGATION BY GEOCON WEST, INC. DATED OCTOBER 21, 2019. TWO SETS OF THE FINAL COMPACTION REPORT SHALL BE SUBMITTED TO THE PUBLIC WORKS DEPARTMENT WHICH SHALL INCLUDE FOUNDATION DESIGN RECOMMENDATIONS AND CERTIFICATION THAT GRADING HAS BEEN DONE IN CONFORMANCE WITH THE RECOMMENDATIONS OF THE PRELIMINARY SOILS REPORT.
9. THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS DEPARTMENT AT LEAST 48 HOURS IN ADVANCE REQUESTING FINISH LOT GRADE AND DRAINAGE INSPECTION. THIS INSPECTION MUST BE APPROVED PRIOR TO BUILDING PERMIT CLEARANCE FOR EACH LOT. PUBLIC WORKS DEPARTMENT PHONE: (951) 922-3130.
10. CUT AND FILL SLOPES SHALL BE PROTECTED WITH A COMBINATION OF EROSION AND SEDIMENT CONTROLS TO PROTECT THE SLOPE FROM EROSION AND INSTABILITY DURING THE GRADING PHASE.
11. POST-GRADING ACTIVITIES SHALL INCLUDE, BUT NOT BE LIMITED TO, INSTALLING, WHERE APPLICABLE, GROUNDCOVER, TREES, SHRUBS, OR A COMBINATION THEREOF IN ACCORDANCE WITH CITY CODES PRIOR TO THE APPROVAL OF FINAL INSPECTION. SLOPES OVER 4' IN VERTICAL HEIGHT SHALL HAVE PERMANENT IRRIGATION SYSTEMS WITH BACKFLOW PREVENTION DEVICES PER THE U.P.C.
12. FILL MATERIAL SHALL NOT BE PLACED ON EXISTING GROUND UNTIL THE GROUND HAS BEEN CLEARED OF WEEDS, DEBRIS, TOPSOIL, AND OTHER DELETERIOUS MATERIAL. IF STEEP SLOPING TERRAIN OCCURS UPON WHICH FILL IS TO BE PLACED, THE TERRAIN MUST BE CLEARED, KEYED, AND BENCHED INTO FIRM NATURAL SOIL FOR FULL SUPPORT. A REGISTERED CIVIL ENGINEER, SOIL ENGINEER, OR ENGINEERING GEOLOGIST SHALL APPROVE PLACEMENT OF FILL.
13. TEMPORARY DRAINAGE SHALL BE PROVIDED UNTIL PERMANENT DRAINAGE STRUCTURES ARE INSTALLED. PROTECTIVE MEASURES SHALL BE IMPLEMENTED TO PROTECT ADJOINING AND DOWNSTREAM PROPERTIES FROM SILT DEPOSITION AND PONDING WATER DURING GRADING OPERATIONS.
14. DUST SHALL BE CONTROLLED BY METHODS APPROVED BY THE CITY ENGINEER.
15. STABILITY CALCULATIONS WITH A FACTOR-OF-SAFETY OF AT LEAST ONE AND FIVE-TENTHS (1.5) SHALL BE SUBMITTED TO THE PUBLIC WORKS DEPARTMENT BY A REGISTERED CIVIL ENGINEER, SOIL ENGINEER, OR ENGINEERING GEOLOGIST FOR CUT AND FILL SLOPES OVER 30' IN VERTICAL HEIGHT.
16. A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR SHALL SUBMIT CERTIFICATION OF BUILDING PAD ELEVATIONS. WHERE SPECIFIC ELEVATIONS ARE REQUIRED, THE ELEVATION (WITH RESPECT TO MEAN SEA LEVEL) SHALL BE GIVEN. IF AN ELEVATION WITH RESPECT TO ADJACENT GROUND SURFACE IS REQUIRED, THE ACTUAL DISTANCE ABOVE THE ADJACENT GROUND SHALL BE GIVEN.
17. EROSION AND SEDIMENT CONTROL: THE PERMITTEE SHALL ABIDE BY THE REQUIREMENTS OUTLINED IN THE CITY OF BANNING GRADING, EROSION & SEDIMENT CONTROL ORDINANCE NO. 1388 THROUGHOUT THE DURATION OF THE PROJECT, INCLUDING ADHERENCE TO THE STATE NPDES PERMIT FOR CONSTRUCTION ACTIVITIES, IF APPLICABLE.
18. EXISTING DRAINAGE COURSES SHALL CONTINUE TO FUNCTION DURING THE RAINY SEASON. NO OBSTRUCTION OF FLOODPLAINS OR NATURAL WATER COURSES SHALL BE PERMITTED.
19. ALL PROPERTY CORNERS SHALL BE CLEARLY DELINEATED IN THE FIELD PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION / GRADING.
20. THE PERMITTEE MUST OBTAIN AN ENCROACHMENT PERMIT PRIOR TO ANY WORK WITH A PUBLIC RIGHT-OF-WAY.
21. APPROVAL OF THESE PLANS BY THE CITY OR ITS AGENTS DOES NOT RELIEVE THE APPLICANT AND HIS ENGINEER FROM THE RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. UPON REQUEST, THE APPROPRIATE PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.
22. THE ISSUANCE OF THIS PERMIT BY THE CITY OF BANNING DOES NOT IMPLY OR PROVIDE ANY CLEARANCES FROM STATE OR FEDERAL AGENCIES REGULATING THE PROVISIONS OF STATE OR FEDERAL ENDANGERED SPECIES ACTS OR WATER QUALITY REGULATIONS. THE CONTRACTOR/OWNER/DEVELOPER IS RESPONSIBLE FOR OBTAINING THE APPROPRIATE CLEARANCES FROM THESE AGENCIES PRIOR TO ANY SITE DISTURBANCES OR GRADING.
23. CONSTRUCTION CONTRACTOR TO ADHERE TO SOUTH COAST AQMD RULE 403 FOR IMPLEMENTATION OF FUGITIVE DUST CONTROL MEASURES IN COORDINATION WITH LATEST "RULE 403 FUGITIVE DUST IMPLEMENTATION HANDBOOK."

NPDES GENERAL NOTES:

1. CONTRACTOR MUST ENSURE THAT THE CONSTRUCTION SITE IS PREPARED PRIOR TO THE ONSET OF ANY STORM. CONTRACTOR SHALL HAVE ALL EROSION AND SEDIMENT CONTROL MEASURES IN PLACE.
2. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED. CHANGES TO THIS EROSION AND SEDIMENT CONTROL PLAN SHALL BE MADE TO MEET FIELD CONDITIONS ONLY WITH THE APPROVAL OF OR AT THE DIRECTION OF A REPRESENTATIVE OF THE ENGINEERING DEPARTMENT.
3. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED BEFORE AND AFTER ALL STORMS TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
4. CONTRACTOR SHALL MAINTAIN A LOG AT THE SITE OF ALL INSPECTIONS OR MAINTENANCE OF BMP AS WELL AS ANY CORRECTIVE CHANGES TO THE BMPS OR EROSION AND SEDIMENT CONTROL PLAN.
5. IN AREAS WHERE SOIL IS EXPOSED, PROMPT REPLANTING WITH NATIVE COMPATIBLE DROUGHT-RESISTANT VEGETATION SHALL BE PERFORMED.
6. THE CONTRACTOR SHALL INSTALL THE STABILIZED CONSTRUCTION ENTRANCE PRIOR TO COMMENCEMENT OF GRADING. LOCATION OF THE ENTRANCE MAY BE ADJUSTED BY THE CONTRACTOR TO FACILITATE GRADING OPERATIONS. ALL CONSTRUCTION TRAFFIC ENTERING A PAVED ROAD MUST CROSS A STABILIZED CONSTRUCTION ENTRANCE. THE STABILIZED CONSTRUCTION ENTRANCE SHALL REMAIN IN PLACE UNTIL THE ROAD BASE ROCK COURSE IS COMPLETED.
7. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE SWEPT AT THE END OF EACH WORKING DAY OR AS NECESSARY.
8. CONTRACTOR SHALL PLACE BMPS AROUND ALL NEW DRAINAGE STRUCTURE OPENINGS IMMEDIATELY AFTER THE STRUCTURE OPENING IS CONSTRUCTED. THESE SHALL BE MAINTAINED AND REMAIN IN PLACE UNTIL THE CONSTRUCTION IS COMPLETED.
9. CONTRACTOR SHALL IMPLEMENT HOUSEKEEPING PRACTICES AS FOLLOWS:
   A. SOLID WASTE MANAGEMENT: PROVIDE DESIGNATED WASTE COLLECTION AREAS AND CONTAINERS. ARRANGE FOR REGULAR REMOVAL AND DISPOSAL. CLEAR SITE OF TRASH INCLUDING ORGANIC DEBRIS, PACKAGING MATERIALS, SCRAP OR SURPLUS BUILDING MATERIALS AND DOMESTIC WASTE DAILY.
   B. MATERIAL DELIVERY AND STORAGE: PROVIDE A DESIGNATED MATERIAL STORAGE AREA WITH SECONDARY CONTAINMENT SUCH AS BERMING. STORE MATERIAL ON PALLETS AND PROVIDE COVERING FOR SOLUBLE MATERIALS. RELOCATE STORAGE AREA INTO BUILDING SHELL WHEN POSSIBLE. INSPECT AREA WEEKLY.
   C. CONCRETE WASTE: PROVIDE A DESIGNATED AREA FOR A TEMPORARY PIT TO BE USED FOR CONCRETE TRUCK WASH-OUT. DISPOSE OF HARDENED CONCRETE OFFSITE. AT NO TIME SHALL A CONCRETE TRUCK DUMP ITS WASTE AND CLEAN ITS TRUCK INTO THE CITY STORM DRAINS VIA CURB AND GUTTER. INSPECT DAILY TO CONTROL RUNOFF AND WEEKLY FOR REMOVAL OF HARDENED CONCRETE.
   D. PAINT AND PAINTING SUPPLIES: PROVIDE INSTRUCTION TO EMPLOYEES AND SUBCONTRACTORS REGARDING REDUCTION OF POLLUTANTS INCLUDING MATERIAL STORAGE, USE, AND CLEANUP. INSPECT SITE WEEKLY FOR EVIDENCE OF IMPROPER DISPOSAL.
   E. VEHICLE FUELING, MAINTENANCE AND CLEANING: PROVIDE A DESIGNATED FUELING AREA WITH SECONDARY CONTAINMENT SUCH AS BERMING. DO NOT ALLOW MOBILE FUELING OF EQUIPMENT. PROVIDE EQUIPMENT WITH DRIP PANS. RESTRICT ONSITE MAINTENANCE AND CLEANING OF EQUIPMENT TO A MINIMUM. INSPECT AREA.
   F. HAZARDOUS MATERIALS MANAGEMENT: PREVENT THE DISCHARGE OF POLLUTANTS FROM HAZARDOUS MATERIALS TO THE DRAINAGE SYSTEM THROUGH PROPER MATERIAL USE, WASTE DISPOSAL AND TRAINING OF EMPLOYEES. HAZARDOUS WASTE PRODUCTS COMMONLY FOUND ONSITE INCLUDE, BUT ARE NOT LIMITED TO, PAINTS & SOLVENTS, PETROLEUM PRODUCTS, FERTILIZERS, HERBICIDES & PESTICIDES, SOIL STABILIZATION PRODUCTS, ASPHALT PRODUCTS AND CONCRETE CURING PRODUCTS.
10. IN CASE OF EMERGENCY, CALL THE CITY ENGINEER'S OFFICE AT (951) 922-3130.
11. EQUIPMENT AND WORKS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON BY THE CONTRACTOR. NECESSARY MATERIALS SHALL BE AVAILABLE ON THE SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF EROSION CONTROL DEVICES WHEN RAIN IS EMINENT.
12. DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT APPROVAL OF THE DESIGN CIVIL ENGINEER.
13. ALL REMOVABLE PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY RAIN PROBABILITY FORECAST EXCEEDS 40% (DURING THE RAINY SEASON).
14. AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM CHECK BERMS, SILT FENCES AND SILT BASINS. EACH BASIN SHALL BE PUMPED DRY.
15. GRADED AREAS AROUND THE PROJECT BOUNDARY MUST DRAIN AWAY FROM THE FACE OF THE SLOPE AT THE CONCLUSION OF EACH WORKING DAY.
16. THE LOCAL GOVERNING AGENCY RESERVES THE RIGHT TO MAKE CHANGES OR MODIFICATIONS TO THESE NOTES AS DEEMED NECESSARY.
17. AREA SHALL BE MAINTAINED IN SUCH A STATE THAT FIRE ACCESS SHALL BE MAINTAINED AT ALL TIMES (INCLUDING THE NEIGHBORING PROPERTIES).
18. GRAVEL BAGS AND SILT FENCES SHALL BE INSTALLED AROUND CATCH BASINS.
19. CURB MARKERS SHALL BE PLACED ADJACENT TO ALL INLETS FOLLOWING THE CONSTRUCTION OF STREET IMPROVEMENTS AND AT THE DIRECTION OF THE PUBLIC WORKS INSPECTOR.

EROSION AND SEDIMENT CONTROL GENERAL NOTES:

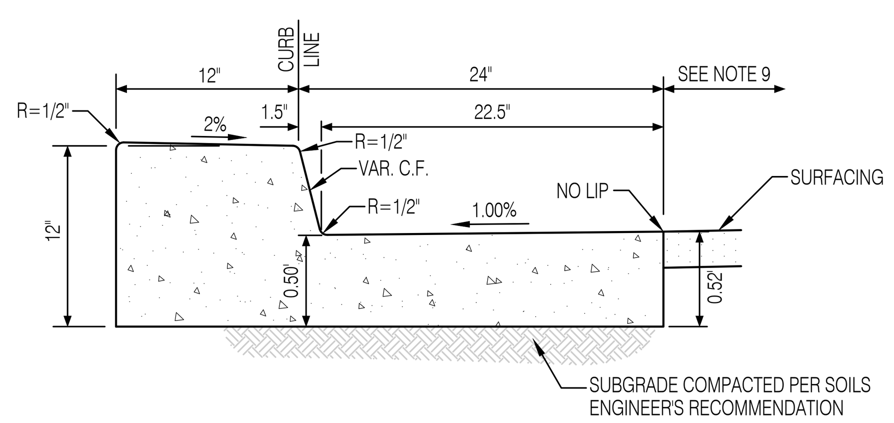
1. INFORMATION ON THIS PLAN IS FOR EROSION PREVENTION AND SEDIMENT CONTROL ONLY. THESE NOTES ARE COMPREHENSIVE AND SHOULD BE APPLIED ACCORDING TO THE SITE-SPECIFIC CONDITIONS FOR EACH INDIVIDUAL PROJECT. THIS DISCHARGER IS RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF A COMBINATION OF EROSION AND SEDIMENT CONTROLS BY OCTOBER 1ST OF EACH YEAR FOR ALL APPLICABLE SOIL-DISTURBING ACTIVITIES (CLEARING, GRADING, EXCAVATING) AND ON ALL EXPOSED SLOPES THROUGHOUT THE ENTIRE SITE. THE DISCHARGER IS ALSO RESPONSIBLE FOR ANY DISCHARGES FROM SUBCONTRACTORS.
2. STORMWATER RUNOFF SHOULD BE FILTERED PRIOR TO DISCHARGING TO A STORMWATER CONVEYANCE SYSTEM (NATURAL WATERCOURSES, STREETS, FLOW-LINES, DRAINAGE INLETS, ETC.). ALL NON-PERMITTED DISCHARGES ARE PROHIBITED FROM ENTERING ANY STORMWATER CONVEYANCE SYSTEM YEAR-ROUND.

   DISCHARGER CONTACT INFORMATION:
   JERRY DOLBEE
   TRI POINTE HOMES
   PHONE: (951) 534-6734
3. IF SOIL DISTURBANCE MEETS OR EXCEEDS ONE ACRE, THE SITE MUST BE COVERED UNDER THE STATE GENERAL CONSTRUCTION PERMIT, A NOTICE OF INTENT (NOI) MUST BE FILED WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), A WASTE DISCHARGE IDENTIFICATION (WDID) NUMBER SHALL BE PROVIDED TO THE CITY, AND A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE IMPLEMENTED THROUGHOUT THE DURATION OF THE PROJECT AND BE READILY AVAILABLE ONSITE TO CITY AND STATE INSPECTORS. AN SWPPP TEMPLATE CAN BE DOWNLOADED FROM THE CITY'S WEBSITE AT WWW.BANNING.CA.US UNDER NPDES INFORMATION.
4. DURING THE RAINY SEASON (OCTOBER 1 - APRIL 30), THE DISCHARGER SHALL MAKE AVAILABLE, AS NECESSARY, EQUIPMENT AND WORKERS FOR EMERGENCY WORK TO PROTECT THE SITE. ADDITIONAL EROSION AND SEDIMENT CONTROL MATERIALS SHALL BE STOCKPILED AT VARIOUS LOCATIONS THROUGHOUT THE SITE FOR IMMEDIATE IMPLEMENTATION.
5. ALL EROSION AND SEDIMENT CONTROLS SHALL BE INSPECTED, RESTORED, REPAIRED, OR MODIFIED REGULARLY THROUGHOUT THE SITE TO PROTECT DOWNGRADE PERIMETERS, ADJACENT PROPERTIES, ENVIRONMENTALLY SENSITIVE AREAS, AND ALL PRIVATE AND PUBLIC STORMWATER CONVEYANCE SYSTEMS. IF ANY EROSION AND SEDIMENT CONTROLS FAIL DURING THE RAINY SEASON, MORE EFFECTIVE ONES WILL BE REQUIRED IN THEIR PLACE.
6. DURING THE RAINY SEASON, CLEARING SHALL BE LIMITED TO AREAS THAT WILL RECEIVE IMMEDIATE GRADING. A COMBINATION OF EROSION AND SEDIMENT CONTROLS SHALL BE IMPLEMENTED IN AREAS THAT HAVE BEEN CLEARED.
7. DURING THE RAINY SEASON, EROSION CONTROL FOR GRADED SLOPES SHALL INCLUDE 100% VEGETATIVE COVERAGE, WOOD MULCH, STAPLED OR PINNED BLANKETS (STRAW OR COCONUT), PLASTIC SHEETING (10-MIL), POLYPROPYLENE MATS, OR OTHER MEASURE APPROVED BY THE DIRECTOR OF PUBLIC WORKS. FOR SPRAY-ON CONTROLS, ONLY BONDED AND STABILIZED FIBER MATRIX PRODUCTS WITH MINIMUM APPLICATION RATES OF 3500 LB/ACRE AND 10 GAL/ACRE, RESPECTIVELY, SHALL BE USED FOR GRADES OF 4:1 AND GREATER. JUTE NETTING SHALL NOT BE USED AS A STANDALONE EROSION CONTROL. IF HYDROSEEDING IS IMPLEMENTED, THE APPLICATION MUST ALLOW SUFFICIENT TIME FOR ADEQUATE SEED GROWTH. INACTIVE GRADED PADS SHALL BE PROTECTED WITH ACRYLIC/LATEX POLYMERS, SOIL STABILIZERS, FIBER MATRIX, OR OTHER MEASURE APPROVED BY THE CITY ENGINEER.
8. SEDIMENT CONTROLS SHALL INCLUDE DESILTING BASINS, GRADED BERMS, FIBER ROLLS, SILT FENCES, GRAVEL-BAG CHEVRONS (3/4" GRAVEL), CHECK DAMS, DRAINAGE INLET PROTECTION, ETC.
9. ALL ONSITE AND OFFSITE FLOW-LINES (V-DITCHES, BROW-DITCHES, TERRACE DRAINS, RIBBON GUTTERS, CURB GUTTERS, ETC.) AND DRAINAGE INLETS SHALL BE FREE OF SEDIMENT, CONSTRUCTION MATERIALS, CONSTRUCTION WASTE, MISCELLANEOUS DEBRIS, AND DETERIORATED EROSION AND SEDIMENT CONTROLS AT ALL TIMES.
10. CONSTRUCTION WASTE AND MISCELLANEOUS DEBRIS SHALL BE PLACED IN WATERTIGHT BINS. WIRE MESH TRASH RECEPTACLES WILL NOT BE ALLOWED. WASH-OUT STATIONS SHALL BE PROVIDED FOR CONCRETE, PAINTS, AND STUCCO AND SHALL BE LINED WITH PLASTIC AND LOCATED AWAY FROM STREETS, SIDEWALK RIGHTS-OF-WAY, AND DRAINAGE INLETS. PRIOR TO ANY FORECASTED RAIN, BINS AND WASH-OUTS SHALL BE COVERED WITH A LID OR PLASTIC TARP PREVENTING ANY OVERFLOW INTO THE DRAINAGE SYSTEM.
11. CONSTRUCTION ACCESSES SHALL BE STABILIZED WITH A COMBINATION OF GRAVEL AND SHAKER PLATES YEAR-ROUND TO PREVENT TRACK-OUT ONTO STREETS. FOR RESIDENTIAL DEVELOPMENTS WITH STREET GRADES EXCEEDING 2%, INDIVIDUAL DRIVEWAYS SHALL ALSO BE PROTECTED WITH GRAVEL TO PREVENT TRACK-OUT ONTO INTERIOR STREETS. GRAVEL SHALL ALSO BE PLACED ON DRIVEWAYS THAT ARE USED TO ACCESS INDIVIDUAL LOTS. ROUTINE STREET SWEEPING SHALL BE PERFORMED ON ALL PAVED STREETS WHERE TRACKING IS OBSERVED. VACUUM SWEEPERS SHALL BE USED WHEN STREET SWEEPERS BECOME INEFFECTIVE. CONTROLLED STREET WASHING WILL BE ONLY BE ALLOWED PRIOR TO THE APPLICATION OF ASPHALTS SEAL COATS. HOWEVER, DRAINAGE INLETS SHALL BE PROTECTED TO FILTER THE WASH WATER.
12. SILT AND DEBRIS SHALL BE REMOVED FROM CHECK DAMS, CHEVRONS, SILT FENCES, DESILTING BASINS, STREETS, ONSITE AND OFFSITE FLOWLINES, DOWNGRADIENT DRAINAGE INLETS AFFECTED BY A DISCHARGE FROM THE SITE, AND OTHER PRIVATE AND PUBLIC STORMWATER CONVEYANCE SYSTEMS PRIOR TO AND AFTER EACH STORM EVENT. FOR RESIDENTIAL DEVELOPMENTS, SILT FENCE SHALL BE INSTALLED ALONG INTERIOR STREETS AND COMBINED WITH GRAVEL-BAG OR SILT-FENCE-CHEVRONS INSIDE THE SIDEWALK RIGHT-OF-WAY, WHERE APPLICABLE.
13. DESILTING BASINS SHALL BE CONSTRUCTED AT THE START OF ALL GRADING OPERATIONS AND SIZED ACCORDING TO THE STATE GENERAL CONSTRUCTION PERMIT (3600 CUBIC FEET OF STORAGE PER ACRE DRAINED), EVEN IF THE SITE DOES NOT REQUIRE COVERAGE UNDER THIS PERMIT. WATER SHALL BE FILTERED AND DRAINED FROM THE BASINS BETWEEN STORM EVENTS.
14. STORMWATER RUNOFF SHALL NOT BE DIRECTED OVER ANY SLOPES WITHOUT PERMANENT DOWNDRAINS INSTALLED. TEMPORARY EROSION AND SEDIMENT CONTROLS ARE REQUIRED ON ALL EXPOSED SLOPES UNTIL SUFFICIENT PERMANENT LANDSCAPING HAS BEEN ESTABLISHED. FIBER ROLLS SHALL BE INSTALLED IN INCREMENTS OF 10 FEET MEASURED VERTICALLY ON THE FACE OF SLOPE FOR GRADES OF 3:1 AND GREATER IN COMBINATION WITH FIBER MATRIX PRODUCTS OR BLANKETS. SILT FENCE SHALL BE INSTALLED AT THE TOE OF ALL EXPOSED SLOPES 3' OR MORE IN HEIGHT.
15. MATERIAL STORAGE AREAS SHALL BE ESTABLISHED. FUEL TANKS, PORTABLE TOILETS, LIQUIDS, GELS, AND POWDERS SHALL BE STORED AWAY FROM STREETS, SIDEWALK RIGHTS-OF-WAY, AND DRAINAGE INLETS AND SHALL HAVE SECONDARY CONTAINMENT. STOCKPILES OF SOIL SHALL BE PROTECTED PRIOR TO A FORECASTED RAIN.
16. ALL PORTABLE MIXERS SHALL HAVE PLASTIC UNDER-LINERS TO CONTAIN SPILLAGE. GRAVEL BAGS SHALL ALSO BE PLACED ON THE DOWNHILL SIDE OF THE LINERS TO CONTAIN DISCHARGES.
17. THE DISCHARGER SHALL PROPERLY POST AND SECURE SITE AREAS WHERE IMPOUNDED WATER, DUE TO EROSION AND SEDIMENT CONTROL DEVICES OR ANYTHING ELSE, CREATES A HAZARDOUS CONDITION TO THE PUBLIC. HOWEVER, EMERGENCY ACCESSES SHALL BE MAINTAINED AT ALL TIMES.
18. NO OBSTRUCTIONS, OTHER SEDIMENT CONTROLS, SHALL BE ALLOWED AT ANY EXISTING PUBLIC, OR PRIVATE, STORMWATER CONVEYANCE SYSTEM, UNLESS ADEQUATE TEMPORARY OR PERMANENT DRAINAGE FACILITIES HAVE BEEN APPROVED BY THE DIRECTOR OF PUBLIC WORKS TO CARRY SURFACE WATER TO THE NEAREST PRACTICAL STORM DRAIN OR NATURAL WATERCOURSE.
19. FILL AREAS SHALL HAVE EROSION AND SEDIMENT CONTROLS IMPLEMENTED WHILE BEING BROUGHT UP TO GRADE. THESE MEASURES INCLUDE: TEMPORARY DOWNDRAINS (PIPES OR PAVED DITCHES WITH PROTECTED OUTFALLS); EARTH BERMS AT THE TOP OF SLOPES; VEGETATION; MULCH; FIBER MATRIX PRODUCTS; BLANKETS; PONDING AREAS; CHECK DAMS; FIBER ROLLS; GRAVEL BAGS AROUND DRAINAGE INLETS; AND APPROPRIATE GRADING TO DIRECT DRAINAGE AWAY FROM THE EDGE OF THE TOP OF SLOPES.
20. SLOPE PROTECTION MUST BE IN PLACE DURING THE RAINY SEASON PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY TO PREVENT EROSION.
21. THE DEPARTMENT OF PUBLIC WORKS RESERVES THE RIGHT TO MAKE CHANGES TO THIS PLAN. THE DEPARTMENT'S APPROVAL OF THIS PLAN DOES NOT RELIEVE THE DISCHARGER FOR CORRECTIONS OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION.

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES:

No.	DEMOLITION:	UNIT	QUANTITY
1	REMOVE EXISTING AC PAVEMENT OVER BASE (2' MINIMUM WIDTH).	SF	990
2	REMOVE EXISTING CURB & GUTTER.	LF	210
3	REMOVE EXISTING SIDEWALK.	SF	1,727
4	REMOVE EXISTING CURB ONLY.	LF	26
5	REMOVE EXISTING STREET LIGHT.	EA	1
6	REMOVE EXISTING STREET LIGHT HANDHOLE.	EA	1
7	CONSTRUCT SAWCUT LINE.	LF	315
8	REMOVE EXISTING TREE.	EA	5
9	REMOVE EXISTING R3-7 SIGN AND SALVAGE.	EA	1
10	REMOVE EXISTING "BEAUMONT TRANSIT" SIGN AND SALVAGE.	EA	1
11	REMOVE EXISTING "BUS STOP" SIGN AND SALVAGE.	EA	1
12	REMOVE EXISTING BUS ROUTE/SCHEDULE SIGNAGE AND SALVAGE.	EA	1
13	REMOVE EXISTING SIGN POST.	EA	3
14	REMOVE EXISTING LANDSCAPE AND IRRIGATION, INCLUDING IRRIGATION CONTROL VALVES WITH BOXES.	SF	3,504
15	REMOVE EXISTING CHURCH DIRECTIONAL SIGN AND SALVAGE.	EA	1
17	REMOVE EXISTING BUS SHELTER AND SALVAGE PER DIRECTION OF PUBLIC WORKS DEPARTMENT.	EA	1
18	REMOVE EXISTING BUS STOP SEATING BENCH AND SALVAGE PER DIRECTION OF THE PUBLIC WORKS DEPARTMENT.	EA	2
19	REMOVE EXISTING BUS STOP TRASH CAN AND SALVAGE PER DIRECTION OF THE PUBLIC WORKS DEPARTMENT.	EA	1
20	REMOVE EXISTING BUS STOP CONTAINER AND SALVAGE PER DIRECTION OF THE PUBLIC WORKS DEPARTMENT.	EA	1
	STREET IMPROVEMENTS:		
30	INSTALL AC PAVEMENT OVER CL II AB IN KIND.	SF	563
31	CONSTRUCT 0.15' MINIMUM AC GRIND AND 0.15' MINIMUM AC OVERLAY PER DETAIL ON SHT. NO. 2.	SF	436
32	CONSTRUCT BUS BAY PER CITY STD. DWG. NO. C-216.	SF	2,020
33	CONSTRUCT CURB (8" CF) PER CITY STD. DWG. NO. C-201 & C-216.	LF	58
34	CONSTRUCT CURB (VARIABLE CF) PER CITY STD. DWG. NO. C-201 & C-216.	LF	154
35	CONSTRUCT MODIFIED SIDEWALK (6" THICK) PER CITY STD. DWG. NO. C-213 AND C-216 (W=PER PLAN).	SF	1,908
36	INSTALL LED STREET LIGHT AND HANDHOLE (200 HPS, 22,000 LUMENS EQUIVALENT) PER CITY STD. DWG. NO. SD600-30 & MODIFIED CITY STD. DWG. NO. SD600-34 (BEHIND 9' WIDE SIDEWALK). HANDHOLE AND CONDUIT TO BE INSTALLED PER DIRECTION OF PUBLIC WORKS AND ELECTRIC DEPARTMENTS.	EA	1
37	CONSTRUCT CURB RAMP CASE 'F' PER CALTRANS STD. DWG. NO. A88A (W=5').	EA	1
38	INSTALL BUS SHELTER WITH LIGHTING (TOLAR MANUFACTURING COMPANY, INC. MODEL NO. SIERRA-32) PER MANUFACTURER SPECIFICATIONS AND DETAILS ON SHT. NO. 8.	EA	2
39	INSTALL BUS STOP SEATING BENCH (TOLAR MANUFACTURING COMPANY, INC. MODEL NO. SIERRA-32) PER MANUFACTURER SPECIFICATIONS.	EA	4
40	INSTALL BUS STOP TRASH CAN (TOLAR MANUFACTURING COMPANY, INC. MODEL NO. SIERRA-32) PER MANUFACTURER SPECIFICATIONS.	EA	2
41	INSTALL ACKER-STONE OR APPROVED EQUAL, PALAZZO 12" SQ. TRUNCATED DOMES, COLOR ONYX FM PTD-610, FINISH: STANDARD PER MANUFACTURER'S SPECIFICATIONS. TRUNCATED DOMES SHALL BE INSTALLED IN STACKED FORMAT AND NOT RADIAL AT CURVES (DEPTH=36", WIDTH=60").	EA	2
42	INSTALL LANDSCAPE AND IRRIGATION, INCLUDING IRRIGATION CONTROL VALVES WITH BOXES, ALL IN KIND.	SF	1,730
43	CONSTRUCT SIDEWALK PER CITY STD. DWG. NO. C-213 (W=PER PLAN).	SF	76
44	ADJUST EXISTING CATV VAULT TO GRADE.	EA	1
45	ADJUST EXISTING TELEPHONE VAULT TO GRADE.	EA	1
46	CONSTRUCT MODIFIED TYPE "A" CURB & GUTTER (VAR. CF PER PLAN, 12" BAND) PER CITY STD. NO. C-200 (NO CLASS II AB). SEE DETAIL ON SHEET NO. 2.	LF	26
47	CONSTRUCT MODIFIED TYPE "A" CURB & GUTTER (6" CF, 1% GUTTER PAN) PER CITY STD. NO. C-200 (NO CLASS II AB). SEE DETAIL ON SHEET NO. 2.	LF	16
48	CONSTRUCT MODIFIED TYPE "A" CURB & GUTTER (VAR." CF, 0.5% GUTTER PAN) PER CITY STD. NO. C-200 (NO CLASS II AB). SEE DETAIL ON SHEET NO. 2.	LF	17
49	CONSTRUCT MODIFIED TYPE "D" CURB ONLY (VAR. CF PER PLAN) PER CITY STD. NO. C-203 (NO CLASS II AB). SEE DETAIL ON SHEET NO. 2.	LF	9
50	CONSTRUCT MODIFIED UNDER SIDEWALK DRAIN PER R.C.T.D. STD. NO. 309. & DETAIL ON SHEET NO. 5.	EA	1
51	CONSTRUCT 0.10' MINIMUM AC GRIND AND 0.10' MINIMUM AC OVERLAY PER DETAIL ON SHT. NO. 2.	SF	148
52	CONSTRUCT MONUMENT WALL PER DETAIL ON SHT. NO. 10 THROUGH SHT. 15.	EA	1
	SIGNING AND STRIPING IMPROVEMENTS:		
60	INSTALL SIGN POST PER DETAIL SHT. NO. 6.	EA	3
61	INSTALL SALVAGED R3-7 SIGN PER CA MUTCD STD. AND DETAIL SHT. NO. 6.	EA	1
62	INSTALL TYPE IV (R) ARROW PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24A.	EA	2
63	INSTALL "BUS STOP" SIGN PER CITY STD.	EA	2
64	PAINT 4" SINGLE BLUE PARKING STRIPE.	LF	125
65	INSTALL CONCRETE WHEEL STOP PER DETAIL SHT. NO. 6.	EA	22
66	INSTALL SALVAGED CHURCH DIRECTIONAL SIGN.	EA	1
67	INSTALL ADA DIRECTIONAL SIGNAGE PER DETAIL SHT. NO. 6.	EA	1
	EROSION & SEDIMENT CONTROL		
80	INSTALL SANDBAG VELOCITY REDUCER/SEDIMENT TRAP PER CASQA BMP NO. SE-6 & DETAIL SHT. NO. 5	LF	60
81	STREET SWEEPING & VACUUMING - CASQA BMP SE-7.	LS	1

ABOVE QUANTITIES ARE ENGINEER'S ESTIMATE ONLY. CONTRACTOR TO VERIFY ALL QUANTITIES FOR BID SUBMITTAL.



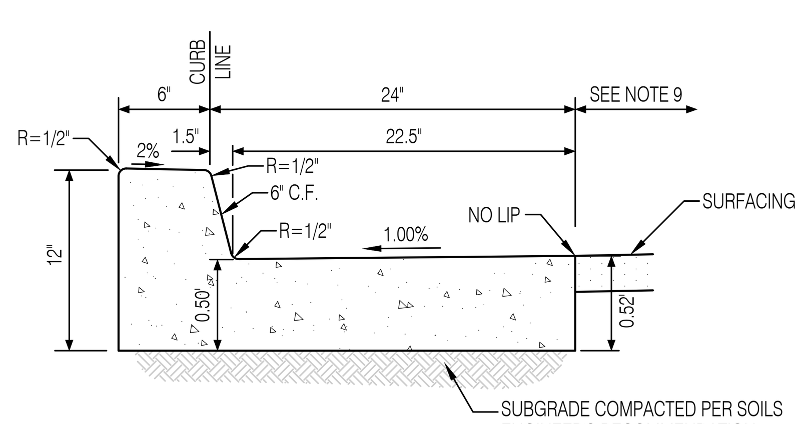
NOTES:
1. CONCRETE SHALL BE CLASS 520-C-2500 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. FINISH SHALL BE STEEL TROWEL FINISH.
3. FLOWLINE SHALL BE STEEL TROWEL FINISH.
4. CURB SHALL HAVE WEAKENED PLANE JOINTS AT 10' INTERVAL; NO SCORE LINES ALLOWED.
5. SUBGRADE SHALL BE COMPACTED PER SOILS ENGINEER'S RECOMMENDATIONS UNDER CURB AND GUTTER.
6. WHEN CURB AND GUTTER IS PLACED BY AN EXTRUSION MACHINE, FINISHING WORK SHALL PROVIDE AN ACCEPTABLE FINISH AND WEAKENED PLANE JOINTS MAY BE SAWCUT.
7. MINIMUM GRADE = 0.40%.
8. A MIN. 1' WIDE AC PAVEMENT REPAIR SECTION SHALL BE CONSTRUCTED WHEN CURB AND GUTTER IS PLACED ADJACENT TO EXISTING AC PAVEMENT.
9. PAVEMENT SURFACE SHALL BE FLUSH WITH THE EDGE OF GUTTER (NO LIP) WHEN FRONTING THE BOTTOM OF AN ACCESS RAMP.

(46) MODIFIED TYPE "A" CURB & GUTTER (VARIES CF, 12" BAND)

CITY STD. DWG. NO. C-200 (NO CLASS 2 AGGREGATE)
NTS

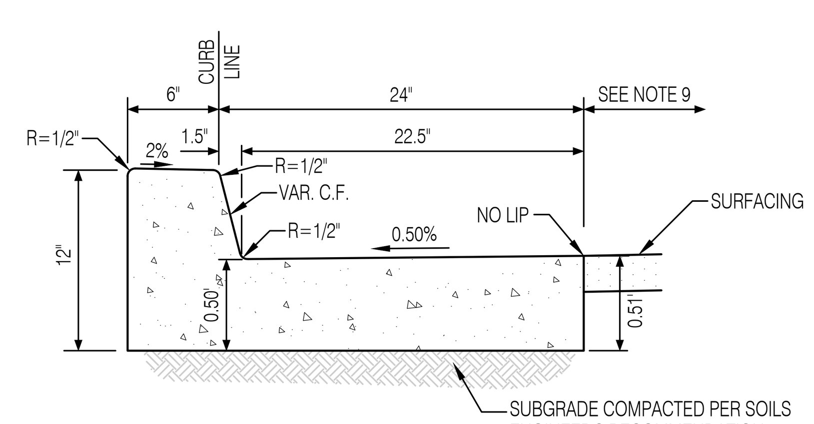
DISPOSITION NOTES

- [2] EXISTING TREE PROTECT IN PLACE.
- [3] EXISTING CURB & GUTTER PROTECT IN PLACE.
- [4] EXISTING CURB ONLY PROTECT IN PLACE.
- [5] EXISTING UNDERGROUND CATV PROTECT IN PLACE.
- [6] EXISTING UNDERGROUND TELEPHONE PROTECT IN PLACE.
- [7] EXISTING HOSPITAL PARKING LIGHT PROTECT IN PLACE. CONTRACTOR TO VERIFY EXISTING LOCATION OF UNDERGROUND HOSPITAL PARKING LIGHTING SERVICES AND RELOCATE AS NEEDED.
- [8] PROPOSED STREET LIGHT HANDHOLE PER DRY UTILITY CONSULTANT'S RECOMMENDATIONS.
- [9] EXISTING TRAFFIC SIGNAL HANDHOLE TO BE RELOCATED PER TRAFFIC SIGNAL MODIFICATION PLAN, SHT. NO. 9.
- [10] PROPOSED 5'W X 8'L ADA BOARDING/LANDING AREA.



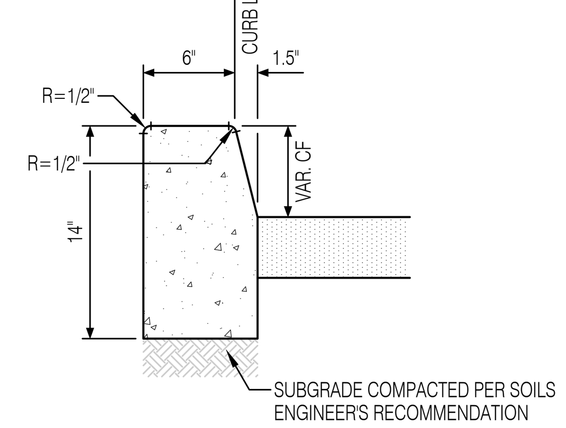
(47) MODIFIED TYPE "A" CURB & GUTTER WITH 1% GUTTER PAN

CITY STD. DWG. NO. C-200 (NO CLASS 2 AGGREGATE)
NTS



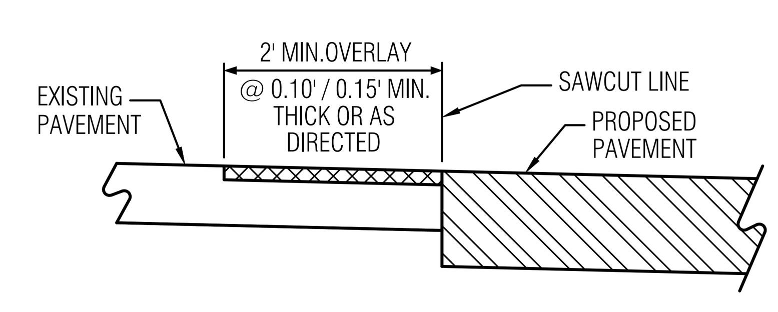
(48) MODIFIED TYPE "A" CURB & GUTTER (VAR. CF) WITH 0.5% GUTTER PAN

CITY STD. DWG. NO. C-200 (NO CLASS 2 AGGREGATE)
NTS



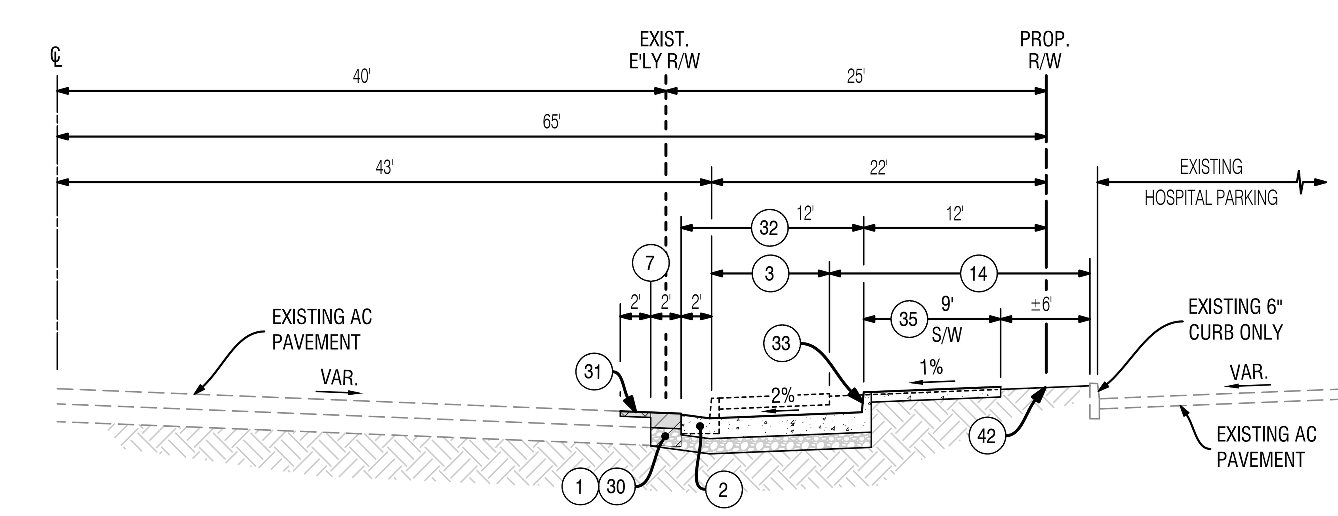
(49) MODIFIED TYPE "D" CURB ONLY (VARIES CF)

CITY STD. DWG. NO. C-203 (NO CLASS 2 AGGREGATE BASE)
NTS



(31)(51) AC GRIND & OVERLAY DETAIL

NOT TO SCALE



HIGHLAND SPRINGS AVENUE (PUBLIC)

ARTERIAL HIGHWAY TI=9.5
(LOOKING NORTH AT BUS BAY)
SCALE HORIZ - 1"=10'
VERT - 1"=5'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811
OR
1-800-422-4133

REVISIONS			
MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
5 PETERS CANYON ROAD
SUITE 305
IRVINE, CA 92606
(949) 251-8821
WWW.MDSCONSULTING.NET
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH 2/6/2024
DATE
RCE# 052496

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 52496
CIVIL
STATE OF CALIFORNIA

City of BANNING
INCORPORATED 1913
ENDLESS OPPORTUNITY

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 DATE
SENIOR CIVIL ENGINEER
APPROVED BY:
NATHAN C. SMITH, RCE #74754 DATE
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

STREET IMPROVEMENT PLAN
FOR
HIGHLAND SPRINGS AVENUE BUS BAY
GENERAL NOTES, CONSTRUCTION NOTES & ESTIMATED QUANTITIES

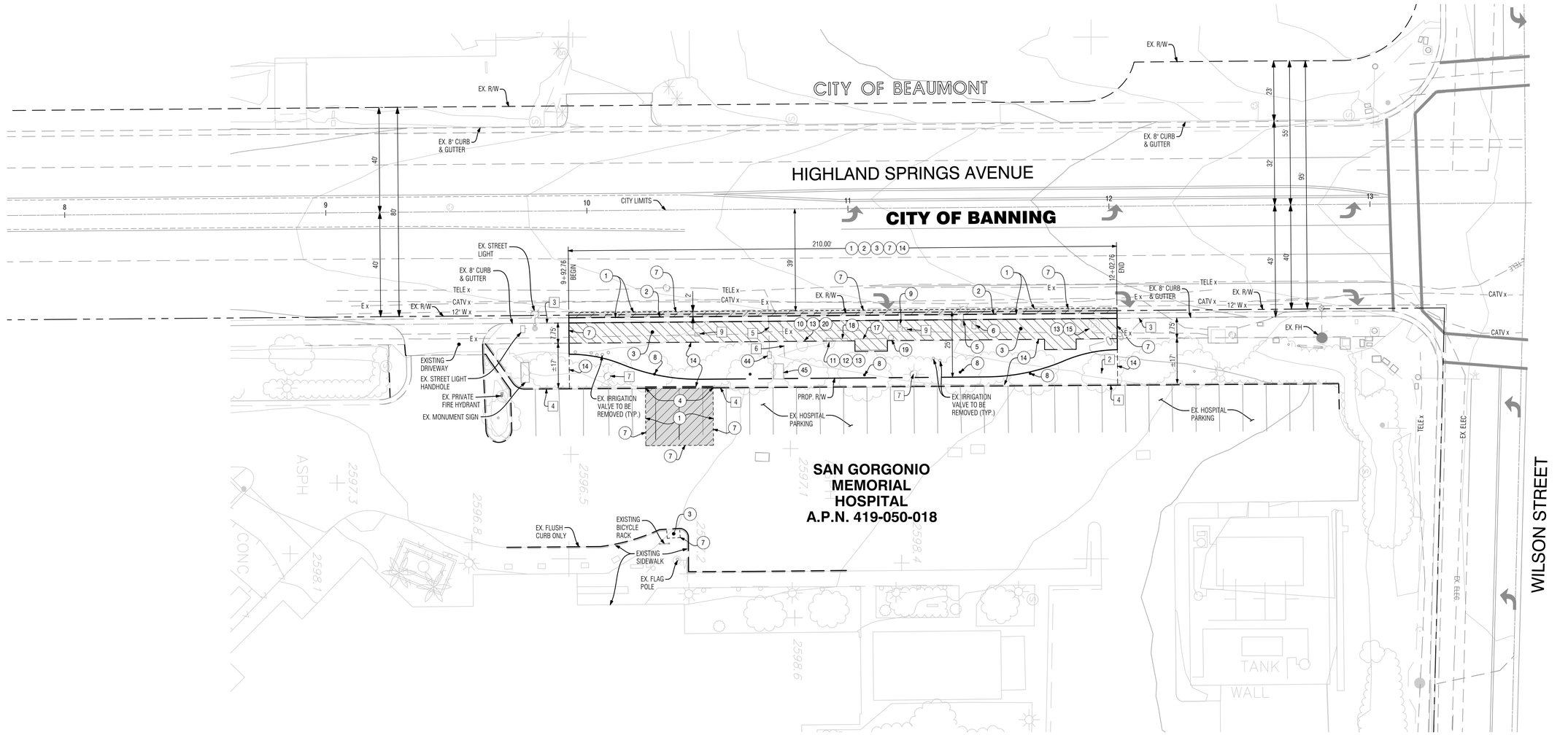
W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 15

HIGHLAND SPRINGS AVENUE BUS BAY, STREET IMPROVEMENT PLAN

SUBMITTAL NO. 2 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 02-06-2024

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Last Edit: 02.06.2024 07:41:46 AM By: Mtran

MDS File: 99460-HSA Bus Bay - SHT02.dwg
Plot Scale: 0.386863 Dwg Scale: ----
Plot Date: 02.06.2024 4:02:16 PM By: mtran



CONSTRUCTION NOTES:

1. REMOVE EXISTING AC PAVEMENT OVER BASE (2' MINIMUM WIDTH).
2. REMOVE EXISTING CURB & GUTTER.
3. REMOVE EXISTING SIDEWALK.
4. REMOVE EXISTING CURB ONLY.
5. REMOVE EXISTING STREET LIGHT.
6. REMOVE EXISTING STREET LIGHT HANDHOLE.
7. CONSTRUCT SAWCUT LINE.
8. REMOVE EXISTING TREE.
9. REMOVE EXISTING R3-7 SIGN AND SALVAGE.
10. REMOVE EXISTING "BEAUMONT TRANSIT" SIGN AND SALVAGE.
11. REMOVE EXISTING "BUS STOP" SIGN AND SALVAGE.
12. REMOVE EXISTING BUS ROUTE/SCHEDULE SIGNAGE AND SALVAGE.
13. REMOVE EXISTING SIGN POST.
14. REMOVE EXISTING LANDSCAPE AND IRRIGATION, INCLUDING IRRIGATION CONTROL VALVES WITH BOXES.
15. REMOVE EXISTING CHURCH DIRECTIONAL SIGN AND SALVAGE.
17. REMOVE EXISTING BUS SHELTER AND SALVAGE PER DIRECTION OF PUBLIC WORKS DEPARTMENT.
18. REMOVE EXISTING BUS STOP SEATING BENCH AND SALVAGE PER DIRECTION OF THE PUBLIC WORKS DEPARTMENT.
19. REMOVE EXISTING BUS STOP TRASH CAN AND SALVAGE PER DIRECTION OF THE PUBLIC WORKS DEPARTMENT.
20. REMOVE EXISTING BUS STOP CONTAINER AND SALVAGE PER DIRECTION OF THE PUBLIC WORKS DEPARTMENT.
44. ADJUST EXISTING CATV VAULT TO GRADE.
45. ADJUST EXISTING TELEPHONE VAULT TO GRADE.

LEGEND

REMOVE EXISTING SIDEWALK

REMOVE EXISTING AC PAVEMENT OVER BASE

DISPOSITION NOTES

2. EXISTING TREE PROTECT IN PLACE.
3. EXISTING CURB & GUTTER PROTECT IN PLACE.
4. EXISTING CURB ONLY PROTECT IN PLACE.
5. EXISTING UNDERGROUND CATV PROTECT IN PLACE.
6. EXISTING UNDERGROUND TELEPHONE PROTECT IN PLACE.
7. EXISTING HOSPITAL PARKING LIGHT PROTECT IN PLACE. CONTRACTOR TO VERIFY EXISTING LOCATION OF UNDERGROUND HOSPITAL PARKING LIGHTING SERVICES AND RELOCATE AS NEEDED.
9. EXISTING TRAFFIC SIGNAL HANDHOLE TO BE RELOCATED PER TRAFFIC SIGNAL MODIFICATION PLAN, SHT. NO. 9.

20 0 10 20 40 80
(1"=20')

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
5 PETERS CANYON ROAD
SUITE 305
IRVINE, CA 92606
(949) 251-8821
WWW.MDSCONSULTING.NET
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496
2/6/2024
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 52496
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299
SENIOR CIVIL ENGINEER
DATE

APPROVED BY:
NATHAN C. SMITH, RCE #74754
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
DATE

STREET IMPROVEMENT PLAN FOR HIGHLAND SPRINGS AVENUE BUS BAY

DEMOLITION PLAN

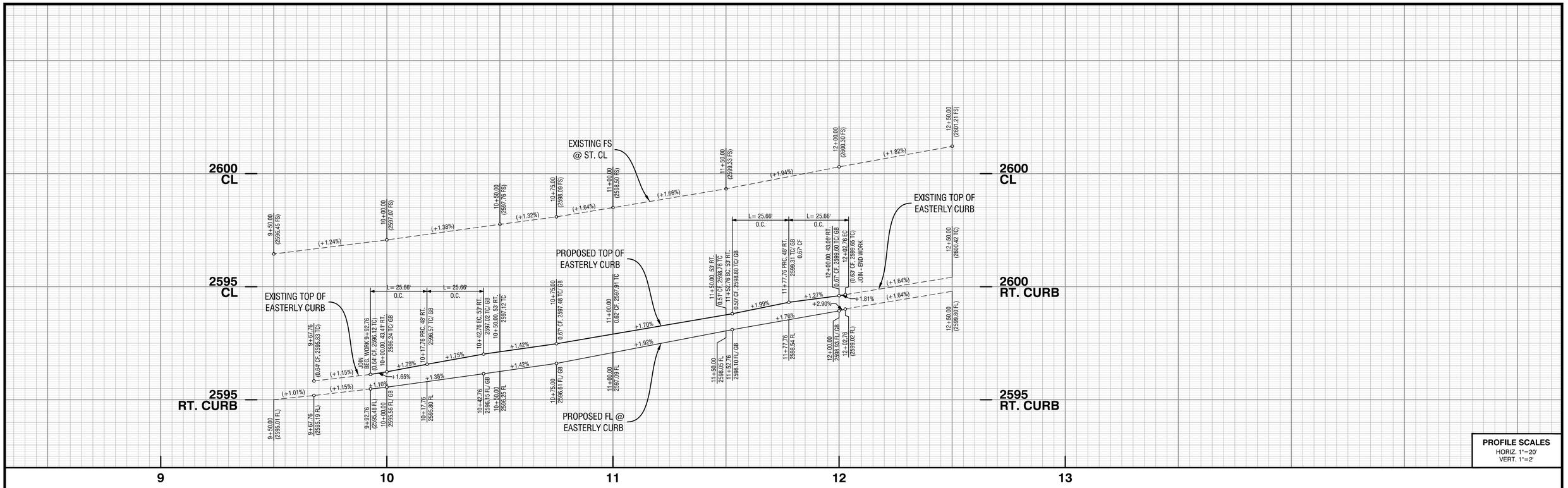
W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 15

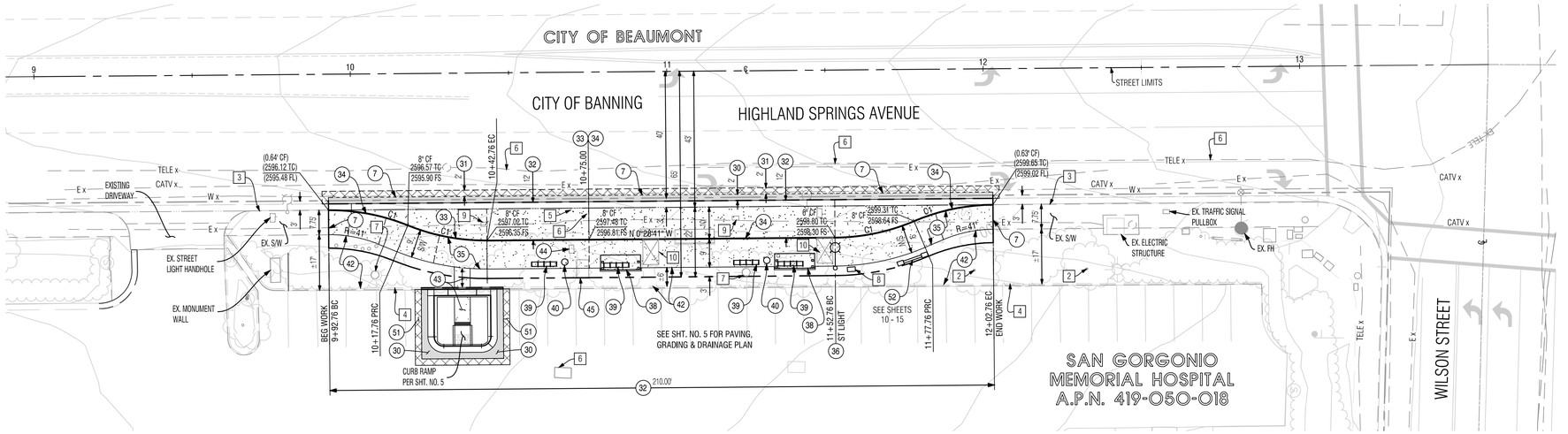
HIGHLAND SPRINGS AVENUE BUS BAY, STREET IMPROVEMENT PLAN

SUBMITTAL NO. 2 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 02-06-2024

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Plot Scale: 0.386863 Dwg Scale: ----
Plot Date: 02.06.2024 3:59:23 PM By: mtran





CONSTRUCTION NOTES:

7. CONSTRUCT SAWCUT LINE.
30. INSTALL AC PAVEMENT OVER CL II AB IN KIND.
31. CONSTRUCT 0.15' MINIMUM AC GRIND AND 0.15' MINIMUM AC OVERLAY PER DETAIL ON SHT. NO. 2.
32. CONSTRUCT BUS BAY PER CITY STD. DWG. NO. C-216.
33. CONSTRUCT CURB (8" CF) PER CITY STD. DWG. NO. C-201 & C-216.
34. CONSTRUCT CURB (VARIABLE CF) PER CITY STD. DWG. NO. C-201 & C-216.
35. CONSTRUCT MODIFIED SIDEWALK (6" THICK) PER CITY STD. DWG. NO. C-213 AND C-216 (W=PER PLAN).
36. INSTALL LED STREET LIGHT AND HANDHOLE (200 HPS, 22,000 LUMENS EQUIVALENT) PER CITY STD. DWG. NO. SD600-30 & MODIFIED CITY STD. DWG. NO. SD600-34 (BEHIND 9' WIDE SIDEWALK), HANDHOLE AND CONDUIT TO BE INSTALLED PER DIRECTION OF PUBLIC WORKS AND ELECTRIC DEPARTMENTS.
38. INSTALL BUS SHELTER WITH LIGHTING (TOLAR MANUFACTURING COMPANY, INC. MODEL NO. SIERRA-32) PER MANUFACTURER SPECIFICATIONS AND DETAILS ON SHT. NO. 8.
39. INSTALL BUS STOP SEATING BENCH (TOLAR MANUFACTURING COMPANY, INC. MODEL NO. SIERRA-32) PER MANUFACTURER SPECIFICATIONS.
40. INSTALL BUS STOP TRASH CAN (TOLAR MANUFACTURING COMPANY, INC. MODEL NO. SIERRA-32) PER MANUFACTURER SPECIFICATIONS.
42. INSTALL LANDSCAPE AND IRRIGATION, INCLUDING IRRIGATION CONTROL VALVES WITH BOXES, ALL IN KIND.
43. CONSTRUCT SIDEWALK PER CITY STD. DWG. NO. C-213 (W=PER PLAN).
44. ADJUST EXISTING CATV VAULT TO GRADE.
45. ADJUST EXISTING TELEPHONE VAULT TO GRADE.
51. CONSTRUCT 0.10' MINIMUM AC GRIND AND 0.10' MINIMUM AC OVERLAY PER DETAIL ON SHT. NO. 2.
52. CONSTRUCT MONUMENT WALL PER DETAIL ON SHT. NO. 10 THROUGH SHT. 15.

DISPOSITION NOTES

2. EXISTING TREE PROTECT IN PLACE.
3. EXISTING CURB & GUTTER PROTECT IN PLACE.
4. EXISTING CURB ONLY PROTECT IN PLACE.
5. EXISTING UNDERGROUND CATV PROTECT IN PLACE.
6. EXISTING UNDERGROUND TELEPHONE PROTECT IN PLACE.
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8. PROPOSED STREET LIGHT HANDHOLE PER DRY UTILITY CONSULTANT'S RECOMMENDATIONS.
9. EXISTING TRAFFIC SIGNAL HANDHOLE TO BE RELOCATED PER TRAFFIC SIGNAL MODIFICATION PLAN, SHT. NO. 9.
10. PROPOSED 5'W X 8'L ADA BOARDING/LANDING AREA.

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	22°37'12"	65.00'	25.66'	13.00'

LEGEND

- PROPOSED AC PAVEMENT
- GRIND EXISTING AC PAVEMENT AND CONSTRUCT AC OVERLAY
- PROPOSED CONCRETE

20 0 10 20 40 80
(1"=20')

PROFILE SCALES
HORIZ. 1"=20'
VERT. 1"=2'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
5 PETERS CANYON ROAD
SUITE 305
IRVINE, CA 92606
(949) 251-8821
WWW.MDSCONSULTING.NET
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496
2/6/2024
DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 52496 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299
SENIOR CIVIL ENGINEER — DATE

APPROVED BY:
NATHAN C. SMITH, RCE #74754
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER — DATE

STREET IMPROVEMENT PLAN FOR HIGHLAND SPRINGS AVENUE BUS BAY

STREET IMPROVEMENT PLAN

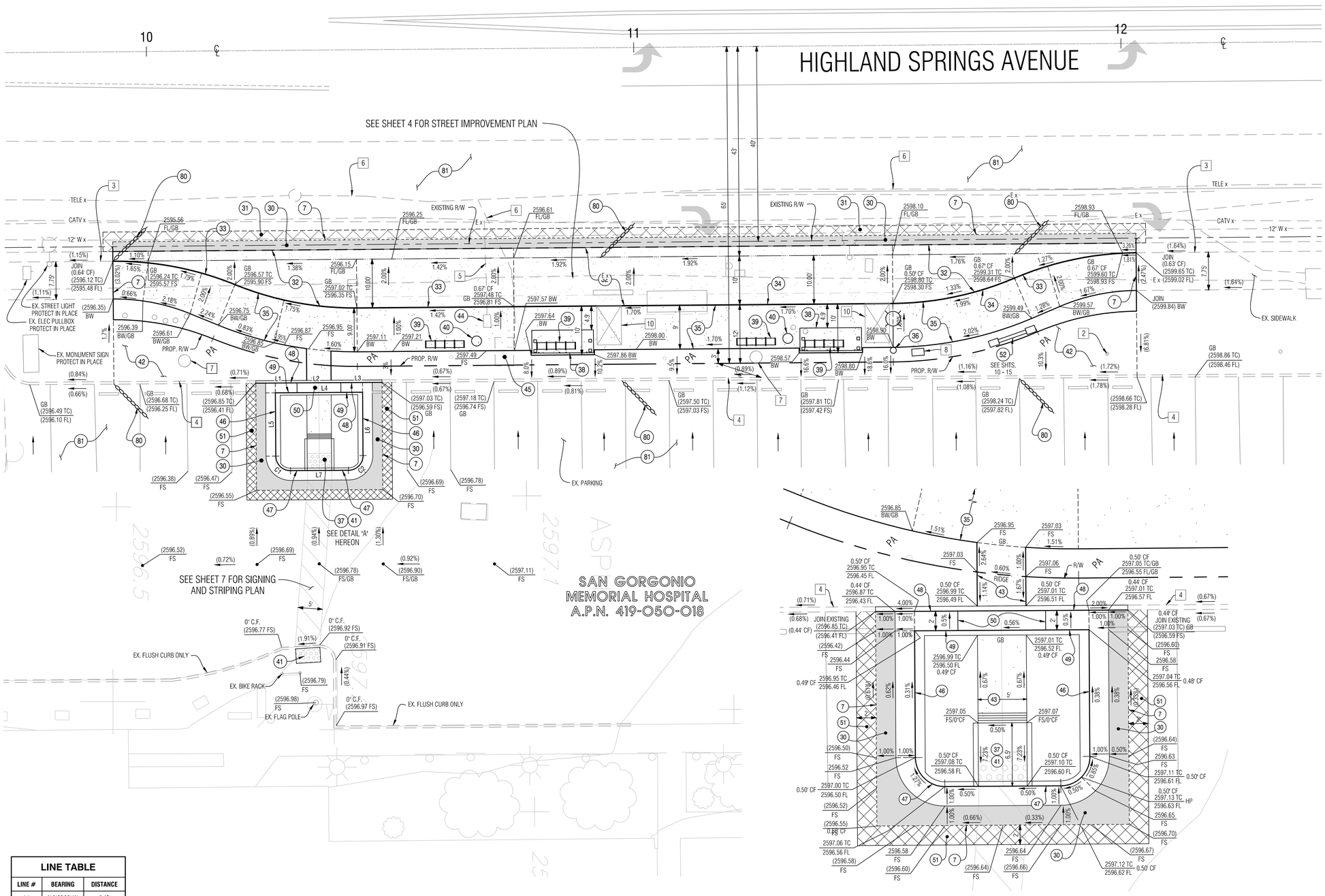
W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 15

HIGHLAND SPRINGS AVENUE BUS BAY, STREET IMPROVEMENT PLAN

SUBMITTAL NO. 2 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 02-06-2024

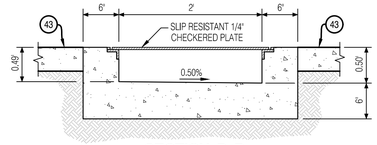
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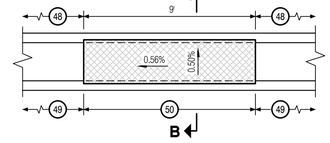


CONSTRUCTION NOTES

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50. CONSTRUCT MODIFIED UNDER SIDEWALK DRAIN PER R.C.T.D. STD. NO. 309. & DETAIL ON THIS SHEET.
51. CONSTRUCT 0.10' MINIMUM AC GRIND AND 0.10' MINIMUM AC OVERLAY PER DETAIL ON SHT. NO. 2.
52. CONSTRUCT MONUMENT WALL PER DETAIL ON SHT. NO. 10 THROUGH SHT. 15.
80. INSTALL SANDBAG VELOCITY REDUCER/SEDIMENT TRAP PER CASQA BMP NO. SE-6 & DETAIL ON THIS SHEET.
81. STREET SWEEPING & VACUUMING - CASQA BMP SE-7.

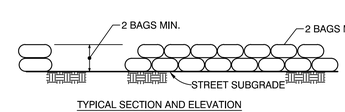


SECTION B-B

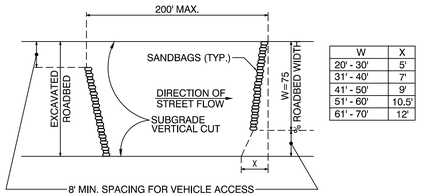


50 MODIFIED UNDER SIDEWALK DRAIN

ALSO SEE R.C.T.D. STD. DWG. NO. 309
NTS



TYPICAL SECTION AND ELEVATION



W	X
20' - 30'	5'
31' - 40'	7'
41' - 50'	9'
51' - 60'	10.5'
61' - 70'	12'

PLAN VIEW

80 VELOCITY REDUCER/SEDIMENT TRAP

CASQA BMP # SE-6
NTS

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 0°22'36" W	8.45'
L2	N 0°22'36" W	9.00'
L3	N 0°22'36" W	8.45'
L4	N 0°22'36" W	17.90'
L5	N 89°37'24" E	13.00'
L6	N 89°37'24" E	13.00'
L7	N 0°22'36" W	11.90'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	90°00'00"	3.00'	4.71'	3.00'
C2	90°00'00"	3.00'	4.71'	3.00'

DISPOSITION NOTES

2. EXISTING TREE PROTECT IN PLACE.
3. EXISTING CURB & GUTTER PROTECT IN PLACE.
4. EXISTING CURB ONLY PROTECT IN PLACE.
5. EXISTING UNDERGROUND CATV PROTECT IN PLACE.
6. EXISTING UNDERGROUND TELEPHONE PROTECT IN PLACE.
7. EXISTING HOSPITAL PARKING LIGHT PROTECT IN PLACE. CONTRACTOR TO VERIFY EXISTING LOCATION OF UNDERGROUND HOSPITAL PARKING LIGHTING SERVICES AND RELOCATE AS NEEDED.
8. PROPOSED STREET LIGHT HANDHOLE PER DRY UTILITY CONSULTANT'S RECOMMENDATIONS.
9. EXISTING TRAFFIC SIGNAL HANDHOLE TO BE RELOCATED PER TRAFFIC SIGNAL MODIFICATION PLAN, SHT. NO. 9.
10. PROPOSED 5'W X 8'L ADA BOARDING/LANDING AREA.

LEGEND

- PROPOSED AC PAVEMENT
- GRIND EXISTING AC PAVEMENT AND CONSTRUCT AC OVERLAY
- PROPOSED CONCRETE

DETAIL 'A'

(1"=5')

(1"=10')

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
5 PETERS CANYON ROAD
SUITE 305
IRVINE, CA 92606
(949) 251-8821
WWW.MDSCONSULTING.NET
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496
2/6/2024
DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 52496 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299
SENIOR CIVIL ENGINEER
DATE

APPROVED BY:
NATHAN C. SMITH, RCE #74754
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
DATE

STREET IMPROVEMENT PLAN FOR HIGHLAND SPRINGS AVENUE BUS BAY

PAVING, GRADING, DRAINAGE, EROSION & SEDIMENT CONTROL PLAN

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 15

HIGHLAND SPRINGS AVENUE BUS BAY, STREET IMPROVEMENT PLAN

SUBMITTAL NO. 2 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 02-06-2024

MDS Proj. Data: I:\99460 ENGINEERING Plans\Street
Created: 02.06.2024 03:27:10 PM Author: ----
Last Edit: 02.06.2024 03:54:38 PM By: Mtran
MDS File: 99460-HSA Bus Bay - SHT05 (PG EROSION).dwg
Plot Scale: 0.386863 Dwg Scale: ----
Plot Date: 02.06.2024 4:23:47 PM By: mtran

SIGNING AND STRIPING GENERAL NOTES:

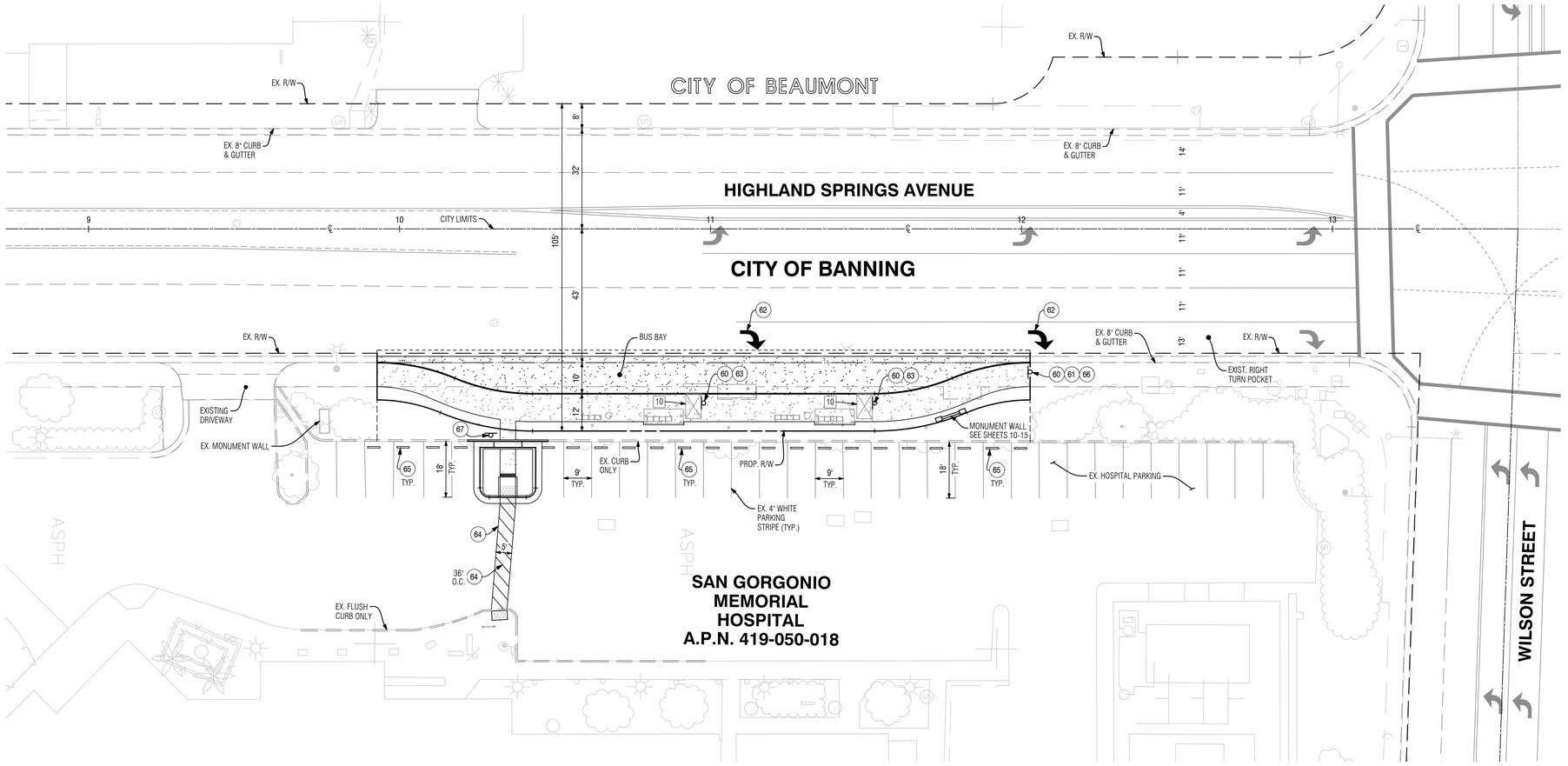
1. ALL MATERIAL AND WORK SHALL CONFORM TO THE LATEST EDITION OF CITY OF BANNING STANDARD PLANS, CALTRANS STANDARD PLANS AND STANDARD SPECIFICATIONS, AND CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. ALL TRAFFIC STRIPES, PAVEMENT MARKINGS, AND SIGNS SHALL BE REFLECTORIZED AND IN STANDARD SIZE. ALL STRIPING AND MARKING DETAILS SHALL MATCH CALTRANS STANDARD PLANS DETAILS. STENCILS FOR PAVEMENT MARKING SHALL MATCH CALTRANS STANDARD PLANS.
3. THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPES, PAVEMENT MARKINGS, AND RAISED PAVEMENT MARKERS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. WORD OR SYMBOL PAVEMENT MARKINGS SHALL BE REMOVED BY SANDBLASTING OR GRINDING A RECTANGULAR AREA COVERING THE WHOLE MARKING.
4. ALL CROSSWALKS SHALL HAVE 10 FEET IN BETWEEN THE 12-INCH WHITE OR YELLOW STRIPES.
5. ALL DOUBLE YELLOW STRIPES SHALL HAVE 3-INCH PAINTED BLACK LINE SEPARATING THE YELLOW STRIPES.
6. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL TRAFFIC STRIPES, RAISED PAVEMENT MARKERS (RPMS), PAVEMENT MARKINGS, AND SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER.
7. ALL TRAFFIC STRIPING AND PAVEMENT MARKINGS, INCLUDING CROSSWALKS, LIMIT LINES, AND STOP BARS, SHALL BE APPLIED WITH THERMOPLASTIC MATERIAL PER CALTRANS STANDARD SPECIFICATIONS SECTION 84-2.
8. ALL RPMS SHALL BE INSTALLED WITHIN SEVEN WORKING DAYS OF ROADWAY STRIPING. ALL EXISTING RPMS WITHIN THE PROJECT AREA SHALL BE REPLACED IN KIND OR REMOVED IN ACCORDANCE WITH THE PLANS, OR AS DIRECTED BY THE ENGINEER.
9. THE CONTRACTOR SHALL INSTALL STANDARD SIZE SIGN PANEL ON TELESPAR SQUARE POST PER RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT STANDARD NO. 1222 WITH ANCHOR AND SLEEVE PER RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT STANDARD NO. 1222, STANDARD MODIFIED TO INCLUDE CONCRETE FOOTING PER TRAFFIC SIGN POST DETAIL THIS SHEET.
10. THE CONTRACTOR SHALL REMOVE SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL DELIVER REMOVED SIGNS TO THE CITY YARD OR AS DIRECTED BY THE ENGINEER.
11. THE CONTRACTOR SHALL SUBMIT A TRAFFIC SIGNAL TIMING SHEET TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION OF ANY NEW OR MODIFIED TRAFFIC SIGNAL. THE TIMING SHEET WILL MEET ALL REQUIREMENTS PER THE LATEST CALIFORNIA MUTCD, PART 4 "HIGHWAY TRAFFIC SIGNALS".
12. THE CONTRACTOR SHALL REPLACE ALL SIGNING AND STRIPING WITHIN PROJECT LIMITS DAMAGED OR ALTERED BY THE PROJECT, AS DETERMINED BY THE CITY ENGINEER.

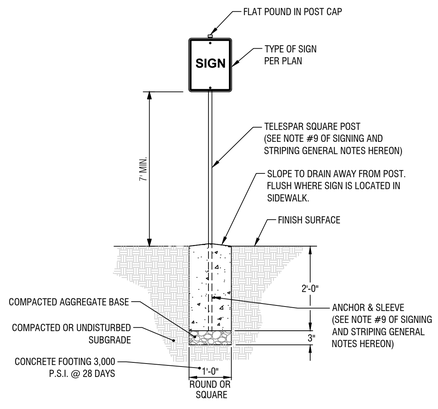
DISPOSITION NOTES

[10] PROPOSED 5'W X 8'L ADA BOARDING/LANDING AREA.

CONSTRUCTION NOTES:

(60) INSTALL SIGN POST PER DETAIL THIS SHEET.
(61) INSTALL SALVAGED R3-7 SIGN PER CA MUTCD STD. AND DETAIL THIS SHEET.
(62) INSTALL TYPE IV (R) ARROW PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24A.
(63) INSTALL "BUS STOP" SIGN PER CITY STD.
(64) PAINT 4" SINGLE BLUE PARKING STRIPE.
(65) INSTALL CONCRETE WHEEL STOP PER DETAIL THIS SHEET.
(66) INSTALL SALVAGED CHURCH DIRECTIONAL SIGN.
(67) INSTALL ADA DIRECTIONAL SIGNAGE PER DETAIL THIS SHEET.

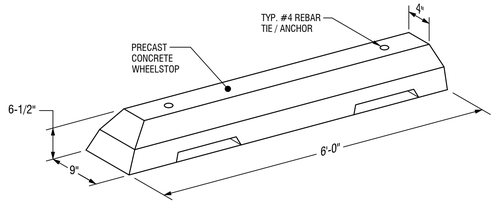




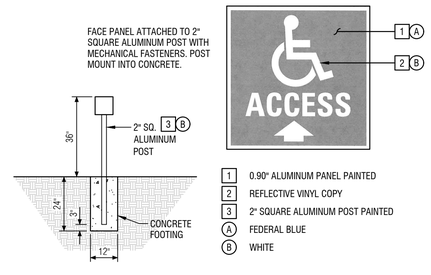
60 SIGN AND POST
EDGE OF SIGN TO BE LOCATED 24" MIN. FROM FACE OF CURB UNLESS OTHERWISE NOTED ON PLAN
NOT TO SCALE



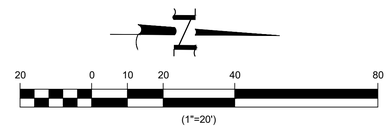
61 EXISTING R3-7
NTS



65 WHEEL STOP
NOT TO SCALE



67 ADA DIRECTIONAL SIGNAGE & POST
NOT TO SCALE



Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
5 PETERS CANYON ROAD
SUITE 305
IRVINE, CA 92606
(949) 251-8821
WWW.MDSCONSULTING.NET
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496
2/6/2024
DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 52496 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299
SENIOR CIVIL ENGINEER
DATE
APPROVED BY:
NATHAN C. SMITH, RCE #74754
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
DATE

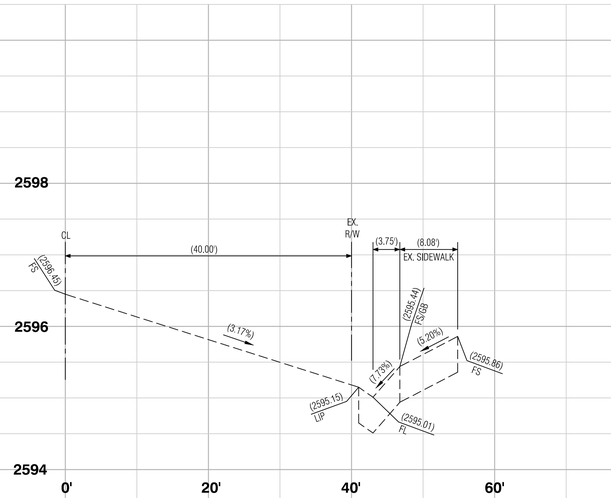
STREET IMPROVEMENT PLAN
FOR
HIGHLAND SPRINGS AVENUE BUS BAY
SIGNING & STRIPING IMPROVEMENT PLAN

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 15

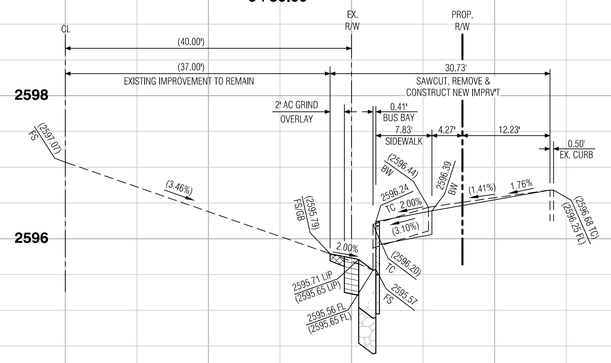
HIGHLAND SPRINGS AVENUE BUS BAY, STREET IMPROVEMENT PLAN

SUBMITTAL NO. 2 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 02-06-2024

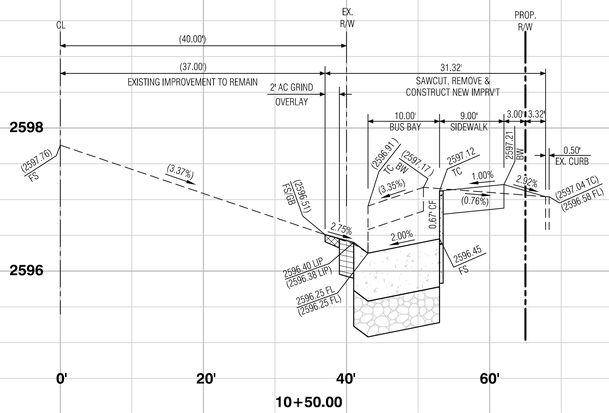
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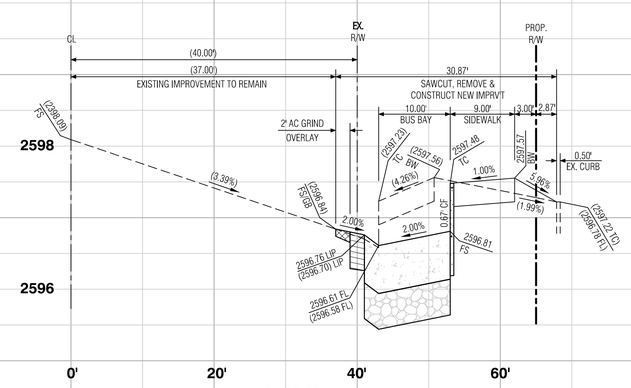
9+50.00



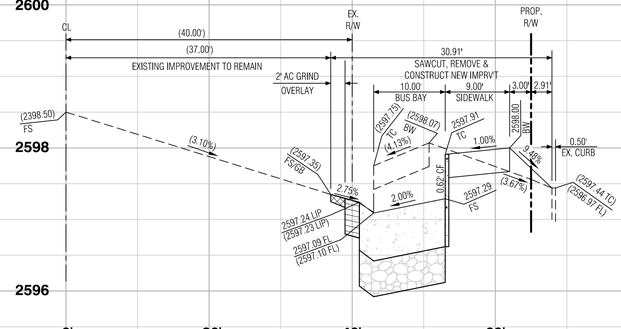
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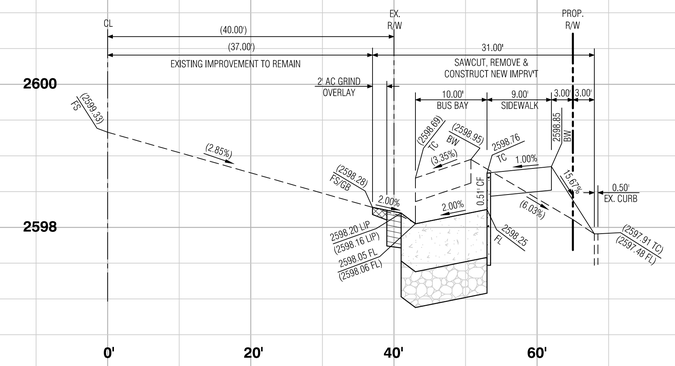
10+50.00



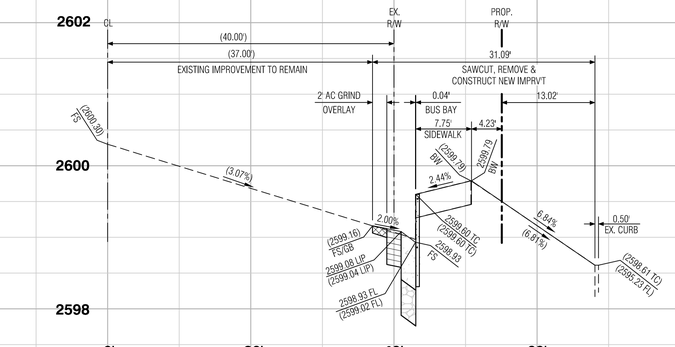
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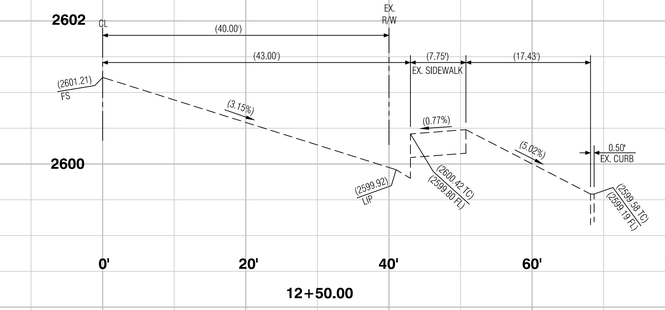
11+00.00



11+50.00



12+00.00



12+50.00

PROFILE SCALES
1"=10'

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
5 PETERS CANYON ROAD
SUITE 305
IRVINE, CA 92606
(949) 251-8821
WWW.MDSCONSULTING.NET
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496
2/6/2024
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 52496
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299
SENIOR CIVIL ENGINEER
DATE

APPROVED BY:
NATHAN C. SMITH, RCE #74754
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
DATE

STREET IMPROVEMENT PLAN FOR HIGHLAND SPRINGS AVENUE BUS BAY

STREET SECTIONS

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 15

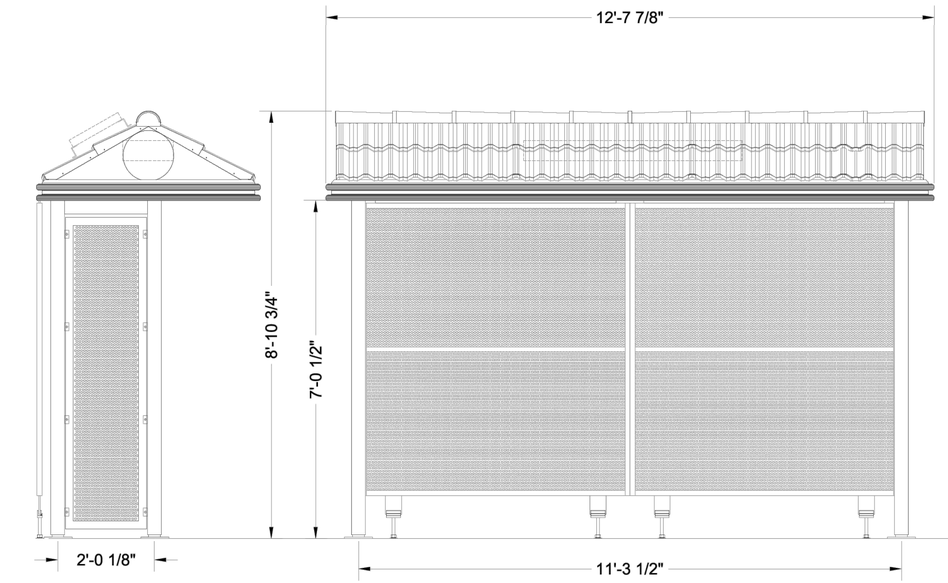
HIGHLAND SPRINGS AVENUE BUS BAY, STREET IMPROVEMENT PLAN

SUBMITTAL NO. 2 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 02-06-2024

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Last Edit: 08.23.2023 06:16:18 PM By: Station178
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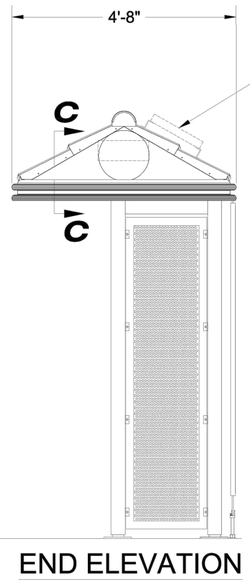
THIS DRAWING HAS BEEN GENERATED AND IS MAINTAINED BY A CAD SYSTEM. CHANGES SHALL ONLY BE INCORPORATED AS DIRECTED BY TOLAR MANUFACTURING CO., INC.'S ENGINEERING DEPT.

REVISIONS				
ZONE	REV	DESCRIPTION	DATE	APPROVED
	A	REVISED PER CALC'S	4/17/06	ER

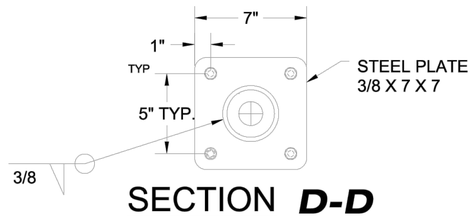


END ELEVATION

FRONT ELEVATION

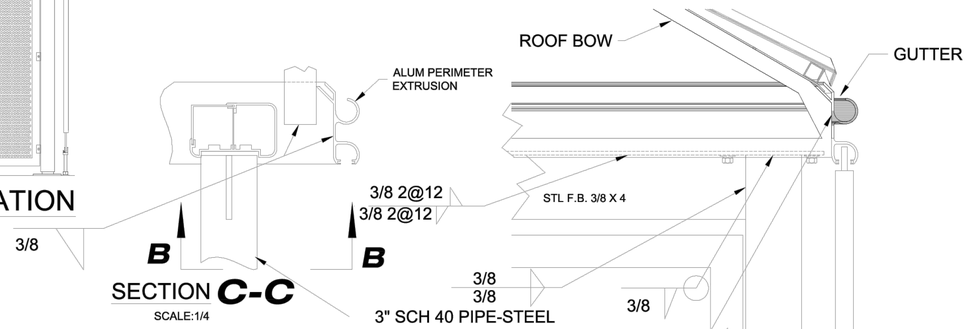


END ELEVATION



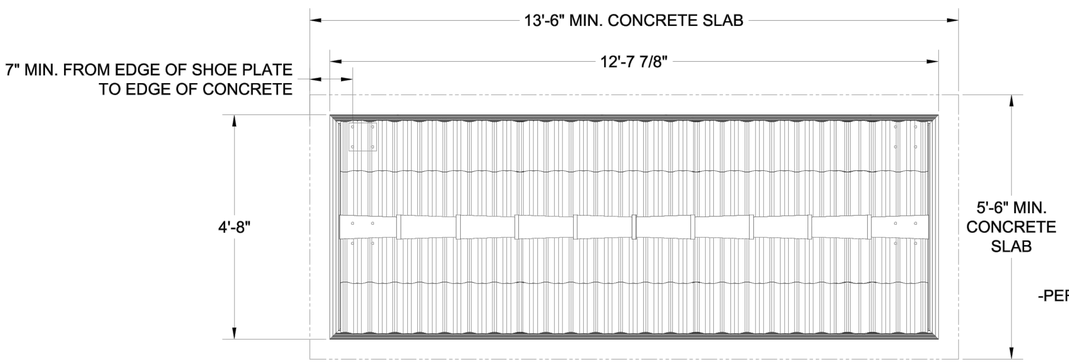
SECTION **D-D**

SCALE:1/4



SECTION **C-C**

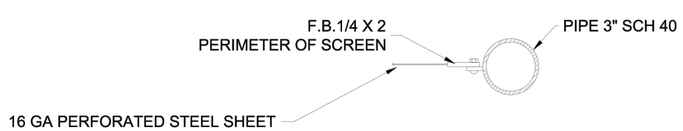
SCALE:1/4



PLAN VIEW

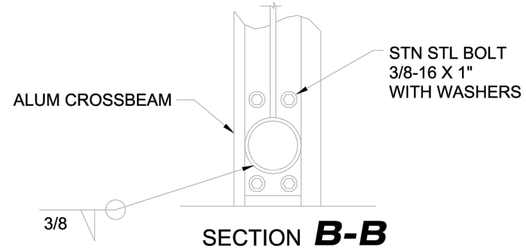
GENERAL NOTES:

1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5.
3. ALL HOLES SHALL BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-80. ELECTRODES SHALL CONFORM TO ASTM A233, CLASS E70XX.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 2-97. ELECTRODES SHALL CONFORM TO AWS/SFA 5.10 CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING CO. INC. FACILITY.



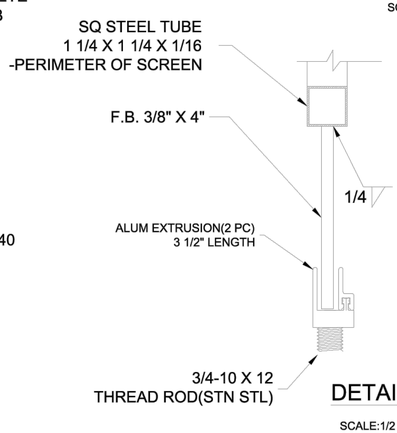
SECTION **E-E**

SCALE 1/4



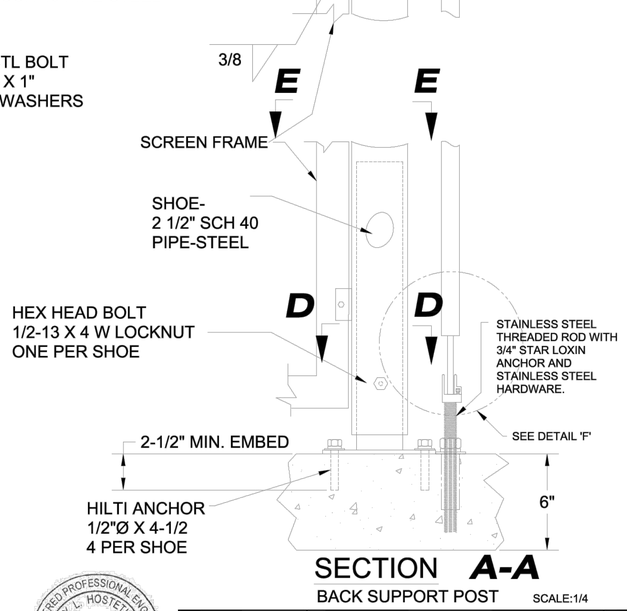
SECTION **B-B**

SCALE:1/4



DETAIL **'F'**

SCALE:1/2



SECTION **A-A**

BACK SUPPORT POST SCALE:1/4

REGISTERED PROFESSIONAL ENGINEER
GARY L. HOSTETLER
C 38252
EXP 3-31-23
CIVIL
STATE OF CALIFORNIA

Tolar Manufacturing Company, Inc
258 Mariah Circle, Corona, CA 92879

DESCRIPTION			
ELEVATION DWG ROOF W/TILE			
CUSTOMER/VENDOR	BANNING, CA		
SIZE D	MATL.	DWG NO. 2207-07	REV A
SCALE 1/16	DATE 8/16/2023	DRAWN BY: E. ROMERO	

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Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:

KEVIN D. SIN, RCE #71299 — DATE
SENIOR CIVIL ENGINEER

APPROVED BY:

NATHAN C. SMITH, RCE #74754 — DATE
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

STREET IMPROVEMENT PLAN FOR
HIGHLAND SPRINGS AVENUE BUS BAY
BUS SHELTER DETAILS

W.O. No.
CIP No.
PROJECT No.
SHEET 8 OF 15

HIGHLAND SPRINGS AVENUE BUS BAY, STREET IMPROVEMENT PLAN

SUBMITTAL NO. 2 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 02-06-2024

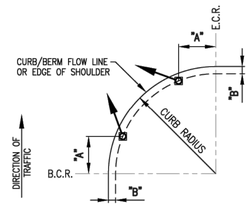
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Last Edit: 02.06.2024 02:52:50 PM By: Mtran Plot Date: 02.06.2024 2:53:25 PM By: mtran

POLE AND EQUIPMENT SCHEDULE ■

	STANDARDS				VEH. SIGNAL MTG.		PED. SIG.	P.P.B.		POLE LOC.		L.E.D.	STANDARD MAST ARM MOUNTED I.I.S.N.S. (SEE DETAIL A)	COMMENTS
	TYPE	HEIGHT	SIGNAL M.A.	LUMIN. M.A.	MAST ARM	POLE	MTG.	ø	QUAD	A	B	Luminaire		
Ⓐ	29-5-100	30'	50'	15'	2-MAS	SV-1-T	SP-1-T	8	3	EXISTING LOCATIONS		39W	Wilson St ➡	F=19.5'
Ⓑ	1A	10'	–	–	–	TV-1-T	SP-1-T	2	4			–	–	–
Ⓒ	✳26-4-161	30'	40'	15'	2-MAS	SV-1-T	SP-1-T	2	4			25W	Highland Springs Ave	–
Ⓓ	1A	10'	–	–	–	TV-2-T	SP-1-T	4	1			–	–	–
Ⓔ	PPB	3'10"	–	–	–	–	–	4	1			–	–	–
Ⓕ	29-5-161	30'	55'	15'	2-MAS	SV-1-T	SP-1-T	–	–			25W	E 8th St 1700	F=25.5'
Ⓖ	1A	10'	–	–	–	TV-1-T	SP-1-T	6	2			–	–	–
Ⓗ	26-4-161	30'	40'	15'	2-MAS	SV-1-T	SP-1-T	6	2			25W	N. Highland Springs	F=21.5'
Ⓘ	1A	10'	–	–	–	TV-1-T	SP-1-T	8	3			–	–	–

■ EXACT POLE LOCATIONS DETERMINED BY FIELD ENGINEER; POTHOLE POLE FOUNDATIONS PRIOR TO ORDERING POLES.
ALL EQUIPMENT IS EXISTING.
✳ = EXISTING TYPE V PHOTOELECTRIC CONTROL UNIT ON TRAFFIC SIGNAL POLE

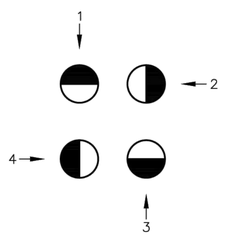




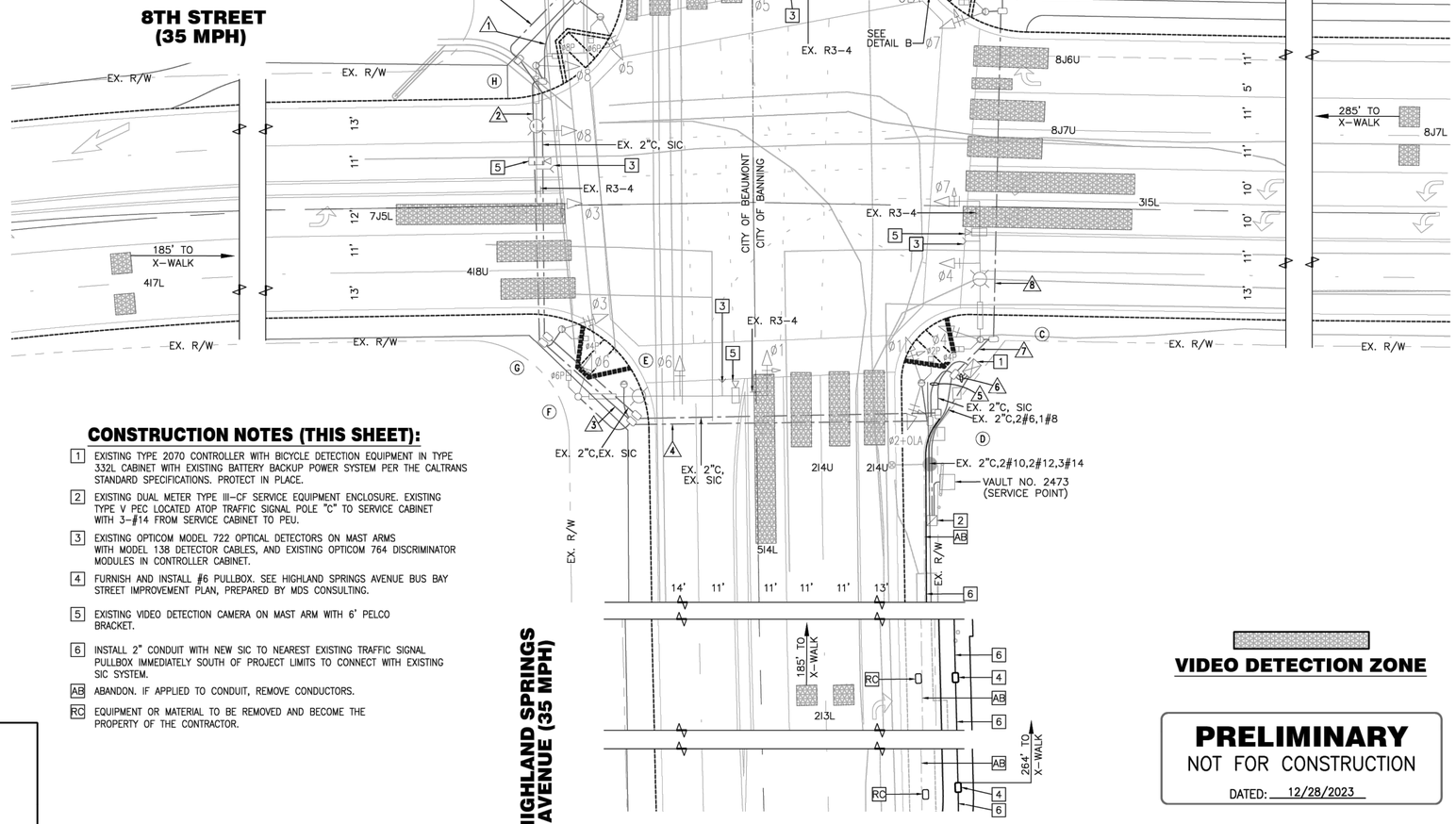
NOTE: FOR "A" AND "B" DIMENSIONS, SEE POLE SCHEDULE OR AS DIRECTED BY ENGINEER

(TYPICAL SIGNAL POLE PLACEMENT, UNLESS SHOWN ON PLANS)

SIGNAL STANDARD PLACEMENT DIMENSIONS AND EQUIPMENT LOCATIONS



QUADRANT DETAIL
PEDESTRIAN/EQUESTRIAN PUSH BUTTON LOCATION (TOP VIEW)



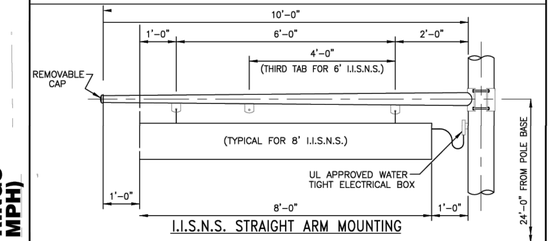
CONSTRUCTION NOTES (THIS SHEET):

1. EXISTING TYPE 2070 CONTROLLER WITH BICYCLE DETECTION EQUIPMENT IN TYPE 332L CABINET WITH EXISTING BATTERY BACKUP POWER SYSTEM PER THE CALTRANS STANDARD SPECIFICATIONS. PROTECT IN PLACE.
2. EXISTING DUAL METER TYPE III-CF SERVICE EQUIPMENT ENCLOSURE. EXISTING TYPE V PEC LOCATED ATOP TRAFFIC SIGNAL POLE "C" TO SERVICE CABINET WITH 3-#14 FROM SERVICE CABINET TO PEU.
3. EXISTING OPTICOM MODEL 722 OPTICAL DETECTORS ON MAST ARMS WITH MODEL 138 DETECTOR CABLES, AND EXISTING OPTICOM 764 DISCRIMINATOR MODULES IN CONTROLLER CABINET.
4. FURNISH AND INSTALL #6 PULLBOX. SEE HIGHLAND SPRINGS AVENUE BUS BAY STREET IMPROVEMENT PLAN, PREPARED BY MDS CONSULTING.
5. EXISTING VIDEO DETECTION CAMERA ON MAST ARM WITH 6' PELCO BRACKET.
6. INSTALL 2" CONDUIT WITH NEW SIC TO NEAREST EXISTING TRAFFIC SIGNAL PULLBOX IMMEDIATELY SOUTH OF PROJECT LIMITS TO CONNECT WITH EXISTING SIC SYSTEM.

AB ABANDON. IF APPLIED TO CONDUIT, REMOVE CONDUCTORS.

RC EQUIPMENT OR MATERIAL TO BE REMOVED AND BECOME THE PROPERTY OF THE CONTRACTOR.

DETAIL 'A'



I.I.S.N.S. STRAIGHT ARM MOUNTING

I.I.S.N.S. DETAIL

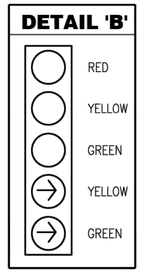
NOTES:
1. WHITE LETTERS AND BORDER WITH CITY LOGO ON INTERSTATE BLUE BACKGROUND.
2. SIGNS SHALL BE ATTACHED TO A 10 FOOT ARM, EXTENDING FROM THE SHAFT OF THE POLE AND PARALLEL TO THE SIGNAL MAST ARM.

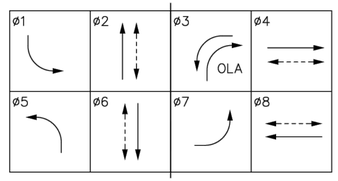
CONDUCTOR SCHEDULE

AWG SIZE OR CABLE TYPE	POLE OR CIRCUIT	CONDUIT SIZE AND RUN NUMBER							
		2"	3"	3"	4"	2-4"	4"	3"	3"
		1	2	3	4	5	6	7	8	9
12 CSC / 3 CSC	POLE – A	–	–	–	–	–	1	1	1	1
	B	–	–	–	–	–	1	1	1	–
	C	–	–	–	–	–	1	1	–	–
	D	–	–	–	–	1	1	–	–	–
	E	–	–	–	–	1	1	–	–	–
	F	–	–	–	1	1	1	–	–	–
	G	–	–	1	1	1	1	1	–	–
	H	–	1	1	1	1	1	1	–	–
	I	1	1	1	1	1	1	1	–	–
	TOTAL	1	1	2	3	4	5	8	3	2	1	1
#14	PHOTOELECTRIC UNIT	–	–	–	–	–	–	3	–	–
#12	I.I.S.N.S.	–	2	2	2	2	–	2	2	2
#10	LUMINAIRES	–	2	2	2	2	–	2	2	2
#8	GROUND	1	1	1	1	1	1	1	1	1
3M OPTICOM CABLE #138		–	1	1	2	2	4	2	1	1
VIDEO DETECTION		–	1	1	2	2	4	2	1	1
PERCENT FILL (%)		16	24	29	28	29	27	23	25	18

ALL CONDUIT AND CONDUCTORS EXISTING.

DETAIL 'B'





EXISTING PHASE DIAGRAM

VIDEO DETECTION ZONE

PRELIMINARY
NOT FOR CONSTRUCTION
DATED: 12/28/2023

SCALE: 1" = 20'
10 5 0 10 20 30

CITY OF BEAUMONT
REVIEWED BY:
CITY ENGINEER DATE

Call before you Dig
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Call 811 or 1-800-227-2600

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
RK engineering group, inc.
NEWPORT BEACH
1401 Dove Street, Suite 540
Newport Beach, CA 92660
P: 949.474.0809

SUBMITTED BY:
ROBERT KAHN DATE
RCE# 20285 EXP. 09-30-25

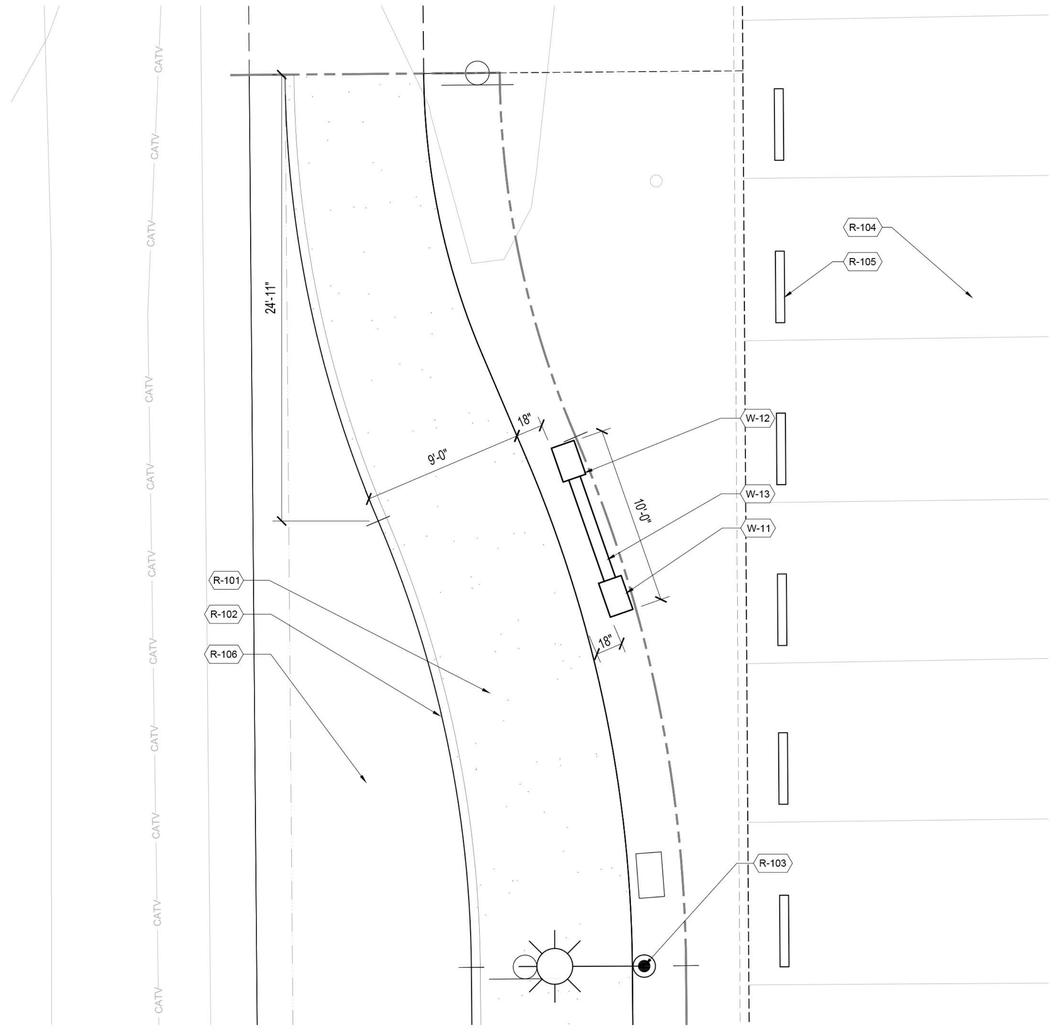
REGISTERED PROFESSIONAL ENGINEER ROBERT KAHN No. 020285 Exp. 09-30-25 CIVIL STATE OF CALIFORNIA

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 DATE
SENIOR CIVIL ENGINEER
APPROVED BY:
NATHAN C. SMITH, RCE #74754 DATE
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

CITY OF BANNING
TRAFFIC SIGNAL MODIFICATION PLAN
HIGHLAND SPRINGS AVE & 8TH STREET / WILSON STREET

W.O. No.
CIP No.
PROJECT No.
SHEET 9 OF 15

O:\2350-2399\23932301- D\23932301_ACAD
File Name:23932301_Highland Springs At Wilson_TS Mod.dwg Plotted By: jnarciso Date & Time Plotted:12/28/2023 2:43 PM



MONUMENT WALL SCHEDULE:

SYMBOL	CONCRETE MASONRY UNIT DESCRIPTION	DETAIL	HEIGHT	STRUCTURE	MANUF.	FINISH	COLOR	CAP TYPE	CAP COLOR	GROUT COLOR	GROUT MANUF.	SEALER	SEALER MANUF.
W-11	36"H MONUMENT COLUMN WITH STONE VENEER	D	3'	6" x 8" x 16" PRECISION CMU	ORCO BLOCK EL DORADO	CULTURED STONE VENEER	DRYSTACK MOUNTAIN LEDGE RUSSET	POURED-IN-PLACE CONCRETE	NATURAL GRAY	OBP TAN	ORCO	IN NATURAL LOOK SEALER	TECHNISEAL
W-12	56"H MONUMENT COLUMN WITH STONE WENEER	B	56"	6" x 8" x 16" PRECISION CMU	ORCO BLOCK EL DORADO	CULTURED STONE VENEER	DRYSTACK MOUNTAIN LEDGE RUSSET	POURED-IN-PLACE CONCRETE	NATURAL GRAY	OBP TAN	ORCO	IN NATURAL LOOK SEALER	TECHNISEAL
W-13	48" MONUMENT WALL	C	48"	6" x 8" x 16" PRECISION CMU	ORCO BLOCK LA HABRA	STUCCO	SANDSTONE X-86	NONE	NATURAL GRAY	N/A	N/A	N/A	N/A

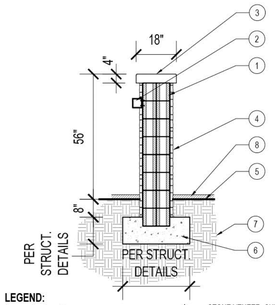
EXISTING & REFERENCES SCHEDULE:

SYMBOL	DESCRIPTION	NOTES
R-101	CONCRETE SIDEWALK	PER CIVIL ENGINEER`S PLANS
R-102	CURB AND GUTTER	PER CIVIL ENGINEER`S PLANS
R-103	EXISITNG STREET LIGHT	EXISTING
R-104	EXISITNG PARKING LOT	EXISTING
R-105	EXISITNG PARKING STOP	EXISTING
R-106	BUS TURNOUT	PER CIVIL ENGINEER`S PLANS

SCALE: 1/4" = 1'-0"

A ENLARGEMENT PLAN

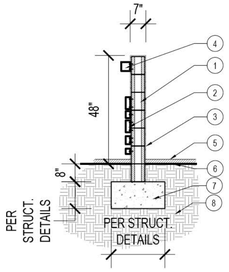
SCALE: 1/4" = 1'-0"



LEGEND:
1. 6" x 8" x 16" PRECISION CMU, SOLID GROUTED.
2. 4" x 4" ALUMINUM TRIM, SECURE TO CMU WITH ANCHOR SET IN SIMPSON SET-XP HIGH-STRENGTH EPOXY.
3. 4" POUR-IN-PLACE CONCRETE CAP, NATURAL GREY.SEE STRUCTURAL ENGINEER'S DETAIL FOR REINFORCEMENT.
4. STONE VENEER, CULTURED STONE DRYSTACK LEDGESTONE CEDAR.
5. FINISHED GRADE.
6. CONCRETE FOOTING, FOR SIZE AND REINFORCEMENT SEE STRUCTURAL ENGINEER'S DETAIL AND CALCULATIONS.
7. COMPACTED SUBGRADE.
8. 2" GRAVEL LAYER, GRAVEL TO MATCH EXISTING.

B 56"H MONUMENT COLUMN SECTION

SCALE: 3/8" = 1'-0"
REFERENCE NUMBER: P-TR3-04

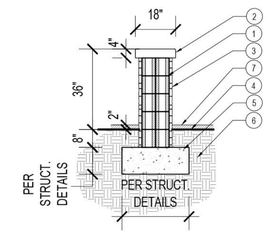


LEGEND:
1. 6" x 8" x 16" PRECISION CMU, SOLID GROUTED.
2. CUSTOM ALUMINUM LOGO AND LETTERING. ALIGN AND SECURE TO CMU WITH ANCHOR SET IN SIMPSON SET-XP HIGH-STRENGTH EPOXY. LINE ONE 5" TEXT HEIGHT FOR LARGE LETTERS AND 4" TEXT HEIGHT FOR SMALL LETTERS, LINE TWO 2" TEXT HEIGHT AT 1.65 LETTER SPACING.
3. STUCCO FINISH, LAHABRA SANDSTONE X-86, ON ALL SIDES AND TOP.
4. ALUMINUM 4" x 4" TRIM, SECURE TO CMU WITH ANCHOR.
5. 2" GRAVEL LAYER,GRAVEL TO MATCH EXISTING.
6. FINISHED GRADE.
7. CONCRETE FOOTING, FOR SIZE AND REINFORCEMENT SEE STRUCTURAL ENGINEER'S DETAIL AND CALCULATIONS.
8. COMPACTED SUBGRADE.

SIGN NOTE:
- A. FABRICATOR TO REQUEST VECTOR FILE FROM LANDSCAPE ARCHITECT OF ACTUAL GRAPHIC, MOCK UP TO BE CREATED AND APPROVED BEFORE FINAL SIGN IS MADE.
- B. CONTRACTOR / FABRICATOR TO SUBMIT SHOP DRAWING AND MOCKUP FOR REVIEW PRIOR TO FABRICATION OF SIGN.
- C. SAN GORGONIO MEMORIAL HOSPITAL REPRESENTATIVE TO APPROVE FINAL DESIGN AND MOCKUP.

C MONUMENT WALL SECTION

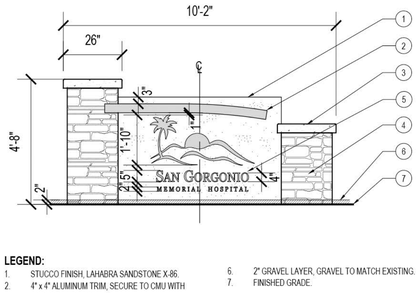
SCALE: 3/8" = 1'-0"
REFERENCE NUMBER: P-TR3-05



LEGEND:
1. 6" x 8" x 16" PRECISION CMU, SOLID GROUTED.
2. 4" POUR-IN-PLACE CONCRETE CAP, NATURAL GREY. SEE STRUCTURAL ENGINEER'S DETAIL FOR REINFORCEMENT.
3. STONE VENEER, CULTURED STONE DRYSTACK LEDGESTONE CEDAR.
4. FINISHED GRADE.
5. CONCRETE FOOTING, FOR SIZE AND REINFORCEMENT SEE STRUCTURAL ENGINEER'S DETAIL AND CALCULATIONS.
6. COMPACTED SUBGRADE.
7. 2" GRAVEL LAYER, GRAVEL TO MATCH EXISTING.

D 36"H MONUMENT COLUMN SECTION

SCALE: 3/8" = 1'-0"
REFERENCE NUMBER: P-TR3-03

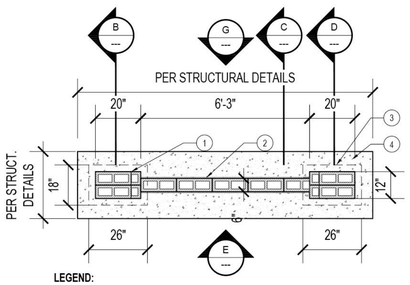


LEGEND:
1. STUCCO FINISH, LAHABRA SANDSTONE X-86.
2. 4" x 4" ALUMINUM TRIM, SECURE TO CMU WITH ANCHOR AND EPOXY.
3. 4" POUR-IN-PLACE CONCRETE CAP, NATURAL GREY.
4. STONE VENEER, CULTURED STONE DRYSTACK LEDGESTONE CEDAR.
5. CUSTOM ALUMINUM LOGO AND LETTERING. ALIGN AND SECURE TO CMU WITH ANCHOR. LINE ONE 5" TEXT HEIGHT FOR LARGE LETTERS AND 4" TEXT HEIGHT FOR SMALL LETTERS, LINE TWO 2" TEXT HEIGHT AT 1.65 LETTER SPACING.
6. 2" GRAVEL LAYER, GRAVEL TO MATCH EXISTING.
7. FINISHED GRADE.

SIGN NOTE:
- A. FABRICATOR TO REQUEST VECTOR FILE FROM LANDSCAPE ARCHITECT OF ACTUAL GRAPHIC, MOCK UP TO BE CREATED AND APPROVED BEFORE FINAL SIGN IS MADE.
- B. CONTRACTOR / FABRICATOR TO SUBMIT SHOP DRAWING AND MOCKUP FOR REVIEW PRIOR TO FABRICATION OF SIGN.
- C. SAN GORGONIO MEMORIAL HOSPITAL REPRESENTATIVE TO APPROVE FINAL DESIGN AND MOCKUP.

E MONUMENT FRONT ELEVATION

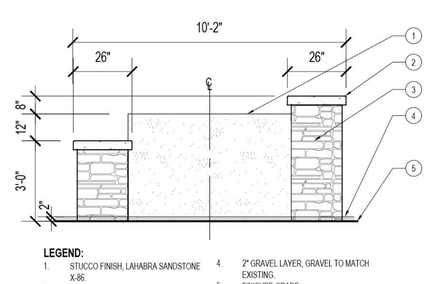
SCALE: 3/8" = 1'-0"
REFERENCE NUMBER: P-TR3-02



LEGEND:
1. 6" x 8" x 16" PRECISION CMU, SOLID GROUTED.
2. STUCCO FINISH (LAHABRA, SANDSTONE X-86).
3. 4" POUR-IN-PLACE CONCRETE CAP, NATURAL GREY.
4. CONCRETE FOOTING.

F MONUMENT FOUNDATION PLAN

SCALE: 3/8" = 1'-0"
REFERENCE NUMBER: P-TR3-01



LEGEND:
1. STUCCO FINISH, LAHABRA SANDSTONE X-86.
2. 4" POUR-IN-PLACE CONCRETE CAP, NATURAL GREY.
3. STONE VENEER, CULTURED STONE DRYSTACK LEDGESTONE CEDAR.
4. 2" GRAVEL LAYER, GRAVEL TO MATCH EXISTING.
5. FINISHED GRADE.

G MONUMENT BACK ELEVATION

SCALE: 3/8" = 1'-0"
REFERENCE NUMBER: P-TR3-06

L-1.1

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
ARCHITERRA DESIGN GROUP
LANDSCAPE ARCHITECTURE AND PLANNING
10221-A TRADEMARK ST., RANCHO CUCAMONGA, CALIFORNIA 91730 PH: (909) 484-2800
Richard Krumwiede: CA Lic. # 2834, AZ LIC. # 29115, NV LIC. # 446

SUBMITTED BY:
RICHARD KRUMWIEDE
PLA 2834 - EXP. 07/31/24
11/28/23
DATE

LICENSED LANDSCAPE ARCHITECT — RICHARD W. Krumwiede 2834 — 07-31-24 Renewal Date — 11/28/23 Date — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299
SENIOR CIVIL ENGINEER — DATE

APPROVED BY:
NATHAN C. SMITH, RCE #74754
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER — DATE

STREET IMPROVEMENT PLAN FOR HIGHLAND SPRINGS AVENUE BUS BAY
MONUMENT WALL ENLARGEMENT AND DETAILS | NON-STRUCTURAL

W.O. No.
CIP No.
PROJECT No. 2224-5:3
SHEET 10 OF 15

HIGHLAND SPRINGS AVENUE BUS BAY, STREET IMPROVEMENT PLAN

MDS Proj. Data: X:\Shared Jobs\Tri Pointe Atwell Phase 2A 2224\Drawings\Monument Wall at Bus Shelter
Created: 11.28.2023 02:47:19 PM Author:-----
Last Edit: 11.28.2023 03:36:37 PM By: rskolny
MDS File: L-MUMT-WALL.dwg
Plot Scale: 0.386863 Dwg Scale: -----
Plot Date: 11.28.2023 3:36:51 PM By: rskolny

CONCRETE

PART 1 - SCOPE OF WORK

1.1 SCOPE OF WORK

A. Work includes, but is not limited to the following: Furnish all labor and materials, appliances, tools, equipment, facilities, transportation, and services necessary for installing all concrete work complete as indicated on the drawings and specifications including, but not limited to:
   1. Furnish and set all reinforcing steel, bolts and anchors.
   2. Install all items required by other trades, which are to be cast into concrete.
   3. Concrete mow curbs, banding, poured in place walls, flatwork, footings, pans and slabs for: walls fencing, benches, controllers, decks, etc., where applicable.

PART 2 – GENERAL

A. All requirements of subsection 3.31, standard specifications for Public works Construction, Shall apply except as specified herein.

2.1 INSPECTION OF SITE

A. Examine related work and surfaces before starting work in this section. Report to the Landscape Architect in writing, site conditions which will prevent the proper provision of this work. Beginning the work in this section without reporting unsuitable conditions to the Landscape Architect constitutes acceptance of site conditions by the Contractor Any required removal, repair, or replacement of this work caused by unsuitable conditions shall be done at no additional cost to Owner.

2.2 PROTECTION OF EXISTING CONDITIONS

A. Contractor shall acquaint himself with all site conditions. He shall take necessary precautions to protect existing site conditions that are to remain. Should damage occur, Contractor shall repair damage to its original condition or furnish and install equal replacement at his own expense, to the satisfaction of the Owner.

2.3 COORDINATION

A. Cooperation On-site: coordinate and cooperate with other contractors to enable the work to proceed as rapidly and as efficiently as possible.
B. Work with other trades: Coordinate with General Contractor items of other trades to be furnished and set in place. Such portions of their work as all or in part embedded, built-in, attached to, or supported by the work shall be executed by them in ample time that progress of the work is not delayed. Any cutting or patching made necessary to comply with this injunction shall be done at the contractor's expense.

2.4 APPROVAL

A. Wherever the terms "approve," "approval," or "approved" are used in the Specifications, they mean approval of the Landscape Architect, the Owner's representative or their field representatives, or in writing.

2.5 SUBMITTALS

A. At least 10 days after award of contract, Contractor shall submit for approval samples and /or manufacturers latest catalog cuts and specifications of the following prior to beginning work. Approved samples shall be standards for completing work.
   1. One 2-ft x 2-ft x 2-in. sample for each type of concrete finish and color at the job site.
   2. Color samples for expansion joint sealant compounds.
   3. All submittal data shall be forwarded in a single package to the Landscape Architect within 15 days after award of the General Contract unless otherwise approved by the Landscape Architect and/or Owner's Construction Representative.

2.6 SUBSTITUTIONS

A. Standards; Specific reference to manufacturers' names and products specified in this section are used as standards; this implies no right to substitute other material or methods without written approval of the Landscape Architect.
B. Approval; Installation of any approved substitutions is Contractor's responsibility. Any changes required for installation of any approved substitution must be made to the satisfaction of Landscape Architect and without additional cost to Owner. Approval by Landscape Architect of substituted materials and/or dimensional drawings do not waive these requirements.

PART 3 – MATERIALS

A. Materials shall be of first quality and of domestic manufacture as noted below.
   1. Portland cement shall conform to ASTM-C150, Type I or Type II.
   2. Concrete aggregate shall conform to ASTM-C33.
   3. Water shall be clean, free from strong acid, alkali, oil or organic matter.
   4. Admixture for all formed concrete shall be SIKA Chemical Corp.'s "Plastiment", or approved equal, applied in strict accordance with manufacturer's directions.
   5. Reinforcement: Reinforcing steel ASTM-A15 and ASTM-A305.Wirefabric: ASTM-A185
   6. Forms:
      a. Lumber shall be "construction grade" Douglas fir.
      b. Plywood for forming of concrete which is exposed shall be Plyform.

All plywood used for forming shall be at least 5/8-inch thick and edge sealed.
   7. Expansion joint filler shall conform with ASTM-D1751 (pre-molded).

PART 4 – EXECUTION

4.1 CONCRETE DESIGN MIX

A. Contractor assumes responsibility for the design-mix and guarantees the specified ultimate strength as indicated or specified herein.
B. Concrete, minimum 28-day ultimate strength shall be 2500 PSI.
C. Ready-mixed concrete shall conform to ASTM-C94.

4.2 CONCRETE PROPORTIONS & CONSISTENCY

A. The proportions of aggregate to cement shall provide a dense mixture which will readily work into all corners of the forms and around all reinforcements without any segregation of the materials, cause excess free water to collect on the surface or cause excessive bleeding of the forms.
B. The recommended practices of the American Concrete Institute shall be followed in all applicable procedures. The maximum slump shall not exceed (4") four inches for footings, slabs on grade, and mass concrete; 5 inches for foundation walls.

4.3 CONCRETE APPROVAL

A. The concrete quality, proportions, consistency, etc., is subject to the approval of Owner, and no changes shall be made without prior written approval.

4.4 FORM WORK

A. Forms for concrete work shall be either metal or wood. Forms that are warped or that do not have a smooth straight upper edge shall not be used. Forms shall be set with the upper edge of the board true to line and grade and shall be staked rigidly in place with stakes set not more than four feet (4') apart so as to remain immovable throughout the construction. All forms shall be approved by Owner within a tolerance of one percent (1%).

4.5 CONCRETE MIX

A. All concrete materials shall be accurately and separately weighted and mixing shall continue until the distribution of material is uniform and the mass of concrete is homogeneous.

B. Two and one-half (2 1/2) gallons of water per cubic yard, shall be withheld from the mix at the plant, and all or a portion may be added to the mix at the job site as directed by the inspector. The concrete shall be mixed at least 5 minutes after such water is added and not less than 3 minutes of this time shall be immediately prior to the discharge of the batch. Total mixing time after adding original water shall be at least 15 minutes.

C. Concrete, which is not placed within 90 minutes after the introduction of cement and water, and concrete, which has stood for 30 minutes after leaving the mixer, shall not be used.

4.6 REBAR

A. Reinforcing bar shall be spliced with 40 bar diamers minimum overlap.

4.7 CONVEYING AND PLACING

A. Before pouring, all forms shall be thoroughly cleaned and made tight. The bottom of trenches shall be wet down before pouring footings; earth shall not be muddy at the time of pouring. Concrete shall not be placed until reinforcements, rough hardware, and forms are approved by Owner.
B. Before depositing new concrete against old concrete, all laitance shall be removed, and the surfaces roughened to expose the embedded aggregate.
C. Conveying and placing of concrete shall be done so as to prevent separation of ingredients, and in no case shall the free fall exceed 6 feet. Tremies shall be used as required. Surfaces of concrete shall be kept reasonably level, with a minimum amount of concrete being allowed to flow after being placed. Placing shall be performed as a continuous operation until each section is completed.
D. Concrete shall be screeded and vibrated with mechanical vibrators to a maximum subsidence, without separation of ingredients. The moving of concrete by vibration will not be permitted.

4.8 COLORED CONCRETE

A. Integral color and Dust-On color hardener shall be as specified on plans and details. Quantities shall be as recommended by the manufacturer.

4.9 GROUTING

A. Grout shall be composed of one part Portland cement and two parts of fine aggregate by volume. Materials shall be mixed dry and water added just sufficient to make the mixture flow under its own weight.
B. For dry tamp cement grout, a minimum of water shall be added to the mix so that when wet sample is squeezed hard in the hand, surface moisture, but no free water, shall appear on the sample. Do not mix more than can be used in 30 minutes.

4.10 CURING AND PROTECTION

A. All exposed surfaces of concrete shall be protected from damage due to temperature, elements, and construction operations.
B. Curing shall be as follows:
   1. All exposed surfaces of concrete shall be protected from premature drying and freshly placed concrete shall be protected against wash by rain. All concrete shall be kept wet for a period of ten days after placing. In order that curing water may reach both surfaces of walls, the forms shall be loosened and water shall be poured over the tops of the walls and allowed to run down between the concrete and the forms.
   2. All liquid curing compounds shall be used in accordance with the manufacturer's recommendations and shall not be used on surfaces receiving concrete hardener.

4.11 DEFECTIVE CONCRETE

A. Concrete which is not in accordance with these specifications, out of line, level, or plumb; showing structural cracks, rock pockets, voids, spalls, honeycombing, exposed reinforcing or other damaged surfaces shall be considered as defective.
B. All fines and irregularities shall be removed from exposed concrete surfaces while the concrete is still green. Where patching is required, all loose and uniform concrete shall be removed prior to patching.

4.12 CONCRETE FINISHES

A. Flat surfaces shall be screeded to the required levels and slopes and then any excess water or laitance removed. Concrete shall be compacted with a grid tamper and then floated to a true and level surface within the tolerance of 1/8-inch along a 10-inch straight edge. Contractor shall ensure positive drainage on all flatwork. See Plans for concrete finish in landscape areas.

4.13 EXPANSION JOINTS

A. Placement of expansion joints shall be as directed and determined by layouts of slab markings noted on drawings. Expansion joint material shall be Poly Foam, or approved equal, or as noted on Plans. Expansion joints shall be recessed one-quarter inch from finish surface and sealed with a bead of gray Thiokol sealant or equal. Silica sand to match concrete color shall then be dusted onto the Thiokol bead.

4.14 CONTROL JOINTS

A. Control joints and other edges shall be formed in fresh concrete using a clean edging or jointing tool to provide a smother uniform finish.

4.15 PROTECTION

A. All finished concrete work shall be barricaded to pedestrian traffic for three (3) days. Barricades shall be placed immediately after concrete finishing. Contractor shall furnish, place and remove all of his own barricades. Contractor shall be responsible for any damage to new construction and replacement or repair of the work shall be made without added cost to Owner.

4.16 PATCHING

A. If patching is necessary and permissible, a bonding agent such as Weld-Crae, or equal, shall be used.

4.17 CONCRETE CURBS

A. Construct concrete curbs at locations shown on Plans as detailed, true to line and grade, as approved by the local County or City. Use natural gray Portland cement concrete, 2500 PSI compression strength. Locate expansion joints as detailed or shown, and as directed, at intervals not to exceed fifteen feet (15'). Finish with steel trowel, then brush with bristle brush parallel to face or edge.

4.18 CLEAN-UP

A. Upon completion of all concrete work and before final acceptance, Contractor shall remove all tools, surplus materials, apparatus, debris, etc., from the site and the site shall be left in a clean, neat condition acceptable to Owner.

PART 5 – WARRANTIES

A. In addition to manufactures' guarantees or warranties, all work shall be warranted for one year from the date of final acceptance against all defects in materials and workmanship by contractor. Warranty shall also cover repair of damage to any part of the premises resulting from defects in materials and workmanship to the satisfaction of the Owner.

END OF SECTION

UNIT MASONRY ASSEMBLIES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes unit masonry assemblies consisting of the following:

Adjust list below to suit Project.
   1. Concrete masonry units (CMUs).
   2. Face brick.
   3. Cobble landscape paving.
   4. Concrete paver units

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.
B. Samples for each type and color of exposed masonry units.

1.3 PROJECT CONDITIONS

A. Cold-Weather Requirements: Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602
B. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements, provide one of the products specified.

2.2 CONCRETE MASONRY UNITS (CMUs)

A. Shapes: Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions. If retaining, also retain water-repellent mortar admixture.
   1. Concrete Masonry Units: ASTM C 90.
   2. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 1900 psi.
   3. Weight Classification: Medium weight

2.3 BRICK

A. Face Brick: ASTM C 216

Below is based on net area, as in Table 1 in the 2002 MSJC Specification, rather than gross area reported by ASTM C 67.
   1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 3000 psi
   2. Initial Rate of Absorption: Less than 30 g/30 sq. in per minute when tested per ASTM C 67.
   3. Efflorescence: Provide brick that has been tested according to ASTM C 67 and is rated "not effloresced."
   4. Match size and type of units specified for building facing.

2.4 CONCRETE PAVERS

A. Materials shall be manufactured by Belgard or approved equal.
B. Provide sizes, shapes and finishes specified on plans.

2.5 MORTAR AND GROUT MATERIALS

A. Portland Cement: ASTM C 150, Type I or II.
B. Hydrated Lime: ASTM C 207, Type S.
C. Masonry Cement: ASTM C 91.
D. Aggregate for Mortar: ASTM C 144.
   5. For joints less than 1/4 inch thick, use aggregate graded with 100 percent passing the No. 16 sieve.
E. Aggregate for Grout: ASTM C 404.
F. Water: Potable.

2.6 REINFORCEMENT

A. Uncoated Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60

2.7 MASONRY CLEANERS

Verify acceptability of cleaner for cleaning masonry with pigmented mortar joints and for kinds of masonry units specified.
A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains from new masonry without damaging masonry. Use product approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.

2.8 MORTAR AND GROUT MIXES

A. General: Do not use admixtures, unless otherwise indicated.
   1. Do not use calcium chloride in mortar or grout.
   2. Limit cementitious materials in mortar for exterior masonry to portland cement and lime.
   3. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
B. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification.
C. Grout for Unit Masonry: Comply with ASTM C 476

2.9 GRANITE COBBLE: Shall be clean, unbroken granite river wash cobble, 6" to 12" in size or as indicated on plans and locally available.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Use full-size units without cutting if possible. If cutting is required, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces, where possible, concealed.
B. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. A simple test to determine if wetting is required consists of drawing a circle the size of a quarter on a brick and placing 20 drops of water in the circle; if water is absorbed within 1-1/2 minutes, the brick requires wetting.
C. Wetting of Brick: Wet brick before laying if initial rate of absorption exceeds 30 g/30 sq. in. per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at time of laying.

3.2 LAYING MASONRY WALLS

A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thickness and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations. All walls shall be installed level using string lines.
B. Pattern is usually running bond. Provide other bond patterns if required per plan.
C. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less than nominal 4-inch (100-mm) horizontal face dimensions at corners or jambs.
D. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
E. Fill space between steel frames and masonry solidly with mortar, unless otherwise indicated.
F. Fill cores in hollow concrete masonry units with grout 24 inches (600 mm) under bearing plates, beams, lintels, posts, and similar items, and where otherwise indicated. Fill all cores containing steel reinforcing.

3.3 REINFORCED UNIT MASONRY INSTALLATION

A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.
B. Placing Reinforcement: Comply with requirements in ACI 530.1/ASCE 6/TMS 602
C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
   1. Comply with requirements in ACI 530.1/ASCE 6/TMS 602 for cleanouts and for grout placement, including minimum grout space and maximum pour height. ACI 530.1/ASCE 6/TMS 602 limits grout lifts to 60 inches (1520 mm) unless an accepted grout demonstration panel is used to establish alternative grout placement methods.
   2. Limit height of vertical grout pours to not more than 60 inches

3.4 CONCRETE PAVER INSTALLATION

A. Install base courses as detailed on plans and compact to 90% of max.
B. Install geotextile as required per drawings.
C. Install bedding course and pavers in pattern indicated.
D. Fill joints between pavers with specified sand.

3.5 GRANITE COBBLE INSTALLATION

A. Granite cobble shall be placed into a minimum 3" thick concrete bed between concrete curbs and/or paving.
B. Select cobble pieces to fit adjacent each other to minimize joint width. Joint space shall be ½" to 2" maximum. Set height of units such that at least half is set into fresh concrete. Final height of unit shall not exceed 4" above adjacent paving.
C. Joints between units shall be flush with adjacent paving. Cobble areas shall slope 2% minimum in one direction for drainage. Grout joints as required to achieve drainage.
D. Clean the surface of all exposed cobble surfaces.
E.

3.6 FIELD QUALITY CONTROL

A. Inspectors: Owner will engage qualified independent inspectors to perform inspections and prepare reports. Allow inspectors access to scaffolding and work areas, as needed to perform inspections.
   1. Place grout only after inspectors have verified compliance of grout spaces and grades, sizes, and locations of reinforcement.

3.7 CLEANING

A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
   1. Test cleaning methods on sample wall panel; leave one-half of panel un-cleaned for comparison purposes.
   2. Protect adjacent surfaces from contact with cleaner.

END OF SECTION

HIGHLAND SPRINGS AVENUE BUS BAY, STREET IMPROVEMENT PLAN

L-1.2

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
ARCHITERRA DESIGN GROUP
LANDSCAPE ARCHITECTURE AND PLANNING
10221-A TRADEMARK ST., RANCHO CUCAMONGA, CALIFORNIA 91730 PH: (909) 484-2600
Richard Krumwiede: CA Lic. # 2834, AZ LIC. # 29115, NV LIC. # 446

SUBMITTED BY:
RICHARD KRUMWIEDE
PLA 2834 - EXP. 07/31/24
11/28/23
DATE

LICENSED LANDSCAPE ARCHITECT — Richard W. Krumwiede 2834 — 07-31-24 Renewal Date — 11/28/23 Date — STATE OF CALIFORNIA

City of BANNING — INCORPORATED 1913 — ENDLESS OPPORTUNITY

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299
SENIOR CIVIL ENGINEER
DATE

APPROVED BY:
NATHAN C. SMITH, RCE #74754
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
DATE

STREET IMPROVEMENT PLAN FOR
HIGHLAND SPRINGS AVENUE BUS BAY
MONUMENT WALL
CONSTRUCTION SPECIFICATIONS

W.O. No.
CIP No.
PROJECT No. 2224-5:3
SHEET 11 OF 15

MDS Proj. Data: X:\Shared Jobs\3 Tri Pointe Atwell Phase 2A 2224\Drawings\Monument Wall at Bus Shelter
Created: 11.28.2023 02:47:19 PM Author: ----
Last Edit: 11.28.2023 03:17:29 PM By: rlakoley

MDS File: L-MUMT-WALL.dwg
Plot Scale: 0.3868853 Dwg Scale: ----
Plot Date: 11.28.2023 3:17:53 PM By: rlakoley

ABBREVIATIONS:

AB	ANCHOR BOLT
ABV	ABOVE
ADDL	ADDITIONAL
ADHES	ADHESIVE
ADJ	ADJACENT
ALT	ALTERNATE
AMP	AMPLITUDE
ARCH	ARCHITECT/ ARCHITECTURAL
AVG	AVERAGE
BF	BOUNDARY FASTENER
BLDG	BUILDING
BLKG	BLOCKING
BLW	BELOW
BM	BEAM
BN	BOUNDARY NAILING
BOTT	BOTTOM
BS	BOTH SIDES
BSMT	BASEMENT
BTWN	BETWEEN
BYND	BEYOND
CF	CUBIC FOOT
CIP	CAST IN PLACE
CJ	CONTROL JOINT/ CEILING JOIST
CL	CENTERLINE
CLG	CEILING
CLR	CLEAR
CMU	CONCRETE MASONRY UNIT
CNTRSNK	COUNTERSINK/ COUNTERSUNK
COL	COLUMN
CONC	CONCRETE
CONN	CONNECTION
CONST	CONSTRUCTION
CONT	CONTINUOUS
CONTR	CONTRACTOR
COORD	COORDINATE
CVR	COVER
DIA	DIAMETER
DIM	DIMENSION
DIR	DIRECTION
DIST	DISTANCE
DL	DEAD LOAD
DMG	DAMAGE
DO	DO OVER
DP	DEEP
DS	DRAG STRUT
DSA	DEPARTMENT OF STATE ARCHITECTS
DTL	DETAIL
DWG	DRAWING
DWL	DOWEL
(E)	EXISTING
EA	EACH
EF	EACH FACE/ EDGE FASTENER
ELEC	ELECTRICAL
ELEV	ELEVATION
EMB	EMBEDMENT
EN	EDGE NAILING
ENGR	ENGINEER
ES	EDGE SCREW
EJ	EXPANSION JOINT
EQ	EQUAL
EW	EACH WAY
EXT	EXTERIOR
FDN	FOUNDATION
FF	FINISH FLOOR/ FIELD FASTENER
FG	FINISH GRADE
FH	FULL HEIGHT
FN	FIELD NAILING
FL	FLOOR
FLG	FLANGE
FOC	FACE OF CONCRETE
FOS	FACE OF STUD
FS	FAR SIDE/ FINISHED SURFACE
FT	FOOT/FEET
FTG	FOOTING
GA	GAGE
GALV	GALVANIZED
GRND	GROUND
GRD	GRADE
GT	GIRDER TRUSS
HNGR	HANGER
HT	HEIGHT
HORIZ	HORIZONTAL
HS	HIGH STRENGTH
HSS	HOLLOW STRUCTURAL SECTION
ID	INSIDE DIAMETER
INFO	INFORMATION
INT	INTERIOR
INV	INVERTED
JT	JACK TRUSS
KP	KING POST
KSI	KIPS PER SQUARE INCH
LBS	POUNDS
LD	LONG DIRECTION
LG	LONG
LL	LIVE LOAD
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
LOC'S	LOCATIONS
LONGI	LONGITUDINAL
LT WT	LIGHT WEIGHT
MANUF	MANUFACTURER
MAX	MAXIMUM
MB	MACHINE BOLT
MD	METAL DECK
MECH	MECHANICAL
MEP	MECH/ELEC/PLUMBING
MIN	MINIMUM
MISC	MISCELLANEOUS
MTL	METAL
(N)	NEW
NS	NEAR SIDE/NELSON STUD
NW	NORMAL WEIGHT
OC	ON CENTER
OD	OUTSIDE DIAMETER
OH	OPPOSITE HAND
OMF	ORDINARY MOMENT FRAME
OPNG	OPENING
OPP	OPPOSITE
PERIM	PERIMETER
PERP	PERPENDICULAR
PL	PROPERTY LINE
PLF	POUNDS PER LINEAR FOOT
PLT	PLATE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	PLATE TRUSS/ PRESSURE TREATED
REINF	REINFORCEMENT
REQ	REQUIRE
REQ'D	REQUIRED
R&R	REMOVE AND REPLACE
SCHED	SCHEDULE
SD	SHORT DIRECTION
SF	SQUARE FOOT
SHT	SHEET
SIM	SIMILAR
SMRF	SPECIAL MOMENT - RESISTING FRAME
SN	SOLE PLATE NAILING
SOG	SLAB ON GRADE
SPEC	SPECIFICATION
SQ	SQUARE
SS	STAINLESS STEEL
STAGG	STAGGERED
STD	STANDARD
STIFF	STIFFENER
STL	STEEL
STRUCT	STRUCTURAL
SW	SHEARWALL
SWO	SHEARWALL WITH OPENING
SYM	SYMMETRICAL
THK	THICK
THRD	THREADED
T&B	TOP AND BOTTOM
TN	TOE NAILING
TOF	TOP OF FOOTING
TOP	TOP OF PODIUM
TOS	TOP OF STEEL
TL	TOP OF LEDGER
TOW	TOP OF WALL
TRANV	TRANSVERSE
TS	TUBE STEEL
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
VERT	VERTICAL
VIF	VERIFY IN FIELD
WF	WIDE FLANGE BEAM
W/	WITH
W/O	WITHOUT
WT	WEIGHT
WP	WORKING POINT
WWF	WELDED WIRE FABRIC
WWO	WALL W/ OPENING & OR PERFORATED SHEARWALL

SYMBOLS:

∠	ANGLE
@	AT
℄	CENTERLINE
℞	PLATE/PROPERTY LINE
#	POUNDS
Ø	DIAMETER
//	PARALLEL
d_b	BAR DIAMETER

STRUCTURAL OBSERVATION:

PROGRAM NOT INCLUDED BECAUSE THIS PROJECT IS NOT REQUIRED BY ANY OF CBC SECTIONS BELOW:

1704.6.1 STRUCTURAL OBSERVATIONS FOR STRUCTURES.
STRUCTURAL OBSERVATIONS SHALL BE PROVIDED FOR THOSE STRUCTURES WHERE ONE OR MORE OF THE FOLLOWING CONDITIONS EXIST:

1. THE STRUCTURE IS CLASSIFIED AS RISK CATEGORY III OR IV.
2. THE STRUCTURE IS A HIGH-RISE BUILDING.
3. THE STRUCTURE IS ASSIGNED TO SEISMIC DESIGN CATEGORY E, AND IS GREATER THAN TWO STORIES ABOVE THE GRADE PLANE.
4. SUCH OBSERVATION IS REQUIRED BY THE REGISTERED DESIGN PROFESSIONAL RESPONSIBLE FOR THE STRUCTURAL DESIGN.
5. SUCH OBSERVATION IS SPECIFICALLY REQUIRED BY THE BUILDING OFFICIAL.

CALL BEFORE YOU DIG:

ONE EASY PHONE CALL TO 811 STARTS THE PROCESS TO GET YOUR UNDERGROUND PIPELINES AND UTILITY LINES MARKED FOR FREE. WHEN YOU CALL 811 FROM ANYWHERE IN THE COUNTRY, YOUR CALL WILL BE ROUTED TO YOUR STATE ONE-CALL CENTER. ONCE YOUR UNDERGROUND LINES HAVE BEEN MARKED FOR YOUR PROJECT, YOU WILL KNOW THE APPROXIMATE LOCATION OF YOUR PIPELINES AND UTILITY LINES, AND CAN DIG SAFELY. MORE INFORMATION REGARDING 811 CAN BE FOUND AT www.call811.com

FOUNDATION NOTES:

1. FOUNDATION DESIGN IS BASED ON THE SOIL INVESTIGATION REPORT BY:
   GEOCON WEST, INC.
   41571 CORNING PLACE, SUITE 101
   MURRIETA, CA 92562-7065
   PROJECT NO.: T2305-22-11H
   DATE: JUNE 28, 2019
   PHONE NO.: (951)304-2300
2. DESIGN SOIL BEARING PRESSURE IS 3000PSF @ 24" MIN BELOW LOWEST ADJACENT GRADE.
3. PRIOR TO THE CONTRACTOR REQUESTING A BUILDING DEPT FOUNDATION INSPECTION, THE SOILS ENGINEER SHALL ADVISE THE BUILDING OFFICIAL, IN WRITING, THAT:
   A. THE BUILDING PAD WAS PREPARED ACCORDING TO THE SOILS REPORT.
   B. THE FOUNDATION EXCAVATIONS COMPLY WITH THE INTENT OF THE SOILS REPORT.
   C. THE UTILITY TRENCHES HAVE BEEN PROPERLY BACK FILLED AND COMPACTED.
4. THE SOILS REPORT IS AN INTEGRAL PART OF THE CONSTRUCTION DOCUMENTS. ANY INCONSISTENCIES OR CONFLICTS SHOULD BE BROUGHT TO OUR ATTENTION IMMEDIATELY, AND WAIT FOR OUR DIRECTION.
5. REFERENCE THE SOILS REPORT FOR OVER EXCAVATION AND RECOMPACTION, AND OPTIMUM MOISTURE LEVEL INSTRUCTIONS.
6. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY FINAL GRADE ELEVATIONS, FOR MINIMUM FOOTING DEPTHS BELOW LOWEST ADJACENT GRADES AND MINIMUM COVERAGE OVER TOP OF FOOTINGS. ELEVATIONS OF FOOTINGS SHOWN ON THESE PLANS ARE ESTIMATES BASED ON THE INFORMATION AVAILABLE. FOOTING ELEVATIONS ARE SUBJECT TO CHANGE, AND ARE NOT FINAL TILL THE BUILDING PAD IS GRADED AND TRENCHES FOR FOOTINGS HAVE BEEN APPROVED BY THE SOILS ENGINEER OF RECORD.
7. THE CONTRACTOR IS TO VERIFY IF THE SOILS ENGINEER REQUIRES ADDITIONAL TESTING AT THE COMPLETION OF GRADING OF THE BUILDING PAD.
8. IF ADVERSE SOIL CONDITIONS ARE ENCOUNTERED, A SOILS INVESTIGATION REPORT MAY BE REQUIRED.
9. PRIOR TO BEING DELIVERED TO THE SITE, ALL IMPORTED SOIL SHALL BE TESTED AND APPROVED BY THE SOILS ENGINEER FOR CORROSIVITY AND SUITABILITY FOR THE FOUNDATION DESIGN.
10. BACKFILL BEHIND ALL RETAINING WALLS SHALL BE FREE DRAINING PER RECOMMENDATIONS OF THE SOILS REPORT.
11. EXCAVATION FOR ANY PURPOSE SHALL NOT REMOVE LATERAL SUPPORT FROM ANY FOUNDATION WITHOUT FIRST UNDERPINNING OR PROTECTING THE FOUNDATION AGAINST SETTLEMENT OR LATERAL TRANSLATION.
12. THE EXCAVATION OUTSIDE THE FOUNDATION SHALL BE BACKFILLED WITH SOIL THAT IS FREE OF ORGANIC MATERIAL, CONSTRUCTION DEBRIS, COBBLES AND BOULDERS OR WITH A CONTROLLED LOW-STRENGTH MATERIAL (CLSM). THE BACKFILL SHALL BE PLACED IN LIFTS AND COMPACTED IN A MANOR THAT DOES NOT DAMAGE THE FOUNDATION OR THE WATERPROOFING OR DAMP PROOFING MATERIAL.
    EXCEPTION: CLSM NEED NOT BE COMPACTED.
13. THE GROUND IMMEDIATELY ADJACENT TO THE FOUNDATION SHALL BE SLOPED AWAY FROM THE BUILDING AT A SLOPE OF NOT LESS THAN ONE UNIT VERTICAL IN 20 UNITS HORIZONTAL (5-PERCENT SLOPE) FOR A MINIMUM DISTANCE OF 10 FEET (3048 MM) MEASURED PERPENDICULAR TO THE FACE OF THE WALL. IF PHYSICAL OBSTRUCTIONS OR LOT LINES PROHIBIT 10 FEET (3048 MM) OF HORIZONTAL DISTANCE, A 5-PERCENT SLOPE SHALL BE PROVIDED TO AN APPROVED ALTERNATIVE METHOD OF DIVERTING WATER AWAY FROM FOUNDATION. SWALES USED FOR THIS PURPOSE SHALL BE SLOPED A MINIMUM OF 2 PERCENT WHERE LOCATED WITHIN 10 FEET (3048 MM) OF THE BUILDING FOUNDATION. IMPERVIOUS SURFACES WITHIN 10 FEET (3048 MM) OF THE BUILDING FOUNDATION SHALL BE SLOPED A MINIMUM OF 2 PERCENT AWAY FROM THE BUILDING.
    EXCEPTION: WHERE CLIMATIC OR SOIL CONDITIONS WARRANT, THE SLOPE OF THE GROUND AWAY FROM THE BUILDING FOUNDATION SHALL BE PERMITTED TO BE REDUCED TO NOT LESS THAN ONE UNIT VERTICAL IN 48 UNITS HORIZONTAL (2-PERCENT SLOPE). THE PROCEDURE USED TO ESTABLISH THE FINAL GROUND LEVEL ADJACENT TO THE FOUNDATION SHALL ACCOUNT FOR ADDITIONAL SETTLEMENT OF THE BACKFILL.
14. SEE SOILS REPORT FOR ALLOWABLE TEMPORARY GRADES, VERTICAL CUTS, OR OPTIONS ON SLOT CUTTING DURING CONSTRUCTION.
15. THE SOIL BEHIND RESTRAINED RETAINING WALLS CANNOT BE BACKFILLED TILL THE FLOORS USED FOR RESTRAINING ARE CURED AT LEAST 14 DAYS OR 75% OF SPECIFIED STRENGTH.

GENERAL STRUCTURAL NOTES:

1. THIS DOCUMENT IS AN INSTRUMENT OF PROFESSIONAL SERVICE PREPARED BY RGSE INC. ALTERATION OF THIS DOCUMENT BY ANY PARTY OTHER THAN RGSE INC. IS A VIOLATION OF LAW THAT WILL BE PROSECUTED TO ITS FULLEST EXTENT.
2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS & CONDITIONS AT THE JOB SITE PRIOR TO STARTING CONSTRUCTION AND THE ARCHITECT/ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES, INCONSISTENCIES, OR ISSUES WITH CONSTRUCTIBILITY.
3. AT ANY DISCREPANCIES OR CONFLICTS BETWEEN PLAN AND ELEVATION DIMENSIONS SHOWN ON THE ARCHITECTURAL DRAWINGS AND THE STRUCTURAL DRAWINGS, THE ARCHITECTURAL DIMENSIONS SHALL GOVERN. IF ANY OF THESE DIMENSIONS DIFFER BY MORE THAN 5%, THE ENGINEER SHALL BE NOTIFIED OF THE CONFLICT, AND THE CONTRACTOR SHALL WAIT FOR INSTRUCTIONS.
4. THE CONTRACT CONSTRUCTION DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. UNLESS OTHERWISE NOTED, THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE, WORKMEN, AND OTHER PERSONS DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT LIMITED TO: BRACING, ALL SHORING, FORMS, AND SCAFFOLDING.
5. OPENINGS, POCKETS, ETC. SHALL NOT BE PLACED IN SLABS BEAMS, COLUMNS, WALLS, ETC., UNLESS SPECIFICALLY DETAILED ON THE STRUCTURAL DRAWINGS.
6. ALL ASTM SPECIFICATIONS NOTED ON THESE DRAWINGS SHALL BE OF THE LATEST REVISION.
7. IN THE EVENT THAT CERTAIN FEATURES OF CONSTRUCTION ARE NOT FULLY SHOWN ON THE DRAWINGS OR CALLED FOR IN THE NOTES OR SPECIFICATIONS. NOTIFY THE ARCHITECT/ENGINEER IMMEDIATELY & WAIT FOR INSTRUCTIONS.
8. COST OF ADDITIONAL DESIGN WORK NECESSITATED BY SELECTION OF AN OPTION NOT DUE TO ERRORS OR OMISSIONS IN CONSTRUCTION, SHALL BE BORN BY THE CONTRACTOR.
9. WHERE DESIGN AND DETAILS OF PLATE GIRDERS, TRUSSES, ETC., IS TO BE PROVIDED BY FABRICATOR, CONTRACTOR SHALL SUBMIT CALCULATIONS PREPARED BY A CIVIL OR STRUCTURAL ENGINEER, TO THE ENGINEER AND TO THE BUILDING DEPARTMENT FOR REVIEW PRIOR TO FABRICATION.
10. UNLESS AN ITEM ON THE PLANS OR DETAILS IS SPECIFICALLY MARKED AS AN EXISTING ITEM, THE CONTRACTOR IS TO ASSUME THAT IT IS NEW, AND INCLUDE IT IN THE CONSTRUCTION BUDGET.
11. WHERE SOIL REPORT IS CITED, ITS REQUIREMENTS ADOPTED HEREIN.
12. ALL MANUFACTURED PRODUCTS MUST BE INSTALLED PER MANUFACTURER'S RECOMMENDATION.
13. WHILE EVERY REASONABLE EFFORT HAS BEEN MADE TO PROVIDE A BUILDABLE SET OF CONTRACT DOCUMENTS WITH MINIMAL ERRORS OR OMISSIONS, THE CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE CONTRACT DOCUMENTS MAY REPRESENT IMPERFECT DATA AND MAY CONTAIN ERRORS, OMISSIONS, CONFLICTS, INCONSISTENCIES, CODE VIOLATIONS AND IMPROPER USE OF MATERIALS. SUCH DEFICIENCIES WILL BE CORRECTED BY THE ARCHITECT OR HIS/HER CONSULTANTS WHEN IDENTIFIED. THE CONTRACTOR AGREES TO CAREFULLY STUDY AND COMPARE THE INDIVIDUAL CONTRACT DOCUMENTS AND REPORT AT ONCE IN WRITING TO THE ARCHITECT ANY DEFICIENCIES THE CONTRACTOR MAY DISCOVER. THE CONTRACTOR FURTHER AGREES TO REQUIRE EACH SUBCONTRACTOR TO LIKEWISE STUDY THE DOCUMENTS AND TO REPORT AT ONCE ANY DEFICIENCIES DISCOVERED. THE CONSULTANT AND ARCHITECT, TOGETHER WITH CONTRACTOR SHALL RESOLVE ALL REPORTED DEFICIENCIES PRIOR TO STARTING ANY WORK. ANY QUESTIONABLE WORK PERFORMED PRIOR TO RESOLUTION OF CONFLICTS OR ERRORS OR FURTHER CLARIFICATION FROM THE ARCHITECT WILL BE DONE AT THE CONTRACTOR'S RISK.
14. OPTIONS, IF PROVIDED HEREIN, ARE FOR CONTRACTOR'S CONVENIENCE. HE SHALL BE RESPONSIBLE FOR ALL CHANGES NECESSARY, SHALL COORDINATE ALL DETAILS, AND SHALL OBTAIN ALL REQUIRED APPROVALS.
15. ANY MECHANICAL AND ELECTRICAL EQUIPMENT, STORAGE RACKS, SAFES, AND ANY OBJECT EXPECTED TO BE IN THE BUILDING THAT HAS AN OPERATIONAL WEIGHT (FULLY LOADED) GREATER THEN 400 LB. FLOOR OR ROOF MOUNTED, OR GREATER THEN 200 LB. SUSPENDED FROM A FLOOR, CEILING OR WALL SHALL BE SHOWN ON THESE DRAWINGS. IF THEY ARE NOT SHOWN ON THESE DRAWINGS, THEY SHALL BE BROUGHT TO THE ATTENTION OF THE STRUCTURAL ENGINEER, AND A CUT SHEET FOR THE SPECIFIC ITEM SHALL BE MADE AVAILABLE.
16. THE DEFERRED SUBMITTAL ITEMS SHALL BE SUBMITTED TO THE ARCHITECT OR ENGINEER OF RECORD WHO SHALL REVIEW AND APPROVE THEM, AND FORWARD THEM TO THE BUILDING OFFICIAL WITH A NOTATION INDICATING THAT THE DEFERRED SUBMITTAL DOCUMENTS HAVE BEEN REVIEWED AND APPROVED AND THAT THEY HAVE BEEN FOUND TO BE IN GENERAL CONFORMANCE WITH THE DESIGN OF THE BUILDING. THE DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THEIR DESIGN AND SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING OFFICIAL. PROVIDE AMPLE TIME FOR THE BUILDING OFFICIAL TO REVIEW THE DOCUMENTS.
17. CONSTRUCTION WASTE REDUCTION, DISPOSAL AND RECYCLING SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE LATEST ADOPTED CALIFORNIA GREEN BUILDING CODE.
18. CONTRACTOR IS TO VERIFY THAT NO EXISTING STEEL REINFORCING, OR TENSION CABLES ARE DAMAGED WHEN INSTALLING POST INSTALLED WEDGE OR CHEMICAL ANCHORS. MECHANICAL ANCHORS ARE ONLY APPROVED FOR INTERIOR DRY USE, OTHERWISE CHEMICAL ANCHORS MUST BE USED.
19. ENHANCED DURABILITY AND REDUCE MAINTENANCE. RODENT PROOFING. ANNULAR SPACES AROUND PIPED, ELECTRIC CABLES, CONDUITS OR OTHER OPENINGS IN SOLE/BOTTOM PLATES AT EXTERIOR WALLS SHALL BE PROTECTED AGAINST THE PASSAGE OF RODENTS BY CLOSING SUCH OPENINGS WITH CEMENT MORTAR, CONCRETE MASONRY OR A SIMILAR METHOD ACCEPTABLE TO THE ENFORCING AGENCY.
20. WHERE SEISMIC GAPS ARE SPECIFIED, THE GAP SHALL BE DEFINED AS THE DISTANCE BETWEEN ARCHITECTURAL FINISH TO FINISH. COMPRESSIBLE MATERIALS MAY BE PLACED IN SEISMIC GAPS.
21. DUE TO SUPPLY CHAIN INTERRUPTIONS, AND THE COMPLEXITY OF PREDICTING THEM, THE CONTRACTOR SHALL REVIEW THE SPECIFICATIONS, ANY KNOWN EQUAL ALTERNATIVE MATERIALS AND PRODUCTS SHALL BE SUBMITTED TO THE ARCH AND EOR FOR REVIEW AND APPROVAL, TO AVOID UNREASONABLE COST INCREASES, AND/OR CONSTRUCTION DELAYS.

SPECIAL INSPECTIONS:

1. SPECIAL INSPECTION U.N.O. BY A REGISTERED DEPUTY INSPECTOR APPROVED BY THE ARCHITECT AND/OR ENGINEER AND THE BUILDING DEPARTMENT SHALL BE EMPLOYED BY THE OWNER FOR THE FOLLOWING TYPES OF WORK:
   A. ALL CONCRETE WORK IN ACCORDANCE WITH 2022 CBC SEC. 1705.3 AND TABLE 1705.3 WITH THE FOLLOWING EXCEPTIONS:
      i. ISOLATED SPREAD CONCRETE FOOTINGS OF BUILDINGS THREE STORIES OR LESS ABOVE GRADE PLANE THAT ARE FULLY SUPPORTED ON EARTH OR ROCK.
      ii. CONTINUOUS CONCRETE FOOTINGS SUPPORTING WALLS OF BUILDINGS THREE STORIES OR LESS ABOVE GRADE PLANE THAT ARE FULLY SUPPORTED ON EARTH OR ROCK WHERE:
         a. THE FOOTINGS SUPPPORT WALLS OF LIGHT-FRAME CONSTRUCTION.
         b. THE STRUCTURAL DESIGN OF THE FOOTING IS BASED ON A SPECIFIED COMPRESSIVE STRENGTH, f'c NOT MORE THAN 2500 PSI, REGARDLESS OF THE COMPRESSIVE STRENGTH SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS OR USED IN THE FOOTING CONSTRUCTION.
      iii. NONSTRUCTURAL CONCRETE SLABS SUPPORTED DIRECTLY ON THE GROUND, INCLUDING PRESTRESSED SLABS ON GRADE, WHERE THE EFFECTIVE PRESTRESS IN THE CONCRETE IS LESS THAN 150 PSI.
   B. PERIODIC INSPECTION FOR SOILS IN SEISMIC DESIGN CATEGORIES D, E, AND F.
   C. ALL FOUNDATIONS DESIGNATED AS GRADE BEAMS, PIER FOOTINGS, OR PILES.
   D. SEE C.B.C. VOL.II, SECTION 1704 FOR ADDITIONAL REQUIREMENTS. DEPUTY INSPECTION MAY BE WAIVED FOR WORK THAT IS MINOR IN NATURE AS INTERPRETED BY THE BUILDING OFFICIAL.
2. THE SPECIAL INSPECTOR SHALL BE A QUALIFIED PERSON WHO SHALL DEMONSTRATE COMPETENCE, TO THE SATISFACTION OF THE BUILDING OFFICIAL, FOR INSPECTION OF THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION. THE SPECIAL INSPECTOR SHALL OBSERVE THE WORK ASSIGNED FOR CONFORMANCE TO THE APPROVED DESIGN DRAWINGS AND SPECIFICATIONS. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL, THE ENGINEER OR ARCHITECT OF RECORD, AND OTHER DESIGNATED PERSONS. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION, THEN, IF UNCORRECTED, TO THE PROPER DESIGN AUTHORITY AND TO THE BUILDING OFFICIAL. THE SPECIAL INSPECTOR SHALL SUBMIT A FINAL SIGNED REPORT STATING WHETHER THE WORK REQUIRING SPECIAL INSPECTION WAS, TO THE BEST OF THE INSPECTOR'S KNOWLEDGE, IN CONFORMANCE TO THE APPROVED PLANS AND SPECIFICATIONS AND THE APPLICABLE WORKMANSHIP PROVISIONS OF THE CODE PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
3. EACH CONTRACTOR RESPONSIBLE FOR THE CONSTRUCTION OF A MAIN WIND-OR SEISMIC-FORCE-RESISTING SYSTEM, DESIGNATED SEISMIC SYSTEM OR A WIND-OR SEISMIC-RESISTING COMPONENT LISTED IN THE STATEMENT OF SPECIAL INSPECTION SHALL SUBMIT A WRITTEN STATEMENT OF RESPONSIBILITY TO THE BUILDING OFFICIAL AND THE OWNER PRIOR TO THE COMMENCEMENT OF WORK ON THE SYSTEM OR COMPONENT. THE CONTRACTOR'S STATEMENT OF RESPONSIBILITY SHALL CONTAIN THE FOLLOWING:
   A. ACKNOWLEDGMENT OF AWARENESS OF THE SPECIAL REQUIREMENTS CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS;
   B. ACKNOWLEDGMENT THAT CONTROL WILL BE EXERCISED TO OBTAIN CONFORMANCE WITH CONSTRUCTION DOCUMENTS APPROVED BY THE BUILDING OFFICIAL;
   C. PROCEDURES FOR EXERCISING CONTROL WITHIN THE CONTRACTOR'S ORGANIZATION, THE METHOD AND FREQUENCY OF REPORTING AND THE DISTRIBUTION OF THE REPORTS; AND
   D. IDENTIFICATION AND QUALIFICATION OF THE PERSON(S) EXERCISING SUCH CONTROL AND THEIR POSITION(S) IN THE ORGANIZATION.

S0.1

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SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 DATE

REGISTERED PROFESSIONAL ENGINEER EDWARD JOSEPH LENTH No. 52432 STRUCTURAL STATE OF CALIFORNIA

CITY OF BANNING
RECOMMENDED FOR APPROVAL:
KEVIN D. SIN, RCE #71299 SENIOR CIVIL ENGINEER — DATE
APPROVED BY:
NATHAN C. SMITH, RCE #74754 DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER — DATE

STREET IMPROVEMENT PLAN FOR HIGHLAND SPRINGS AVENUE BUS BAY
GENERAL NOTES

W.O. No.
CIP No.
PROJECT No. 23355
SHEET 12 OF 15

HIGHLAND SPRINGS AVENUE BUS BAY. STREET IMPROVEMENT PLAN

MASONRY CONT.:

29. PLACE VERTICAL BARS WITHIN 2 IN. (50.8mm) OF THE REQUIRED LOCATION ALONG THE LENGTH OF THE WALL.
30. IF IT IS NECESSARY TO MOVE BARS MORE THAN ONE BAR DIAMETER OR A DISTANCE EXCEEDING THE TOLERANCE STATED ABOVE TO AVOID INTERFERENCE WITH OTHER REINFORCING STEEL, CONDUITS, OR EMBEDDED ITEMS, NOTIFY THE ARCHITECT/ENGINEER FOR ACCEPTANCE OF THE RESULTING ARRANGEMENT OF BARS.
31. FOUNDATION DOWELS THAT INTERFERE WITH UNIT WEBS ARE PERMITTED TO BE BENT TO A MAXIMUM OF 1 IN. (25mm) HORIZONTALLY FOR EVERY 6 IN. (152mm) OF VERTICAL HEIGHT.
32. EMBED HEADED AND BENT-BAR ANCHOR BOLTS LARGER THAN ¼ IN. (6.4mm) DIAMETER IN GROUT THAT IS PLACED IN ACCORDANCE WITH ARTICLE 3.5 A AND ARTICLE 3.5 B ACI 350. ANCHOR BOLTS OF ¼ IN. (6.4mm) DIAMETER OR LESS ARE PERMITTED TO BE PLACED IN GROUT OR MORTAR BED JOINTS THAT HAVE A SPECIFIED THICKNESS OF AT LEAST ½ IN. (12.7mm) THICKNESS.
33. MAINTAIN CLEAR DISTANCE BETWEEN ANCHOR BOLTS AND ANY FACE OF MASONRY UNIT OR FORMED SURFACE OF AT LEAST ¼ IN. (6.4mm) WHEN USING FINE GROUT, AND OF AT LEAST ½ IN. (12.7mm) WHEN USING COARSE GROUT.
34. PLACE ANCHOR BOLTS WITH A CLEAR DISTANCE BETWEEN PARALLEL ANCHOR BOLTS NOT LESS THAN THE NOMINAL DIAMETER OF THE ANCHOR BOLT, NOR LESS THAN 1 IN. (25.4mm).
35. OWNER WILL ENGAGE A QUALIFIED INDEPENDENT TESTING AGENCY TO PERFORM PRECONSTRUCTION TESTING INDICATED BELOW. RETESTING OF MATERIALS THAT FAIL TO COMPLY WITH SPECIFIED REQUIREMENTS SHALL BE DONE AT CONTRACTOR'S EXPENSE.
36. CONCRETE MASONRY UNIT TEST: FOR EACH TYPE OF UNIT REQUIRED, ACCORDING TO ASTM C 140 FOR COMPRESSIVE STRENGTH.
37. MORTAR TEST (PROPERTY SPECIFICATION): FOR EACH MIX REQUIRED, ACCORDING TO ASTM C 109/C 109M FOR COMPRESSIVE STRENGTH[, ASTM C 1506 FOR WATER RETENTION, AND ASTM C 91 FOR AIR CONTENT].
38. MORTAR TEST (PROPERTY SPECIFICATION): FOR EACH MIX REQUIRED, ACCORDING TO ASTM C 780 FOR COMPRESSIVE STRENGTH.
39. GROUT TEST (COMPRESSIVE STRENGTH): FOR EACH MIX REQUIRED, ACCORDING TO ASTM C 1019.
40. COMPRESSIVE STRENGTH OF MASONRY BASED ON THE COMPRESSIVE STRENGTH OF CONCRETE MASONRY UNITS AND TYPE OF MORTAR USED IN CONSTRUCTION.

TMS 602 Table 2 (MODIFIED)			
NET AREA COMPRESSIVE STRENGTH OF CONCRETE MASONRY (f'm), PSI (MPa)	NET AREA COMPRESSIVE STRENGTH OF CONCRETE MASONRY UNITS (f'cmu), PSI (MPa)		GROUT STRENGTH (f'g), PSI
	TYPE M OR S MORTAR	TYPE N MORTAR	
1,700 (11.72)	---	1,900 (13.10)	2,000
1,900 (13.10)	1,900 (13.10)	2,350 (1[illegible]) NOT PERMITTED	2,000
2,000 (13.79)	2,000 (13.79)	2,650 ([illegible].27)	2,000
2,250 (15.51)	2,600 (17.93)	3,[illegible] (23.44)	2,600
2,500 (17.24)	3,250 (22.41)	[illegible]350 (28.96)	3,250
2,750 (18.96)	3,900 (26.89)	----	3,900
3,000 (20.69)	4,500 (31.03)	----	4,500
1. FOR UNITS OF LESS THAN 4 IN. (102 mm) NOMINAL HEIGHT, USE 85 PERCENT OF THE VALUES LISTED.			

41. VERIFY & ADVISE ARCHITECT OF ROUGH OPENINGS NOT ON MASONRY COURSING. VERIFY TOP OF FOOTING ELEVATIONS FOR PROPER COURSING ELEVATIONS.

REINFORCED CONCRETE NOTES CONT.:

43. MINIMUM COVER FOR MAIN REINFORCING BARS OF REINFORCED CONCRETE BEAMS[b] (APPLICABLE TO ALL TYPES OF STRUCTURAL CONCRETE)

BEAM WIDTH[a] (inches)	FIRE-RESISTING RATING (HOURS)				
	1 HR	1½ HR	2 HR	3 HR	4 HR
5	¾	1	1¼	-	-
7	¾	¾	¾	1¾	3
≥ 10	¾	¾	¾	1	1¾

S1: 1 INCH = 25.4mm 1 FOOT = 304.8mm
a. FOR BEAM WIDTHS BETWEEN THE TABULATED VALUES,THE MINIMUM COVER THICKNESS CAN BE DETERMINED BY DIRECT INTERPOLATION.
b. THE COVER FOR AN INDIVIDUAL REINFORCING BAR IS THE MINIMUM THICKNESS OF CONCRETE BETWEEN THE SURFACE OF THE BAR AND THE FIRE-EXPOSED SURFACE OF THE BEAM. FOR BEAMS IN WHICH SEVERAL BARS ARE USED, THE COVER FOR THE CORNER BARS USED IN THE CALCULATION SHALL BE REDUCED TO ONE-HALF OF THE ACTUAL VALUE. THE COVER FOR AN INDIVIDUAL BAR MUST BE NOT LESS THAN ONE-HALF OF THE VALUE GIVEN IN TABLE 722.2.3 (3) NOR LESS THAN ¾ INCH.

44. TABLE 722.2.4 MINIMUM DIMENSION OF CONCRETE COLUMNS (INCHES)

FIRE-RESISTING RATING (HOURS)				
1 HR	1½ HR	2[a] HR	3[a] HR	4[b] HR
8	9	10	12	14

S1: 1 INCH = 25mm
a. THE MINIMUM DIMENSION IS PERMITTED TO BE REDUCED TO 8 INCHES FOR RECTANGULAR COLUMNS WITH TWO PARALLEL SIDES NOT LESS THAN 36 INCHES IN LENGTH.
b. THE MINIMUM DIMENSION IS PERMITTED TO BE REDUCED TO 10 INCHES FOR RECTANGULAR COLUMNS WITH TWO PARALLEL SIDES NOT LESS THAN 36 INCHES IN LENGTH.

45. 722.2.4.2 COVER FOR REINFORCED CONCRETE COLUMNS.
THE MINIMUM THICKNESS OF CONCRETE COVER TO THE MAIN LONGITUDINAL REINFORCEMENT IN COLUMNS, REGARDLESS OF THE TYPE OF AGGREGATE USED IN THE CONCRETE AND THE SPECIFIED COMPRESSIVE STRENGTH OF CONCRETE, f'_c SHALL BE NOT LESS THAN 1 INCH (25mm) TIMES THE NUMBER OF HOURS OF REQUIRED FIRE RESISTANCE OR 2 INCHES (51mm), WHICHERVER IS LESS.

MASONRY:

1. MIN. SPECIFIED COMPRESSIVE STRENGTH SHALL BE f'm = 2,000 PSI, UNLESS OTHERWISE SPECIFIED ON THE PLANS. WHERE HIGHER f'm IS SPECIFIED, REFER TO TMS 602 TABLE 2 BELOW.
2. BLOCK SHALL BE MEDIUM WEIGHT UNITS CONFORMING TO ASTM C-90 GRADE N-1. USE UNITS OPEN ONE END, AND BOND BEAM UNITS AT HORIZONTAL REINFORCING. WHEN BLOCKS ARE EXPOSED OBTAIN APPROVAL OF SUBMITTAL FROM ARCHITECT.
3. MORTAR (TYPE M OR S) SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH EQUAL TO THE BLOCK STRENGTH OR 2,000 PSI, WHICHEVER IS GREATER.
4. CEMENT: ASTM C-150, LOW ALKALI, TYPE I OR II PORTLAND CEMENT. (MASONRY CEMENT AND PLASTIC CEMENT SHALL NOT BE USED.)
5. MORTAR:
   A. CONFORMING TO ASTM C-270, TYPE M OR S.
   B. MIX PROPORTIONS SHALL CONFORM TO ASTM C-270.
   C. AGGREGATES SHALL CONFORM TO ASTM C-144.
6. GROUT:
   A. CONFORMING TO ASTM C-476.
   B. ATTAINS THE MASONRY COMPRESSIVE STRENGTH f'm OR 2,000 PSI AT 28 DAYS, WHICHEVER IS GREATER. WHERE HIGHER f'm IS SPECIFIED, REFER TO TMS 602 TABLE 2 BELOW.
   C. MIX PROPORTIONS SHALL CONFORM TO ASTM C-476.
   D. AGGREGATES SHALL CONFORM TO ASTM C-404.
   E. DO NOT USE ADMIXTURES UNLESS ACCEPTABLE. FIELD ADDITION OF ADMIXTURES IS NOT PERMITTED IN SELF-CONSOLIDATING GROUT. TMS 602-13. 2.2C
7. REINFORCING STEEL: USE ASTM A 706 OR ASTM A 615 GRADE 60.
8. MINIMUM GROUTING: SOLID GROUT ALL CELLS UNLESS NOTED OTHERWISE. VERTICAL EXPANSION JOINTS SHALL BE PROVIDED AT 26'-0" o/c MAXIMUM UNO PER PLAN. FULLY COORDINATE LOCATIONS WITH ARCH & EOR FOR REVIEW PRIOR TO PLACEMENT. EXPANSION JOINT MATERIALS SHALL BE PER ASTM C90, D994, OR D1056 CLASS 2A1.
9. SPECIAL INSPECTION OF WORK IS REQUIRED FOR ALL MASONRY STRUCTURES PER TMS 402/ACI 530/ASCE 5 LEVEL B QUALITY ASSURANCE, UNLESS NOTED OTHERWISE ON THE DRAWINGS.
10. ALL BOLTS SHALL BE GROUTED IN PLACE WITH AT LEAST 1 INCH OF GROUT BETWEEN THE BOLT AND THE MASONRY.
11. THE CLEAR DISTANCE BETWEEN PARALLEL BARS SHALL NOT BE LESS THAN THE NOMINAL DIAMETER OF THE BARS, NOR LESS THAN 1 IN. (25.4mm).
12. IN COLUMNS AND PILASTERS, THE CLEAR DISTANCE BETWEEN VERTICAL BARS SHALL NOT BE LESS THAN ONE AND
ONE-HALF TIMES THE NOMINAL BAR DIAMETER, NOR LESS THAN 1½ IN. (38.1mm).
13. THE CLEAR DISTANCE LIMITATIONS BETWEEN BARS REQUIRED IN SECTIONS 1.13.3.1 AND 1.13.3.2 SHALL ALSO APPLY TO THE CLEAR DISTANCE BETWEEN A CONTACT LAP SPLICE AND ADJACENT SPLICES OR BARS.
14. GROUPS OF PARALLEL REINFORCING BARS BUNDLED IN CONTACT TO ACT AS A UNIT SHALL BE LIMITED TO TWO IN ANY ONE BUNDLE. INDIVIDUAL BARS IN A BUNDLE CUT OFF WITHIN THE SPAN OF A MEMBER SHALL TERMINATE AT POINTS AT LEAST 40 BAR DIAMETER APART.
15. REINFORCEMENT EMBEDDED IN GROUT SHALL HAVE A THICKNESS OF GROUT BETWEEN THE REINFORCEMENT AND MASONRY UNITS NOT LESS THAN ¼ IN. (6.4mm) FOR FINE GROUT OR ½ IN. (12.7mm) FOR COARSE GROUT.
16. REINFORCING BARS SHALL HAVE A MASONRY COVER NOT LESS THAN THE FOLLOWING:
   A. MASONRY FACE EXPOSED TO EARTH OR WEATHER: 2 IN. (50.8mm) FOR BARS LARGER THAN NO.5 (M #16); 1½ IN. (38.1mm) FOR NO.5 (M #16) BARS OR SMALLER.
   B. MASONRY NOT EXPOSED TO EARTH OR WEATHER: 1½ IN. (38.1mm).
17. LONGITUDINAL WIRES OF JOINT REINFORCEMENT SHALL BE FULLY EMBEDDED IN MORTAR OR GROUT WITH A MINIMUM COVER OF ⅝ IN. (15.9mm) WHEN EXPOSED TO EARTH OR WEATHER AND ½ IN. (12.7mm) WHEN NOT EXPOSED TO EARTH OR WEATHER. JOINT REINFORCEMENT SHALL BE STAINLESS STEEL OR PROTECTED FROM CORROSION BY HOT-DIPPED GALVANIZED COATING OR EPOXY COATING WHEN USED IN MASONRY EXPOSED TO EARTH OR WEATHER AND IN INTERIOR WALLS EXPOSED TO A MEAN RELATIVE HUMIDITY EXCEEDING 75 PERCENT. ALL OTHER JOINT REINFORCEMENT SHALL BE MILL GALVANIZED, HOT-DIP GALVANIZED, OR STAINLESS STEEL.
18. WALL TIES, SHEET-METAL ANCHORS, STEEL PLATES AND BARS, AND INSERTS EXPOSED TO EARTH OR WEATHER, OR EXPOSED TO A MEAN RELATIVE HUMIDITY EXCEEDING 75 PERCENT SHALL BE STAINLESS STEEL OR PROTECTED FROM CORROSION BY HOT-DIP GALVANIZED COATING OR EPOXY COATING. WALL TIES, ANCHORS, AND INSERTS SHALL BE MILL GALVANIZED, HOT-DIP GALVANIZED, OR STAINLESS STEEL FOR ALL OTHER CASES. ANCHOR BOLTS, STEEL PLATES, AND BARS NOT EXPOSED TO EARTH, WEATHER, NOR EXPOSED TO A MEAN RELATIVE HUMIDITY EXCEEDING 75 PERCENT, NEED NOT BE COATED.
19. REINFORCEMENT SHALL BE SUPPORTED AND FASTENED TOGETHER TO PREVENT DISPLACEMENTS BEYOND THE TOLERANCES ALLOWED BY SECTION 3.4 OF ACI 530.1 PRIOR TO GROUTING.
20. GROUT LIFTS SHALL NOT EXCEED 12.67 FEET WHEN THE MASONRY HAS CURED FOR 4 HOURS, THE GROUT SLUMP IS MAINTAINED BETWEEN 10 AND 11 INCHES AND NO INTERMEDIATE REINFORCED BOND BEAMS ARE PLACED BETWEEN THE TOP AND THE BOTTOM OF THE POUR HEIGHT. OTHERWISE, PLACE GROUT IN LIFTS NOT EXCEEDING 5 FEET. (SECTION 3.5 OF ACI 530.1)
21. PIPES AND CONDUITS EMBEDDED IN MASONRY SHALL NOTE REDUCE THE REQUIRED STRENGTH. (SECTION 1.16.2 OF ACI 530)
22. SUPPORT AND FASTEN REINFORCEMENT TOGETHER TO PREVENT DISPLACEMENT BEYOND THE TOLERANCES ALLOWED BY CONSTRUCTION LOADS OR BY PLACEMENT OF GROUT OR MORTAR.
23. COMPLETELY EMBED REINFORCING BARS IN GROUT IN ACCORDANCE WITH ARTICLE 3.5 ACI 350.
24. MAINTAIN CLEAR DISTANCE BETWEEN REINFORCING BARS AND ANY FACE OF MASONRY UNIT OR FORMED SURFACE, BUT NOT LESS THAN ¼ IN. (6.4mm) FOR FINE GROUT OR ½ IN. (12.7mm) FOR COARSE GROUT.
25. SPLICE ONLY WHERE INDICATED ON THE PROJECT DRAWINGS, UNLESS OTHERWISE ACCEPTABLE. WHEN SPLICING BY WELDING, PROVIDE WELDS IN CONFORMANCE WITH THE PROVISIONS OF AWS D1.4.
26. UNLESS ACCEPTED BY THE ARCHITECT/ENGINEER, DO NOT BEND REINFORCEMENT AFTER IT IS EMBEDDED IN GROUT OR MORTAR.
27. NON-CONTACT LAP SPLICES - POSITION BARS SPLICED BY NON-CONTACT LAP SPLICE NO FARTHER APART TRANSVERSELY THAN ONE-FIFTH THE SPECIFIED LENGTH OF LAP NOR MORE THAN 8 IN. (203mm).
28. TOLERANCES FOR THE PLACEMENT OF REINFORCING BARS IN WALLS AND FLEXURAL ELEMENTS SHALL BE ± ½ IN. (12.7mm) WHEN THE DISTANCE FROM THE CENTERLINE OF REINFORCING BARS TO THE OPPOSITE FACE OF MASONRY, d, IS EQUAL TO 8 IN. (203mm) OR LESS, ± 1 IN. (25.4mm) FOR d EQUAL TO 24 IN. (610mm) OR LESS BUT GREATER THAN 8 IN. (203mm), AND ± 1¼ IN. (31.8mm) FOR d GREATER THAN 24 IN. (610mm).

REINFORCED CONCRETE NOTES CONT.:

26. MINIMUM DIAMETER OF BEND:

MINIMUM DIAMETERS OF BEND	
BAR SIZE	MINIMUM DIAMETER
NO.3 THROUGH NO.8	$6d_b$
NO.9, NO.10, AND NO.11	$8d_b$
NO.14 AND NO.18	$10d_b$

27. TOLERANCE FOR d AND MINIMUM CONCRETE COVER IN FLEXURAL MEMBERS, WALLS, AND COMPRESSION MEMBERS SHALL BE AS FOLLOWS:

	TOLERANCE ON d	TOLERANCE ON MINIMUM CONCRETE COVER
d ≤ 8 IN.	±⅜ IN.	-⅜ IN.
d > 8 IN.	±½ IN.	-½ IN.

EXCEPT THAT TOLERANCE FOR THE CLEAR DISTANCE TO FORMED SOFFITS SHALL BE MINUS ¼ IN. AND TOLERANCE FOR COVER SHALL NOT EXCEED MINUS ⅓ THE MINIMUM CONCRETE COVER REQUIRED IN THE DESIGN DRAWINGS AND SPECIFICATIONS.

28. MAXIMUM CHLORIDE ION CONTENT FOR CORROSION PROTECTION OF REINFORCEMENT:

TYPE OF MEMBER	MAXIMUM WATER SOLUBLE CHLORIDE ION (Cl') IN CONCRETE, PERCENT BY WEIGHT OF CEMENT
PRESTRESSED CONCRETE	0.06
REINFORCED CONCRETE EXPOSED TO CHLORIDE IN SERVICE	0.15
REINFORCED CONCRETE THAT WILL BE DRY OR PROTECTED FROM MOISTURE IN SERVICE	1.00
OTHER REINFORCED CONCRETE CONSTRUCTION	0.30

29. TOLERANCE FOR REINFORCEMENT AND CONCRETE LOCATION SHALL BE PER ACI 117.
30. TOLERANCE FOR LONGITUDINAL LOCATION OF BEND AND ENDS OF REINFORCEMENT SHALL BE ± 2 IN., EXCEPT THE TOLERANCE SHALL BE ± ½ IN. AT THE DISCONTINUOUS ENDS OF BRACKETS AND CORBELS, AND ± 1 IN. AT THE DISCONTINUOUS ENDS OF OTHER MEMBERS.
31. REINFORCEMENT RESISTING EARTHQUAKE-INDUCED FLEXURAL AND AXIAL FORCES IN FRAME MEMBERS AND IN STRUCTURAL WALL BOUNDARY ELEMENTS SHALL COMPLY WITH ASTM A 706. ASTM A 615 GRADE 60 REINFORCEMENT SHALL BE PERMITTED IN THESE MEMBERS IF:
   A. THE ACTUAL YIELD STRENGTH BASED ON MILL TESTS DOES NOT EXCEED f_y BY MORE THAN 18,000 PSI (RETESTS SHALL NOT EXCEED THIS VALUE BY MORE THAN AN ADDITIONAL 3000 PSI): AND
   B. THE RATIO OF THE ACTUAL TENSILE STRENGTH TO THE ACTUAL YIELD STRENGTH IS NOT LESS THAN 1.25.THE VALUE OF f_{yt} FOR TRANSVERSE REINFORCEMENT INCLUDING SPIRAL REINFORCEMENT SHALL NOT EXCEED 60,000 PSI.
32. CONCRETE FLOOR FLATNESS SHALL BE A MINIMUM OF ¼" : 10 FT. TYP. U.N.O.
33. WHERE CORROSION-RESISTANT REINFORCEMENT (CRR) IS SPECIFIED, USE MMFX2 REBAR ASTM A1035 GRADES 690 AND 830.
34. WELDING OF ELECTRICAL CONDUCTORS TO REINFORCING STEEL IS PROHIBITED WITHOUT THE APPROVAL OF THE ENGINEER OF RECORD.
35. PERFORMANCE OF SHOTCRETE SHALL BE PER ACI 506.2 SPECIFICATIONS.
36. ACI 318 TABLE 26.4.1.1.1(a) - SPECIFICATIONS FOR CEMENTITIOUS MATERIALS.

CEMENTITIOUS MATERIALS	SPECIFICATION
PORTLAND CEMENT	ASTM C150
BLENDED HYDRAULIC CEMENTS	ASTM C595, EXCLUDING TYPE IS (≥70) AND TYPE IT (S≥70)
EXPANSIVE HYDRAULIC CEMENTS	ASTM C845
HYDRAULIC CEMENT	ASTM C1157
FLY ASH AND NATURAL POZZOLAN	ASTM C618
SLAG CEMENT	ASTM C989
SILICA FUME	ASTM C1240

37. AGGREGATES - COMPLIANCE REQUIREMENTS:
   A. AGGREGATES SHALL CONFORM TO (1) OR (2):
      1. NORMALWEIGHT AGGREGATE: ASTM C33.
      2. LIGHTWEIGHT AGGREGATE: ASTM C330.
   B. AGGREGATES NOT CONFORMING TO ASTM C33 OR ASTM C330 ARE PERMITTED IF THEY HAVE BEEN SHOWN BY TEST OF ACTUAL SERVICE TO PRODUCE CONCRETE OF ADEQUATE STRENGTH AND DURABILITY AND ARE APPROVED BY THE BUILDING OFFICIAL.
   C. MAXIMUM AGGREGATE SIZE:
      1. FOOTINGS........1" MAX.
      2. SLAB ON GRADE, GRADE BEAMS........¾" MAX.
      3. ELEVATED STRUCT. SLABS, BEAMS, FRAMED COLUMNS, WALLS........⅜" MAX.
      4. REMAINDER........¾" MAX.
38. WATER - COMPLIANCE REQUIREMENTS:
   A. MIXING WATER SHALL CONFORM TO ASTM C1602.
   B. MIXING WATER, INCLUDING THAT PORTION OF MIXING WATER CONTRIBUTED IN THE FORM OF FREE MOISTURE ON AGGREGATES, SHALL NOT CONTAIN DELETERIOUS AMOUNTS OF CHLORIDE ION WHEN USED FOR PRESTRESSED CONCRETE, FOR CONCRETE THAT WILL CONTAIN ALUMINUM EMBEDMENTS, OR FOR CONCRETE CAST AGAINST STAY-IN-PLACE GALVANIZED STEEL FORMS.
39. ADMIXTURES - COMPLIANCE REQUIREMENTS:
   A. ADMIXTURES SHALL CONFORM TO (1) THROUGH (4):
      1. WATER REDUCTION AND SETTING TIME MODIFICATION: ASTM C494.
      2. PRODUCING FLOWING CONCRETE: ASTM C1017.
      3. AIR ENTRAINMENT: ASTM C260.
      4. INHIBITING CHLORIDE-INDUCED CORROSION: ASTM C1582.
   B. ADMIXTURES THAT DO NOT CONFORM TO THESE SPECIFICATIONS SHALL BE SUBJECT TO PRIOR REVIEW BY THE LICENSED DESIGN PROFESSIONAL.
   C. CALCIUM CHLORIDE OR ADMIXTURES CONTAINING CHLORIDE FROM SOURCES OTHER THAN IMPURITIES IN ADMIXTURE INGREDIENTS SHALL NOT BE USED IN PRESTRESSED CONCRETE, IN CONCRETE CONTAINING EMBEDDED ALUMINUM, OR IN CONCRETE CAST AGAINST STAY-IN-PLACE GALVANIZED STEEL FORMS.
   D. ADMIXTURES USED IN CONCRETE CONTAINING EXPANSIVE CEMENTS CONFORMING TO ASTM C845 SHALL BE COMPATIBLE WITH THE CEMENT AND PRODUCE NO DELETERIOUS EFFECTS.
40. STEEL FIBER REINFORCEMENT - COMPLIANCE REQUIREMENTS:
   A. STEEL FIBER REINFORCEMENT USED FOR SHEAR RESISTANCE SHALL SATISFY (1) AND (2):
      1. BE DEFORMED AND CONFORM TO ASTM A820.
      2. HAVE A LENGTH-TO-DIAMETER RATIO OF AT LEAST 50 AND NOT EXCEEDING 100.
41. COVER THICKNESS FOR REINFORCED CONCRETE FLOOR OR ROOF SLABS (INCHES)

FIRE-RESISTING RATING (HOURS)									
INTERIOR SPAN					END SPAN				
1 HR	1½ HR	2 HR	3 HR	4 HR	1 HR	1½ HR	2 HR	3 HR	4 HR
¾	¾	¾	¾	¾	¾	¾	1	1¼	1⅝

42. COVER THICKNESS FOR PRE-STRESSED CONCRETE FLOOR OR ROOF SLABS (INCHES)

FIRE-RESISTING RATING (HOURS)									
INTERIOR SPAN					END SPAN				
1 HR	1½ HR	2 HR	3 HR	4 HR	1 HR	1½ HR	2 HR	3 HR	4 HR
¾	¾	¾	¾	¾	1⅛	1½	1¾	2⅜	2¾

REINFORCED CONCRETE NOTES:

1. CONCRETE MIXES SHALL BE DESIGNED BY A RECOGNIZED TESTING LABORATORY AND COPIES OF THE DESIGN SHALL BE SENT TO THE ARCHITECT AND THE ENGINEER. COMPRESSIVE STRENGTH TEST REPORTS SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND THE ARCHITECT. ALL CONCRETE EXCEPT FOUNDATION CONCRETE SHALL CONTAIN POLYMER BASED WATER REDUCING ADMIXTURE.
2. PORTLAND CEMENT SHALL CONFORM TO ASTM C-150. TYPE II. AGGREGATE FOR STONE CONCRETE SHALL CONFORM TO ASTM C-33. NON-REACTIVE AGGREGATE FOR LIGHTWEIGHT CONCRETE SHALL CONFORM ASTM C-330.
3. ALL REINFORCING BARS, ANCHOR BOLTS, PRE STRESSING TENDONS, AND ALL OTHER CONCRETE INSERTS SHALL BE WELL SECURED IN POSITION PRIOR TO PLACING CONCRETE.
4. THE MAXIMUM SLUMP SHALL NOT EXCEED 4" +/- 1" FOR FOOTINGS, SLABS ON EARTH, AND MASS CONCRETE, AND 5" +/- 1" FOR OTHER CONCRETE. SLUMP MAY BE INCREASED WHEN CHEMICAL ADMIXTURES ARE USED, PROVIDED THAT ADMIXTURE-TREATED CONCRETE HAS THE SAME OR LOWER WATER: CEMENT OR WATER: CEMENTITIOUS MATERIAL RATIO. (ACI 211 TABLE 6.3.1)
5. MINIMUM COMPRESSIVE STRENGTH:
PROVIDE CONCRETE WITH THE FOLLOWING MINIMUM COMPRESSIVE STRENGTH (f'c) AT 28 DAYS UNLESS NOTED OTHERWISE (MINIMUM 5 SACKS OF CEMENT PER CUBIC YARD) (MAXIMUM WATER/CEMENT RATIO BY WEIGHT SHALL BE .65 FOR BALANCE):

MINIMUM COMPRESSIVE STRENGTH (f'c)			
CONSTRUCTION TYPE	PSI	SPEC. INSP. REQUIRED	AGGREGATE
SPREAD FOOTING	3000 PSI *	NO	NORMAL WT.
NOTE: * 2500 PSI STRENGTH USED FOR DESIGN, SPECIAL INSPECTION NOT REQUIRED.			

6. THE COMPRESSIVE STRENGTH OF EXTERIOR SLABS AND FLAT WORK SHALL BE INCREASED FOR MODERATE AND SEVERE WEATHERING EXPOSURE PER TABLE 1904.2.2 OF THE CBC.
7. ALL STRUCTURAL CONCRETE IS TO BE REINFORCED.
8. CONTRACTOR SHALL SUBMIT SLAB CONSTRUCTION JOINT LAYOUT DRAWINGS TO THE ARCHITECT AND ENGINEER FOR REVIEW. THE MAXIMUM SPACING OF CONTROL JOINTS IN SLAB ON GRADE EACH WAY SHALL BE 30X THE SLAB THICKNESS BEFORE 7 DAYS OF CURING. SLABS REQUIRE AT LEAST 7 DAYS CURING (14 DAYS WHERE FLY ASH OR POZOLAN IS USED), AND THE ENVIRONMENT (HUMIDITY AND TEMPERATURE) OF ROOM SHALL BE ACCLIMATED TO LONG TERM CLIMATE CONDITIONS PRIOR TO INSTALLATION OF FLOORING. THE SLAB TEMPERATURE SHALL BE WITHIN 5 DEGREES OF DEW POINT DURING CURING. SEE NOTES BELOW ON CURING REQUIREMENTS. MOISTURE AND HUMIDITY TESTING SHALL BE PERFORMED BY AN INDEPENDENT TESTING LABORATORY HIRED BY THE OWNER, AND TESTS RESULTS SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION OF FLOORING.
9. PROJECTING CORNERS OF BEAMS, COLUMNS, WALLS, ETC.. SHALL BE FORMED WITH A 3/4" CHAMFER UNLESS DETAILED OTHERWISE.
10. IF EXPOSURE TO SULFATES, OR SPECIAL EXPOSURE CONDITIONS OCCUR, THE CONCRETE STRENGTH, WATER CEMENT RATIOS, AND OTHER PROPERTIES OF THE CONCRETE MIX SHALL BE IN ACCORDANCE WITH ACI 318 SECTION 19.3. VERIFY WITH SOILS REPORT FOR CORROSIVE CHEMICALS IN THE SOILS.
11. DO NOT POUR CONCRETE WHEN THE TEMPERATURE EXCEEDS 90°F OR 80°F WHEN THE WIND EXCEEDS 12MPH. START CURING AS SOON AS HARD TRAWLING IS DONE. WHEN WIND, TEMPERATURE AND HUMIDITY CONDITIONS CAUSE EARLY DISAPPEARANCE OF BLEED WATER, STEPS SHALL BE TAKEN TO USE A FOG SPRAY. CURING SHALL COMMENCE IMMEDIATELY AFTER FINISHING TRAWLING.
12. CURE CONCRETE ACCORDING TO ACI 308.1 BY ONE OF THE FOLLOWING METHODS:
   A. WET CURING BY USING BURLAP FOR A MINIMUM OF 7 DAYS. BURLAP MUST BE PLACED WITHIN 2 HOURS OF POURING.
   B. CURING COMPOUND MUST CONFORM TO ASTM C309. APPLY UNIFORMLY IN CONTINUOUS OPERATION BY POWER SPRAY OR ROLLER ACCORDING TO MANUFACTURE'S WRITTEN INSTRUCTION.
   C. MOISTURE RETAINING COVER SHOULD CONFORM TO ASTM C171, BE AT LEAST 0.4 MILL. THICK, AND PREFERABLE REINFORCED WITH GLASS FIBER.
13. WHERE AIR ENTRAINED CONCRETE IS SPECIFIED, THE VOLUME OF AIR IN THE MORTAR FRACTION OF CONCRETE MIX DESIGN SHALL BE 9% ±1%.
14. ALL REINFORCING STEEL SHALL CONFORM TO THE REQUIREMENTS OF ASTM A-615 GRADE 60. AT GRADE BEAMS & CONCRETE FRAMES ALL REINF. SHALL CONFORM TO ASTM A706 REBAR. U.N.O.
15. ALL REINFORCING BAR BENDS SHALL BE MADE COLD.
16. REINFORCING STEEL SHALL BE SPLICED WITH CLASS B SPLICES UNLESS NOTED OTHERWISE ON THE DRAWINGS.
17. LOW HYDROGEN ELECTRODES SHALL BE USED WHEREVER REINFORCING STEEL IS WELDED. BARS SHALL BE A706 GRD. 60 MIN. FOR WELD ABILITY.
18. AT THE TIME CONCRETE IS PLACED, REINFORCEMENT SHALL BE FREE FROM MUD, OIL, OR OTHER NONMETALLIC COATINGS THAT DECREASE BOND. WHERE SPECIFIED IN THE DETAILS, EPOXY-COATING OF STEEL REINFORCEMENT IN ACCORDANCE WITH ACI STANDARDS. EXCEPT FOR PRESTRESSING STEEL, STEEL REINFORCEMENT WITH RUST, MILL SCALE, OR A COMBINATION OF BOTH SHALL BE CONSIDERED SATISFACTORY, PROVIDED THE MINIMUM DIMENSIONS (INCLUDING HEIGHT OF DEFORMATIONS) AND WEIGHT OF A HAND-WIRE-BRUSHED TEST SPECIMEN COMPLY WITH APPLICABLE ASTM SPECIFICATIONS.
19. THE MINIMUM CLEAR SPACING BETWEEN PARALLEL BARS IN A LAYER SHALL BE d_b BUT NOT LESS THAN 1 IN. WHERE PARALLEL REINFORCEMENT IS PLACED IN TWO OR MORE LAYERS, BARS IN THE UPPER LAYERS SHALL BE PLACED DIRECTLY ABOVE BARS IN THE BOTTOM LAYER WITH CLEAR DISTANCE BETWEEN LAYERS NOT LESS THAN 1 IN. CLEAR DISTANCE LIMITATION BETWEEN BARS SHALL APPLY ALSO TO THE CLEAR DISTANCE BETWEEN A CONTACT LAP SPLICE AND ADJACENT SPLICES OR BARS.
20. IN SPIRALLY REINFORCED OR TIED REINFORCED COMPRESSION MEMBERS, CLEAR DISTANCE BETWEEN LONGITUDINAL BARS SHALL BE NOT LESS THAN $1.5d_b$ NOR LESS THAN 1½ IN.
21. IN WALLS AND SLABS OTHER THAN CONCRETE JOIST CONSTRUCTION, PRIMARY FLEXURAL REINFORCEMENT SHALL NOT BE SPACED FARTHER APART THAN THREE TIMES THE WALL OR SLAB THICKNESS, NOR FARTHER APART THAN 18 IN.
22. WHERE CONCRETE MUST BE INSTALLED AND CURED IN COLD WEATHER, THE GENERAL REQUIREMENTS AND SPECIFICATIONS OF ASTM STD C-31 SHALL BE IMPLEMENTED.
23. CAST-IN-PLACE CONCRETE (NON-PRESTRESSED)
THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCEMENT:
   A. CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH........ 3" MIN.
   B. CONCRETE EXPOSED TO EARTH OR WEATHER:
      - NO.6 THROUGH NO.18 BARS........ 2" MIN.
      - NO.5 BAR, W31 OR D31 WIRE, AND SMALLER........1½" MIN.
   C. CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND:
   SLABS, WALLS, JOISTS:
      - NO.14 AND NO.18 BARS........1½" MIN.
      - NO.11 BAR AND SMALLER........¾" MIN.
   BEAMS, COLUMNS:
      - PRIMARY REINFORCEMENT, TIES, STIRRUPS, SPIRALS........1½" MIN.
   SHELLS, FOLDED PLATE MEMBERS:
      - NO.6 BAR AND LARGER........¾" MIN.
      - NO.5 BAR, W31 OR D31 WIRE, AND SMALLER........½" MIN.
24. BUNDLED BARS:
FOR BUNDLED BARS, MINIMUM CONCRETE COVER SHALL BE EQUAL TO THE EQUIVALENT DIAMETER OF THE BUNDLE, BUT NEED NOT TO BE GREATER THAN 2 IN.; EXCEPT FOR CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH, WHERE MINIMUM COVER SHALL BE 3 IN. GROUPS OF PARALLEL REINFORCING BARS BUNDLED IN CONTACT TO ACT AS A UNIT SHALL BE LIMITED TO FOUR IN ANY ONE BUNDLE. BUNDLED BARS SHALL BE ENCLOSED WITHIN STIRRUPS OR TIES. BARS LARGER THAN NO. 11 SHALL NOT BE BUNDLED IN BEAMS. INDIVIDUAL BARS WITHIN A BUNDLE TERMINATED WITHIN THE SPAN OF FLEXURAL MEMBERS SHALL TERMINATE AT DIFFERENT POINTS WITH AT LEAST $40d_b$ STAGGER.
25. CORROSIVE ENVIRONMENTS:
IN CORROSIVE ENVIRONMENTS OR OTHER SEVERE EXPOSURE CONDITIONS, AMOUNT OF CONCRETE PROTECTION SHALL BE SUITABLY INCREASED, AND DENSENESS AND NONPOROSITY OF PROTECTING CONCRETE SHALL BE CONSIDERED, OR OTHER PROTECTION SHALL BE PROVIDED. "COVER" WHERE NOTED ON PLANS AND DETAILS IS NOT A MINIMUM, UNLESS NOTED AS "MIN." THE COVER SHALL BE AS NOTED WITH TOLERANCE.

S0.2

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2720 Cochran St. Suite 8B
Simi Valley, CA 93065
P: 805.522.3379
www.rgseinc.com
info@rgseinc.com

SUBMITTED BY:
EDWARD J. LENTH — DATE
RCE# 052496

REGISTERED PROFESSIONAL ENGINEER — JEFFREY SCOTT LUBBERTS — No. 6432 — STRUCTURAL — STATE OF CALIFORNIA

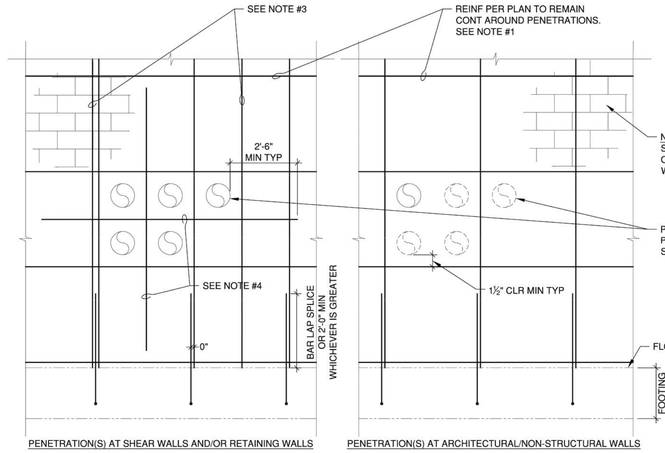
City of BANNING — INCORPORATED 1913 — ENDLESS OPPORTUNITY

CITY OF BANNING
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KEVIN D. SIN, RCE #71299 — DATE
SENIOR CIVIL ENGINEER
APPROVED BY:
NATHAN C. SMITH, RCE #74754 — DATE
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

STREET IMPROVEMENT PLAN
FOR
HIGHLAND SPRINGS AVENUE BUS BAY
GENERAL NOTES

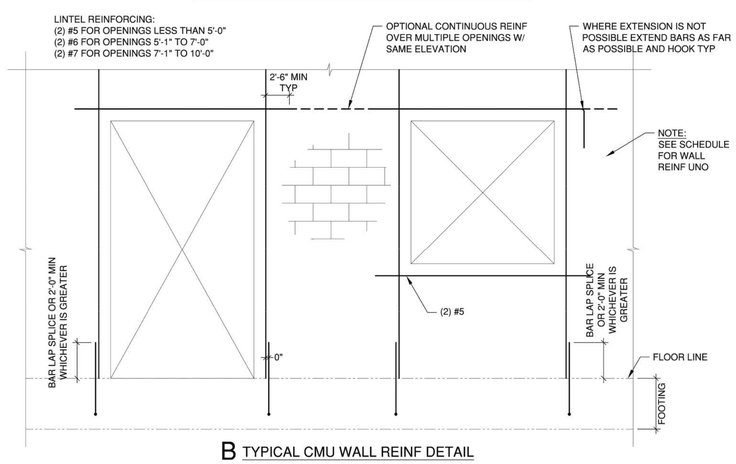
W.O. No.
CIP No.
PROJECT No. 23355
SHEET 13 OF 15

HIGHLAND SPRINGS AVENUE BUS BAY. STREET IMPROVEMENT PLAN

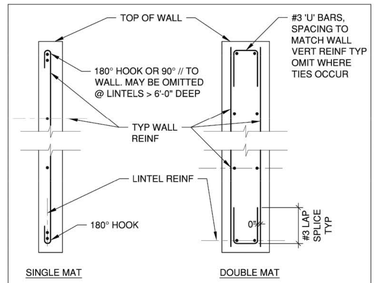


NOTES:
1. WHERE TYP REINF IS INTERRUPTED PROVIDE ADDED REINF ON A ONE-TO-ONE BASIS.
2. PROVIDE PENETRATION LAYOUT INCLUDING ALL TRADES FOR REVIEW AND APPROVAL BY ARCH & SEOR SCAN CMU PRIOR TO CORING TO PREVENT CUTTING REINF
3. PROVIDE ADDED FULL HT VERT REINF EA SIDE OF PENETRATION GROUP (EF WHERE OCCURS) AT CANTILEVER RETAINING WALL PROVIDE ADDED FDN DOWELS TO MATCH. FULL HT BARS MAY BE OMITTED WHERE PENETRATIONS ARE LOCATED @ 32"OC EW MIN SUBJ TO NOTES 1 & 2.
4. #5 BTWN PENETRATIONS (EF WHERE OCCURS).
5. MINIMUM LAP OF REINFORCING STEEL PER DETAIL 9/-

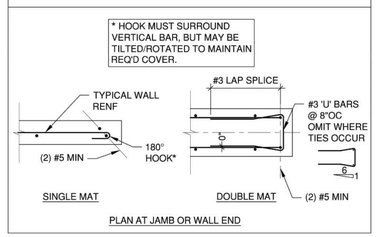
A TYPICAL CMU WALL DETAIL WITH PENETRATIONS



B TYPICAL CMU WALL REINF DETAIL



LINTEL AND TOP OF WALL



PLAN AT JAMB OR WALL END

TYPICAL CMU WALL REINF DETAIL

SCALE:1"=1'-0" | 8

NOTE:
TABLES IN THIS DETAIL CONTAIN REINFORCEMENT LAP SPLICE LENGTHS THAT ACHIEVE NOT ONLY BUILDING CODE COMPLIANCE, BUT ALSO COMPLIANCE WITH THE 'STANDARD PRACTICE FOR BRACING MASONARY WALLS UNDER CONSTRUCTION' (WHICH IS IMPORTANT FOR LIFE SAFETY AT THE JOB SITE).

THEREFORE, THE VALUES INCLUDED IN THE TABLES ARE THE MORE RESTRICTIVE OF: 1.) THE LAP LENGTHS DETERMINED USING THE TMS 402/602 AND, 2.) 48 BAR DIAMETER (THE 24 HOUR SPLICE LENGTH CRITERIA FROM THE 'STANDARD PRACTICE FOR BRACING'). MANY OF THE LISTED VALUES ARE CONTROLLED BY THE 48 BAR DIAMETER CRITERIA, WHICH IS NECESSARY FOR THE DEVELOPMENT OF BOTH INTERNAL AND EXTERNAL TEMPORARY BRACING IN THE VAST MAJORITY OF WALL CONDITIONS.

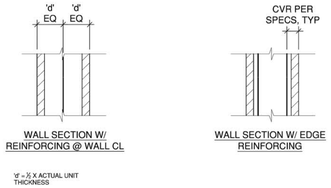


TABLE #1- LAP SPLICE LENGTHS FOR MASONRY WALLS (INCHES)

BARS CENTERED IN WALL			
BAR SIZE	8" CMU	12" CMU	16" CMU
#3	18	18	18
#4	24	24	24
#5	30	30	30
#6	**38**	36	36
#7	-	42	42
#8	-	**50**	48
#9	-	**64**	54
NOTE: TABLE DOES NOT APPLY TO EPOXY COATED BARS			

TABLE #2- LAP SPLICE LENGTHS FOR MASONRY WALLS (INCHES)

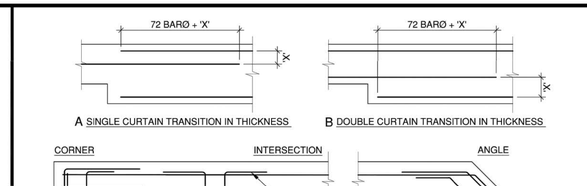
BARS PLACED NEAR EDGE			
BAR SIZE	8" CMU	12" CMU	16" CMU
#3	18	18	18
#4	24	24	24
#5	**34**	**34**	**34**
#6	**64**	**64**	**64**
#7	-	**87**	**87**
#8	-	-	-
#9	-	-	-
NOTE: TABLE DOES NOT APPLY TO EPOXY COATED BARS			

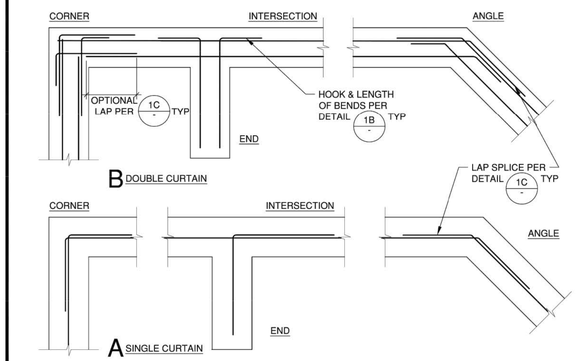
LEGEND:
VALUES IN BOLD BASED ON TMS 402/602, ALL OTHER VALUES BASED ON STANDARD PRACTICE FOR BRACING MASONARY WALLS UNDER CONSTRUCTION.

DESIGN CRITERIA:
f_y = 60,000 PSI
f'_m = 2,000 PSI

CMU WALL REINF LOCATION & LAP SPLICE

SCALE:1"=1'-0" | 9



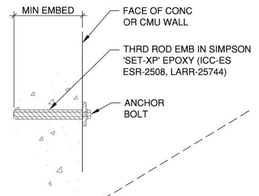


REINF @ FOOTING INTERSECTIONS

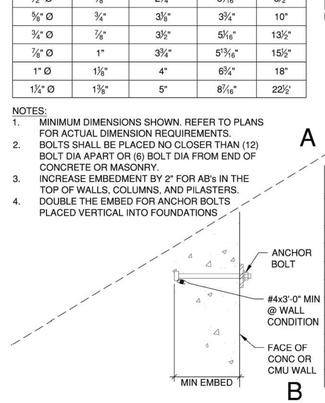
SCALE:1"=1'-0" | 4

CHEMICAL ANCHOR MIN. DISTANCES				
ROD DIAMETER	DRILL BIT DIAMETER	MIN EMBEDMENT	MIN EDGE DISTANCE	MIN SPACING
X 25.4 FOR mm				
⅜" Ø	½"	2⅜"	2⅝"	7"
½" Ø	⅝"	2¾"	3 1/16"	8½"
⅝" Ø	¾"	3⅛"	3½"	10"
¾" Ø	⅞"	3½"	5 1/16"	13½"
⅞" Ø	1"	3¾"	5 13/16"	15½"
1" Ø	1⅛"	4"	6¾"	18"
1¼" Ø	1⅜"	5"	8 7/16"	22½"

NOTES:
1. MINIMUM DIMENSIONS SHOWN. REFER TO PLANS FOR ACTUAL DIMENSION REQUIREMENTS.
2. BOLTS SHALL BE PLACED NO CLOSER THAN (12) BOLT DIA APART OR (6) BOLT DIA FROM END OF CONCRETE OR MASONRY.
3. INCREASE EMBEDMENT BY 2" FOR AB's IN THE TOP OF WALLS, COLUMNS, AND PILASTERS.
4. DOUBLE THE EMBED FOR ANCHOR BOLTS PLACED VERTICAL INTO FOUNDATIONS



A



B

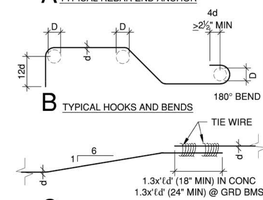
CAST-IN-PLACE ANCHOR BOLT MIN DISTANCES			
BOLT DIAMETER	MIN EMBEDMENT	MIN EDGE DISTANCE	MIN SPACING
x 25.4 FOR mm			
⅜" Ø	3"	2¼"	4½"
½" Ø	4"	3"	6"
⅝" Ø	4½"	3⅜"	7½"
¾" Ø	5"	4½"	9"
⅞" Ø	6"	5¼"	10½"
1" Ø	7"	6"	12"
1¼" Ø	8"	6¾"	13½"
1¼" Ø	9"	7½"	15"

ANCHOR BOLT DETAILS

SCALE:1"=1'-0" | 5

-

SCALE:1"=1'-0" | 6



TENSION DEVELOPMENT LENGTH SCHEDULE ('ℓd)				
BAR SIZE	f'c=3000 PSI		f'c=4000 PSI	
	TOP BARS	OTHER BARS	TOP BARS	OTHER BARS
#3	22	17	19	15
#4	29	22	25	19
#5	36	28	31	24
#6	43	33	37	29
#7	63	48	54	44
#8	72	55	62	55

STIRRUP & TIES MIN BEND DIAMETERS
D = 4d FOR #3 THRU #5
D = 6d FOR #6 THRU #8

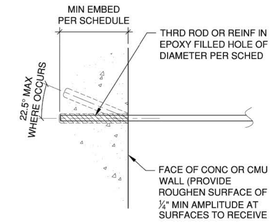
MINIMUM BEND DIAMETERS
D=6d FOR #3 THRU #8
D=8d FOR #9 THRU #11
D=10d FOR #14 THRU #18
MINIMUM INSIDE

NOTE:
135° BENDS REQUIRED @ ROUND HOOP TIES SPLICES.

REINFORCING DETAIL

SCALE:1"=1'-0" | 1

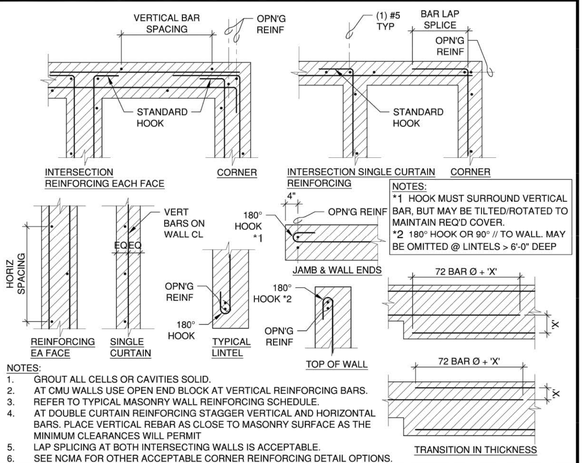
CHEMICAL ANCHOR SCHEDULE					
BAR SIZE	ROD Ø	DRILL BIT DIAMETER	MIN EMB	MIN EDGE DISTANCE	MIN SPACING
X 25.4 FOR mm					
#3	⅜" Ø	½"	4"	3½"	7"
#4	½" Ø	⅝"	6"	4"	8½"
#5	⅝" Ø	¾"	8"	5"	10"
#6	¾" Ø	⅞"	10"	7"	13½"
#7	⅞" Ø	1"	12"	8"	15½"
#8	1" Ø	1⅛"	14"	9"	18"
#9	1⅛" Ø	1⅜"	16"	11"	22½"



NOTES:
1. UNLESS NOTED ON THE DRAWINGS, DRILL AND EPOXY ANCHORS MAY NOT REPLACE CAST-IN-PLACE ANCHORS WITHOUT THE APPROVAL OF THE STRUCTURAL ENGINEER.
2. ALL WORK SHALL BE PERFORMED UNDER CONTINUOUS INSPECTION BY THE INSPECTOR OF RECORD.
3. EPOXY GROUT: SIMPSON 'SET-XP' (ICC-ES ESR-2508, LARR-25744) OR APPROVED EQUAL.
4. PROVIDE HOLE DEPTH AND DIAMETER PER SCHEDULE UNLESS NOTED OTHERWISE ON PLANS.
   A. AVOID ANY EXISTING REINFORCING STEEL - RECOMMEND CONTRACTOR ALLOW FOR 5% RE-DRILLING. ALL ABANDONED HOLES SHALL BE GROUTED.
   B. WHEN INSTALLING CHEMICAL ANCHOR INTO PRE-STRESSED CONCRETE WITH PRE- OR POST-TENSIONED TENDONS, LOCATE TENDONS BY NON-DESTRUCTIVE METHODS PRIOR TO CHEMICAL ANCHOR INSTALLATION. TAKE GREAT CARE AND CAUTION TO AVOID DAMAGING EXISTING TENDONS AND PROVIDE A MINIMUM OF 2 INCHES CLEAR BETWEEN DRILLED HOLE AND EXISTING TENDONS. ANY COSTS TO REPAIR OR REPLACE TENDONS SHALL BE BORNE BY THE CONTRACTOR.
5. CLEAN HOLE PER MANUFACTURER'S SPECIFICATIONS BY VACUUM OR AIR PRESSURE. HOLE TO BE DRY PRIOR TO EPOXY APPLICATION.
6. PLACE EPOXY PER MANUFACTURER'S SPECIFICATIONS, WITH CAULKING GUN OR SIMILAR, FILLING HOLE FROM THE BOTTOM TO APPROXIMATELY 2/3 FULL.
7. PLACE ROD OR REBAR, ENSURING EPOXY RISES TO THE SURFACE AND FILLS THE HOLE COMPLETELY. PROVIDE SUPPORT FOR ROD OR REBAR UNTIL EPOXY CURES.

TYP REINF DRILL & EPOXY DETAIL

SCALE:1"=1'-0" | 2



NOTES:
1. GROUT ALL CELLS OR CAVITIES SOLID.
2. AT CMU WALLS USE OPEN END BLOCK AT VERTICAL REINFORCING BARS.
3. REFER TO TYPICAL MASONRY WALL REINFORCING SCHEDULE.
4. AT DOUBLE CURTAIN REINFORCING STAGGER VERTICAL AND HORIZONTAL BARS. PLACE VERTICAL REBAR AS CLOSE TO MASONRY SURFACE AS THE MINIMUM CLEARANCES WILL PERMIT
5. LAP SPLICING AT BOTH INTERSECTING WALLS IS ACCEPTABLE.
6. SEE NCMA FOR OTHER ACCEPTABLE CORNER REINFORCING DETAIL OPTIONS.

TYPICAL MASONRY WALL DETAIL

SCALE:1/2"=1'-0" | 3

S1.0

HIGHLAND SPRINGS AVENUE BUS BAY, STREET IMPROVEMENT PLAN

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811
OR
1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
RGSE inc.
Structural Engineers
2720 Cochran St. Suite 8B
Simi Valley, CA 93065
P: 805.522.3379
www.rgseinc.com
info@rgseinc.com

SUBMITTED BY:

EDWARD J. LENTH — DATE
RCE# 052496

REGISTERED PROFESSIONAL ENGINEER — JEFFREY SCOTT CLINTON — No. 52432 — STRUCTURAL — STATE OF CALIFORNIA

CITY OF BANNING

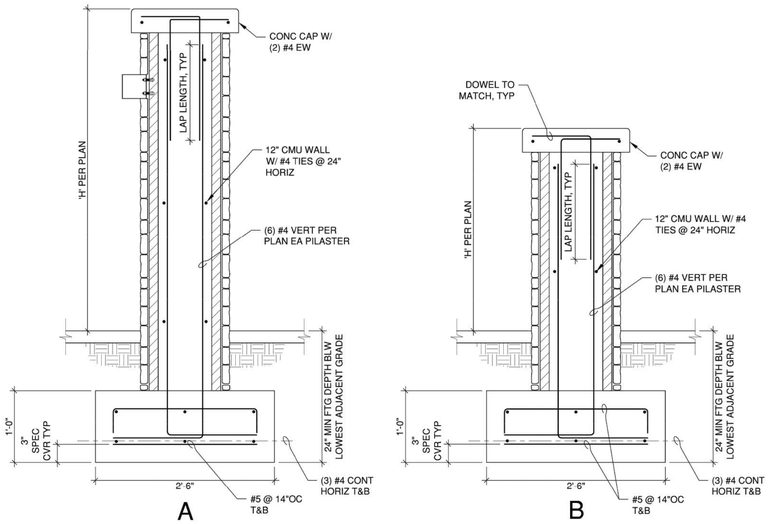
RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 — DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
NATHAN C. SMITH, RCE #74754 — DATE
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

STREET IMPROVEMENT PLAN FOR HIGHLAND SPRINGS AVENUE BUS BAY
TYPICAL DETAILS

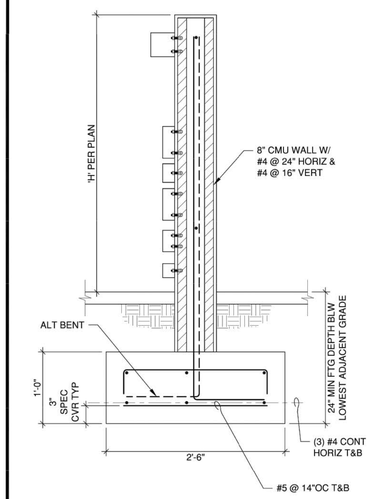
W.O. No.
CIP No.
PROJECT No. 23355
SHEET 14 OF 15

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Last Edit: 11.22.2023 09:16:22 AM By: Aaron
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Plot Date: 11.22.2023 9:19:39 AM By: Aaron



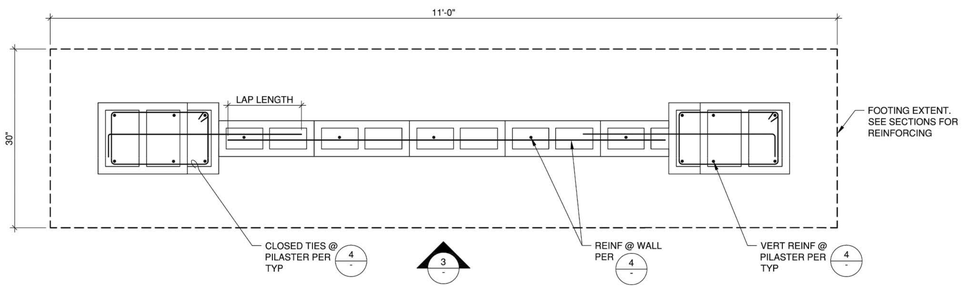
COLUMN SECTION

SCALE:1"=1'-0" | 4



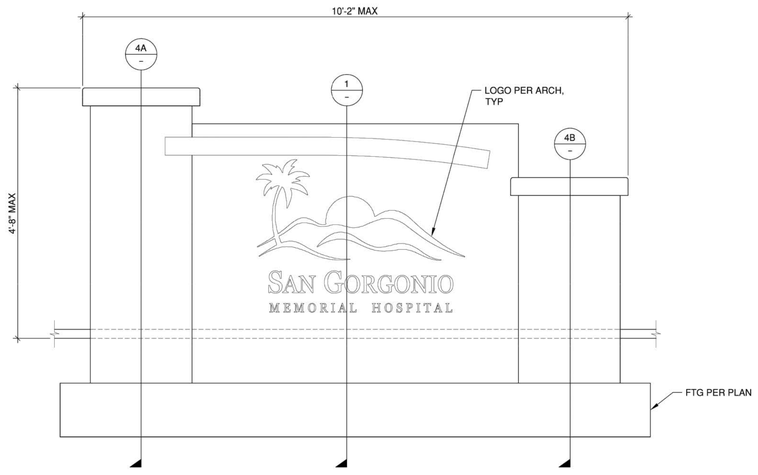
WALL SECTION

SCALE:1"=1'-0" | 1



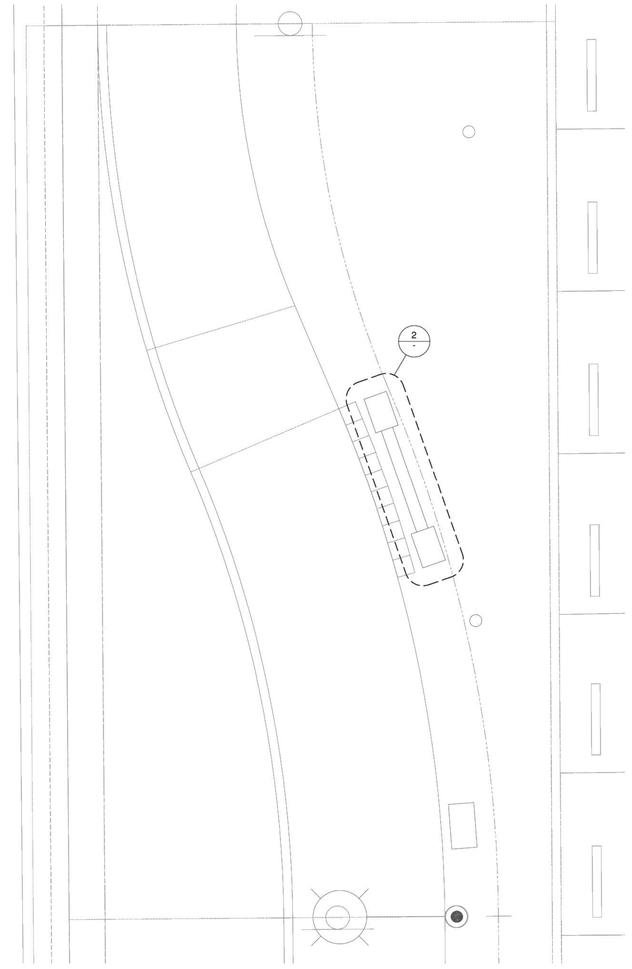
MONUMENT FOUNDATION PLAN

SCALE:1"=1'-0" | 2



FRONT ELEVATION

SCALE:3/4"=1' 0" | 3



MONUMENT KEY PLAN

SCALE: 1/4"=1'-0"

N

FOUNDATION NOTES:

1. SEE FOUNDATION NOTES ON SHEET S0.01 FOR DESIGN SOIL BEARING PRESSURE, ETC.
2. SEE ARCH. FOR ALL DIMENSIONS & CONDITIONS NOT SHOWN.
3. PRIOR TO THE CONTRACTOR REQUESTING A BUILDING DEPT FOUNDATION INSPECTION, THE SOILS ENGINEER SHALL ADVISE THE BUILDING OFFICIAL IN WRITING THAT:
   A. THE BUILDING PAD WAS PREPARED IN ACCORDANCE WITH THE SOILS REPORT.
   B. THE UTILITY TRENCHES HAVE BEEN PROPERLY BACK FILLED & COMPACTED.
   C. THE FOUNDATION EXCAVATIONS COMPLY WITH THE INTENT OF THE SOILS REPORT.
4. ALL FOOTINGS ARE CENTERED UNDER COLUMNS AND BEARING WALLS UNLESS NOTED OTHERWISE ON PLANS AND DETAILS.
5. SEE ARCHITECTURAL PLANS FOR LOCATIONS OF ALL WALL OPENINGS, SLOPED AND DEPRESSED SLABS, CONCRETE CURBS, ADDITIONAL EMBEDDED ITEMS NOT SHOWN ON THESE DRAWINGS. VERIFY ALL BUILDING DIMENSIONS, SLOPES AND DEPRESSED SLAB DIMENSIONS WITH ARCHITECTURAL PLANS BEFORE BEGINNING WORK. REPORT ANY DISCREPANCIES TO THE ARCHITECT FOR RESOLUTION.
6. SEE GENERAL NOTES AND SPECIFICATIONS FOR SPECIAL GRADING REQUIREMENTS UNDER FOOTINGS.
7. ALL DIMENSIONS SHOWN ARE TO EDGE OF CONCRETE SLAB, CENTER OF INTERIOR WALL, OR CENTERLINE OF POST OR COLUMN. REFER TO ARCHITECTURAL PLANS FOR OTHER DIMENSIONS.
8. CONTRACTOR SHALL COORDINATE ALL UNDERGROUND UTILITY WORK TO AVOID CONFLICTS WITH FOOTINGS.
9. SEE ARCH'L AND CIVIL DRAWINGS FOR LOCATION OF MOISTURE BARRIER, CURBS, TRASH ENCLOSURES, EXTERIOR SLABS, DRAINAGE, RAMPS, WALKS, ETC.
10. EXCAVATIONS SHALL BE MADE IN COMPLIANCE WITH CAL/OSHA REGULATIONS.

HIGHLAND SPRINGS AVENUE BUS BAY, STREET IMPROVEMENT PLAN

S2.0

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:

RGSE inc.
Structural Engineers
2720 Cochran St. Suite 8B
Simi Valley, CA 93065
P: 805.522.3379
www.rgseinc.com
info@rgseinc.com

SUBMITTED BY:

EDWARD J. LENTH
RCE# 052496
DATE

REGISTERED PROFESSIONAL ENGINEER
JEFFREY SCOTT LUMPKIN
No. 5432
STRUCTURAL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:

KEVIN D. SIN, RCE #71299
SENIOR CIVIL ENGINEER
DATE

APPROVED BY:

NATHAN C. SMITH, RCE #74754
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
DATE

STREET IMPROVEMENT PLAN
FOR
HIGHLAND SPRINGS AVENUE BUS BAY
STRUCTURAL PLANS
& DETAILS

W.O. No.	
CIP No.	
PROJECT No.	23355
SHEET	15 OF 15

MDS Proj. Data: \\WOMYCLOUDEX4100\Public\Projects\2023\23355-AL Monument Sign, Highland Springs Ave, Banning\Structural
Created: 11.22.2023 09:08:24 AM Author:----
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MDS File: 23355 S2-0.dwg
Plot Date: 11.22.2023 9:19:40 AM By: Aaron

11/22/2023 9:19:39 AM

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:	**October 8, 2024**
SUBJECT:	**Authorize the City Manager to Sign the Notice of Completion for "Well M12A Groundwater Production Well Drilling, Construction, Development and Testing" and Direct the City Clerk to Record the Notice of Completion**

RECOMMENDATION:

Approve the Notice of Completion.

BACKGROUND:

On October 10, 2023, City Council adopted Resolution 2023-10UA, approving an award of a construction agreement with Nor-Cal Pump & Well Drilling, Inc., in the amount of $2,049,096 for drilling, construction, development and testing of the new potable well. With contingency, the overall budget approved by Council for this project was $2,254,005.

The contractor performed all work in a good and workmanlike manner for the identified project which included the replacement of the existing, abandoned M-12 Well with the redrilling of a new potable well at the same site, Well M12A, as described in the contract and bid documents.

The final contract amount for drilling, construction, development and testing amounted to $2,168,707.80, under the approved project budget.

JUSTIFICATION:

Public Works staff verified through inspections that the workmanship, materials, and procedures were satisfactory and that the contractor had met the required contract obligations.

FISCAL IMPACT:

The original contract was awarded in the amount of $2,049,096 and the final contract amount for this project is $2,168,707.80 which is under the allocated project budget approved under Resolution 2023-10UA. The project was funded by an Urban and Multibenefit Drought Relief Grant.

ALTERNATIVES:

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

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Notice of Completion.docx
2. Attachment 1_Nor-Cal Contract.pdf
3. Attachment 2_BidScope.pdf

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

Exempt from Recording Fees Pursuant to Government Code §6103

NOTICE OF COMPLETION
"WELL M12A GROUNDWATER PRODUCTION WELL DRILLING, CONSTRUCTION, DEVELOPMENT AND TESTING"

THIS NOTICE OF COMPLETION IS HEREBY GIVEN by the OWNER, the City of Banning, a municipal corporation, pursuant to the provisions of Section 9204 of the Civil Code of the State of California, and Project "Well M12A Groundwater Production Well Drilling, Construction, Development and Testing" is hereby accepted by the City of Banning, pursuant to authority conferred by the City Council this October 8, 2024 and the grantees consent to recordation thereof by its duly authorized agent.

That the OWNER, the City of Banning, and Nor-Cal Pump & Well Drilling, Inc., the vendee, entered into an agreement dated October 10, 2023, for "Well M12A Groundwater Production Well Drilling, Construction, Development and Testing".

The principal items of work included the drilling, construction, development and testing of a new potable well, Well M12A. The work was performed at the well site location at Westward Avenue between Sunset Avenue and Highland Home Road, City of Banning, CA 92220.

That the work was substantially completed on July 19, 2024, for "Well M12A Groundwater Production Well Drilling, Construction, Development and Testing":

(1) Nature of Interest was the drilling, construction, development and testing of a new potable water well, M12A completed on July 19, 2024 for "Well M12A Groundwater Production Well Drilling, Construction, Development and Testing".

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

(3) That said services were performed at the well site location on Westward Avenue, between Sunset Avenue and Highland Home Road, within the City of Banning, California 92220.

(4) That the original contractor for said improvement was Nor-Cal Pump & Well Drilling, Inc., State Contractor's License No. 908591.

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

(6) The nature of interest is in fee.

Dated: October 8, 2024

CITY OF BANNING
A Municipal Corporation

By_____
Douglas Schulze
City Manager

ATTEST:

_____
Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM:

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

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2024 by _____, who proved to me on this basis of satisfactory evidence to be the person(s) who appeared before me.

(S e a l)

_____
Notary Public in and for said County and State

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE }

CAROLINE PATTON, being duly sworn, deposes and says:

That I am the Administrative City Clerk of the City of Banning, which City caused the work to be performed on the real property hereinabove described, and is authorized to execute this Notice of Completion on behalf of said City; that I have read the foregoing Notice and know the contents thereof, and that the facts stated therein are true based upon information available to the City of Banning, and that I make this verification on behalf of said City of Banning. I declare under perjury that the forgoing is true and correct.
Executed on _____, 2024 at Banning, California.

_____
Caroline Patton
Administrative City Clerk
City of Banning

DocuSign Envelope ID: 6551BC35-6559-49E2-84E6-9751CDC85A4B

CONTRACT (C00904)
CITY OF BANNING CONTRACT FOR
WELL M-12 A GROUNDWATER PRODUCTION WELL DRILLING, CONSTRUCTION, DEVELOPMENT, AND TESTING (IFB 23-035)

THIS CONTRACT ("Contract") is made and entered this October 10, 2023, ("Effective Date"), by and between the CITY OF BANNING, a California municipal corporation ("City") and Nor-Cal Pump & Well Drilling, Inc., a California corporation ("Contractor"). Contractor's California State Contractor's license number is 908591; Class B, C-57, C-61. Contractor's DIR registration number is 1000012947.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Street Improvements at Various Locations ("Project"), as described in this Contract and in the Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of Two Million Forty-Nine Thousand Ninety-Six Dollars ($2,049,096.00) in accordance with the prices as submitted in the Bid.

4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City 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. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq*.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor 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'

DocuSign Envelope ID: 6551BC35-6559-49E2-84E6-9751CDC85A4B

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."

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

11. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF BANNING

By: _____ 10/27/2023
City Manager Date

ATTEST:

By: _____ 10/27/2023
Deputy City Clerk Date

APPROVED AS TO FORM:

By: Serita Young 10/23/2023
City Attorney Date

City Council Approval: 2023-10UA

Nor-Cal Pump & Well Drilling, Inc.
("CONTRACTOR")

By: Harkrishan Heer 10/27/2023
Name: Harkrishan Heer Date
Title: Vice President

By: _____
Name: Date
Title:

CITY OF BANNING

BID SHEETS FOR

GROUNDWATER PRODUCTION WELL DRILLING, CONSTRUCTION, DEVELOPMENT, AND TESTING

CITY OF BANNING WELL M-12A

Bidder's Name: Nor-Cal Pump & Well Drilling, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, utilizing the following Bid Schedule. *All Bid amounts for the following Bid Schedule shall be entered and submitted electronically in the City's electronic Bidding system using the "line items" tab.:

BASE AMOUNT: * See electronic bid schedule

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	AMOUNT
1.	Mobilization, demobilization, site clean-up, permitting, and site restoration (5% maximum of total bid cost). Includes Riverside County well permit.	LS	1	$	$
2.	Testing and disposal of cuttings from pilot borehole and reamed borehole.	LS	1	$	$
3.	Compliance with discharge requirements, including temporary discharge storage tanks conveyance to existing blow off line, erosion control, monitoring, and reporting.	LS	1	$	$
4.	Drill 38-inch conductor borehole, furnish and install 34-inch outside diameter x 3/8-inch wall ASTM A139 grade B mild steel conductor casing; cement in place.	FT	50.5	$	$
5.	Drill 17.5-inch diameter pilot borehole from 50 feet bgs to 1,030 feet bgs.	FT	980	$	$
6.	Conduct borehole geophysical survey, as specified.	LS	1	$	$

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	AMOUNT
7.	Install isolated zone aquifer tool, upper and lower seals, and filter pack. Provide development and demonstrate seal integrity.	EA	4	$	$
8.	Pump isolated aquifer zones (estimate 12 hours per zone).	HR	48	$	$
9.	Provide isolated aquifer zone test laboratory analysis.	EA	4	$	$
10	Ream 17.5-inch pilot borehole to 30-inch diameter from 50 feet bgs to 500 feet bgs.	FT	450	$	$
11	Ream 17.5-inch pilot borehole to 26-inch diameter from 500 feet bgs to 1,030 feet bgs.	FT	530	$	$
12	Provide caliper survey of reamed borehole.	LS	1	$	$
13	Furnish and install 16-inch outside diameter x 3/8-inch wall ASTM A778 304L stainless steel blank casing from 2 feet ags to 500 feet bgs.	FT	502	$	$
14	Furnish and install 16-inch outside diameter x 3/8-inch wall ASTM A778 304L stainless steel Ful Flo louvered well casing with 0.06-inch slots from 500 feet bgs to 1,000 feet bgs. Slot size for bidding purposes only.	FT	500	$	$
15	Furnish and install 16-inch outside diameter x 3/8 wall ASTM A778 304L stainless blank casing with bull nose end cap from 1,000 feet bgs to 1,010 feet bgs.	FT	10	$	$
16	Furnish and install 2-inch schedule 40 304L stainless steel sounding tube from 2 feet ags to 490 feet bgs. Includes sounding tube connection box.	FT	492	$	$

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	AMOUNT
17	Furnish and install 2.5-inch schedule 40 304L stainless steel gravel feed tube from 2 feet ags to 465 feet bgs.	FT	467	$	$
18	Furnish and install 8/12 PW Gillibrand filter pack from 460 feet bgs to 1,030 feet bgs. Filter pack gradation for bidding purposes only.	FT	570	$	$
19	Furnish and install CEMEX #60 transition sand from 457 feet bgs to 460 feet bgs.	FT	3	$	$
20	Furnish and install annular seal consisting of 10.3-sack sand-cement grout from ground surface to 457 feet bgs.	FT	457	$	$
21	Provide initial development by open-end airlifting, dual swab airlift and chemical development.	HR	200	$	$
22	Provide, install, and remove development test pump and motor. Provide flow meter, sample spigot, and Rossum sand tester.	LS	1	$	$
23	Perform final well development by pumping and surging.	HR	60	$	$
24	Conduct aquifer testing (12-hour step drawdown test, 24-hour constant rate test, and 4 hours of recovery).	HR	40	$	$
25	Provide flowmeter spinner survey.	LS	1	$	$
26	Provide Title 22 laboratory analyses.	LS	1	$	$
27	Provide dual-camera downhole video, plumbness, and alignment surveys.	LS	1	$	$
28	Perform well disinfection.	LS	1	$	$
29	Complete well head as designed.	LS	1	$	$

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	AMOUNT
30	Abandon borehole in the event of requested destruction.	FT	1,030	$	$
	TOTAL BASE AMOUNT			$_____	

ADDITIVE OR DEDUCTIVE ITEM (if applicable):

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	AMOUNT
1.				$	$
2.				$	$
3.				$	$
	TOTAL ADDITIVE OR DEDUCTIVE ITEM:			$_____	

Note: Items may be adjusted or deleted. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices submitted electronically by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities; and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = BASE AMOUNT PLUS (+) ALL ADDITIVE ITEMS, MINUS (–) ALL DEDUCTIVE ITEMS

TOTAL BID PRICE IN DIGITS: $ $ 2,049,096

TOTAL BID PRICE IN WORDS: Two million, forty nine thousand, ninety six dollars

Signature: _____ Title: Vice President Date: 9/12/23

Signature: _____ Title: _____ Date: _____

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Caroline Patton, Administrative City Clerk**
Doug Schulze, City Manager

MEETING DATE: **October 8, 2024**

SUBJECT: **Consideration of Resolution 2024-156, Approving a Professional Services Agreement with UBEO Business Services LLC for Scanning and Indexing Services for $55,000**

RECOMMENDATION:

Adopt Resolution 2024-156.

BACKGROUND:

On May 23, 2024, the City published a Request for Proposals (RFP) for Scanning and Indexing Services across multiple departments. There was a mandatory pre-proposal meeting held on June 5, 2024 and proposals were due by July 5, 2024.

Departments/Divisions choosing to participate in this RFP included:

- Public Works - Engineering
- Public Works - Water/Wastewater
- Public Works - Planning
- Community Development

The City has a large volume of records in hardcopy that need to be digitized. Digitizing these records will allow staff to more quickly access documents and information they are seeking. In addition to just scanning the records, the RFP specifies that the documents will come with associated indexing of metadata. This will allow staff to more readily import documents into our existing records storage (e.g. in Laserfiche, to provide access to the public).

JUSTIFICATION:

UBEO Business Services, LLC was selected based on the evaluation criteria (see aggregate scores below).

Vendor	Total Score
UBEO Business Services	87.25
URM Technologies	83.75
ARC Document Solutions, LLC	78.75
Xerox	61.5

FISCAL IMPACT:

The vendor will invoice the City by department/division. The total budgets for each department/division are as follows:

Public Works - Water/Wastewater	$10,000
Public Works - Engineering	$10,000
Community Development	$35,000
TOTAL	**$55,000**

Account coding is budgeted in the following accounts and amounts:

Account Coding	**Estimated Amount**
001-3000-442.23-02	$10,000
660-6300-471.23-02	$5,000
680-8000-454.23-02	$5,000
001-2700-442.38-05	$15,000
001-2800-441.23-02	$15,000
001-2740-442.38-05	$5,000
TOTAL	**$55,000**

ALTERNATIVES:

Do no adopt Resolution 2024-156 and provide staff alternate direction.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2024-156, UBEO Scanning.docx
2. Exhibit A - C01077 UBEO Business Services - Scanning and Indexing.pdf
3. Proposal_Banning_Project_ID_RFP-24-062 (4).pdf

RESOLUTION 2024-156

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH UBEO BUSINESS SERVICES, LLC FOR SCANNING AND INDEXING SERVICES IN THE AMOUNT OF $55,000

WHEREAS, the City currently has a large volume of hardcopy (paper) documents in both the Public Works and Community Development departments; and

WHEREAS, many of these records are in large formats, such as architectural plans and schematics drawings, making it difficult for staff to digitize these records in house; and

WHEREAS, it is desired to have these records digitized for easier storage; and

WHEREAS, once digitized, these records will be indexed and loaded into the City's records repository (Laserfiche); and

WHEREAS, digitizing these documents and loading them into the City's repository will increase access for both staff and the public to these records; and

WHEREAS, UBEO Business Services, LLC was determined to be the most suitable vendor based on a Request for Proposals (RFP) process.

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

SECTION 1. The City Council approves the Professional Services Agreement with UBEO Business Services, LLC for the Scanning and Indexing Project for a one-year term in an amount of $55,000 and the option to extend for 4 one-year terms.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the Professional Services Agreement and to execute the Professional Services Agreement with UBEO Business Services, LLC 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 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 8th day of October 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 2024-156, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 8th day of October 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 UBEO Business Services, LLC

AGREEMENT FOR PROFESSIONAL SERVICES (C01077) FOR SCANNING AND INDEXING SERVICES BY AND BETWEEN CITY OF BANNING AND UBEO WEST, LLC DBA UBEO BUSINESS SERVICES

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 UBEO West, LLC dba UBEO Business Services, a California 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. City has sought by issuance (of RFP # or a request for a proposal)the performance of the services for the Scanning and Indexing 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
Nick Sabatini	VP, Managed Services West Region

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.

1.15 Debarment or Suspension.

Consultant represents and warrants that, as of the Effective Date of this Agreement, Consultant is not debarred or suspended pursuant to any applicable Federal or State law providing for the debarment of contractors. Consultant shall not perform the Services with any subcontractor that has been debarred or suspended pursuant to any applicable Federal or State law providing for the debarment. Consultant and its subcontractors shall not be debarred or suspended throughout the Term of this Agreement pursuant to any applicable Federal or State law providing for the debarment of contractors. If Consultant or any subcontractor becomes debarred or suspended during the Term of this Agreement, Consultant shall immediately notify 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 Fifty-Five Thousand Dollars ($55,000.00) (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 October 31, 2025 with an option to extend for an additional four (4) one-year 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: Caroline Patton Administrative City Clerk City of Banning 99 East Ramsey Street Banning, California 92220 Email: cpatton@banningca.gov
With a courtesy copy to:	Serita R. Young, City Attorney Richards, Watson & Gershon 350 South Grand Avenue, 37th Floor Los Angeles, California 90071 Email: SYoung@rwglaw.com

If to Consultant:

Attn: Nick Sabatini
VP, Managed Services West Region
UBEO West, LLC dba UBEO Business Services
3131 Espalanade
Chico, CA 95973
Email: nsabatini@ubeo.com

8.2 Interpretation.

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

8.3 Counterparts.

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

8.4 Integration; Amendment.

This Agreement, and all exhibits referred to in this Agreement, constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. No amendment to or modification of this Agreement, nor any provision or breach hereof waived, shall be valid unless made in writing and approved by Consultant and by City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

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

8.6 Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

8.7 No Third Party Beneficiaries Intended.

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

8.8 Final Payment Acceptance Constitutes Release.

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the Services prepared by Consultant, its employees, sub-contractors and agents.

8.9 Non-Appropriation of Funds.

Payments to be made to Consultant by City for Services performed within the current fiscal year which are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's Services beyond the current fiscal year, this Agreement shall cover payment for Consultant's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

8.10 Headings.

The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

8.11 Word Usage.

Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

8.12 Business Days.

"Business Days" refers to days that the Banning City Hall is open for business.

8.13 Corporate Authority.

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

8.14 Electronic Signatures.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young Date
City Attorney

CONSULTANT

NAME: Date
TITLE:

NAME: Date
TITLE:

Tax ID No.

Address:

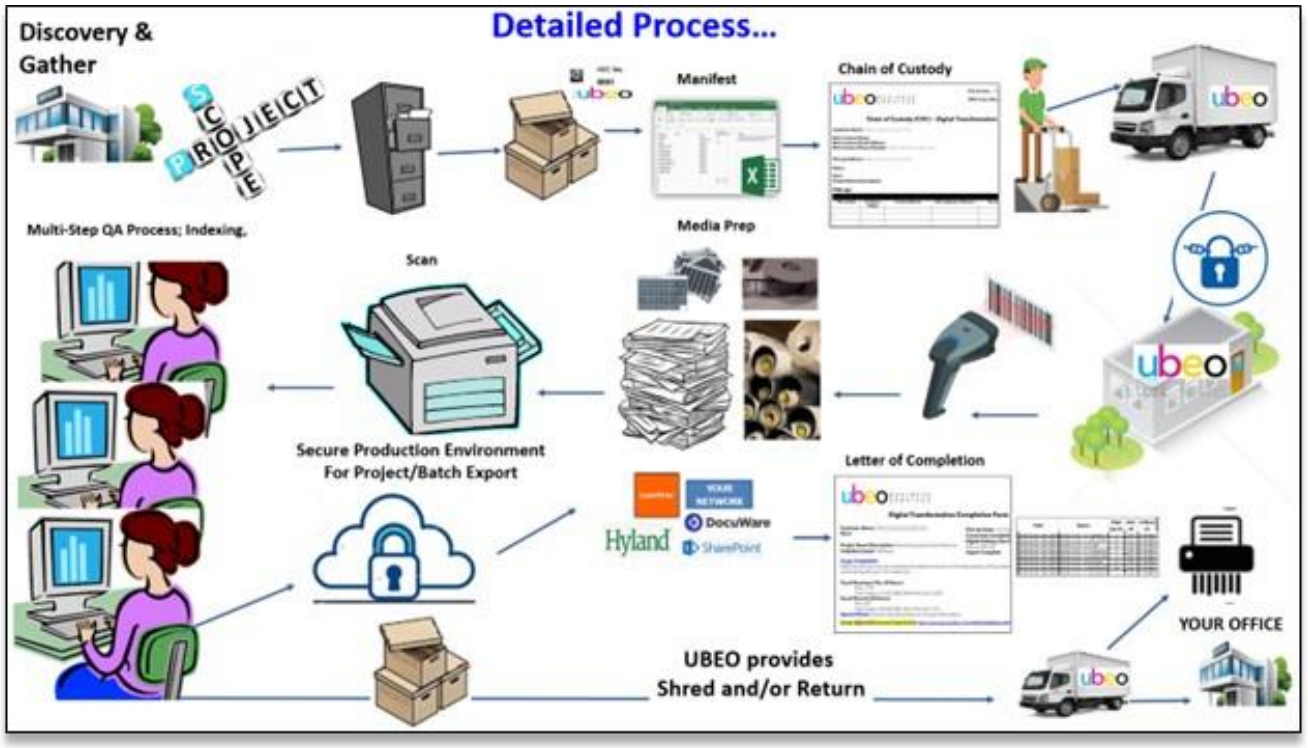
City Council Approval: _____

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

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services in connection with providing Scanning and Index 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:



UBEO Business Services is pleased to present this proposal to the City of Banning for the digitization of your significant paper records. Our project understanding and executive summary outlines our comprehensive approach towards this transformation, centered on accuracy, security, and accessibility of your essential data.

In this proposal, we emphasize:

Our understanding of your unique needs, City of Banning is requesting a proposal for Digital Transformation which consists of conversion of various physical paper documents being scanned, Plans and Boxes of standard size paper and large-format documents that were provided in attachments: (B) Public Works – Planning Department, (C) Public Works – Engineering Department, (D) Water – Wastewater Department, and (E) Community Development Department for City of Banning. File folders may contain, but are not limited to, flat, folded, or bound documents of varying sizes from business cards, index cards, photographs, and plans up to 36”x48”. Plan rolls will vary in size from under an inch to 12” or more in diameter and file size from finished multi-page images shall not exceed 25 megabytes. Should multi-page file exceed the 25-megabyte limit, file shall be divided into smaller components. Documents contain a mix of black and white and/or colored pages.

- **UBEO will scan all paper documents and then will store and hold original documents for an agreed upon time by the City.** Once the City of Banning formally accepts electronic files and signs off on project completion. UBEO will then coordinate with the City to return content as it was received. **UBEO Business Services offers destruction services with a certificate of completion** as well should the City choose alternative options for some content.
- **Our proficient team**, led by seasoned professionals, leveraging our broad experience in document management, enhanced with notable qualifications such as Project Management Professional (PMP) certification and Government Archives and Records Administration (GARA) certification.

- **Laserfiche Repository:** We recognize the need for delivery to your existing system. Our team has the technical know-how to ensure a seamless integration, thereby facilitating the accessibility and administration of digitized documents.
- **Detailed Work Plan** that includes document preparation, scanning using production scanners, stringent quality assurance, precise data entry, OCR for searchable text, and careful migration to your Laserfiche EDMS.
- **Pick-Up Coordination:** We understand the importance of coordinating efficiently with the City of Banning to establish approved dates and times for the pick-up of items to be scanned. **Our team will work closely with City officials to accommodate their schedules and ensure a seamless pick-up process.** Clear communication channels will be established to facilitate any necessary adjustments to the pick-up schedule and to address any concerns promptly.
- **Inventory Management and Tracking:** UBEO will implement a comprehensive process for managing inventory and tracking all plans and documents throughout the scanning process. **Each box will be carefully logged upon receipt at our facility, assigned a unique identifier, and tracked through every stage of the digitization process.** Regular audits and quality checks will be conducted to maintain accuracy and accountability, with detailed records kept to provide transparency and traceability.
- **Proposed Schedule of Processing Phases:** We will provide a detailed schedule outlining the proposed processing phases and the anticipated date of completion for the entire project. This schedule will be developed in consultation with the City to ensure alignment with their priorities and deadlines. Milestones and key deliverables will be clearly defined, allowing for progress monitoring and effective project management. Flexibility will be built into the schedule to accommodate any unforeseen challenges or changes in project scope.
- **Document Retrieval Request Process:** City personnel will have access to a user-friendly request portal or contact point where they can submit their requests. **Upon receipt of a request, our team will expedite the retrieval, digitization, and delivery process, ensuring timely access to the requested materials**. Our recommended document retrieval request process will prioritize efficiency and responsiveness, aiming to return **digital versions of requested documents to the City within 5 hours to 24 hours.** Regular communication will be maintained with the City to provide status updates and address any concerns promptly.
- **Reassemble for Return of Plans and Documents:** Upon completion of scanning, our team at UBEO Business Services will place papers back in folders/boxes in their original order. This ensures that the original order of files received is maintained. **Our team will ensure that the digitized materials are returned in their original order and condition, with appropriate packaging and labeling to facilitate easy identification and handling.** We will coordinate closely with City personnel to schedule the return and ensure a smooth transition back into City possession.

- **Return:**
  UBEO will work with the City for delivery, pickup & return schedules. UBEO can hold your content in our warehouse for up to 45 days after each digital delivery unless the City would like an alternative schedule we could accommodate.

- **Transportation:** Our secure, climate-controlled vehicles will transport the securely packaged and reassembled documents back to the City of Banning or designated location.

- **Verification:** Upon delivery, our team will provide a circular chain of custody and verify the pickup – delivery.

- **Our Commitment:** to adhere to the proposed timeline, ensuring seamless delivery without compromise on quality.

We firmly believe in not only providing successful project completion but also offering valuable insights that could enhance your future document management practices. Rest assured, we aim to provide a closing experience that is as smooth and efficient as every other step in our work plan.

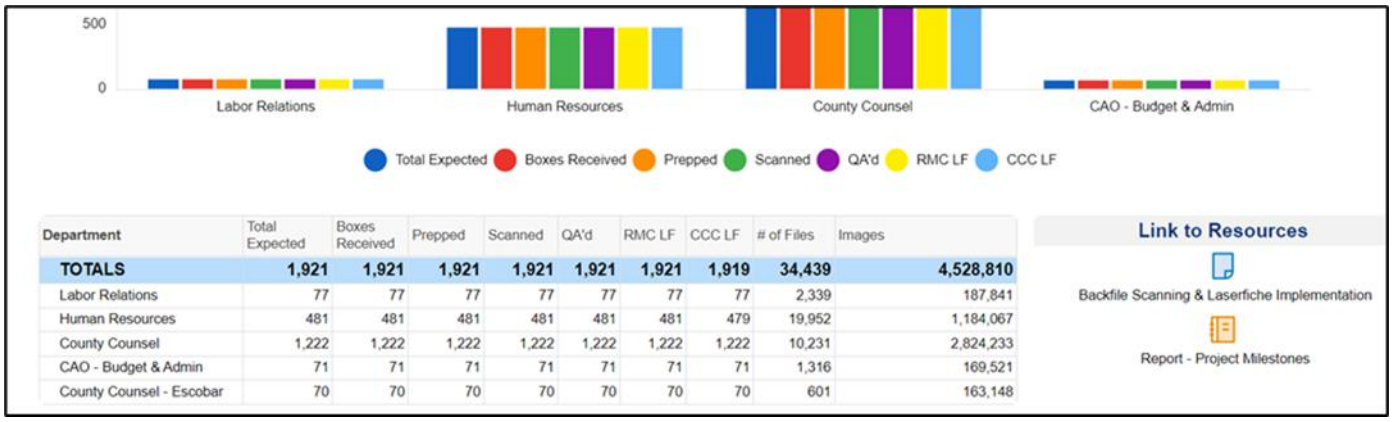
Our strategy commences with an onsite assessment, The initial aspect of our project's inception consists of a comprehensive briefing with The City of Banning. This step is essential for our mutual comprehension and alignment regarding the project's objectives, deliverables, and schedule. We conduct an in-depth analysis of your requirements and the scope of the project in order to formulate a strategic plan that suits your needs the most effectively.

During the orientation, we will acquire a thorough understanding of the current condition of your physical documents and identify potential obstacles that may arise during the course of the project. In addition, our team will familiarize itself with the operating environment, security protocols, and any task-specific operational procedures.

Following the initial orientation, We firmly believe that routine and open communication can streamline operations and nurture a prosperous partnership. Throughout the duration of the project, our project manager and BPO Production Manager will maintain regular, scheduled communication with your team. UBEO utilizes Smartsheet for our projects providing client ***complete visibility*** of project status, milestones, tasks, time projections and more. UBEO will customize per The City of Banning goals.

In addition, your UBEO team will provide the below:

- **Biweekly Updates:** A detailed email will be sent to keep you abreast of the steps scheduled for the following weeks as well as the progress made during the previous weeks. This will encompass all



Department	Total Expected	Boxes Received	Prepped	Scanned	QA'd	RMC LF	CCC LF	# of Files	Images
TOTALS	**1,921**	**1,921**	**1,921**	**1,921**	**1,921**	**1,921**	**1,919**	**34,439**	**4,528,810**
Labor Relations	77	77	77	77	77	77	77	2,339	187,841
Human Resources	481	481	481	481	481	481	479	19,952	1,184,067
County Counsel	1,222	1,222	1,222	1,222	1,222	1,222	1,222	10,231	2,824,233
CAO - Budget & Admin	71	71	71	71	71	71	71	1,316	169,521
County Counsel - Escobar	70	70	70	70	70	70	70	601	163,148

Link to Resources

Backfile Scanning & Laserfiche Implementation

Report - Project Milestones

aspects of the project, including document preparation, scanning, quality assurance, optical character recognition, migration, and other tasks according to the project schedule.

- **Scheduled Meetings:** The purpose of these meetings is to review progress, provide updates, resolve any issues, and plan the next steps. Daily, weekly, or biweekly meetings can be scheduled according to your specifications.

- **Meeting Minutes:** Following each meeting, we will provide a concise yet thorough summary of what was discussed, decisions made, and next steps. This ensures that everyone is on the same page and can refer back to key points as necessary.
- **Methodology Updates:** As we progress through the project, we may identify areas where adjustments to the methodology could improve results. These modifications will be extensively discussed with you and implemented only with your approval.
- **Dashboard Access:** We will build a customized Dashboard in Smartsheet that will allow you to easily request files, see project updates, meeting minute notes, and more. ***This dashboard will also show the current progress of the past milestones, and how much has been processed to help keep you (the client) on budget!***

Our ultimate goal is to ensure that our operations are transparent and to maintain your participation and contentment throughout the duration of the project. We believe this level of communication is crucial for delivering a project that not only meets, but exceeds, your expectations.

To ensure the successful Digital Transformation, a well-defined team structure is essential. The recommended team structure will include both City of Banning personnel and UBEO Business Services staff, each with clearly defined roles and responsibilities. This collaborative approach will ensure all aspects of the project are effectively managed and executed.

Recommended Team Structure

1. *Project Steering Committee*

Role: Provide overall project governance, strategic direction, and decision-making authority.

Members:

- **City of Banning Representatives:**
    - Senior Executive Sponsor (e.g., CIO or Department Head)
    - Senior Department Managers
- **UBEO Business Services Representatives:**
    - Senior Project Manager
    - BPO Manager
    - BPO Facilities Director
    - ECM Manager

Responsibilities:

- Approve project scope, objectives, and key deliverables
- Monitor project progress and resolve high-level issues
- Ensure alignment with City and UBEO strategic goals

2. *Project Management Team*

Role: Oversee day-to-day project activities, coordinate between teams, and ensure project milestones are met.

Members:

- **City of Banning:**
  - Project Manager
  - Assistant Project Manager or Project Coordinator
- **UBEO Business Services:**
  - BPO Manager
  - Project Manager

Responsibilities:

- Develop and maintain project plans and schedules
- Coordinate resources and tasks
- Manage project risks and issues
- Communicate project status to stakeholders

3. *Technical Implementation Team*

Role: Handle the technical aspects of Laserfiche Briefcase Import and Quickfields session, including system configuration, integration, and testing.

Members:

- **City of Banning:**
  - IT Infrastructure Specialist
  - Database Administrator
  - Security Analyst
- **UBEO Business Services:**
  - Project Manager
  - Laserfiche Solution Architect
  - Technical Support Specialist

Responsibilities:

- Configure and import

- Integrate with existing City systems
- Ensure data migration accuracy and completeness
- Implement security measures and protocols

2.5 IV.F Document Indexing and Quick Fields

A. All records shall be named and indexed according to conventions determined by the City. Fields may change based on the document type.
B. Consultant shall be required to structure the indexes in a text file to meet Laserfiche import format.
C. The City shall provide detailed instructions for each project.
D. Consultant shall implement "Quick Fields" application allowing for automatic entering of indexed fields which follow electronic document management system templates in Laserfiche.
1. For Example.
    1. Naming Scheme (Indexing)
        1. Folder Tab/Name
        2. If not folder, Document/Binder title or Type.
    2. Plan Set Naming Scheme (Indexing) On Tag
        1. Project Name
        2. Most Recent Date
E. The Consultant will produce a Pilot or sample to each Department to insure Indexing (Folder Structure & File Naming) for process approval from City of Banning prior to producing entire collection

UBEO Understands and Agrees.

Classification

This step is crucial for our shared understanding and agreement on the project's goals, outcomes, and timeline. Preparation Classification (Identification) and Sorting of Documents, The next step involves classifying, prioritizing, and categorizing documents to be scanned. This procedure guarantees the efficiency of the digitization process and facilitates navigation of the digital archive.

We will create a well-defined, mutually-agreed-upon sorting and pick-up strategy for your documents that is compatible with organizational **schedules**, **deliveries, and parking**. This collaborative procedure will ensure precision and facilitate a more seamless system integration. By involving all relevant parties in the review and approval of the classification and categorizing strategy, we ensure consensus on the project.

UBEO Business Services recommends classifying at the file level or entire box level.

1. ***Standardized Formatting Guidelines:***
    - We will develop comprehensive formatting guidelines to ensure consistency across all digitized documents. This includes specifications for file format, resolution, and any other relevant parameters to maintain uniformity and readability.

2. ***File Naming Conventions***:
    - Our team will work with the City of Banning to establish clear and intuitive file naming conventions to facilitate easy identification and retrieval of documents. This may include

incorporating relevant metadata such as project name, document type, date, and other identifying information into the file names.

3. ***Indexing Workflow Process:***
   - We will establish a structured indexing workflow process that outlines the steps involved in categorizing and tagging digitized documents.

4. ***Utilization of Data Tables and Lists:***
   - Our team will leverage data tables and lists to create a standardized set of indexing criteria. This may include tables for project names, document types, permit numbers, and other relevant metadata. By utilizing pre-defined lists, we can ensure accuracy and uniformity in indexing across all documents.

5. ***Quality Assurance and Validation:***
   - To maintain data integrity and accuracy, we will implement quality assurance measures to validate indexed information against the master database. Any discrepancies or inconsistencies will be promptly addressed and resolved to ensure the reliability of the indexed data.

6. ***Automatic Capture and Indexing:***
   - We will deploy advanced document capture technologies, such as Optical Character Recognition (OCR) and Intelligent Document Recognition (IDR), to automatically extract 'clear handwritten text' and metadata from digitized documents. This automated process ensures efficient and accurate indexing of documents without manual intervention.
   - Metadata extracted through automatic capture will be used to populate indexing fields, including project names, document types, dates, and other relevant information. This streamlined approach minimizes the need for manual data entry and reduces the risk of human error.
   - Our team will configure the document capture system to recognize and classify documents based on predefined rules and templates. This ensures consistent and standardized indexing across all digitized documents, enhancing searchability and retrieval efficiency.

Physical Preparation

Once an identification strategy has been agreed upon, we move on to the physical preparation of documents. This phase entails preparing the physical documents for scanning by removing physical obstructions such as staples, bindings, paper clips, and other impediments.

Our team manages this process meticulously, preserving the original documents' integrity while preparing them for digitization. Aged or fragile documents will be handled with special care to prevent damage. This preparation guarantees a smooth scanning process, enabling the production of digital copies that are of high quality, clear, and readable.

The physical preparation phase is a meticulous procedure that sets the stage for a successful digitizing process and lays the groundwork for a seamless transition from paper-based documents to an entirely digital archive.

UBEO Production centers are supervised by onsite BPO Production Managers that monitor every step of the process. Our facilities are equipped to meet all security requirements and compliance.

- **Document Inspection:** The first step of the procedure involves a comprehensive examination of all documents. This will assist us in comprehending their current condition and identifying any potential obstacles that may arise during the scanning procedure.
- **Poor Original Image Quality:** *These documents will be noted and a disclaimer cover page indicating poor original quality will be included with the scan*.
- **Removal of Bindings:** To prepare the documents for the scanning procedure, all staples, bindings (Velo), paper clips, coil binders, fold-over tab binders and other physical attachments will be removed.
- **Sticky Notes:** Attached sticky notes will be meticulously removed, reapplied to the back of the respective documents, or placed on a new sheet of paper. This ensures that no original text is obscured during the digitizing process.
- **Folder Preparation:** On the Manila folders, any notes or essential information can be preserved. If necessary, the team can remove the folder dividers and any accompanying notes to ensure that this information is captured during scanning. *We can cut the folders to ensure they're scanned with the entire process*.
- **Flattening Content:** Curled (dog ears) or crumpled pages will be carefully flattened in order to assure high-quality scanning.
- **Document Repair, "Non – Reflective Tape":** Damaged documents, including shredded pages, will be repaired to an extent to ensure the digital copy maintains the document's integrity.
- **Special Treatment for Fragile Documents:** Older, delicate, or fragile documents will be handled with special care to prevent further harm during the preparation and scanning process. Our team will mark these contents separately, to ensure we use them on a scanner that is gentler with fragile work.
- **Box Monitoring:** Each document or document collection will be monitored to ensure that no documents are misplaced or lost during the preparation process. This monitoring will happen throughout the project.

**If a record file contains no pages, we will add a disclaimer cover page and notify the city.*

2.6 IV.D Document Imaging (Scanning) Specifications

1. The City's originals are NOT to be altered in any way. All images are to be representative of the original records.
2. Blank pages (with no text or image) are to be eliminated.
3. Black borders shall be removed.
4. Scan all documents at a minimum of 600 dpi with Auto-Color PDF images (only) for all departments. Each document, binder or file will be output as a multipage PDF.
5. Images shall be de-skewed to the best possible alignment and auto-rotated (in readable format) in Laserfiche.
6. Images are to be de-speckled to the degree that will afford improved readability but not erase characters.
7. File size from finished multi-page images shall not exceed 25 megabytes. Should multi-page file exceed the 25-megabyte limit, file shall be divided into smaller components.
1. Blueprints/plans can exceed this size limit since we want to maintain the document's quality. Other documents may be tagged that will override the 25 megabytes limit. The

department rep will indicate which documents will exceed this requirement during the project.
8. Quality inspection of documents shall occur at the time of scanning.
9. Illegible images shall be rescanned by the Consultant at no charge so that the document is as legible as the original.

UBEO Understands.

Scanning and Digital Conversion
After the document preparation phase is complete, our highly trained team members will load the prepared documents into our cutting-edge production scanners. To ensure the acquisition of high-quality, clean images, our staff have received extensive training in the maintenance and cleaning of scanners, as well as the detection of potential scan lines. We use a combination of automated software and manual inspections to ensure that each page is accurately and thoroughly captured. All pages will be scanned in, and in the end merged to a multi-page *document in a tiff, pdf, or a preferred format per the City of Banning*.

We comply with industry standards by scanning all documents at a resolution of 300 dpi and in accordance with standards set by the American National Standards Institute (ANSI) and Association for Information and Image Management (AIIM). **Per the City of Banning all documents will be scanned at 600 dpi.** This, combined with our optimized gamma, brightness, and contrast settings, produces a black-and-white output that is crisp and readily readable. To ensure efficient storage of older content, we recommend keeping photographs in black and white for archival documents and infrequently accessed files. However, we can modify this dependent on the needs of the client.

Special Document Handling (Large Format, Fragile Items, etc.), For **large format or fragile documents, we handle them with extra caution and utilize specialized scanning equipment to guarantee that they are digitized accurately.** Depending on the condition and quantity of each special document, the optimal digitization method is determined. In certain instances, this may entail scanning on a flatbed scanner.

Wide format (large format) contents will be scanned on a specialized scanner with sensors made to handle the larger content.

Optimized Configuration and Quality Assurance, we employ **border removal and deskewing techniques** to ensure that the scanned image is as accurate to the original as possible and to improve the effectiveness of the Optical Character Recognition (OCR) process further down the line. Our scanners are endowed with **double-feed detection technology to ensure that no content is lost when scanning in duplex mode. In addition, we use technology to eliminate any blank pages**, followed by a manual (human) check to ensure that no content has been omitted inadvertently. ***UBEO will keep a log of items that do not produce OCR text and inform the City of Banning upon discovery.***

Post-Scanning Quality Verifications, after each page of a document has been digitized, our specialized QA team examines each page. Our scanning team conducts a preliminary check during the scanning process. During this post-scan QA step, we take a more thorough evaluation to ensure that no discrepancies were overlooked.

UBEO will work with The City's Information Technology Department Staff to understand their preferred methods of data transfer to the Laserfiche EDMS. We will comply with the City's security and compatibility standards and configure the chosen delivery method outlined in the RFP which requires **a hard drive for each department.**

2.7 IV.H Quality Control

1. Consultant shall ensure digital entries accurately match the scanned hardcopy record at the time of scanning and ensure the appropriate references are in place. Consultant shall provide ongoing quality assurance/quality control (QC/QA) and review of records indexed.
2. The City desires the option to destroy some or all original documents scanned, thus the quality of scanned documents and diligence of quality control must be superior. Consultant will provide ongoing quality assurance/quality control (QC/QA) review of records scanned.

UBEO Understands.

UBEO also offers secure document destruction services, which include a certificate of completion to ensure proper documentation and compliance.

The QA staff executes the following tasks:

- ***Thorough Page Review:*** Examine each digitized *document page by page to ensure there are no errors and omissions* and that all documents were scanned appropriately.
- ***Blank Page Verification:*** During the scanning process, technology is used to automatically eliminate any vacant pages. To ensure that no content is omitted inadvertently, **our QA team examines all removed "blank" pages.** If significant content is discovered, these pages are added back to the digital file.
- ***Legibility Checks:*** Ensure the legibility of each scanned document by looking for text that is obscured by sticky notes, creases, or other physical damage. Our team will address these issues to improve readability.
- ***Resolution and Quality Checks****: Each image undergoes checks for resolution, clarity, skew correction, and* ***elimination of borders to ensure that the digital version is an accurate representation of the original.***
- ***Process of Verification and Validation*****:** Our quality assurance procedure concludes with the verification and validation of the digitized documents. This includes randomly comparing the digital files to the original documents to ensure the digitization process was accurate and thorough. This rigorous verification and validation procedure ensures a near-zero error rate, delivering digitized documents that are accurate representations of their original counterparts.
- ***Validation for Errors and Omissions:*** After completing the process of quality assurance, we move on to data entry and indexing. In accordance with your specific requirements and instructions, our data entry team enters the necessary data into the document management system. This data could include that we agree on at a later time. This data can be the folder names, box name, and other pertinent information to help with easy file retrieval.

To ensure the accuracy of this crucial stage, another team member cross-checks the data entered against the original document, fostering a culture of accountability and precision. This system further ensures that

our data entry process has a near-zero error rate. Once the indexing is completed, a supervisor verifies the data entered and checks it for quality issues, spelling mistakes, and performs a final quality check.

2.8 IV.E Optical Character Recognition (OCR)

A. All text records must be OCR'd and the OCR files delivered with the images. The OCR is to be delivered with a native within the image.

UBEO Understands.

- ***OCR Process Review:*** After the document images have been scanned, indexed, and subjected to our stringent quality assurance procedure, Optical Character Recognition (OCR) is performed. OCR is a powerful technology that converts various document formats, such as scanned paper documents, PDF files, and digital camera images, into searchable data. Our procedure begins by applying advanced OCR software to scanned images. *This software identifies and converts the text within each document into digital text. It effectively "reads" the text from the image and converts it into text data that can be searched.* Our technology also attempts ICR (Intelligent Character Reading) to try and decipher human handwriting. For clear human handwriting it will be available to be searched.

- ***Quality Control for OCR Output:*** To guarantee the accuracy of our OCR output, each document undergoes an additional level of quality assurance. ***Our devoted staff compares the OCR output to the original image in order to identify and remedy any discrepancies.*** This assures a high level of precision in the text data output, making the documents fully searchable and significantly more useful than static images.

- ***Overcoming OCR Challenges:*** OCR is a powerful instrument, but it is not without its difficulties. Poor-quality originals, intricate page layouts, messy handwriting, and uncommon fonts can result in less-than-perfect OCR results. However, ***we constantly train and retrain our OCR software, and work with OCR vendors to improve results. We're confident we have the best OCR technology on the market at this time.***

In addition, we are dedicated to the ongoing enhancement of our OCR capabilities, routinely updating our software, and training our staff in the most recent OCR techniques. This ongoing commitment enables us to deliver consistently high-quality results, regardless of the task's complexity.

2.9 IV.G Importing of Data

(1) The scanned pdf images and a text file which will include the index values will be delivered on a hard drive for each department.
(2) The index values must be formatted to successfully import into Laserfiche.

UBEO Understands.

UBEO is a Laserfiche Platinum VAR with 26 years of experience.



2.10 Preparation for Migration

Preparing the scanned, indexed, and OCR-processed data for transmission is the initial step in the migration process. Our team meticulously organizes all files and documents in accordance with the client's existing Laserfiche file structures or a structure proposed to meet the client's requirements.

Our software migration procedure begins with a thorough examination of the associated metadata for each document. This metadata, gathered during the scanning and indexing phases, is utilized to structure and organize digital files in accordance with system requirements.

After the files have been structured, our software generates a highly compatible file format that can be easily imported. This expedites the migration process and reduces the likelihood of errors or compatibility issues.

1. **Selection of Test Documents:**
    - **We will collaborate with the City to select a representative sample of documents for inclusion in the test set for each department per the City of Banning.** These documents will encompass a variety of types, formats, and content to adequately assess the digitization process's performance across different scenarios.
2. **Scanning and Indexing Process:**
    - The selected test documents will undergo scanning using the designated equipment and settings. Concurrently, metadata indexing will be applied based on predefined criteria to simulate the full production process.

3. **Validation of Search and Retrieval:**
    - The test sets will be uploaded into a testing environment, where functionality such as search, and retrieval will be evaluated. This ensures that users can effectively locate, and access documents based on indexed metadata, validating the searchability and usability of the digitized content.

4. **Feedback and Iteration:**
    - Feedback will be solicited from stakeholders, including City personnel and IT staff, regarding their experience with the test sets and any areas for improvement identified. Based on this feedback, iterative refinements to the digitization process will be implemented as necessary.

2.11 Validation, Post-Migration

After the migration is complete, we undertake a post-migration validation to ensure that all documents were transferred accurately and are indexed correctly in the new system. This requires a thorough comparison of the transferred files to the original document inventory. To ensure the integrity and exhaustiveness of your digital archives, all discrepancies are resolved expeditiously.

2.12 Resolution Steps and Responsiveness

UBEO acknowledges that in every project, issues and challenges may arise. Responsiveness and efficiency in addressing these issues are crucial to project success. Here are our outlined resolution steps:

2.13 Regular Communication and Project Meetings

Proactive communication is a key component of our project management approach. Our Project Manager and the BPO Production Manager will maintain regular communication with the designated point of contact at the City of Banning.

In addition to formal project meetings, we will ensure a constant line of communication for any immediate concerns, questions, or suggestions. **This communication will take place through various means such as email, phone calls, or instant messaging, as per the preference of the City of Banning.** The aim is to ensure that the client is always aware of the project's status and any developments. By promoting an open and proactive communication environment, we aim to foster a collaborative relationship that aids in the project's successful execution.

2.14 IV.K Damage To Records

1. Any damage to City records, or other issues, irregularities, difficulties, or challenges shall be reported immediately in writing, via email.

UBEO Understands.

2.15 Issue Identification, Reporting, and Responsiveness

In the event of any issues during scanning, indexing, OCR, or data migration, our team has a robust system for issue identification and reporting.

Issue Identification: Our quality assurance process is designed to catch any issues promptly, and our project team is trained to be attentive to any potential problems that might affect the quality of the work or the project timeline. Issues can be technical, related to document quality, or involve challenges with data migration.

Issue Reporting: Once identified, issues will be immediately documented. The report will include a detailed description of the issue, the time it was identified, its current and potential impact on the project, and any immediate action taken. **Per the City of Banning this communication will be sent in writing via email to City contact.**

Responsiveness: We prioritize prompt responsiveness in our approach. Once an issue is identified and reported, our team will begin working on its resolution immediately. This commitment to responsiveness minimizes the potential for any delays or quality concerns, maintaining the integrity and timeline of the project.

2.16 Corrective Action and Resolution

Once an issue is reported, we initiate our corrective action process. This process is designed to not only address the immediate concern/issue but also to prevent similar issues from occurring in the future. Our team, including the project manager, technical specialists, and quality assurance personnel, will collaboratively work on issue resolution. The corrective action might include modifying scanning or indexing procedures, adjusting OCR settings, or revising migration scripts. The resolution's details, including the actions taken and their results, will be documented and communicated to the City of Banning.

2.17 Client Feedback and Iterative Adjustments

We highly value client feedback and consider it crucial for the project's success. The iterative nature of our work plan allows us to implement any changes or improvements based on the client's feedback at each milestone. Once a milestone is reached and the deliverables are submitted to the City of Banning, we will seek their feedback. This feedback will then be reviewed and incorporated into the upcoming iterations. This iterative adjustment process ensures that the final deliverables meet the City of Banning's expectations to the fullest extent.

2.18 Escalation Process

Despite all preventive measures and corrective actions, some issues may require higher-level intervention. For such situations, we have an escalation process in place. If an issue can't be resolved at the project level or if it has substantial potential implications for the project, it will be escalated to our senior management team. The escalation process ensures that critical issues receive the necessary attention and resources for their resolution. In addition, they will have the option to escalate issues directly to our senior management if they feel that it's necessary.

2.19 IV.B Reassemble Records After Scanning

1. All documents shall be returned to the original box, container, file, etc. in which they were received.
2. Plans shall be re-rolled unless instructed otherwise by the City.

3. Consultant will not have to rebind materials (no re-staple, no rebinding, no re-clipping) unless instructed otherwise by the City. The City expects that the documents will be returned nearly in the same files folders as received.

2.20 IV.L Document Return

1. Consultant shall return all scanned boxes of paper and plans.

UBEO Understands.

After the backfile scanning process is complete, our team at UBEO Business Services will meticulously reassemble all the original physical documents. This process involves a number of crucial steps, which are detailed below:

- **Document Reassembly:**
  Documents disassembled for digitization will be meticulously reassembled in their original order. Plans received in a rolled format will be returned in the same manner unless the City specifies otherwise. This process ensures the preservation of the original file order, facilitating easier access for district personnel to locate specific information.
- **Quality Assurance:** reassembly, we will implement a thorough quality assurance process to verify the accuracy and completeness of the reassembled documents. This comprehensive quality check will ensure that all documents have been correctly reassembled, with no documents missing or improperly filed. Our meticulous approach guarantees the integrity and reliability of your document management system, providing you with confidence in the precision and organization of your records.

- **Secure Transportation:**
  Our transportation process ensures the utmost security and care for your documents. Utilizing secure, climate-controlled vehicles, we will transport the securely packaged and reassembled documents back to the City's designated location. This approach ensures that the documents are maintained in excellent condition during transit, preserving both their integrity and confidentiality.
- **Verification:** Upon delivery, our team will facilitate a meticulous verification process. This involves comparing the returned documents against the initial inventory list to ensure that every document is accounted for and in the expected condition. **To maintain the highest standards of security and accountability, we employ a robust chain of custody protocol**. This protocol meticulously tracks the movement and handling of documents from the moment they leave your possession until their return. By doing so, we guarantee the integrity and security of your documents throughout the entire process.
- **Meticulous Measures for Document Integrity:** By implementing these meticulous measures, UBEO Business Services ensures that the City's physical documents will remain organized and easily accessible throughout the entire backfile digitization project. This comprehensive approach safeguards the integrity of your valuable records, maintaining their accuracy and reliability from start to finish.
- **Content Storage and Management:** We will securely store your content in our warehouse for 45 days following each iteration of the project. Should the City prefer an alternative schedule, we are more than willing to accommodate your needs. Upon your acceptance of the delivered iteration, we will promptly seek your approval to return the contents to your facility.

In addition to storage and delivery services, UBEO offers secure document destruction services, complete with a certificate of completion to ensure proper documentation and compliance with all relevant regulations.

We are committed not only to delivering a successful project completion but also to offering valuable insights to enhance your future document management practices. You can be assured that our goal is to provide a closing experience that is as smooth and efficient as every other step in our work plan.

2.21 IV.M Final Inspection and Acceptance

1. Based on the specifications described in this document, the City will make the final inspection of scanned images once imported.
2. Inspection is to be completed within 90 days of receipt of images.
3. Acceptance will be achieved when the inspection is completed, and the Consultant made all corrections, if necessary.
4. 10% of contract total will be withheld until all corrections are made and the City accepts the work.
5. Proponent invoices shall denote the number of scanned pages being billed for the current invoice as well as the total number of pages billed to date.

UBEO Understands and agrees to the final inspection and acceptance terms outlined by the City of Banning. We will ensure that all scanned images are thoroughly reviewed, and any necessary corrections are promptly addressed to meet the City's specifications. We understand that the City will complete the inspection within 90 days of receipt of the images and that acceptance will be granted upon satisfactory completion of this inspection.
We also understand the terms regarding the 10% contract retention until all corrections are made and the work is accepted by the City. Our invoices will clearly denote the number of scanned pages being billed for the current invoice as well as the total number of pages billed to date, in compliance with the City's requirements.

3 V.B Proposal (B.) Company Information

We aim to clearly convey that UBEO is the premier strategic partner to support the City of Banning’s mission through this RFP for Document Scanning Services.

With 68 years of experience in the industry, UBEO has established a proven track record of excellence in customer service. Our longstanding history and commitment to quality make us uniquely qualified to meet and exceed the City’s expectations for this project.

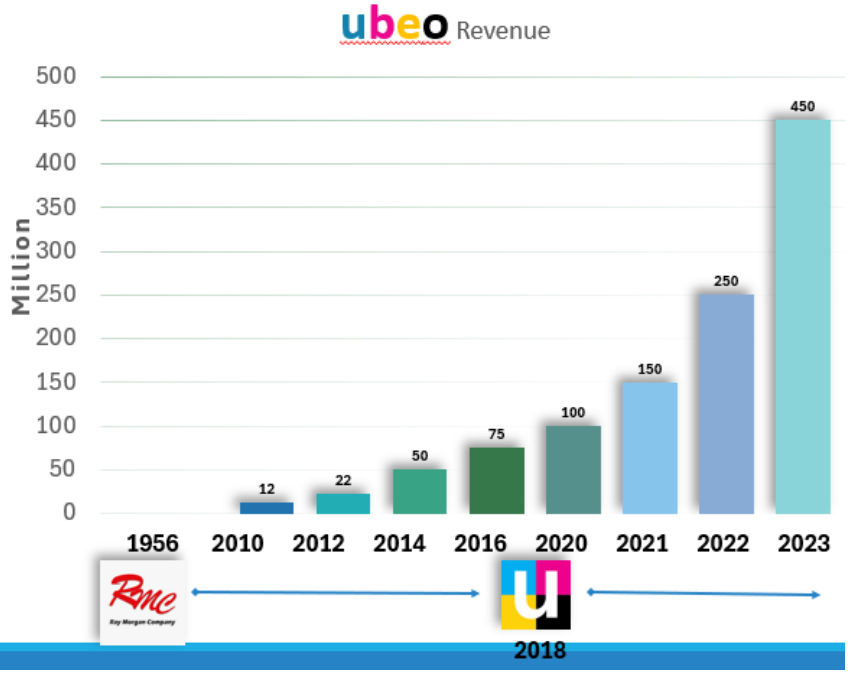
We look forward to the opportunity to demonstrate our expertise and dedication to your success.

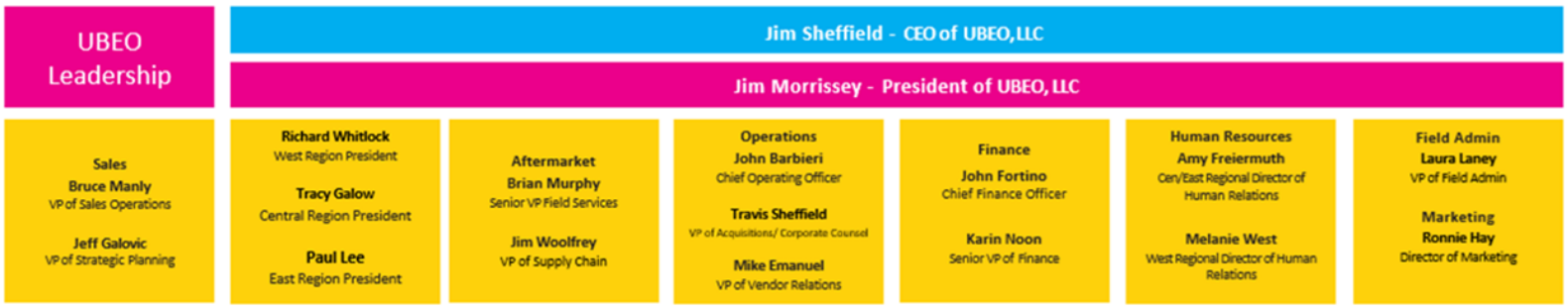
UBEO SUCCESS

CORPORATE METRICS

- 1200+ EMPLOYEES
- OVER 50 LOCATIONS IN U.S.
- GLOBAL SUPPORT COVERAGE
- 500 SERVICE STAFF
- BEST IN CLASS SERVICE
- 30K CLIENTS
- 780 PRODUCTION CLIENTS
- 96% NATIONAL UPTIME
- 94% FIXES ON FIRST CALL

68 Years Expanding Market Share





UBEO Leadership and Size

Year Founded: *1956*
of locations in the U.S.: 56

of employees: *1,200+*
***Annual Revenue*:** $400 million

Local UBEO office for The City of Banning: 5855 Rickenbacker Rd., Commerce, CA 90040

Website: https://www.ubeo.com/

UBEO has also invested in the development of industry leading technology support. UBEO ProIT specializes in supporting technology solutions for our clients. This expertise allows UBEO to blend a complete suite of best-in-class technology solutions in the following areas.

✓ Document Scanning, Digital Imaging and Conversion Services	✓ Enterprise Document Management
✓ Print Management and Advanced Scanning Software Solutions	✓ Multi-Function Devices
✓ Managed Print Services	✓ Wide Format and Specialty Print Solutions
✓ Production Print Solutions	✓ Integrated Fax Server Solutions
✓ Business Process Outsourcing	✓ On-Site Managed Workplace Services

4 V.B Proposal (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.

UBEO Understands and agrees all assigned key professional staff are properly licensed to practice in California.

Key Personnel

UBEO Business Services takes great pride in its team of devoted professionals who are at the vanguard of providing our clients with exceptional service. Our project team, which specializes in document management and business process outsourcing, is comprised of seasoned industry professionals who are outfitted to comprehend and meet your specific needs.

Our team offers comprehensive solutions by combining practical experience, in-depth industry knowledge, and technical expertise. From Project Managers with PMP certification to our BPO Manager with a business doctorate and a Government Archives and Records Administration (GARA) certification, our entire team is trained to prioritize client satisfaction and deliver superior results.

In the following section, we will describe the roles, qualifications, and experiences of our essential team leaders. This will provide a clear comprehension of the team dedicated to the successful completion of your digitization project.

- **Nick Sabatini – Vice President Managed Services**
  - Decorated career in Business Outsourcing and Conversion Services.
  - Very involved executive who checks in on all clients and projects actively.
  - Oversees all Conversion Services, Onsite, Mailroom and other outsourced projects and clients.

- **Kristen Sparkes – Business Process Outsourcing Manager**
  - Decorated project manager for Conversion Services projects.

- Extensive experience customer service, project management & working with clients to fully understand scope & deliver client needs in the ever-changing modern world of data.

- **Lance White – Business Process Outsourcing Operations Manager**
  - Decorated career spanning 30+ years in document management and Conversion Services.
  - Vast experience with enterprise and government accounts.

**Additional team resources will be assigned when the project is allocated.*

5 V.B Proposal (E.) Experience and References

Experience

UBEO has a plethora of experience working with a variety of organizations helping them to convert a variety of file types in the government, education and private sector:

- Local County - **5.5 Million images** / 6 Departments – on site project 14 months – on going with additional departments
- Local County Public Defender - **2.2 Million images** and on-going
- Local Transportation Organization - **1.7 Million images**/ Accounting Department – 1st of ALL departments
- Local Non-Profit – **5.3 Million images** Health Client Records
- Local Community College – **2.1 Million images** – 7 Departments – On Going for 6 more departments
- Local Unified School District – **1.7 Million images** – Student Records

UBEO fully understands the requirements outlined in your RFP. Based on the information provided, our response will demonstrate UBEO's capability to deliver the desired scope of services effectively. Additionally, we will share industry best practices with the City to help identify and address potential challenges, ensuring the most cost-effective solutions.

Our executive summary outlines our comprehensive approach to this digital transformation project, focusing on three core pillars: accuracy, security, and accessibility of your essential data. We are committed to providing solutions that not only meet but exceed your expectations, ensuring a seamless and efficient transition to a more streamlined document management system.

UBEO possesses extensive expertise and experience in handling highly sensitive and confidential information, including human resource files, plans, permits, financial records, and mission-critical documents. Our proven track record in managing such vital data ensures that we are well-equipped to meet the stringent requirements of the City of Banning.

We will develop and implement a comprehensive project plan tailored to ensure a smooth and efficient transition for the City of Banning's Document Scanning project. This plan will encompass all aspects of the process, from initial assessment to final delivery, guaranteeing the highest standards of security, accuracy, and efficiency throughout the entire project lifecycle.

Additionally, we are including a case study that showcases our experience and expertise in digital transformation and scanning highly sensitive documents, further demonstrating our capability to handle this important project with the utmost professionalism and care. UBEO is committed to customer excellence and guarantees the best customer service, ensuring that your specific needs and expectations are not only met but exceeded.

Customer	Contra Costa County
Vertical	Government

THE PROJECT

- Needed to convert all paper files to digital – (5.4 million images) ahead of moving to new county headquarters
- Needed to decide on an enterprise document management solution
- Wanted a solution to improve the management of paper-based files
- Looking to improve both the internal and external customer experience
- Multiple locations throughout the county
- Provide a fully managed program for the internal county customers

THE HISTORY

- 44 locations in Contra Costa County
- UBEO Team:
  - Account Executives -Martin Soares and Jamie Williams
  - UBEO – Analyst & Specialist Team
  - Nick Sabatini – VP, Managed Services
- They had current IT and Document Management support challenges due to headcount limitations.
- Moving to new facility with the goal of moving virtually paperless

LIMITATIONS

- Multiple locations throughout the county
- Confidential county council documents
- They were researching with three (3) other Service Providers
- Limited expertise for an enterprise document management solution
- Upon award and post implementation Covid 19 hit
- Business continuity
- Staff safety

APPROACH

- Introduced our team, methodology and approach.
- Discussed the UBEO Managed Services *model which includes dedicated onsite UBEO Managed service personnel.*
- Discussed our proven processes (discovery, design, transition, post support, documentation, and reporting and reviews)
- Performed a digital transformation and service assessment.
- Created our Finding and Recommendations (FRD) Documented to collaborate on and presented our solution.
- Incorporated all three key aspects of the customer request.
  - File conversion from paper to digital on premise.
  - Engineered enterprise LaserFiche solution.
  - Incorporated SharePoint expertise

BENEFITS

- CCC IT leadership and UBEO collaborating on Managed Services and additional digital transformation opportunities:
- DoIT – Digital transformation services
  - ✓ Document conversion
  - ✓ Document management engineering
    - ➢ Laserfiche
    - ➢ SharePoint
  - ✓ Cloud Migration
  - ✓ Onsite managed services team performing document conversion services

- UBEO Relationship management
  - ➢ Account Management
  - ➢ Technical Consulting
  - ➢ Process Documentation
  - ➢ SLA compliance reporting
  - ➢ Technology and Services Road mapping

5.1 Company shall provide at least (3) references

1. **Contra Costa County** UBEO has been converting client records to digital for over 3 years. Work Commenced in early 2020 and continues on project basis– 38K files and 5.2 million images. Ijeoma Chukwunyelu 925.6084051 **ijeoma.chukwunyelu@doit.cccounty.us** 30 Douglas Drive Martinez, CA 94553

2. **Valley Transportation Authority – Human Resources, Accounting, Various Other Departments** UBEO was awarded the RFP for Valley Transportation Authority. Work Commenced late 2022 and continues – 16.5K files & 2.7 million Images.
Jon Maier 408-321-7121 **Jon.Maier@vta.org** , 3331 North First Street, San Jose, CA 95134.

3. **Aaron Riechert Carpol & Riffle, APC** UBEO has been converting client records to digital for over 2 years. Work Commenced late 2021 and continues – 10K files and 1.2 million images. Jaedra McSweeney (650) 368-4662, ext. 103 **jmcsweeney@arcr.com** 333 Twin Dolphin Dr # 350, Redwood City, CA 94065

5.2 IV.J Schedule

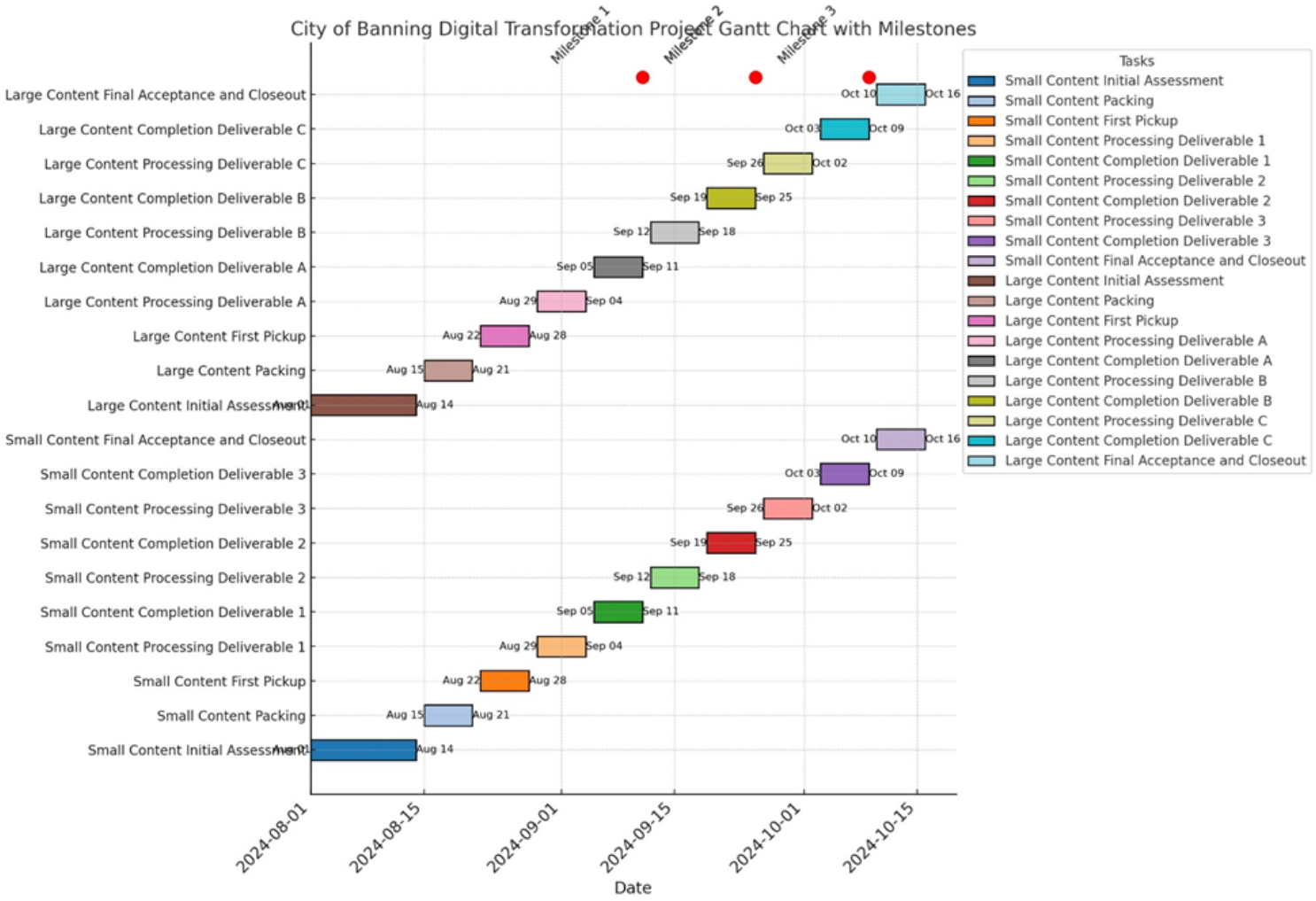
1. The Consultant shall provide a project schedule indicating a timeline of activities to perform imaging services from start to finish.
2. City of Banning will assign a Point Of Contact(s) in coordination with the Consultant Project manager to insure timely feedback & authorization.

5.3 Example Detailed Project Schedule

Key Dates

As we will not be able to know the exact dates until the project formally kicks off. Here is an example schedule based upon the number of weeks. This is divided into multiple parts based upon the standard content per department in 171 boxes and the large format per department which consists of a combined estimate of 6,090 plans. These will be processed simultaneously. UBEO will complete the project within the agreed upon schedule with the City of Banning. This of course is adjustable, example broken down below.

EXAMPLE SCHEDULE: UBEO TO PROJECT PLAN BASED ON CITY OF BANNING TIMETABLE AND FLUCTUATION OF SERVICE NEEDS AND ASSOCIATED PRICE ADJUSTMENTS.



Standard Content / Boxes

This content will be processed in UBEO Processing Center simultaneously for all departments. We will negotiate with the City of Banning on the processing speed and scale up or down from these points to the full capacity of UBEO's processing center(s).

This is an example schedule that can be altered to City of Banning's liking.

This content which consists of an estimated 171 Boxes will be processed in UBEO Processing Center. We will negotiate with the City of Banning on the processing speed and scale up or down from these points to the full capacity of UBEO's processing center(s). This is an example schedule that can be altered to City of Banning's liking.

- **Week 1-2 (August 1st – 14th):** Initial assessment of files, project kickoff meeting, and discussions with the client's staff.
- **Week 3 (August 15th – 21st):** A team from UBEO will arrive at the City of Banning and work on packing up all files carefully and safely. These boxes will be barcoded, given a basic inventory, and be prepared for the UBEO pickups.
- **Week 4 (August 22nd – 28th):** First pickup, UBEO Business Services to pick up all standard boxes.

- **Week 5 (August 29th - September 4th):** Start of document processing for the first 60 boxes (Deliverable 1).
- **Week 6 (September 5th – 11th):** Completion of Deliverable 1.
- **Week 7 (September 12th – 18th**): Start of document processing for the second 60 boxes (Deliverable 2).
- **Week 8 (September 19th – 25th):** Completion of Deliverable 2.
- **Week 9 (September 26th – October 2nd):** Start of document processing for the remaining 51 boxes (Deliverable 3).
- **Week 10 (October 3rd – 9th):** Completion of final deliverable.
- **Week 11 (October 10th – 16th): Client** Final Acceptance and Project Closeout for small format documents.

Week TBD: Scheduling continues should the City have additional content for scanning.

Large Format Documents

This content, which consists of an estimated 6,090 large format plans will be processed simultaneously with the standard content in a UBEO processing center with specialized equipment for wide formats. To help differentiate these from the smaller formats, we call these deliverables by the alphabet (A, B, C, D) versus numerical (1, 2, 3).

- **Week 1-2 (August 1st – 14th):** Initial assessment of files, project kickoff meeting, and discussions with the client's staff.
- **Week 3 (August 15th – 21st):** A team from UBEO will arrive at the City of Banning and work on packing up all wide format documents carefully and safely. These sheets will be barcoded, given a basic inventory, and be prepared for the courier pickups.
- **Week 4 (August 22nd – 28th):** First pickup, UBEO Business Services to pick up all content: ~8 boxes which consist of 6,090 wide format sheet that have been inventoried by the City of Banning.
- **Week 5 (August 29th - September 4th):** Start of large format document processing for the first 2,100 sheets (Deliverable A).
- **Week 6 (September 5th – 11th):** Completion of Deliverable A.
- **Week 7 (September 12th – 18th):** Start of large format document processing for the second 2,100 sheets (Deliverable B).
- **Week 8 (September 19th – 25th**): Completion of Deliverable B.
- **Week 9 (September 26th – October 2nd):** Start of large format document processing for the remaining 1,890 sheets (Deliverable C).
- **Week 10 (October 3rd – 9th):** Completion of final deliverable.
- **Week 11 (October 10th – 16th):** Client Final Acceptance and Project Closeout for large format documents.

Week TBD: Scheduling continues should the City have additional content for scanning.

7.2 Small Format Milestones

- **Milestone 1 (Week 6, September 5th – 11th):** Completion and delivery of the first 60 boxes. An invoice will be issued upon client acceptance, payable within NET 45 terms.
- **Milestone 2 (Week 8, September 19th – 25th):** Completion and delivery of the next 60 boxes (120 total). An invoice will be issued upon client acceptance, payable within NET 45 terms.
- **Milestone 3 (Week 10, October 3rd – 9th):** Completion and delivery of the next 51 boxes (171 total). An invoice will be issued upon client acceptance, payable within NET 45 terms.

Large Format Milestones

- **Milestone 1 (Week 6, September 5th – 11th):** Completion and delivery of the first 2,100 sheets (Deliverable A – 2,100 Total). An invoice will be issued upon client acceptance, payable within NET 45 terms.
- **Milestone 2 (Week 8, September 19th – 25th):** Completion and delivery of the next 2,100 sheets (Deliverable B – 4,200 Total). An invoice will be issued upon client acceptance, payable within NET 45 terms.
- **Milestone 3 (Week 10, October 3rd – 9th):** Completion and delivery of the next 1,890 sheets (Deliverable C – 6,090 Total). An invoice will be issued upon client acceptance, payable within NET 45 terms.

The example project plan provided is designed to showcase our extensive expertise and experience in managing similar projects. It serves as a comprehensive template to illustrate our capabilities and the structured approach we employ to ensure successful outcomes. This plan demonstrates our proficiency in assessing needs, implementing state-of-the-art technology, and maintaining rigorous quality control standards.

However, we fully recognize that each project is unique and requires a tailored approach. We are committed to customizing a plan that aligns perfectly with the City of Banning's specific needs, preferences, and goals. Our team is prepared to work closely with your staff to understand the nuances of your current systems and workflows, ensuring a seamless integration of our solutions. We will adapt our strategies to meet your timeline, budget constraints, and any other unique requirements you may have.

By leveraging our flexible project management methodologies, we can modify the scope, scale, and focus of our efforts to best serve the City of Banning.

In summary, while our example project plan highlights our general approach and capabilities, We are fully prepared to develop and implement a plan tailored to the City of Banning's distinct objectives, ensuring that all your goals are met with precision and care.

We look forward to meeting with you to discuss the combination of your digital transformation goals and our services for a winning outcome!

Thank you for the opportunity to earn your business – we look forward to the next steps!

Sincerely,
UBEO Business Services Team



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 following 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



COST PROPOSAL

REQUEST FOR PROPOSAL FINDINGS AND RECOMMENDATIONS SCANNING AND INDEXING SERVICES RFP-24-062 CITY OF BANNING, CA

Response From:
UBEO Business Services
7076 S Revere Pkwy
Centennial, CO 80112

RFP Respondent's Point of Contact:

Nick Sabatini
Telephone: 650-400-5966
Email: nsabatini@ubeo.com

Response To:
REQUEST FOR PROPOSAL
SCANNING AND INDEXING SERVICES RFP-24-062
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RFP’s Point of Contact:
Attention: Barbara Mason, Purchasing Manager
Telephone: 951-922-3121
Email: bmason@banning.gov

6 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.

UBEO Understands.

6.1 IV.N Department Pricing

Each department will receive a detailed breakdown of the costs that pertain to their department (see attachments). Each department provided an estimate of the number of documents required to be scanned and indexed. Due to budget, each department reserves the right to reduce the SOW or withdraw from the RFP. After the initial work, if a department still has remaining funds available and locates additional documents, it reserves the right to include those documents until the budget is exhausted, so a detail rate schedule is required. Other departments within the City reserve the right to simultaneously include their documents as the listed departments within this RFP request service. Those departments will receive a separate invoice.

UBEO Understands.

Below is a list of cost estimates based upon the *assumption of volumes provided by the City of Banning during the Pre-Mandatory onsite visit*. ***Estimated 171*** *Standard boxes and* ***estimated 6,090*** *wide format plans/sheets*. Industry standards suggest, a standard banker box of small format (10 X 15 X 12) can contain around 2,250 – 2,500 pages of content while wide format may average 10-35 sheets per roll. Wide format box (24 X 24 X 48) holding approx. UBEO leveraged these industry standards to **estimate** the quantity of boxes (Standard & Large Format Size), pallet counts, logistical trips as well as project conversion timetables. *City of Banning, requests all content be scanned at 600 DPI.

UBEO Business Services ***are transactional*** *and will be invoiced based on the volumes produced. UBEO remains committed to being transparent with our pricing and the total page count delivered to the City of Banning.*

UBEO proposed rates are applicable for any day forward scanning as requested by the City.

UBEO Business Services understands that the City of Banning seeks a valued partner for the conversion of standard size as well as large format documents relative to Community Development, Water-Wastewater, Public Works – Planning and Engineering Departments. We appreciate the opportunity to provide end-to-end professional services for the above and more.

The details and specifications of this cost proposal are prepared to deliver the validation of our understanding of City of Banning’s project scope, current state and to further develop a plan to move forward towards accomplishing internal departmental goals and objectives.

UBEO Business Services provides a plethora of business technology, solutions and services that will deliver and fulfill your RFP request as well as provide options and services that the City may be interested in to further leverage your investment in digitization.

Please find the following Findings & Recommendations to include:

Objective, media assessment, volumes for conversion along with recommendations for digitization & access.

Objective

The City of Banning requests Scanning and Indexing services for their paper and wide format records in accordance with standards set by the American National Standards Institute and Association for Information and Image Management for the Community Development, Water-Wastewater, Public Works – Planning and Engineering Departments.

Digitization within the departments can help achieve the following:

1. Improvement in efficiency with quick retrieval and efficient data handling.
2. Encouragement of interdepartmental communication and collaboration.
3. Establishment of an automated workflow foundation to streamline operational tasks and reporting.
4. Elimination of physical storage and fees associated.
5. Safeguarding documents from environmental threats such as moisture, fire and theft.

Media Types

The below media types are presented in the RFP within each department.

- ☒ **Paper Files**
- ☐ Microfiche
- ☐ Microfilm
- ☒ **Wide Format Documents**
- ☐ Books
- ☐ Other

Public Works Planning Department:

Volume and Storage Details:

- **File location**: Physical files are currently stored in the Public Works – Planning Department Office.
  - 99 E. Ramsey Street Banning, CA 92220
- **Storage Method:**
  - Physical files include Wide Format documents and are currently stored in drawers.
    - **Wide Format:**
      - Currently stored loose, within drawers. Dimensions are estimated at 24”x36”.
- **Volume:**
  The City of Banning, Public Works – Planning Department reported a total of 20 drawers containing an estimated total of 50 wide formats each.
    - The overall estimation of Wide Format documents for this department includes 1,000 sheets.



Document/File Types	Rolls	Sheets Per	Estimated Papers Single Sided	Estimated images with 10% Double Side
Plans	20	50	1,000	1,000
	Estimated Totals		**1,000**	**1100**



***UBEO can provide large boxes for Wide Format Transport*

Public Works Water Department:

Volume and Storage Details:

- **File location**: Physical files are currently stored in the Public Works – Water Department Office.
    - 99 E. Ramsey Street Banning, CA 92220
- **Storage Method:**
    - Physical files include standard paper sized documents and wide format documents:
        - **Paper Files:**
            - Currently stored in binders ranging from a width of 2” – 4”. Binders are currently housed on 2 shelving units with 4 shelves each and an approximate width of 72”.





        - **Wide Format:**
            - Currently stored loose, within drawers. Dimensions are estimated at 24”x36” – 36”x42”.



- **Volume:**
  - **Paper Files:**
    - UBEO estimates your project volume with industry standard variables for ‘Standard Box’ volume. In 1” of space, there are typically 150 pieces of paper and each standard Banker’s Box is 15” in depth. UBEO has added a 10% variation for consideration of double-sided paper.

Quantity of Lateral Shelves	Width of Lateral Shelves	Estimated with 10% Double Side	Estimated Boxes
8	72	95040	38.4

  - **Wide Format:**
    - The City of Banning, Public Works – Water Department reported a total of 20 drawers containing an estimated overall total of 150 wide format documents across all drawers.

Document/File Types	Rolls	Sheets Per	Estimated images with 10% Double Side
Plans	20	8	150

***UBEO can provide large boxes for Wide Format Transport*

Community Development Department:

Volume and Storage Details:

- **File location**: Physical files are currently stored in the Community Development Department Office.
    - 99 E. Ramsey Street Banning, CA 92220
- **Storage Method:**
    - Physical files include standard paper sized documents and wide format documents:
        - **Paper Files:**
            - Currently stored in a combination of ways including binders, folders within filing cabinets and folders stored within standard sized Banker’s Boxes.
            - It was reported there are:



- 17 Binders with a width of 4”.
- 54 standard sized Banker’s Boxes.
- 4 standard-sized filing cabinets with 4 drawers. All drawers are full except for one.
- The majority of files are 8.5”x11” in size, but there are instances of wide formats existing within folders.









- Wide Formats:

Quantity of Rows	Depth of Row in Drawer	Qty. Standard Boxes	Binders	Width of Binder?	Estimated with 10% Double Side	Estimated Boxes
15	24	54	17	4	204270	82.53333333

  - Currently stored as rolls within shelves. The dimensions are approximately 24”x36”.
  - Most wide formats are tagged with black circular tags for identification.
- **Volume:**
  - **Paper Files:**
    - UBEO estimates your project volume with industry standard variables for ‘Standard Box’ volume. In 1” of space, there are typically 150 pieces of paper and each standard Banker’s Box is 15” in depth. UBEO has added a 10% variation for consideration of double-sided paper.
  - **Wide Format:**
    - The City of Banning, Community Development Department reported a total of 274 rolled plans in addition to approximately 220 full-size building plans.

Document/File Types	Rolls	Sheets Per	Estimated Papers Single Sided	Estimated images with 10% Double Side
Plans	494	10	4,940	4,940

Water - Wastewater Department:

Volume and Storage Details:

- **File location**: Physical files are currently stored in the Water - Wastewater Department Office.
  - 99 E. Ramsey Street Banning, CA 92220
- **Storage Method:**
  - Physical files include standard paper sized documents and are currently stored in boxes.
    - **Paper Files:**
      - Stored in double sized Banker’s boxes.



- Physical files within range from 8.5”x11” to 11”x17”.

- **Volume:**
  - **Paper Files:**
    - UBEO estimates your project volume with industry standard variables for ‘Standard Box’ volume. In 1” of space, there are typically 150 pieces of paper and each standard Banker’s Box is 15” in depth. UBEO has added a 10% variation for consideration of double-sided paper.



Water - Wastewater Department:

Volume and Storage Details:

- **File location**: Physical files are currently stored in the Water - Wastewater Department Office.
- **Storage Method:**
  - Physical files include standard paper sized documents and are currently stored in boxes.
    - **Paper Files:**

- Stored in double sized Banker’s boxes.
- Physical files within range from 8.5”x11” to 11”x17”.



- **Volume:**
  - **Paper Files:**
    - UBEO estimates your project volume with industry standard variables for ‘Standard Box’ volume. In 1” of space, there are typically 150 pieces of paper and each



standard Banker’s Box is 15” in depth. UBEO has added a 10% variation for consideration of double-sided paper.

Qty. Oversized Box	Estimated with 10% Double Side	Estimated Boxes
25	123750	50

Overview of Departmental Findings

1. **Current Media Types:** The City of Banning and applicable Departments within have varying physical files for conversion, including Wide Format documents and standard physical files.
2. **Volume:** Wide Format documents and physical files are stored in varying ways such as filing cabinets, shelves, boxes of varying sizes, and binders. An estimation of volume per department based on reported data is as follows:
   a. Public Works Planning Department:

i. Wide Formats: **1,000**

b. Public Works Water Department:
   i. Physical Files: **95,040**
   ii. Wide Formats: **150**
c. Community Development Department:
   i. Physical Files: **204,270**
   ii. Wide Formats: **4,940**
d. Water-Wastewater Department:
   i. Physical Files: **123,750**
e. Total Estimation of all Departments:
   i. Physical Files: **423,060**
   ii. Wide Formats: **6,090**

Current State Risk Assessment

Importance of Digitizing Paper Records and Processes: While still common, paper records are vulnerable to being destroyed by earthquakes, floods, wildfires, and other calamities. According to a study published in the International Journal of Information Management, physical documents are vulnerable, and the loss of such information could seriously impair the administrative capabilities, historical archiving, and important services provided by counties and municipalities. Additionally, digitized documents, according to the National Archives and documents Administration (NARA), provide better accessibility, efficiency, and long-term cost-effectiveness in addition to improved security against disasters.

Potential Losses from Non-Digitization

Wildfire and Natural Disasters: Unforeseen circumstances such as fire and other natural disaster activity has at times caused a devastating impact on the communities and their administrative systems. Maintaining and accessing crucial government administrative records can not only assist the community and expedite relief efforts but is essential in maintaining the City’s historical narrative.

Environmental Hazards and Pest Damage: Documents stored in physical format may become susceptible to damage by heat, moisture, or pests such as silverfish and rodents. The impacts of such hazards may render documents inaccessible due to health concerns or cause irreparable damage to vital documents.

Security Threats and Human Error: Documents stored in physical format are vulnerable to theft, vandalism, and arson amongst environmental concerns. Maintaining all records in digital format in an electronic content management system allows for well-maintained security to efficiently safeguard critical documents. Additionally, human errors, such as misplacing important documents, also present a threat and have wide-ranging consequences. Creating a uniform digital record will prevent such negative consequences and improve efficiency of access.

Recommendations:

1. **Develop a Statement of Work and Project Plan**
    a. UBEO will develop a Statement of Work to establish the foundation of the digital transformation effort for City of Banning.
    b. We will use a collaborative approach to develop a detailed project plan and establish expectations for project implementation and duration. We will include details on deliverables, timeline projections, define milestones and establish reporting measures.
2. **Digital Conversion:** Initiate a comprehensive digital conversion process to transition from paper-based to digital records for applicable files. This should involve scanning and digitizing all boxed records as well as wide format rolls. The objective of this digital transformation should move towards the departmental goals of improving efficiency, laying groundwork towards workflow automation, and reclaiming and saving future space previously dedicated to storing physical files.
3. **Digital Migration:** Initiate a comprehensive digital migration process to securely migrate all existing digital records to a singular electronic content management system that can integrate current practices and provide further development towards workflow automation.
4. **Phased Implementation:** Project implementation should prioritize high-frequency files and will ultimately be determined by the volume of physical files to be digitized and digital files to be migrated. Following a secondary assessment, a detailed project plan will be generated through a collaborative approach.
5. **Software Selection:** UBEO Business Services specializes in **Electronic Content Management** solutions. We can provide recommendations for the most suitable and effective for *your city’s needs* related to access and security. Additionally, we can implement workflow automation features for common processes to improve efficiency and reduce manual handling of files in current state and move towards day forward digitization practices.

UBEO Business Services partners with many organizations with regards to Converting paper and media to digital as well as implementing and supporting software solutions. UBEO provides a solid solution for the management of both hardcopy and softcopy documents. This expertise benefits our clients on every level. UBEO’s goal is to be a valued partner and consultant for the City of Banning. UBEO is large enough to handle enterprise-wide support and small enough to respond quickly to a client’s needs. The best of both worlds.

6.2 Color Images Note

With past experience most content in black and white is adequate for archival purposes. If there is a large quantity of color, the cost estimate may be updated. For infrequent corrections of color, it is typically included. All contents can be scanned in color if preferred as well. *For example, most Building, Engineering and Housing will be in black and white and Planning will be ‘color for color’.*

UBEO has provide both Black/White & Color Scanning for options. Please note color scanning for (standard & wide format) significantly decreases the rate of throughput/overall project productivity. Please see the wide format pricing should you choose color.

6.3 Metadata / indexing Note

UBEO will include box level indexing at no cost to the City of Banning. (Box Level = 1 name for all contents of each box). Additional indexing for each file/department will be provided *per City of Banning*. Index /field rates below.

6.4 Cost Breakdown for Conversion

Line Item	Est. Quantity	Cost Per	Total Est. Price
Scan and convert various sized documents (8 1/2" x 11", 8 1/2" x 14", *up to 11" x 17"*) in 600 DPI Black/White	423,060	$0.084/image	$35,537.04 (Based on Department Estimates)
Scan and convert various sized documents (8 1/2" x 11", 8 1/2" x 14", *up to 11" x 17")* in 600 DPI Greyscale or Color	As needed	$0.10950/image	$0.00
Scan and convert large (wide format) *11 X 17 or larger* format image in *600 DPI*	6,090	$1.55/sheet	$9,439.50 (Based on Department Estimates)
Total Cost for Conversion			**$44,976.54**

6.5 Cost Breakdown for Metadata

6.5.1.1 Folder Level Attributes Examples:

- **Folder Name**
  - For example: If the outside label states "John Doe #####-##" we will use that entire label as the folder name. ***Preserve all data in a form identical to, or functionally equal to, the original record.***
  - If there are Project Names/Type, we can capture that. ***Provide a unique file name for each scanned image, which will be provided by the City and ensure all documents in each file are organized appropriately and pertain to the title of the file.***
  - If the content is simply a binder, with no tabs, the entire file name of the binder will be inputted.

6.5.1.2 Document Level Attributes:

- Preferably UBEO will try and keep files combined for archive files. Splits based upon tabs can be made. Depending on the content type, we will negotiate further on index data. ***Any index data requested can be met for successful import into the City's Laserfiche EDMS***.

6.6 Box level only metadata.

If the project requires box level metadata – 1 name for all files in boxes, metadata will be included.

Line Item	Est. Quantity	Cost Per	Total Est. Price
Box Level Only	Included	Included	Included
Folder Level Only	TBD	$50/hr.	TBD

6.7 Additional Metadata

Per metadata field, indexing WITHOUT an electronic file level inventory or lookup database table.

Line Item	Est. Quantity	Cost Per	Total Est. Price
Database lookup	Included	Included	Included
Metadata	TBD	$50/hr.	TBD
Total	**TBD**		**TBD**

Each project is different, and this will be adjusted to be accurate. If there is a database or a key index file, costs will be reduced or be eliminated.

6.8 Specialized Staff

UBEO has a team of specialized staff such as Infrastructure Architects, IT Specialists, Project Managers, etc. This team can be available to assist the city with additional projects and estimates provided based on needs. As further projects are discovered, the prices may be reduced or changed.

Line Item	Est. Quantity	Cost Per Hr.	Total Est. Price
BPO Production Manager (manages the staff, oversees the project staff, and checks quality etc.	Included	$150.00	Included
Document Preparation	Included	Included	Included
Box Inventory Specialist	Included	Included	Included
Project Management (managing project, biweekly meetings, regular updates, throughout the period)	Included	$150.00	Included
Document Reassembly - Binders	100/estimated	$6.00/per binder	$600.00
Staff onsite to pack boxes and prepare file level manifest.	3 – 4 business days.	$50 /hr.	TBD

Packing - Creation of a box level manifest	Included	Included	Included

When UBEO Business Services packs the files, our team will mark the boxes based upon the order files are taken. Such as A – B for files with the name A to B, and this is included in our box level manifest. However, if a physical file by file manifest is desired, it will be an additional charge per file.

6.9 Cost Breakdown for Courier Services & Special Requests

Line Item	Est. Quantity	Cost Per	Total Est. Price
Document Destruction (Per Box)	TBD	$7.00 std	TBD
Large format Destruction (Per Box) *	TBD	$65 WF Box	TBD
Logistics and Transportation/cost per trip. **	TBD	$750.00	TBD

** UBEO estimates (10) sheets per roll and (25) rolls per box.*

***UBEO will work with City to maximize transportation efficiency. Logistics cost can vary depending on frequency and quantity. Cost above includes up to (4) pallets.*

6.1 Combined Costs

Line Item	Total Est. Price
Conversion	$44,976.54
Document Reassembly – Binders	$600.00
Logistics and Transportation	TBD
Destruction / Courier Services	TBD
Estimated Total	**$45,576.54**

**Above is based upon information provided in RFP.*

UBEO will provide departmental billing and services are transactional, and you will only be billed for what is processed.

UBEO will work with the city if additional time is needed for planning and budgeting. We are experts in managing projects, timelines, productivity and delivering professional conversion services. We look forward to meeting with you to discuss the combination of your digital transformation goals and our services for a winning outcome!

Thank you for the opportunity to earn your business – we look forward to the next steps!

Sincerely,
UBEO Business Services Team

Nick Sabatini

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 agreed upon with the City.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.



REQUEST FOR PROPOSAL FINDINGS AND RECOMMENDATIONS SCANNING AND INDEXING SERVICES RFP-24-062 CITY OF BANNING, CA

Response From:
UBEO Business Services
7076 S Revere Pkwy
Centennial, CO 80112

RFP Respondent's Point of Contact:

Nick Sabatini
Telephone: 650-400-5966
Email: nsabatini@ubeo.com

Response To:
REQUEST FOR PROPOSAL
SCANNING AND INDEXING SERVICES RFP-24-062
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RFP's Point of Contact:
Attention: Barbara Mason, Purchasing Manager
Telephone: 951-922-3121
Email: bmason@banning.gov

1 Executive Summary

The City of Banning is soliciting proposals from qualified document scanning companies with experience in document scanning conversion. The selected company should be highly collaborative in their approach and execution of the project.

UBEO: Expertise in Document Management Solutions

UBEO Business Services offers a proven track record in document scanning and management. With 26 years of experience and recognition as a Laserfiche Platinum Value-Added Reseller (VAR), we are well-equipped to deliver exceptional service and results. In addition to our expertise in commercial accounts, we specialize in government agency environments. We have extensive experience helping clients transition from paper to digital files, thereby improving data accessibility, storage security, and overall workflow.

Seamless Integration and Secure Storage

Our team is skilled at integrating digitized files with your existing systems, ensuring a smooth transition. We offer various secure storage options for your digital documents, including DVDs, USB drives, and encrypted hard drives. Moreover, we excel in delivering Briefcase imports and QuickFields sessions for our clients, ensuring efficient and accurate data processing.

Highly Qualified Team Dedicated to Your Success

At UBEO, we believe our people are our greatest asset. Our team boasts professionals with advanced degrees (doctorates), certified project management skills (PMP), and centuries of combined experience in document conversion services. Additionally, we have offices and a local team in Southern California to provide you with personalized support.

Streamlined Project Management

We utilize Smartsheet, a project management platform offering real-time updates, comprehensive dashboards, and efficient project supervision. Prior to project commencement, we establish a chain of custody to ensure the security and integrity of all documents throughout the process. This chain of custody is seamlessly integrated with our project management system to maintain full accountability and transparency.

These tools will enable all departments at the City of Banning to seamlessly request documents and track the project's progress. Our scan on demand service is designed to provide the requested documents within 5 to 24 hours, ensuring timely access to critical information. By offering up-to-date tracking and regular updates, we ensure the project remains on budget and on schedule.

Partnering for a Successful Digital Transformation

UBEO is committed to making your transition to a digital document management system smooth, efficient, and cost-effective. We take necessary steps and utilize specialized equipment and policies to preserve document integrity, especially when scanning older documents during the transformation process.

Our team is dedicated to ensuring the highest standards of quality and accuracy. We look forward to partnering with the City of Banning on this important initiative. Our team is ready to listen, collaborate, and adapt to meet your specific needs and ensure the project's success.

We have included our draft “RFP Findings and Recommendations” (FRD) with the cost proposal to begin to share our methodology and approach.

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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 39

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1.1 V. Vendor Questionnaire

1.1 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.

UBEO Understands and acknowledges RFP outline.

2 V.B Proposal – (A.) Statement of Understanding and Approach

2.1 IV. Scope of Work

2.2 IV.A Document Preparation: Consultant Shall Prepare Documents For Processing

2.3 IV.C Document Dimensions

2.4 IV.I Location of Services

A. Imaging (Scanning):

1. Consultant shall coordinate the pick-up of records. Prior to pick-up, the City shall index records including the list of contents and scanning instructions.
2. Records may not leave the State of California. No national or international services are permitted under the contract award.

B. Document Retrieval:

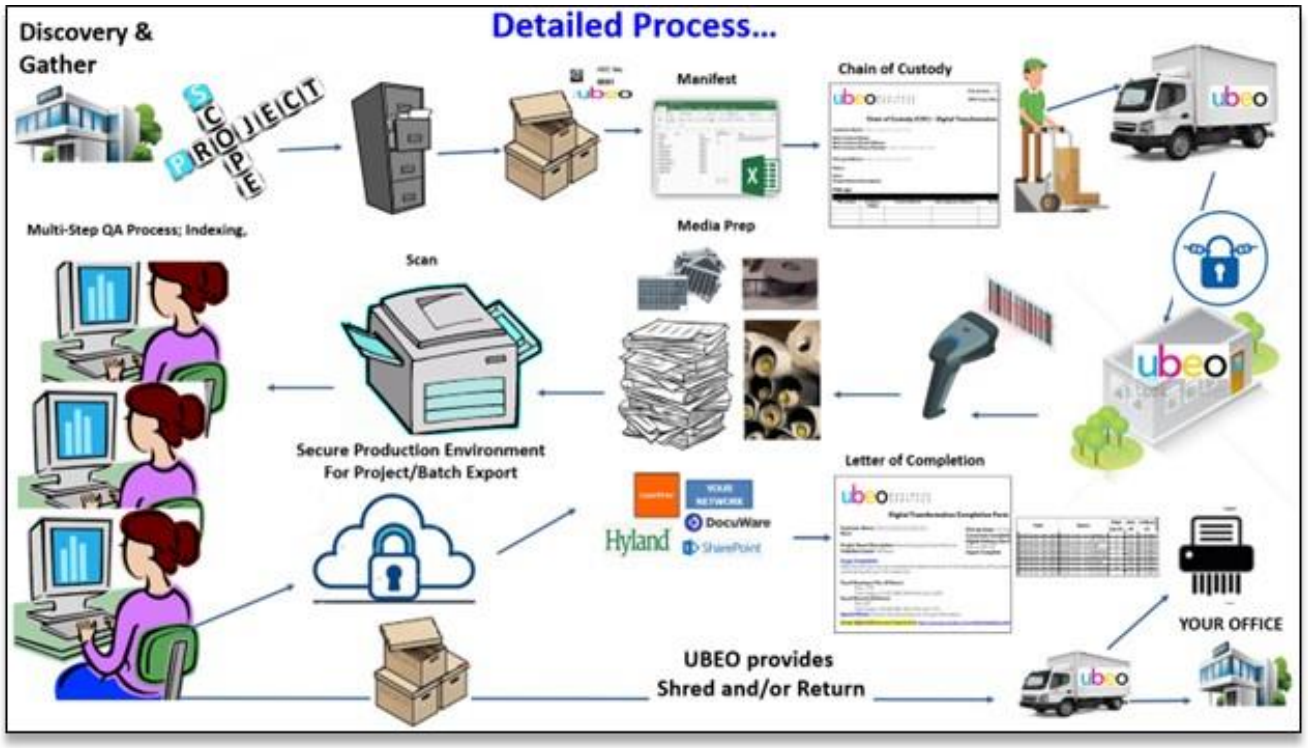
1. The City shall have access to all City documents in the Consultant's possession upon request.
2. The Consultant shall respond to the City's requests for documents with 24 hours of the request and the Consultant shall provide the original document or digital image within 24 hours of request.

C. Document Security

1. A chain of custody will be established prior to the first pick-up.
2. All documents will either be drop-off or pick-up at the contractors location or City of Banning. No other locations are authorize without the approval of the city to ensure the documents are only handed by city or contractors staff and not by any 3rdparty. The images will remain on the contractors secure servers until they are transferred to the City. No third party will have access to any part of the city information (hardcopy or digital).

UBEO Understands.

UBEO West manages all projects within the State of California in-house, without the involvement of any third parties.



UBEO Business Services is pleased to present this proposal to the City of Banning for the digitization of your significant paper records. Our project understanding and executive summary outlines our comprehensive approach towards this transformation, centered on accuracy, security, and accessibility of your essential data.

In this proposal, we emphasize:

Our understanding of your unique needs, City of Banning is requesting a proposal for Digital Transformation which consists of conversion of various physical paper documents being scanned, Plans and Boxes of standard size paper and large-format documents that were provided in attachments: (B) Public Works – Planning Department, (C) Public Works – Engineering Department, (D) Water – Wastewater Department, and (E) Community Development Department for City of Banning. File folders may contain, but are not limited to, flat, folded, or bound documents of varying sizes from business cards, index cards, photographs, and plans up to 36”x48”. Plan rolls will vary in size from under an inch to 12” or more in diameter and file size from finished multi-page images shall not exceed 25 megabytes. Should multi-page file exceed the 25-megabyte limit, file shall be divided into smaller components. Documents contain a mix of black and white and/or colored pages.

- **UBEO will scan all paper documents and then will store and hold original documents for an agreed upon time by the City.** Once the City of Banning formally accepts electronic files and signs off on project completion. UBEO will then coordinate with the City to return content as it was received. **UBEO Business Services offers destruction services with a certificate of completion** as well should the City choose alternative options for some content.
- **Our proficient team**, led by seasoned professionals, leveraging our broad experience in document management, enhanced with notable qualifications such as Project Management Professional (PMP) certification and Government Archives and Records Administration (GARA) certification.

- **Laserfiche Repository:** We recognize the need for delivery to your existing system. Our team has the technical know-how to ensure a seamless integration, thereby facilitating the accessibility and administration of digitized documents.
- **Detailed Work Plan** that includes document preparation, scanning using production scanners, stringent quality assurance, precise data entry, OCR for searchable text, and careful migration to your Laserfiche EDMS.
- **Pick-Up Coordination:** We understand the importance of coordinating efficiently with the City of Banning to establish approved dates and times for the pick-up of items to be scanned. **Our team will work closely with City officials to accommodate their schedules and ensure a seamless pick-up process.** Clear communication channels will be established to facilitate any necessary adjustments to the pick-up schedule and to address any concerns promptly.
- **Inventory Management and Tracking:** UBEO will implement a comprehensive process for managing inventory and tracking all plans and documents throughout the scanning process. **Each box will be carefully logged upon receipt at our facility, assigned a unique identifier, and tracked through every stage of the digitization process.** Regular audits and quality checks will be conducted to maintain accuracy and accountability, with detailed records kept to provide transparency and traceability.
- **Proposed Schedule of Processing Phases:** We will provide a detailed schedule outlining the proposed processing phases and the anticipated date of completion for the entire project. This schedule will be developed in consultation with the City to ensure alignment with their priorities and deadlines. Milestones and key deliverables will be clearly defined, allowing for progress monitoring and effective project management. Flexibility will be built into the schedule to accommodate any unforeseen challenges or changes in project scope.
- **Document Retrieval Request Process:** City personnel will have access to a user-friendly request portal or contact point where they can submit their requests. **Upon receipt of a request, our team will expedite the retrieval, digitization, and delivery process, ensuring timely access to the requested materials**. Our recommended document retrieval request process will prioritize efficiency and responsiveness, aiming to return **digital versions of requested documents to the City within 5 hours to 24 hours.** Regular communication will be maintained with the City to provide status updates and address any concerns promptly.
- **Reassemble for Return of Plans and Documents:** Upon completion of scanning, our team at UBEO Business Services will place papers back in folders/boxes in their original order. This ensures that the original order of files received is maintained. **Our team will ensure that the digitized materials are returned in their original order and condition, with appropriate packaging and labeling to facilitate easy identification and handling.** We will coordinate closely with City personnel to schedule the return and ensure a smooth transition back into City possession.

- **Return:**
  UBEO will work with the City for delivery, pickup & return schedules. UBEO can hold your content in our warehouse for up to 45 days after each digital delivery unless the City would like an alternative schedule we could accommodate.

- **Transportation:** Our secure, climate-controlled vehicles will transport the securely packaged and reassembled documents back to the City of Banning or designated location.

- **Verification:** Upon delivery, our team will provide a circular chain of custody and verify the pickup – delivery.

- **Our Commitment:** to adhere to the proposed timeline, ensuring seamless delivery without compromise on quality.

We firmly believe in not only providing successful project completion but also offering valuable insights that could enhance your future document management practices. Rest assured, we aim to provide a closing experience that is as smooth and efficient as every other step in our work plan.

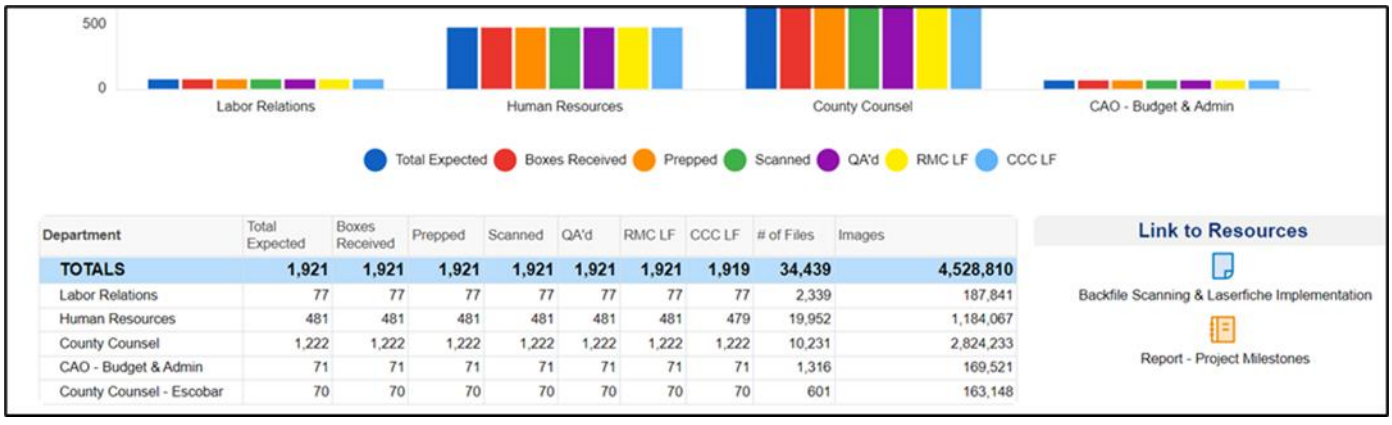
Our strategy commences with an onsite assessment, The initial aspect of our project's inception consists of a comprehensive briefing with The City of Banning. This step is essential for our mutual comprehension and alignment regarding the project's objectives, deliverables, and schedule. We conduct an in-depth analysis of your requirements and the scope of the project in order to formulate a strategic plan that suits your needs the most effectively.

During the orientation, we will acquire a thorough understanding of the current condition of your physical documents and identify potential obstacles that may arise during the course of the project. In addition, our team will familiarize itself with the operating environment, security protocols, and any task-specific operational procedures.

Following the initial orientation, We firmly believe that routine and open communication can streamline operations and nurture a prosperous partnership. Throughout the duration of the project, our project manager and BPO Production Manager will maintain regular, scheduled communication with your team. UBEO utilizes Smartsheet for our projects providing client ***complete visibility*** of project status, milestones, tasks, time projections and more. UBEO will customize per The City of Banning goals.

In addition, your UBEO team will provide the below:

- **Biweekly Updates:** A detailed email will be sent to keep you abreast of the steps scheduled for the following weeks as well as the progress made during the previous weeks. This will encompass all



Department	Total Expected	Boxes Received	Prepped	Scanned	QA'd	RMC LF	CCC LF	# of Files	Images
TOTALS	**1,921**	**1,921**	**1,921**	**1,921**	**1,921**	**1,921**	**1,919**	**34,439**	**4,528,810**
Labor Relations	77	77	77	77	77	77	77	2,339	187,841
Human Resources	481	481	481	481	481	481	479	19,952	1,184,067
County Counsel	1,222	1,222	1,222	1,222	1,222	1,222	1,222	10,231	2,824,233
CAO - Budget & Admin	71	71	71	71	71	71	71	1,316	169,521
County Counsel - Escobar	70	70	70	70	70	70	70	601	163,148

Link to Resources

Backfile Scanning & Laserfiche Implementation

Report - Project Milestones

aspects of the project, including document preparation, scanning, quality assurance, optical character recognition, migration, and other tasks according to the project schedule.

- **Scheduled Meetings:** The purpose of these meetings is to review progress, provide updates, resolve any issues, and plan the next steps. Daily, weekly, or biweekly meetings can be scheduled according to your specifications.

- **Meeting Minutes:** Following each meeting, we will provide a concise yet thorough summary of what was discussed, decisions made, and next steps. This ensures that everyone is on the same page and can refer back to key points as necessary.
- **Methodology Updates:** As we progress through the project, we may identify areas where adjustments to the methodology could improve results. These modifications will be extensively discussed with you and implemented only with your approval.
- **Dashboard Access:** We will build a customized Dashboard in Smartsheet that will allow you to easily request files, see project updates, meeting minute notes, and more. ***This dashboard will also show the current progress of the past milestones, and how much has been processed to help keep you (the client) on budget!***

Our ultimate goal is to ensure that our operations are transparent and to maintain your participation and contentment throughout the duration of the project. We believe this level of communication is crucial for delivering a project that not only meets, but exceeds, your expectations.

To ensure the successful Digital Transformation, a well-defined team structure is essential. The recommended team structure will include both City of Banning personnel and UBEO Business Services staff, each with clearly defined roles and responsibilities. This collaborative approach will ensure all aspects of the project are effectively managed and executed.

Recommended Team Structure

1. *Project Steering Committee*

Role: Provide overall project governance, strategic direction, and decision-making authority.

Members:

- **City of Banning Representatives:**
    - Senior Executive Sponsor (e.g., CIO or Department Head)
    - Senior Department Managers
- **UBEO Business Services Representatives:**
    - Senior Project Manager
    - BPO Manager
    - BPO Facilities Director
    - ECM Manager

Responsibilities:

- Approve project scope, objectives, and key deliverables
- Monitor project progress and resolve high-level issues
- Ensure alignment with City and UBEO strategic goals

2. *Project Management Team*

Role: Oversee day-to-day project activities, coordinate between teams, and ensure project milestones are met.

Members:

- **City of Banning:**
    - Project Manager
    - Assistant Project Manager or Project Coordinator
- **UBEO Business Services:**
    - BPO Manager
    - Project Manager

Responsibilities:

- Develop and maintain project plans and schedules
- Coordinate resources and tasks
- Manage project risks and issues
- Communicate project status to stakeholders

3. *Technical Implementation Team*

Role: Handle the technical aspects of Laserfiche Briefcase Import and Quickfields session, including system configuration, integration, and testing.

Members:

- **City of Banning:**
    - IT Infrastructure Specialist
    - Database Administrator
    - Security Analyst
- **UBEO Business Services:**
    - Project Manager
    - Laserfiche Solution Architect
    - Technical Support Specialist

Responsibilities:

- Configure and import

- Integrate with existing City systems
- Ensure data migration accuracy and completeness
- Implement security measures and protocols

2.5 IV.F Document Indexing and Quick Fields

A. All records shall be named and indexed according to conventions determined by the City. Fields may change based on the document type.
B. Consultant shall be required to structure the indexes in a text file to meet Laserfiche import format.
C. The City shall provide detailed instructions for each project.
D. Consultant shall implement "Quick Fields" application allowing for automatic entering of indexed fields which follow electronic document management system templates in Laserfiche.
1. For Example.
    1. Naming Scheme (Indexing)
        1. Folder Tab/Name
        2. If not folder, Document/Binder title or Type.
    2. Plan Set Naming Scheme (Indexing) On Tag
        1. Project Name
        2. Most Recent Date
E. The Consultant will produce a Pilot or sample to each Department to insure Indexing (Folder Structure & File Naming) for process approval from City of Banning prior to producing entire collection

UBEO Understands and Agrees.

Classification

This step is crucial for our shared understanding and agreement on the project's goals, outcomes, and timeline. Preparation Classification (Identification) and Sorting of Documents, The next step involves classifying, prioritizing, and categorizing documents to be scanned. This procedure guarantees the efficiency of the digitization process and facilitates navigation of the digital archive.

We will create a well-defined, mutually-agreed-upon sorting and pick-up strategy for your documents that is compatible with organizational **schedules**, **deliveries, and parking**. This collaborative procedure will ensure precision and facilitate a more seamless system integration. By involving all relevant parties in the review and approval of the classification and categorizing strategy, we ensure consensus on the project.

UBEO Business Services recommends classifying at the file level or entire box level.

1. ***Standardized Formatting Guidelines:***
    - We will develop comprehensive formatting guidelines to ensure consistency across all digitized documents. This includes specifications for file format, resolution, and any other relevant parameters to maintain uniformity and readability.

2. ***File Naming Conventions***:
    - Our team will work with the City of Banning to establish clear and intuitive file naming conventions to facilitate easy identification and retrieval of documents. This may include

incorporating relevant metadata such as project name, document type, date, and other identifying information into the file names.

3. ***Indexing Workflow Process:***
    - We will establish a structured indexing workflow process that outlines the steps involved in categorizing and tagging digitized documents.

4. ***Utilization of Data Tables and Lists:***
    - Our team will leverage data tables and lists to create a standardized set of indexing criteria. This may include tables for project names, document types, permit numbers, and other relevant metadata. By utilizing pre-defined lists, we can ensure accuracy and uniformity in indexing across all documents.

5. ***Quality Assurance and Validation:***
    - To maintain data integrity and accuracy, we will implement quality assurance measures to validate indexed information against the master database. Any discrepancies or inconsistencies will be promptly addressed and resolved to ensure the reliability of the indexed data.

6. ***Automatic Capture and Indexing:***
    - We will deploy advanced document capture technologies, such as Optical Character Recognition (OCR) and Intelligent Document Recognition (IDR), to automatically extract 'clear handwritten text' and metadata from digitized documents. This automated process ensures efficient and accurate indexing of documents without manual intervention.
    - Metadata extracted through automatic capture will be used to populate indexing fields, including project names, document types, dates, and other relevant information. This streamlined approach minimizes the need for manual data entry and reduces the risk of human error.
    - Our team will configure the document capture system to recognize and classify documents based on predefined rules and templates. This ensures consistent and standardized indexing across all digitized documents, enhancing searchability and retrieval efficiency.

Physical Preparation

Once an identification strategy has been agreed upon, we move on to the physical preparation of documents. This phase entails preparing the physical documents for scanning by removing physical obstructions such as staples, bindings, paper clips, and other impediments.

Our team manages this process meticulously, preserving the original documents' integrity while preparing them for digitization. Aged or fragile documents will be handled with special care to prevent damage. This preparation guarantees a smooth scanning process, enabling the production of digital copies that are of high quality, clear, and readable.

The physical preparation phase is a meticulous procedure that sets the stage for a successful digitizing process and lays the groundwork for a seamless transition from paper-based documents to an entirely digital archive.

UBEO Production centers are supervised by onsite BPO Production Managers that monitor every step of the process. Our facilities are equipped to meet all security requirements and compliance.

- **Document Inspection:** The first step of the procedure involves a comprehensive examination of all documents. This will assist us in comprehending their current condition and identifying any potential obstacles that may arise during the scanning procedure.
- **Poor Original Image Quality:** *These documents will be noted and a disclaimer cover page indicating poor original quality will be included with the scan*.
- **Removal of Bindings:** To prepare the documents for the scanning procedure, all staples, bindings (Velo), paper clips, coil binders, fold-over tab binders and other physical attachments will be removed.
- **Sticky Notes:** Attached sticky notes will be meticulously removed, reapplied to the back of the respective documents, or placed on a new sheet of paper. This ensures that no original text is obscured during the digitizing process.
- **Folder Preparation:** On the Manila folders, any notes or essential information can be preserved. If necessary, the team can remove the folder dividers and any accompanying notes to ensure that this information is captured during scanning. *We can cut the folders to ensure they're scanned with the entire process.*
- **Flattening Content:** Curled (dog ears) or crumpled pages will be carefully flattened in order to assure high-quality scanning.
- **Document Repair, "Non – Reflective Tape":** Damaged documents, including shredded pages, will be repaired to an extent to ensure the digital copy maintains the document's integrity.
- **Special Treatment for Fragile Documents:** Older, delicate, or fragile documents will be handled with special care to prevent further harm during the preparation and scanning process. Our team will mark these contents separately, to ensure we use them on a scanner that is gentler with fragile work.
- **Box Monitoring:** Each document or document collection will be monitored to ensure that no documents are misplaced or lost during the preparation process. This monitoring will happen throughout the project.

**If a record file contains no pages, we will add a disclaimer cover page and notify the city.*

2.6 IV.D Document Imaging (Scanning) Specifications

1. The City's originals are NOT to be altered in any way. All images are to be representative of the original records.
2. Blank pages (with no text or image) are to be eliminated.
3. Black borders shall be removed.
4. Scan all documents at a minimum of 600 dpi with Auto-Color PDF images (only) for all departments. Each document, binder or file will be output as a multipage PDF.
5. Images shall be de-skewed to the best possible alignment and auto-rotated (in readable format) in Laserfiche.
6. Images are to be de-speckled to the degree that will afford improved readability but not erase characters.
7. File size from finished multi-page images shall not exceed 25 megabytes. Should multi-page file exceed the 25-megabyte limit, file shall be divided into smaller components.
1. Blueprints/plans can exceed this size limit since we want to maintain the document's quality. Other documents may be tagged that will override the 25 megabytes limit. The

department rep will indicate which documents will exceed this requirement during the project.
8. Quality inspection of documents shall occur at the time of scanning.
9. Illegible images shall be rescanned by the Consultant at no charge so that the document is as legible as the original.

UBEO Understands.

Scanning and Digital Conversion
After the document preparation phase is complete, our highly trained team members will load the prepared documents into our cutting-edge production scanners. To ensure the acquisition of high-quality, clean images, our staff have received extensive training in the maintenance and cleaning of scanners, as well as the detection of potential scan lines. We use a combination of automated software and manual inspections to ensure that each page is accurately and thoroughly captured. All pages will be scanned in, and in the end merged to a multi-page *document in a tiff, pdf, or a preferred format per the City of Banning*.

We comply with industry standards by scanning all documents at a resolution of 300 dpi and in accordance with standards set by the American National Standards Institute (ANSI) and Association for Information and Image Management (AIIM). **Per the City of Banning all documents will be scanned at 600 dpi.** This, combined with our optimized gamma, brightness, and contrast settings, produces a black-and-white output that is crisp and readily readable. To ensure efficient storage of older content, we recommend keeping photographs in black and white for archival documents and infrequently accessed files. However, we can modify this dependent on the needs of the client.

Special Document Handling (Large Format, Fragile Items, etc.), For **large format or fragile documents, we handle them with extra caution and utilize specialized scanning equipment to guarantee that they are digitized accurately.** Depending on the condition and quantity of each special document, the optimal digitization method is determined. In certain instances, this may entail scanning on a flatbed scanner.

Wide format (large format) contents will be scanned on a specialized scanner with sensors made to handle the larger content.

Optimized Configuration and Quality Assurance, we employ **border removal and deskewing techniques** to ensure that the scanned image is as accurate to the original as possible and to improve the effectiveness of the Optical Character Recognition (OCR) process further down the line. Our scanners are endowed with **double-feed detection technology to ensure that no content is lost when scanning in duplex mode. In addition, we use technology to eliminate any blank pages**, followed by a manual (human) check to ensure that no content has been omitted inadvertently. ***UBEO will keep a log of items that do not produce OCR text and inform the City of Banning upon discovery.***

Post-Scanning Quality Verifications, after each page of a document has been digitized, our specialized QA team examines each page. Our scanning team conducts a preliminary check during the scanning process. During this post-scan QA step, we take a more thorough evaluation to ensure that no discrepancies were overlooked.

UBEO will work with The City's Information Technology Department Staff to understand their preferred methods of data transfer to the Laserfiche EDMS. We will comply with the City's security and compatibility standards and configure the chosen delivery method outlined in the RFP which requires **a hard drive for each department.**

2.7 IV.H Quality Control

1. Consultant shall ensure digital entries accurately match the scanned hardcopy record at the time of scanning and ensure the appropriate references are in place. Consultant shall provide ongoing quality assurance/quality control (QC/QA) and review of records indexed.
2. The City desires the option to destroy some or all original documents scanned, thus the quality of scanned documents and diligence of quality control must be superior. Consultant will provide ongoing quality assurance/quality control (QC/QA) review of records scanned.

UBEO Understands.

UBEO also offers secure document destruction services, which include a certificate of completion to ensure proper documentation and compliance.

The QA staff executes the following tasks:

- ***Thorough Page Review:*** Examine each digitized *document page by page to ensure there are no errors and omissions* and that all documents were scanned appropriately.
- ***Blank Page Verification:*** During the scanning process, technology is used to automatically eliminate any vacant pages. To ensure that no content is omitted inadvertently, **our QA team examines all removed "blank" pages.** If significant content is discovered, these pages are added back to the digital file.
- ***Legibility Checks:*** Ensure the legibility of each scanned document by looking for text that is obscured by sticky notes, creases, or other physical damage. Our team will address these issues to improve readability.
- ***Resolution and Quality Checks****: Each image undergoes checks for resolution, clarity, skew correction, and* ***elimination of borders to ensure that the digital version is an accurate representation of the original.***
- ***Process of Verification and Validation*****:** Our quality assurance procedure concludes with the verification and validation of the digitized documents. This includes randomly comparing the digital files to the original documents to ensure the digitization process was accurate and thorough. This rigorous verification and validation procedure ensures a near-zero error rate, delivering digitized documents that are accurate representations of their original counterparts.
- ***Validation for Errors and Omissions:*** After completing the process of quality assurance, we move on to data entry and indexing. In accordance with your specific requirements and instructions, our data entry team enters the necessary data into the document management system. This data could include that we agree on at a later time. This data can be the folder names, box name, and other pertinent information to help with easy file retrieval.

To ensure the accuracy of this crucial stage, another team member cross-checks the data entered against the original document, fostering a culture of accountability and precision. This system further ensures that

our data entry process has a near-zero error rate. Once the indexing is completed, a supervisor verifies the data entered and checks it for quality issues, spelling mistakes, and performs a final quality check.

2.8 IV.E Optical Character Recognition (OCR)

A. All text records must be OCR'd and the OCR files delivered with the images. The OCR is to be delivered with a native within the image.

UBEO Understands.

- ***OCR Process Review:*** After the document images have been scanned, indexed, and subjected to our stringent quality assurance procedure, Optical Character Recognition (OCR) is performed. OCR is a powerful technology that converts various document formats, such as scanned paper documents, PDF files, and digital camera images, into searchable data. Our procedure begins by applying advanced OCR software to scanned images. *This software identifies and converts the text within each document into digital text. It effectively "reads" the text from the image and converts it into text data that can be searched.* Our technology also attempts ICR (Intelligent Character Reading) to try and decipher human handwriting. For clear human handwriting it will be available to be searched.

- ***Quality Control for OCR Output:*** To guarantee the accuracy of our OCR output, each document undergoes an additional level of quality assurance. ***Our devoted staff compares the OCR output to the original image in order to identify and remedy any discrepancies.*** This assures a high level of precision in the text data output, making the documents fully searchable and significantly more useful than static images.

- ***Overcoming OCR Challenges:*** OCR is a powerful instrument, but it is not without its difficulties. Poor-quality originals, intricate page layouts, messy handwriting, and uncommon fonts can result in less-than-perfect OCR results. However, ***we constantly train and retrain our OCR software, and work with OCR vendors to improve results. We're confident we have the best OCR technology on the market at this time.***

In addition, we are dedicated to the ongoing enhancement of our OCR capabilities, routinely updating our software, and training our staff in the most recent OCR techniques. This ongoing commitment enables us to deliver consistently high-quality results, regardless of the task's complexity.

2.9 IV.G Importing of Data

(1) The scanned pdf images and a text file which will include the index values will be delivered on a hard drive for each department.
(2) The index values must be formatted to successfully import into Laserfiche.

UBEO Understands.

UBEO is a Laserfiche Platinum VAR with 26 years of experience.



2.10 Preparation for Migration

Preparing the scanned, indexed, and OCR-processed data for transmission is the initial step in the migration process. Our team meticulously organizes all files and documents in accordance with the client's existing Laserfiche file structures or a structure proposed to meet the client's requirements.

Our software migration procedure begins with a thorough examination of the associated metadata for each document. This metadata, gathered during the scanning and indexing phases, is utilized to structure and organize digital files in accordance with system requirements.

After the files have been structured, our software generates a highly compatible file format that can be easily imported. This expedites the migration process and reduces the likelihood of errors or compatibility issues.

1. **Selection of Test Documents:**
    - **We will collaborate with the City to select a representative sample of documents for inclusion in the test set for each department per the City of Banning.** These documents will encompass a variety of types, formats, and content to adequately assess the digitization process's performance across different scenarios.
2. **Scanning and Indexing Process:**
    - The selected test documents will undergo scanning using the designated equipment and settings. Concurrently, metadata indexing will be applied based on predefined criteria to simulate the full production process.

3. **Validation of Search and Retrieval:**
    - The test sets will be uploaded into a testing environment, where functionality such as search, and retrieval will be evaluated. This ensures that users can effectively locate, and access documents based on indexed metadata, validating the searchability and usability of the digitized content.

4. **Feedback and Iteration:**
    - Feedback will be solicited from stakeholders, including City personnel and IT staff, regarding their experience with the test sets and any areas for improvement identified. Based on this feedback, iterative refinements to the digitization process will be implemented as necessary.

2.11 Validation, Post-Migration

After the migration is complete, we undertake a post-migration validation to ensure that all documents were transferred accurately and are indexed correctly in the new system. This requires a thorough comparison of the transferred files to the original document inventory. To ensure the integrity and exhaustiveness of your digital archives, all discrepancies are resolved expeditiously.

2.12 Resolution Steps and Responsiveness

UBEO acknowledges that in every project, issues and challenges may arise. Responsiveness and efficiency in addressing these issues are crucial to project success. Here are our outlined resolution steps:

2.13 Regular Communication and Project Meetings

Proactive communication is a key component of our project management approach. Our Project Manager and the BPO Production Manager will maintain regular communication with the designated point of contact at the City of Banning.

In addition to formal project meetings, we will ensure a constant line of communication for any immediate concerns, questions, or suggestions. **This communication will take place through various means such as email, phone calls, or instant messaging, as per the preference of the City of Banning.** The aim is to ensure that the client is always aware of the project's status and any developments. By promoting an open and proactive communication environment, we aim to foster a collaborative relationship that aids in the project's successful execution.

2.14 IV.K Damage To Records

1. Any damage to City records, or other issues, irregularities, difficulties, or challenges shall be reported immediately in writing, via email.

UBEO Understands.

2.15 Issue Identification, Reporting, and Responsiveness

In the event of any issues during scanning, indexing, OCR, or data migration, our team has a robust system for issue identification and reporting.

Issue Identification: Our quality assurance process is designed to catch any issues promptly, and our project team is trained to be attentive to any potential problems that might affect the quality of the work or the project timeline. Issues can be technical, related to document quality, or involve challenges with data migration.

Issue Reporting: Once identified, issues will be immediately documented. The report will include a detailed description of the issue, the time it was identified, its current and potential impact on the project, and any immediate action taken. **Per the City of Banning this communication will be sent in writing via email to City contact.**

Responsiveness: We prioritize prompt responsiveness in our approach. Once an issue is identified and reported, our team will begin working on its resolution immediately. This commitment to responsiveness minimizes the potential for any delays or quality concerns, maintaining the integrity and timeline of the project.

2.16 Corrective Action and Resolution

Once an issue is reported, we initiate our corrective action process. This process is designed to not only address the immediate concern/issue but also to prevent similar issues from occurring in the future. Our team, including the project manager, technical specialists, and quality assurance personnel, will collaboratively work on issue resolution. The corrective action might include modifying scanning or indexing procedures, adjusting OCR settings, or revising migration scripts. The resolution's details, including the actions taken and their results, will be documented and communicated to the City of Banning.

2.17 Client Feedback and Iterative Adjustments

We highly value client feedback and consider it crucial for the project's success. The iterative nature of our work plan allows us to implement any changes or improvements based on the client's feedback at each milestone. Once a milestone is reached and the deliverables are submitted to the City of Banning, we will seek their feedback. This feedback will then be reviewed and incorporated into the upcoming iterations. This iterative adjustment process ensures that the final deliverables meet the City of Banning's expectations to the fullest extent.

2.18 Escalation Process

Despite all preventive measures and corrective actions, some issues may require higher-level intervention. For such situations, we have an escalation process in place. If an issue can't be resolved at the project level or if it has substantial potential implications for the project, it will be escalated to our senior management team. The escalation process ensures that critical issues receive the necessary attention and resources for their resolution. In addition, they will have the option to escalate issues directly to our senior management if they feel that it's necessary.

2.19 IV.B Reassemble Records After Scanning

1. All documents shall be returned to the original box, container, file, etc. in which they were received.
2. Plans shall be re-rolled unless instructed otherwise by the City.

3. Consultant will not have to rebind materials (no re-staple, no rebinding, no re-clipping) unless instructed otherwise by the City. The City expects that the documents will be returned nearly in the same files folders as received.

2.20 IV.L Document Return

1. Consultant shall return all scanned boxes of paper and plans.

UBEO Understands.

After the backfile scanning process is complete, our team at UBEO Business Services will meticulously reassemble all the original physical documents. This process involves a number of crucial steps, which are detailed below:

- **Document Reassembly:**
  Documents disassembled for digitization will be meticulously reassembled in their original order. Plans received in a rolled format will be returned in the same manner unless the City specifies otherwise. This process ensures the preservation of the original file order, facilitating easier access for district personnel to locate specific information.
- **Quality Assurance:** reassembly, we will implement a thorough quality assurance process to verify the accuracy and completeness of the reassembled documents. This comprehensive quality check will ensure that all documents have been correctly reassembled, with no documents missing or improperly filed. Our meticulous approach guarantees the integrity and reliability of your document management system, providing you with confidence in the precision and organization of your records.

- **Secure Transportation:**
  Our transportation process ensures the utmost security and care for your documents. Utilizing secure, climate-controlled vehicles, we will transport the securely packaged and reassembled documents back to the City's designated location. This approach ensures that the documents are maintained in excellent condition during transit, preserving both their integrity and confidentiality.
- **Verification:** Upon delivery, our team will facilitate a meticulous verification process. This involves comparing the returned documents against the initial inventory list to ensure that every document is accounted for and in the expected condition. **To maintain the highest standards of security and accountability, we employ a robust chain of custody protocol**. This protocol meticulously tracks the movement and handling of documents from the moment they leave your possession until their return. By doing so, we guarantee the integrity and security of your documents throughout the entire process.
- **Meticulous Measures for Document Integrity:** By implementing these meticulous measures, UBEO Business Services ensures that the City's physical documents will remain organized and easily accessible throughout the entire backfile digitization project. This comprehensive approach safeguards the integrity of your valuable records, maintaining their accuracy and reliability from start to finish.
- **Content Storage and Management:** We will securely store your content in our warehouse for 45 days following each iteration of the project. Should the City prefer an alternative schedule, we are more than willing to accommodate your needs. Upon your acceptance of the delivered iteration, we will promptly seek your approval to return the contents to your facility.

In addition to storage and delivery services, UBEO offers secure document destruction services, complete with a certificate of completion to ensure proper documentation and compliance with all relevant regulations.

We are committed not only to delivering a successful project completion but also to offering valuable insights to enhance your future document management practices. You can be assured that our goal is to provide a closing experience that is as smooth and efficient as every other step in our work plan.

2.21 IV.M Final Inspection and Acceptance

1. Based on the specifications described in this document, the City will make the final inspection of scanned images once imported.
2. Inspection is to be completed within 90 days of receipt of images.
3. Acceptance will be achieved when the inspection is completed, and the Consultant made all corrections, if necessary.
4. 10% of contract total will be withheld until all corrections are made and the City accepts the work.
5. Proponent invoices shall denote the number of scanned pages being billed for the current invoice as well as the total number of pages billed to date.

UBEO Understands and agrees to the final inspection and acceptance terms outlined by the City of Banning. We will ensure that all scanned images are thoroughly reviewed, and any necessary corrections are promptly addressed to meet the City's specifications. We understand that the City will complete the inspection within 90 days of receipt of the images and that acceptance will be granted upon satisfactory completion of this inspection.
We also understand the terms regarding the 10% contract retention until all corrections are made and the work is accepted by the City. Our invoices will clearly denote the number of scanned pages being billed for the current invoice as well as the total number of pages billed to date, in compliance with the City's requirements.

3 V.B Proposal (B.) Company Information

We aim to clearly convey that UBEO is the premier strategic partner to support the City of Banning’s mission through this RFP for Document Scanning Services.

With 68 years of experience in the industry, UBEO has established a proven track record of excellence in customer service. Our longstanding history and commitment to quality make us uniquely qualified to meet and exceed the City’s expectations for this project.

We look forward to the opportunity to demonstrate our expertise and dedication to your success.

UBEO SUCCESS

CORPORATE METRICS

1200+ EMPLOYEES

OVER 50 LOCATIONS IN U.S.

GLOBAL SUPPORT COVERAGE

500 SERVICE STAFF

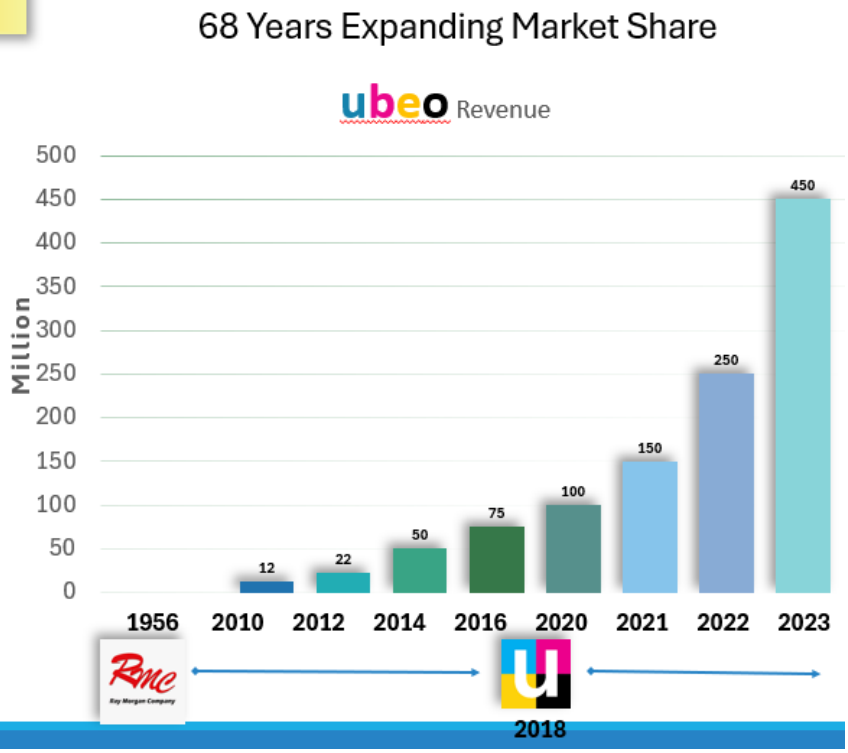
BEST IN CLASS SERVICE

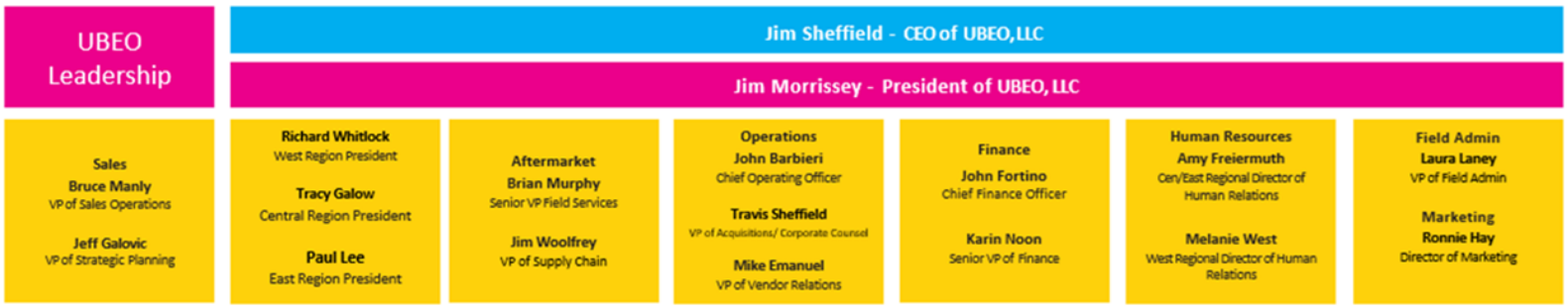
30K CLIENTS

780 PRODUCTION CLIENTS

96% NATIONAL UPTIME

94% FIXES ON FIRST CALL





UBEO Leadership and Size

Year Founded: *1956*
of locations in the U.S.: 56

of employees: *1,200+*
***Annual Revenue*:** $400 million

Local UBEO office for The City of Banning: 5855 Rickenbacker Rd., Commerce, CA 90040

Website: https://www.ubeo.com/

UBEO has also invested in the development of industry leading technology support. UBEO ProIT specializes in supporting technology solutions for our clients. This expertise allows UBEO to blend a complete suite of best-in-class technology solutions in the following areas.

✓ Document Scanning, Digital Imaging and Conversion Services	✓ Enterprise Document Management
✓ Print Management and Advanced Scanning Software Solutions	✓ Multi-Function Devices
✓ Managed Print Services	✓ Wide Format and Specialty Print Solutions
✓ Production Print Solutions	✓ Integrated Fax Server Solutions
✓ Business Process Outsourcing	✓ On-Site Managed Workplace Services

4 V.B Proposal (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.

  UBEO Understands and agrees all assigned key professional staff are properly licensed to practice in California.

Key Personnel

UBEO Business Services takes great pride in its team of devoted professionals who are at the vanguard of providing our clients with exceptional service. Our project team, which specializes in document management and business process outsourcing, is comprised of seasoned industry professionals who are outfitted to comprehend and meet your specific needs.

Our team offers comprehensive solutions by combining practical experience, in-depth industry knowledge, and technical expertise. From Project Managers with PMP certification to our BPO Manager with a business doctorate and a Government Archives and Records Administration (GARA) certification, our entire team is trained to prioritize client satisfaction and deliver superior results.

In the following section, we will describe the roles, qualifications, and experiences of our essential team leaders. This will provide a clear comprehension of the team dedicated to the successful completion of your digitization project.

- **Nick Sabatini – Vice President Managed Services**
  - Decorated career in Business Outsourcing and Conversion Services.
  - Very involved executive who checks in on all clients and projects actively.
  - Oversees all Conversion Services, Onsite, Mailroom and other outsourced projects and clients.

- **Kristen Sparkes – Business Process Outsourcing Manager**
  - Decorated project manager for Conversion Services projects.

- Extensive experience customer service, project management & working with clients to fully understand scope & deliver client needs in the ever-changing modern world of data.

- **Lance White – Business Process Outsourcing Operations Manager**
  - Decorated career spanning 30+ years in document management and Conversion Services.
  - Vast experience with enterprise and government accounts.

**Additional team resources will be assigned when the project is allocated.*

5 V.B Proposal (E.) Experience and References

Experience

UBEO has a plethora of experience working with a variety of organizations helping them to convert a variety of file types in the government, education and private sector:

- Local County - **5.5 Million images** / 6 Departments – on site project 14 months – on going with additional departments
- Local County Public Defender - **2.2 Million images** and on-going
- Local Transportation Organization - **1.7 Million images**/ Accounting Department – 1st of ALL departments
- Local Non-Profit – **5.3 Million images** Health Client Records
- Local Community College – **2.1 Million images** – 7 Departments – On Going for 6 more departments
- Local Unified School District – **1.7 Million images** – Student Records

UBEO fully understands the requirements outlined in your RFP. Based on the information provided, our response will demonstrate UBEO's capability to deliver the desired scope of services effectively. Additionally, we will share industry best practices with the City to help identify and address potential challenges, ensuring the most cost-effective solutions.

Our executive summary outlines our comprehensive approach to this digital transformation project, focusing on three core pillars: accuracy, security, and accessibility of your essential data. We are committed to providing solutions that not only meet but exceed your expectations, ensuring a seamless and efficient transition to a more streamlined document management system.

UBEO possesses extensive expertise and experience in handling highly sensitive and confidential information, including human resource files, plans, permits, financial records, and mission-critical documents. Our proven track record in managing such vital data ensures that we are well-equipped to meet the stringent requirements of the City of Banning.

We will develop and implement a comprehensive project plan tailored to ensure a smooth and efficient transition for the City of Banning's Document Scanning project. This plan will encompass all aspects of the process, from initial assessment to final delivery, guaranteeing the highest standards of security, accuracy, and efficiency throughout the entire project lifecycle.

Additionally, we are including a case study that showcases our experience and expertise in digital transformation and scanning highly sensitive documents, further demonstrating our capability to handle this important project with the utmost professionalism and care. UBEO is committed to customer excellence and guarantees the best customer service, ensuring that your specific needs and expectations are not only met but exceeded.

Customer	Contra Costa County
Vertical	Government

THE PROJECT

- Needed to convert all paper files to digital – (5.4 million images) ahead of moving to new county headquarters
- Needed to decide on an enterprise document management solution
- Wanted a solution to improve the management of paper-based files
- Looking to improve both the internal and external customer experience
- Multiple locations throughout the county
- Provide a fully managed program for the internal county customers

THE HISTORY

- 44 locations in Contra Costa County
- UBEO Team:
  - Account Executives -Martin Soares and Jamie Williams
  - UBEO – Analyst & Specialist Team
  - Nick Sabatini – VP, Managed Services
- They had current IT and Document Management support challenges due to headcount limitations.
- Moving to new facility with the goal of moving virtually paperless

LIMITATIONS

- Multiple locations throughout the county
- Confidential county council documents
- They were researching with three (3) other Service Providers
- Limited expertise for an enterprise document management solution
- Upon award and post implementation Covid 19 hit
- Business continuity
- Staff safety

APPROACH

- Introduced our team, methodology and approach.
- Discussed the UBEO Managed Services *model which includes dedicated onsite UBEO Managed service personnel*.
- Discussed our proven processes (discovery, design, transition, post support, documentation, and reporting and reviews)
- Performed a digital transformation and service assessment.
- Created our Finding and Recommendations (FRD) Documented to collaborate on and presented our solution.
- Incorporated all three key aspects of the customer request.
  - File conversion from paper to digital on premise.
  - Engineered enterprise LaserFiche solution.
  - Incorporated SharePoint expertise

BENEFITS

- CCC IT leadership and UBEO collaborating on Managed Services and additional digital transformation opportunities:
- DoIT – Digital transformation services
  - ✓ Document conversion
  - ✓ Document management engineering
    - ➢ Laserfiche
    - ➢ SharePoint
  - ✓ Cloud Migration
  - ✓ Onsite managed services team performing document conversion services

- UBEO Relationship management
  - ➢ Account Management
  - ➢ Technical Consulting
  - ➢ Process Documentation
  - ➢ SLA compliance reporting
  - ➢ Technology and Services Road mapping

5.1 Company shall provide at least (3) references

1. **Contra Costa County** UBEO has been converting client records to digital for over 3 years. Work Commenced in early 2020 and continues on project basis– 38K files and 5.2 million images. Ijeoma Chukwunyelu 925.6084051 **ijeoma.chukwunyelu@doit.cccounty.us** 30 Douglas Drive Martinez, CA 94553

2. **Valley Transportation Authority – Human Resources, Accounting, Various Other Departments** UBEO was awarded the RFP for Valley Transportation Authority. Work Commenced late 2022 and continues – 16.5K files & 2.7 million Images.
Jon Maier 408-321-7121 **Jon.Maier@vta.org** , 3331 North First Street, San Jose, CA 95134.

3. **Aaron Riechert Carpol & Riffle, APC** UBEO has been converting client records to digital for over 2 years. Work Commenced late 2021 and continues – 10K files and 1.2 million images. Jaedra McSweeney (650) 368-4662, ext. 103 **jmcsweeney@arcr.com** 333 Twin Dolphin Dr # 350, Redwood City, CA 94065

5.2 IV.J Schedule

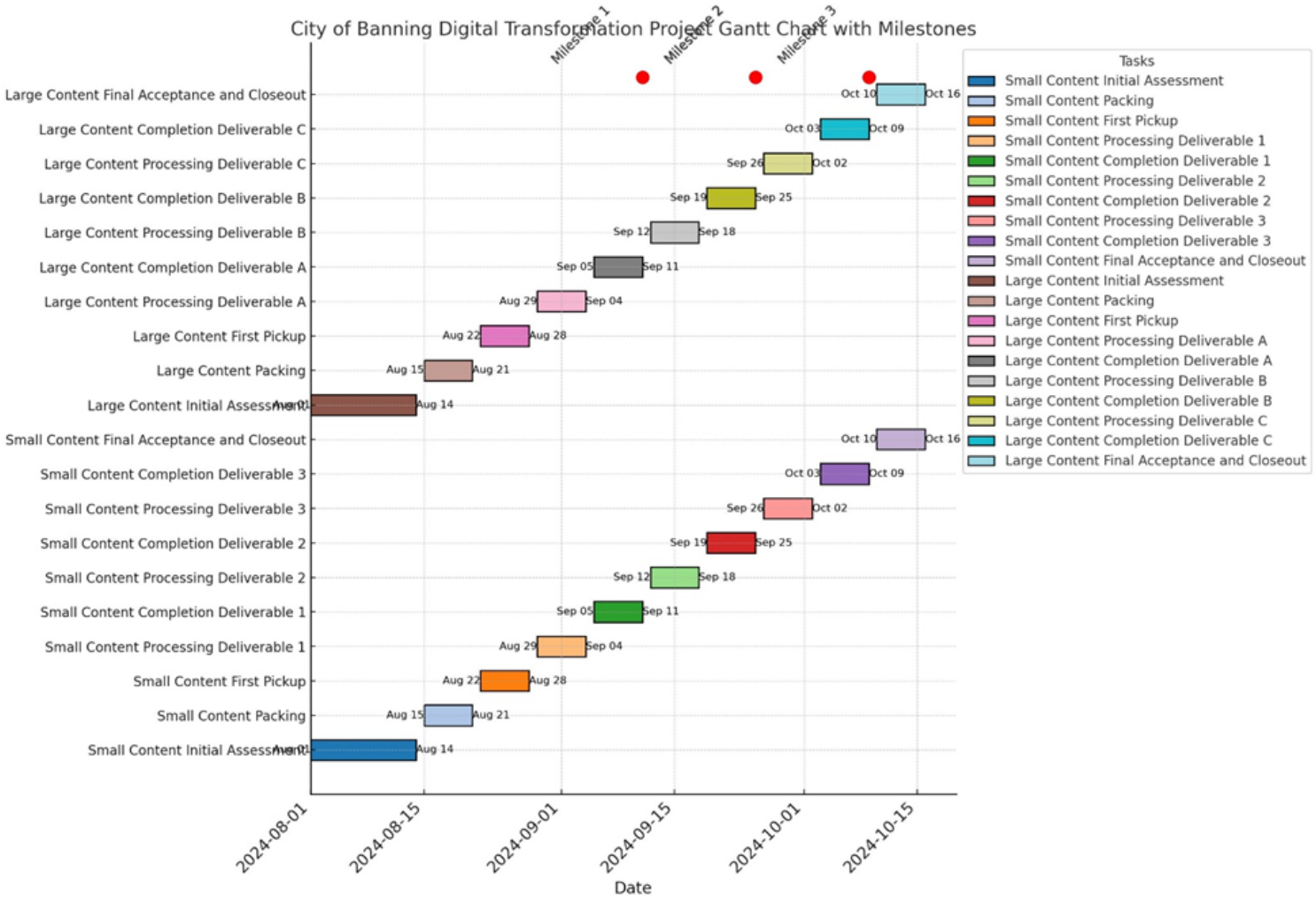
1. The Consultant shall provide a project schedule indicating a timeline of activities to perform imaging services from start to finish.
2. City of Banning will assign a Point Of Contact(s) in coordination with the Consultant Project manager to insure timely feedback & authorization.

5.3 Example Detailed Project Schedule

Key Dates

As we will not be able to know the exact dates until the project formally kicks off. Here is an example schedule based upon the number of weeks. This is divided into multiple parts based upon the standard content per department in 171 boxes and the large format per department which consists of a combined estimate of 6,090 plans. These will be processed simultaneously. UBEO will complete the project within the agreed upon schedule with the City of Banning. This of course is adjustable, example broken down below.

EXAMPLE SCHEDULE: UBEO TO PROJECT PLAN BASED ON CITY OF BANNING TIMETABLE AND FLUCTUATION OF SERVICE NEEDS AND ASSOCIATED PRICE ADJUSTMENTS.



Standard Content / Boxes

This content will be processed in UBEO Processing Center simultaneously for all departments. We will negotiate with the City of Banning on the processing speed and scale up or down from these points to the full capacity of UBEO's processing center(s).

This is an example schedule that can be altered to City of Banning's liking.

This content which consists of an estimated 171 Boxes will be processed in UBEO Processing Center. We will negotiate with the City of Banning on the processing speed and scale up or down from these points to the full capacity of UBEO's processing center(s). This is an example schedule that can be altered to City of Banning's liking.

- **Week 1-2 (August 1st – 14th):** Initial assessment of files, project kickoff meeting, and discussions with the client's staff.
- **Week 3 (August 15th – 21st):** A team from UBEO will arrive at the City of Banning and work on packing up all files carefully and safely. These boxes will be barcoded, given a basic inventory, and be prepared for the UBEO pickups.
- **Week 4 (August 22nd – 28th):** First pickup, UBEO Business Services to pick up all standard boxes.

- **Week 5 (August 29th - September 4th):** Start of document processing for the first 60 boxes (Deliverable 1).
- **Week 6 (September 5th – 11th):** Completion of Deliverable 1.
- **Week 7 (September 12th – 18th**): Start of document processing for the second 60 boxes (Deliverable 2).
- **Week 8 (September 19th – 25th):** Completion of Deliverable 2.
- **Week 9 (September 26th – October 2nd):** Start of document processing for the remaining 51 boxes (Deliverable 3).
- **Week 10 (October 3rd – 9th):** Completion of final deliverable.
- **Week 11 (October 10th – 16th): Client** Final Acceptance and Project Closeout for small format documents.

Week TBD: Scheduling continues should the City have additional content for scanning.

Large Format Documents

This content, which consists of an estimated 6,090 large format plans will be processed simultaneously with the standard content in a UBEO processing center with specialized equipment for wide formats. To help differentiate these from the smaller formats, we call these deliverables by the alphabet (A, B, C, D) versus numerical (1, 2, 3).

- **Week 1-2 (August 1st – 14th):** Initial assessment of files, project kickoff meeting, and discussions with the client's staff.
- **Week 3 (August 15th – 21st):** A team from UBEO will arrive at the City of Banning and work on packing up all wide format documents carefully and safely. These sheets will be barcoded, given a basic inventory, and be prepared for the courier pickups.
- **Week 4 (August 22nd – 28th):** First pickup, UBEO Business Services to pick up all content: ~8 boxes which consist of 6,090 wide format sheet that have been inventoried by the City of Banning.
- **Week 5 (August 29th - September 4th):** Start of large format document processing for the first 2,100 sheets (Deliverable A).
- **Week 6 (September 5th – 11th):** Completion of Deliverable A.
- **Week 7 (September 12th – 18th):** Start of large format document processing for the second 2,100 sheets (Deliverable B).
- **Week 8 (September 19th – 25th**): Completion of Deliverable B.
- **Week 9 (September 26th – October 2nd):** Start of large format document processing for the remaining 1,890 sheets (Deliverable C).
- **Week 10 (October 3rd – 9th):** Completion of final deliverable.
- **Week 11 (October 10th – 16th):** Client Final Acceptance and Project Closeout for large format documents.

Week TBD: Scheduling continues should the City have additional content for scanning.

7.2 Small Format Milestones

- **Milestone 1 (Week 6, September 5th – 11th):** Completion and delivery of the first 60 boxes. An invoice will be issued upon client acceptance, payable within NET 45 terms.
- **Milestone 2 (Week 8, September 19th – 25th):** Completion and delivery of the next 60 boxes (120 total). An invoice will be issued upon client acceptance, payable within NET 45 terms.
- **Milestone 3 (Week 10, October 3rd – 9th):** Completion and delivery of the next 51 boxes (171 total). An invoice will be issued upon client acceptance, payable within NET 45 terms.

Large Format Milestones

- **Milestone 1 (Week 6, September 5th – 11th):** Completion and delivery of the first 2,100 sheets (Deliverable A – 2,100 Total). An invoice will be issued upon client acceptance, payable within NET 45 terms.
- **Milestone 2 (Week 8, September 19th – 25th):** Completion and delivery of the next 2,100 sheets (Deliverable B – 4,200 Total). An invoice will be issued upon client acceptance, payable within NET 45 terms.
- **Milestone 3 (Week 10, October 3rd – 9th):** Completion and delivery of the next 1,890 sheets (Deliverable C – 6,090 Total). An invoice will be issued upon client acceptance, payable within NET 45 terms.

The example project plan provided is designed to showcase our extensive expertise and experience in managing similar projects. It serves as a comprehensive template to illustrate our capabilities and the structured approach we employ to ensure successful outcomes. This plan demonstrates our proficiency in assessing needs, implementing state-of-the-art technology, and maintaining rigorous quality control standards.

However, we fully recognize that each project is unique and requires a tailored approach. We are committed to customizing a plan that aligns perfectly with the City of Banning's specific needs, preferences, and goals. Our team is prepared to work closely with your staff to understand the nuances of your current systems and workflows, ensuring a seamless integration of our solutions. We will adapt our strategies to meet your timeline, budget constraints, and any other unique requirements you may have.

By leveraging our flexible project management methodologies, we can modify the scope, scale, and focus of our efforts to best serve the City of Banning.

In summary, while our example project plan highlights our general approach and capabilities, We are fully prepared to develop and implement a plan tailored to the City of Banning's distinct objectives, ensuring that all your goals are met with precision and care.

We look forward to meeting with you to discuss the combination of your digital transformation goals and our services for a winning outcome!

Thank you for the opportunity to earn your business – we look forward to the next steps!

Sincerely,
UBEO Business Services Team



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:	**October 8, 2024**
SUBJECT:	**Consideration of Resolution 2024-157, Authorizing the Purchase of 10 Additional Getac Body Worn Cameras, Accessories, and Multi-dock Charging Stations**

RECOMMENDATION:

Adopt Resolution 2024-157.

BACKGROUND:

The Banning Police Department strives to ensure personnel are equipped with the most up-to-date equipment for officer safety and transparency with the community. The Banning Police Department currently has 30 body worn cameras and all are deployed with department personnel.

JUSTIFICATION:

The Banning Police Department now has 33 sworn officers and 1 Animal Control Officer/Community Service Officer that are all required to wear body worn cameras while on duty. Due to equipment limitations Lieutenants are not currently issued a body worn camera, to allow for all other staff members to have the equipment. With all current body worn cameras deployed and more officers being hired to fill vacant positions, the Banning Police Department is in need of additional cameras to fill the needs of the department.

FISCAL IMPACT:

An appropriation from the General Fund 001 to Account No. 001-2200-421.90-48 in the amount of $33,805.67 is necessary to fund the Equipment Purchase with Code 3 Technology.

ALTERNATIVES:

Do not adopt Resolution 2024-157 and provide alternative direction to staff.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2024-157, 10 BWC Purchase.docx
2. Exhibit A - Banning PD Quote 24-540 (10) Getac BWC (BC-02) - (Sourcewell Contract) Code 3

Technology.pdf
3. Getac Contract 090122 Sourcewell Contract.pdf
4. Getac Price File 090122-GET Sourcewell.pdf
5. Getac Sourcewell Authorized Reseller List 24_08.16.2024.pdf

RESOLUTION 2024-157

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE PURCHASE OF TEN GETAC BC-02 BODY WORN CAMERAS IN AN AMOUNT NOT-TO-EXCEED $33,805.67

WHEREAS, on October 8th, 2024, the City of Banning, on Resolution 2024-157 approved the purchase of ten (10) Getac BC-02 body worn cameras and all accessories and related cloud storage; and

WHEREAS, the purchase will not exceed the amount of $33,805.67; and

WHEREAS, the ten Getac cameras will be purchased from an authorized vendor listed on the Sourcewell purchasing cooperative (Contract # 090122-GET); and

WHEREAS, Code 3 Technology will be utilized as the authorized Getac reseller for the Sourcewell Contract # 090122-GET; and

WHEREAS, the new body worn cameras will be issued to Banning Police personnel; and

WHEREAS, the new cameras will ensure that all officers and personnel having contact with the public in the field will have the devices; and

WHEREAS, ensuring all necessary personnel are equipped with a body worn camera will assist with public transparency related to department actions and assist with officer safety, criminal investigations, and reducing city liability.

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

SECTION 1. The City Council adopts Resolution 2024-157 and approves the purchase of ten Getac BC-02 body worn cameras, accessories, and cloud storage in the amount of $33,805.67.

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 8th day of October 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 2024-157, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 8th day of October 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Quote for Ten (10) Getac Body Worn Cameras

PROPOSAL

Date: 9/27/2024
QUOTE: 24-540

Lt. Brandon Smith
Banning Police Dept
125 E. Ramsey St.
Banning, CA 92220
951-922-3170

Customer ID: BPDCA004

Thanks for your business!
Quote Expires **12/30/2024***

Salesperson	Project	Payment Terms	Contract#
Jim Boubelik	Getac Video: BC-02	Net 30	Sourcewell: 090122-GET

Part#	Description	Qty	SRP	SWC	Unit Price	Ext. Price
OVWX2MXXXXX1	Getac Video Solutions: Body Worn Camera (BC-02), 64GB + FHD/HD/WVGA + WiFi + GPS + BLE, 1yr warranty (compatible with magnetic charge cable ORB39X)	10	$317	$285	$285	$2850
GE-SVBWEXT2Y	BWC (BC-02) Extended Warranty (Years 2-3)	10	$137	$123	$123	$1230
ORB362	BWC (BC-02) Magnetic Shirt Mount V2.0	10	$59	$53	$53	$530
ORB39X	BWC (BC-02) magnetic break-away charging USB cable	10	$39	$35	$35	$350
OD2DAU	BWC (BC-02) 8 Port Multidock Charger w/ Data Mover (MD-02D), includes 90W AC Adapter (US)	1	$1299	$1169	$1169	$1169
GE-SVMDEXT4Y	BWC: Data Mover Extended Warranty Years 2-5	1	$250	$225	$225	$225
OUA07X	GVS: Data Mover Video License & Maintenance (Per Data Mover Software device) Per Month	48	$17	$16	$14	$672
OUA04X	GVS: BWC (BC-02) Getac Enterprise Cloud – Unlimited Storage per BWC, per Month	480	$88	$83	$55	$26,400
					Subtotal	$33,426.00
					Sales Tax	$379.67
					Shipping	$0.00
					Total	**$33,805.67**



*****We offer financing & Leasing, device buyback, and rugged device insurance coverage, just ask!
*****CCs add 2.89%. Purchasing contracts add 1-2% (GSA, OMNIA, NCPA, Sourcewell, PEPPM, SLP, DIR)

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Sourcewell

Solicitation Number: 090122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Getac, Inc., 15495 Sand Canyon Ave., Suite 350, Irvine, CA 92618 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Law Enforcement Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 7, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in materials and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Supplier is not liable in any event for consequential damages. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

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2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs, with the exception of consequential damages, incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

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references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

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Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Getac, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Hsin Jung-Lu 4E90B6ECEFC0448...
By: _____	By: _____
Jeremy Schwartz	Hsin Jung-Lu
Title: Chief Procurement Officer	Title: VP Finance & Business Services
Date: 11/2/2022 | 9:06 PM CDT	Date: 11/9/2022 | 6:52 PM PST

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 11/9/2022 | 9:00 PM CST

RFP 090122 - Law Enforcement Equipment

Vendor Details

Company Name:	Getac, Inc.
Does your company conduct business under any other name? If yes, please state:	Getac Video Solutions
Address:	15495 Sand Canyon Drive Suite 350 Irvine, CA 92618
Contact:	Tammy Tubbs
Email:	contract.administrator_us@getac.com
Phone:	949-217-8939
Fax:	949-217-8939
HST#:	954547422

Submission Details

Created On:	Tuesday August 09, 2022 14:05:13
Submitted On:	Wednesday August 31, 2022 13:26:16
Submitted By:	Tammy Tubbs
Email:	contract.administrator_us@getac.com
Transaction #:	8ea9ceaa-33c7-4c2e-8e79-8184a5443ff2
Submitter's IP Address:	76.82.4.103

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Getac, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	00PP6	*
5	Proposer Physical Address:	15495 Sand Canyon Ave Suite 350, Irvine CA 92618	*
6	Proposer website address (or addresses):	www.getac.com/us	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Hsin Jung-Lu; VP Finance & Business Services, 15495 Sand Canyon Ave, Suite 350, Irvine CA 92618, hj.lu@getac.com, (949) 681-2949	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tammy Tubbs, Capture Manager, tammy.tubbs@getac.com, (949) 217-8939	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Maria Gutierrez, Contract Administrator, contract.administrator_us@getac.com, (949) 247-4114	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	For over 30 years, Getac has worked collaboratively with Resellers and End Users to identify, consult, develop, and deploy rugged computing solutions across a wide range of sectors; such as public safety, warehousing, transportation, manufacturing, utility, telecom and military / defense. As the 2nd largest rugged IT manufacturer in the world, Getac is tremendously proud of the impacts we have made in helping leverage technology to support the changing role of mobile data terminals in various government entities and our goal is to provide solutions that enhance operations and reduce total cost of rugged mobile data terminal ownership. Getac's current lineup of products include 8 rugged laptops and 8 rugged tablets that feature a rang of screen sizes and features to meet the need of all rugged users.	*
11	What are your company's expectations in the event of an award?	As a Sourcewell contract holder, Getac plans to utilize this cooperative contract to support a more efficient procurement method for our thousands of customers. We understand the time and cost associated with competitive bidding and look to reduce this procurement challenge for our customers across the US and Canada. We are eager to utilize a robust marketing and training plan to introduce Sourcewell to our customers as a viable procurement method for future procurements.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sine 2016, Getac has consistently grown in sales from $130M in 2016 to $200M in 2021. Please see "Getac Financial Review" document attached. You may also view our past financial reports at https://en.getacgroup.com/investors/reports.php	*
13	What is your US market share for the solutions that you are proposing?	Getac currently maintains over 60% market share in the Federal space to include DoD and maintains 35% market share across rugged laptops, tablets, and related accessories and peripherals.	*
14	What is your Canadian market share for the solutions that you are proposing?	Getac currently maintains over 25% market share in the rugged laptops and tablet space in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	As an Original Equipment Manufacturer (OEM) since 1989, Getac has been providing rugged computing solutions for demanding professionals in extreme environments. Getac was established as a joint venture with GE Aerospace to supply defense electronic products. As the 2nd largest rugged manufacturer in the world, with sales over $41.3B, Getac is an industry leader in the rugged IT space. Rugged is all we do! We have also established key partnerships with major MDT providers like Havis, Gamber Johnson, Lind, Absolute, and Getac Video Solutions to entire our products have an ecosystem that support an effective and efficient end user solution. We have over 120 North American-based employees that provide Sales, Service and Support to the Getac customer and utilize a strong lineup of 1100+ certified resellers to work directly with the end user and/or customer to ensure the best value rugged IT solution for the buyer.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	As a manufacturer, Getac is ISO 9001 and ISO 14001 certified. All of our devices also carry a MIL-STD 810H certification (required to officially be called "rugged") and are Ingress Protection (IP) rated for protections against sand, liquids, and other ingress damage. All Getac devices are EPEAT certified Bronze or better to ensure energy efficiency and carry all necessary US and Canadian UL certification. Our device also maintain the NETREADY designation for us across emergency service communication channels.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	PCMag -- Best Rugged Laptops for 2022 5/3/22 https://www.pcmag.com/picks/the-best-rugged-laptops?test_uuid=06r4MYCu5PZzCkufjQSV3po&test_variant=b PCMag – F110 - 4 Stars 5/2/22 https://www.pcmag.com/reviews/getac-f110-2022 NotebookCheck – S410 Gen 4 5/19/22 https://www.notebookcheck.net/Getac-S410-Gen-4-laptop-review-Simple-changes-with-huge-upgrades.608357.0.html Laptop – S410 – 4 Stars - Editor's Choice 1/18/22 https://www.laptopmag.com/reviews/getac-s410-review Laptop – K120- 4 Stars - Editor's Choice 1/18/22 https://www.laptopmag.com/reviews/getac-k120-review Notebook Check – B360 1/10/22 https://www.notebookcheck.net/Getac-B360-rugged-laptop-review-Bright-1400-nit-touchscreen.590220.0.html PCMag – S410 – 4 Stars 10/7/21 https://www.pcmag.com/reviews/getac-s410-g4 ZDNet Video – Best Rugged Tablets 7/26/21 https://www.zdnet.com/video/top-5-best-rugged-tablets-in-2021/ RuggedPC Review – B360 5G 6/23/21 https://www.ruggedpcreview.com/3_news_2021_06_23_getac.html Rugged PC Review – K120 – 4/28/21 https://www.ruggedpcreview.com/3_news_2021_04_28_getac.html PCMag – B360 – 4 Stars Editor's Choice – 8/11/20 https://www.pcmag.com/reviews/getac-b360 PCMag -- Best Rugged Laptops for 2022 5/3/22 https://www.pcmag.com/picks/the-best-rugged-laptops?test_uuid=06r4MYCu5PZzCkufjQSV3po&test_variant=b PCMag – F110 - 4 Stars 5/2/22 https://www.pcmag.com/reviews/getac-f110-2022 NotebookCheck – S410 Gen 4 5/19/22 https://www.notebookcheck.net/Getac-S410-Gen-4-laptop-review-Simple-changes-with-huge-upgrades.608357.0.html Laptop – S410 – 4 Stars - Editor's Choice 1/18/22 https://www.laptopmag.com/reviews/getac-s410-review Laptop – K120- 4 Stars - Editor's Choice 1/18/22 https://www.laptopmag.com/reviews/getac-k120-review Notebook Check – B360 1/10/22 https://www.notebookcheck.net/Getac-B360-rugged-laptop-review-Bright-1400-nit-touchscreen.590220.0.html PCMag – S410 – 4 Stars 10/7/21 https://www.pcmag.com/reviews/getac-s410-g4 ZDNet Video – Best Rugged Tablets 7/26/21 https://www.zdnet.com/video/top-5-best-rugged-tablets-in-2021/ RuggedPC Review – B360 5G 6/23/21 https://www.ruggedpcreview.com/3_news_2021_06_23_getac.html Rugged PC Review – K120 – 4/28/21 https://www.ruggedpcreview.com/3_news_2021_04_28_getac.html	*

		PCMag – B360 – 4 Stars Editor's Choice – 8/11/20 https://www.pcmag.com/reviews/getac-b360 PCMag -- Best Rugged Laptops for 2022 5/3/22, Laptop – S410 – 4 Stars - Editor's Choice 1/18/22, Laptop – K120- 4 Stars - Editor's Choice 1/18/22, ZDNet Video – Best Rugged Tablets 7/26/21 https://www.zdnet.com/video/top-5-best-rugged-tablets-in-2021/, PCMag – B360 – 4 Stars Editor's Choice – 8/11/20 https://www.pcmag.com/reviews/getac-b360	
20	What percentage of your sales are to the governmental sector in the past three years	60% of our $566M in sales over the past three years (2019 - 2021) are government sector sales.	*
21	What percentage of your sales are to the education sector in the past three years	10% of our $566M in sales over the past three years (2019-2021) are education sector sales	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	State Contracts: (1) MS 2019 - $890K, 2020 - $1.3M, 2021 - $630K; (2) NC 2019 - $258K, 2020 - $193K, 2021 - $163K; (3) NY 2019 - $132K, 2020 - $395K, 2021 - $154K; COOP Contracts: N/A; Currently awaiting NASPO award and OMNIA Award; We utilize our distributors, HP and SYNNEX cooperative contracts in conjunction with our certified reseller contract awards.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	As the OEM, we do not directly hold a GSA contract but our products are listed by our Reseller partners and can be found on the following GSA Schedules; Group F- F02 (formerly Schedule 70).	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	**Contact Name** *	**Phone Number** *	
Las Vegas Metro Police Department	Mandy Berninger	702.828.3111	*
Florida Fish and Wildlife Commission	Elija Padron	863.648.3832	*
Metro Nashville Police Department	Tom Thorson	615.862.7446	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Las Vegas Metro Police Department	Government	Nevada - NV	Rugged laptops and/or tablets for all LVMPD mobile units, including car, motorcycle, horse, and bicycle	Over 40 purchase orders from 10 - 300+ qty since 2017	$2,900,000+	*
San Bernardino County Sheriff's Office	Government	California - CA	Rugged laptops and/or tablets for all SB County mobile units, including car, motorcycle and bicycle	Over 60 purchase orders from 5 - 400+ qty since 2015	$3,400,000+	*
Florida Fish and Wildlife	Government	Florida - FL	Rugged laptops and/or tablets for all mobile units, including car, motorcycle, bicycle and boat	Over 10 purchase orders from 22 - 80+ qty since 2018	$3,200,000+	*
Canadian National Defense	Government	QC - Quebec	On National Military Standing Offer (NMSO) contract to provide rugged laptops and tablets to defense personnel for command and control, mission planning, flightline maintenance and tactical communication.	Over 30+ purchase orders from 5 - 320 qty since 2017	$3,100,000+	*
United States Air Force	Government	Alabama - AL	On USAF IT contract (currently QEB) to provide contract to provide rugged laptops and tablets to AF personnel for command and control, mission planning, flightline maintenance, situational awareness and tactical communication.	Over 30+ purchase orders from 5 - 400 qty since 2018	$3,800,000+	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Getac sales force is led by Larry D'Onofrio and supports North America Public Sector sales including all organizations covered by the Sourcewell Cooperative. Larry's team include 12 Regional Sales Managers (RSMs), geographically assigned and posses over 146 years of Rugged Information Technology sales experience. Our RSMs work directly with national and regional certified resellers and end users to develop the best value information technology rugged solution for the interested organization.	*

27	Dealer network or other distribution methods.	Our certified reseller network includes over 1100 Getac certified resellers, including large, small, and diversity business networks. A brief listing of successful Getac resellers include: Brite Datasource Mobility PCN Strategies *DuraTech USA *SHI *GST NWN Barcodes Island Tech Services Cas Severn Glacier Computing *Mobile Rugged Computers Ramco Rugged RCN Midwest Public Safety *USC Canterbury *Preferred Communications Compar Code 3 Insight Howard CDW *Companies identified with current diversity qualifications.	*
28	Service force.	Getac Service force is led by Derek Suzuki and a team of over thirty US-based developers, engineers, technical support specialists, field service specialist. Getac also maintains an Order Operations 12-member team led by Cheryl Wynkoop and provides purchasing manager order fulfillment specialists, demo loan specialists, and order operations specialists to ensure a seamless order experience from receipt of PO to customer delivery. All Getac Service tools and reports are available to the end user on our 24/7 Customer Portal.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	When an end user shows an interest in purchasing Getac equipment, we will assign certified regional reseller to support the development of the SKU# and Purchase Order. Once Getac has received the PO from the reseller, we will place the order with our factory and coordinate delivery and installation (if necessary). All Getac customers will have a Getac RSM and Reseller POC assigned to each sale.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	a. In Service Warranty - Customer support is available by calling 1-866-394-3822 or email at Getac.Support@Getac.com. End user may initiate all in-warranty requests by logging in to the Service Portal at https://support.getac.com/Portal/SetLanguage?languageCode=us. b. Out of Warranty (OOW) Services - Should a hardware problem arise requiring service for an out of warranty device our customer can follow this simple process. 1. Visit https://usrma.Getac.com/ and register as a new user 2. Once logged in, a customer will select Create Service request and Follow the prompts 3. Customers may generate a quote and save it to their account for 30 days 4. Once the quote is paid for on the Portal, an RMA is issued along with shipping labels. 5. All prices include time and material plus round-trip shipping Customer Complaints and Service-related Issues – Initial complaints and service-related issues are handled through Getac's Level 1 Technical Support. If an issue which requires escalation, a Getac Level 2/3 Technical Support Representative or Professional Services Manager will take over the case through resolution. An acknowledgement with appropriate follow up communication should take place throughout the research until resolution. Response Time (pre-CV19/Post CV19) – Getac provides technical support for Getac branded product for the following hours of operations: • Level 1 Technical Support is offered 7 days a week x 24 hours per day x 365 days a year. This would consist of basic troubleshooting, product use and service questions. • Level 2 Technical Support is offered from 8am – 6pm ET, M – F, excluding holiday / Response time when escalated from Level 1 is within 4 business hours. • Level 3 Technical Support is available from 7am – 6pm PT M-F, excluding holidays / Response time when escalated from Level 2 is by next business day. Case Management - All complaints received via email or phone call are captured in Getac's case management software and each customer contact is time stamped. Each escalation has a running time capture with escalation notification sent to all team members. This ensures the fastest response from the first available resource (Level 2/3, Prof Svc Mgr) to address the issue.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As the second largest rugged laptop and tablet manufacturer in the world, Getac is proud to provide our rugged lineup of products to the Sourcewell participating entities. We are unique to the IT industry because "Rugged Is All We Do." Since 1989, Getac has sought to grow our North American presence and the use of cooperative contracts like Sourcewell, provides efficient and cost effective procurement opportunities for our nations' public sector and non-profit industry. Getac is prepared for additional growth this contract may afford and is currently operating our total manufacturing capability at 70%.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our Getac sales force and support include Canadian assets including Regional Sales Managers and Certified Repair Centers centrally located in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Getac currently supports all geographic area of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Getac does not forsee any issues servicing the Sourcewell participating entity sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Getac does not have any specific contract requirements or restrictions that would apply to participating entities in Alaska, Hawaii, or other US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Upon contract award for the new Contract, Getac plans to promote the contract award through internal and external communications as approved by the Agreement Administrator. The goal of marketing the contract is not only to communicate the value proposition, benefits, and the Sourcewell and Getac story, but also to emphasize Getac's commitment and flexibility in delivering and promoting Sourcewell and/or State-specific standards and savings as appropriate and approved by the Agreement Administrator and the participating agencies. To ensure effective marketing plan execution, the Getac Contract Representative, with the collaboration of the Agreement Administrator and designated participating agencies, will develop a plan annually that will help in promoting contract awareness and value for the contract. Getac looks forward to reviewing and discussing the proposed plan with after award.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Marketing plan will include several key features: Press Release: Getac will collaborate with the designated Agreement Administrator and other designated contacts to prepare and distribute a press release, after approval, announcing the contract award to Getac. Once a press release is written and approved, and with permission, Getac will manage all efforts with the media. The press release will be sent to all government industry publications and released over the business wire for pickup by major media. Getac will also leverage the announcement over social media sites to include LinkedIn, Facebook, and Twitter. As required under the contract, all marketing materials will be provided for review, modification and approval prior to distribution. Communication will not be released without approval in writing from the Agreement Administrator. Advertising: Getac will drive contract awareness and product/service promotions under the contract through Getac web banners on https://www.getac.com/us/ and our Platinum Tier Certified Resellers promoting the contract value proposition and product/service promotions through web banners provides an opportunity to reach a large audience of procuring entities. Web banners have a "call to action" inviting the reader to contact Getac URL for pricing and information. Getac will distribute periodic email newsletters and promotions to eligible procuring entities throughout the contract term. These email promotions will provide the most current ongoing promotions. As required under the contract, all marketing materials will be provided to the Agreement Administrator for review, modification and approval prior to distribution. Communication will not be released without approval in writing from the Agreement Administrator. Web Presence: The Getac Sourcewell contract website that is in development with a potential landing page named https://sourcewell.getac.us/ will offer customers extensive information on the contract, products, certified resellers, warranty, pricing and more. Getac will continue to make improvements throughout the contract term to provide information to potential Sourcewell procurement entities. The website will provide a dropdown menu of the participating agencies and guide the user to a state specific page to facilitate procurement efforts. Each state website will be personalized, as allowed by and as approved by the Participating Agencies Procurement official, to meet the needs of the organization and maintain the approved format.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Marketing Events & Forums: Getac will participate in annual marketing events annually and attend other Sourcewell events. The Getac Primary Account Representative will attend events along with the Contract Program Management team and potential management team members. The Getac Primary Account Representative and other Program Management team members will meet with participating agencies throughout the year to review participating agencies marketing plans and events, which may include management. Getac, in partnership with our Platinum tiered certified resellers, may schedule seminars in local major cities to review the latest IT trends and new Getac products with both local agencies and Getac authorized partners. Getac will work with the Agreement Administrator, designated Sourcewell teams and/or participating agencies to make them aware of these events or schedule additional seminar events or Webinars. Events will provide important information to agencies on contracts specifics including product scope, ordering information, price lists, and how to save more using this contract. As allowed and approved by the Agreement Administrator, Getac agency-approved partners can assist in the marketing activities in this section to promote the contract through telemarketing/email/social media campaigns, events and distribution of Agreement Administrator approved marketing documents. This will allow Getac to reach even more agencies for contract awareness.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the highly customized nature of each and every rugged laptop and tablet Getac manufacturers, we do not offer E-procurement service for initial procurement. Once a Getac customer, customers will be provided a User Log In to purchase additional accessories, peripherals as needed and approved under the terms of the contract.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All Getac products will come with an operating manual and access to training materials via the online customer portal at no additional cost to the buyer. Getac may also be able to provide additional training and support as requested at no additional cost to the procurement agency.	*
41	Describe any technological advances that your proposed products or services offer.	1. Our revolutionary LumiBond® 2.0 touchscreen technology, which bonds the display glass with the touch panel and LCD, creating a single pane that is more durable and readable, and offers better contrast and more crisp colors than other rugged laptop display. It features four advanced touch modes (Touch, Glove or Pen mode, plus an optional Digitizer mode), and the included hard-tip stylus enables you to capture signatures and take more precise notes on drawings, maps, or forms. 2. Main chassis structure is precision cast using Magnesium Alloy, an incredibly strong structural metal that also happens to be one of the lightest in the world for its strength. We combined that with an advanced rugged polymer in areas of less impact and rubberized absorption polymer at the main points of contact. Our devices have been independently tested and certified to MIL-STD-810H and MIL-STD461G standards. 3. Hot-swappable dual-battery design allows for potentially everlasting, uninterrupted battery life. This enables you to remove one of the two rechargeable batteries and replace it with a fresh battery without ever shutting down apps or your Windows OS. 4. AT&T FirstNet Ready®, offers an easy-to-carry profile, a comfortable touchscreen, and more power to run your general office and industry-specific applications with ease for first responders. 5. Most of our models' offer the newest and fastest wired and wireless connection options available. Thunderbolt™ 4 offers 40 Gbps data sharing with other devices, while Wi-Fi 6 (802.11ax) offers nearly five times speedier WLAN connectivity than the previous generation, and more reliability in dense deployments. The new Bluetooth 5.2 standard enhances connectivity with various Low-Power Wide-Area (LPWA) devices, while Wireless WAN with integrated GPS/GLONASS receiver, incorporating the latest Sierra Wireless module, delivers advanced air interface connectivity, including LTE-Advanced (LTE-A). 6. All Getac devices come with an entire lineup of accessories and peripherals including multiple battery charging stations, hands straps and holders, detachable keyboards, stylus' just to name a few.	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	In response to the trend of international environmental protection, such as the requirements of product greening, toxic free, hazard free and environmentally friendly design, packaging, and recyclability, the Company has developed "Regulations for Getac Environmental Load Control" and "Getac Green Product Operating Procedures" and other related operating procedures and regulations, to actively promote overall product greening internally, and require all Getac suppliers to cooperate with the requirements of Getac environmental control regulations, not only to meet the requirements specified in the domestic and international environmental protection laws and regulations, so that the products can be successfully marketed globally, but also with stricter demand of self-expectation to meet the requirements of customers, while fulfilling the corporate responsibility and emphasizing the importance of environmental protection. We are also making it easier for customers to reduce waste by designing easily recyclable products and working with our Certified reseller partners to offer environmentally friendly packaging services and solutions for large scale device deployments.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Getac cares about the environment. We have implemented strict policies to ensure our material parts, products, packing and manufacturing processes are environmentally friendly. We are proud to partner with organizations around the globe to bring awareness and help implement solutions to the environmental issues the world is facing. As a certified green manufacturer Getac has been independently tested and received environmental certifications including EPEAT®, RoHS Directive, REACH Regulation, and ENERGY STAR®. We believe in, and actively pursue innovation that will continue to lessen the environmental impact of electronics manufacturing to improve the quality of human life and protect the planet. Getac has set the Company's environmental policy with the goal of “Care for Environment, Sustainable Recycling,” clearly set for cherishing the earth's resources, complying with national environmental laws and regulations. Getac is committed to promoting green production, fulfilling our responsibility to protect the earth, through standard operation procedures; we include water resources management, energy management, wastewater, waste, and air pollution prevention in our daily management. All Getac's factories scrupulously abide by the environmental laws and regulations of the plant locations, and all factories have obtained the environmental management system certification of ISO14001 or the same level, and all plants have completed the new version certification of ISO14001:2015 at the end of 2019.	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	As an OEM, Getac is the only global rugged IT manufacturer that builds every device from the ground up. Our ability to forecast sales and manufacturer in spite of global market supply fluctuations ensures our customer have the fastest delivery time available in the industry. Despite global supply chain issues in 2020 and 2021, Getac has maintained a <60 day delivery timeline as our competitors are regularly shipping at 120 - 180 days after receipt of purchase order.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Our S410 comes standard with a Limited 3 Year Warranty and all other products come standard with a 3 Year Bumper to Bumper Warranty that includes accidental coverage. Additional warranty for Year 4/5/6 may be purchased for an additional fee. Getacs warranty obligations for this hardware product are limited to the terms set forth below: Getac, Inc. warrants this Getac-branded rugged computer against defects in materials and workmanship under normal use and damage that occurs due to accidental acts and exposure to environmental conditions for a period of THREE (3) YEARS from the date of purchase by the original end-user purchaser (“Warranty Period”). This warranty only applies to products sold by Getac or its Authorized Distributors or Dealers and only where the products are used and serviced within North America or its Authorized Service Providers’ territories. Warranty coverage only applies to service carried out by a Getac Authorized Service Provider. If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Getac will either repair the defect at no charge, using new or refurbished replacement parts, or exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. A replacement product or part, including a user installable part that has been installed in accordance with instructions provided by Getac, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement product becomes your property and the replaced item becomes Getacs property. Parts provided by Getac in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. Please review "Warranty Card" attached for additional warranty information.	*

47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Exclusions and Limitations - This Limited Warranty applies only to Getac-branded hardware products manufactured by or for Getac that can be identified by the “Getac” trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Getac hardware products, co-branded hardware products (whether or not displaying a “powered by Getac” trademark, trade name, or logo affixed to them) or any software, even if packaged or sold with Getac hardware. Manufacturers, suppliers, or publishers, other than Getac, may provide their own warranties to the end user purchaser, but Getac, in so far as permitted by law, provides their products “as is”. Software distributed by Getac with or without the Getac brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use. Getac does not warrant that the operation of the product will be uninterrupted or error-free. Getac is not responsible for damage arising from failure to follow instructions relating to the product’s use. Batteries supplied with the product are covered under the warranty for one (1) year from date of purchase. A battery furnished under the warranty is covered for the remaining period of the one year warranty on the original battery or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. The LCD, touchscreen, hard drive/SSD, motherboard, and keyboard are limited to one repair/replacement per part component per 12 month period for damage that occurs due to accidental acts and exposure to environmental conditions. This warranty does not apply to: (a) loss or theft; (b) fire; (c) submersion; (d) acts of god; (e) acts of war; (f) virus-inflicted damage; (g) improper use, intentional misuse or abuse; (h) improper maintenance or modification by anyone other than Getac or a Getac Authorized Service Provider; (i) a product or part that has been modified to alter functionality or capability without the written permission of Getac; (j) a product on which any Getac serial number has been removed or defaced; (k) data recovery from hard drive failure; (l) All consumable items; such as screen protection films, logo badges, labels, cleaning cloths, carry cases, manuals, cables, straps, belts, holsters, tethers, stylus, digitizer pens, and harnesses and any other options and accessories not listed above or covered under a separate warranty. (m) to cosmetic damage that does not affect the functionality of the system, including but not limited to scratches, dents and numerals, letters, icons and symbols silkscreened onto unit keycaps and numerals, letters, icons and symbols silkscreened onto unit cabinet; or (n) negligence (o) operation of product outside the published environmental or electrical parameters (p) use of supplies or parts not meeting Getac’s specifications Please review "Warranty Card" attached for restrictions and other limitations.	*

48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Technicians do not need to travel to perform warranty repairs. Warranty Repair Description - Getac offers an industry-leading warranty (bumper-to-bumper) on our products for a minimum of 3-years (semi-rugged product require service upgrade), which includes accidental damage. With one of the lowest annual failure rates in the computer industry, Getac computers are built-to-survive. If one does need repair, we want to make it as convenient as possible. That's why Getac rugged computers are serviced by FedEx Logistics - a fast, convenient and reliable service so you can quickly get back to doing what you do best. For minor repairs, Getac's Self-Maintainer Program lets customers opt to have replacement parts shipped directly to them. Device Support - Getac employs a multi-layered support structure, at no cost to the End User that includes a Solutions Architect, Field Service Engineer, and a 3-Tier Technical Support team. In addition, Getac's 24/7 technical support is available via email at GetacSupport_US@Getac.com or by phone at +1 (866) EZ-GETAC [+1 (866) 394-3822]. All support requests via phone or email are logged in our internal ticketing system and assigned to the appropriate resource. Escalation to product or software engineering is engaged as needed. The Getac Service Portal allows real-time tracking of hardware repairs and history. For technical support incidents, a ticket # is generated for every request and on-going and final resolution can be obtained by referring to previously assigned ticket #. Getac does not use "off-shore" technical support.	*

49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. Getac repair services are available in US and Canada. For Level I/II Repairs – Getac Self-Maintainer Program empowers in house technicians to provide immediate services to defective unit for minor repairs. For Level I and Level II repairs, the Getac Self-Maintainer Program allows you to perform warranty repairs on Getac products. Instead of shipping products to Getac's US-based Repair Center, the defective part can be swapped out by your own technicians. This allows you keep possession of your products and minimize downtime. Self-Maintainer repairs include all parts, and materials at no additional cost. Common cosmetic repairs like hatch door replacement are also included. Getac provides training for your team as part of the Self- Maintainer Program with an emphasis on parts replacement, product use and Getac's Service System processing. Upon successful completion of training, Getac supplies you an initial stock of seed parts to inventory at your location. When a repair is needed, your technician diagnoses the problem, creates an RMA in Getac's Online Service System (GSS) then removes the required part from Getac consigned inventory and repairs the unit. To replenish the inventory, simply place the defective part in the used part box, put a copy of the RMA inside, write the RMA number on the outside of the box and return it to Getac. Upon receipt of the defective part, Getac will ship out a replacement part to you. When you receive the new part, place it into inventory for future repairs. To ensure our high standard for repair is met, Getac has established the following qualification requirements for the Self-Maintainer Program: • Repairs are limited to customer owned product—150-unit minimum • Must be a current Getac USA customer in good business standing • Must have Service and Spare Parts Agreement in place with Getac • Must have qualified technicians on staff capable of repairing Getac products • Must have a dedicated environment and tools appropriate to repair products • Maintain product repair information and problem codes in the Getac Service Portal for product tracking and spare part replenishment Level III Repairs - FedEx TechConnect Program was designed to offer fast, convenient, reliable service repairs that can be initiated 24 hours a day, 7 days a week on Getac Service Portal. With one of the lowest annual failure rates in the computer industry, Getac computers are built to survive. If one does need repair beyond the Level I & Level II Self-Maintainer program, we want to make it as convenient as possible. Getac has partnered with FedEx TechConnect, a fast, convenient, reliable service repair center located in Memphis, TN. The End-of- runway location ensures shorter time in transit for express shipments and 3 day or less transit by FedEx Ground for most of the US. Warranty repairs can be initiated 24 hours a day, 7 days a week on the Getac service portal. With over 1,800 FedEx Office locations nationwide, it's easy to find a convenient drop-off location to and US-based end user. Once the device is shipped to the end of runway state of the art facility, technology repair specialists, certified by Getac, provide diagnostics, repair, re-image and upgrade services with quality assurance methodologies designed to verify that everything is working properly. All Getac warranty repairs are performed by expert technicians using only Getac original production parts. Every repair comes with online three-stage tracking of the inbound shipment to the repair center, during repair or upgrade, and the return shipment back to the designated location. With the 24/7 online monitored chain of custody, your system is always either with FedEx or you. Average repair time, excluding shipping, is 3.1 days.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All Third Party products warranty will be passed to the original equipment manufacturer. Third Party Product Warranty Services – All third-party product warranty procurement processes, descriptions, and contact information will be available on a link at the Sourcewell/Getac website under Third Party products.	*

51	What are your proposed exchange and return programs and policies?	In accordance with generally accepted rugged manufacturing return and exchange policies, Getac does not allow exchanges or returns on any delivered products. each product is custom made-to-order and will only be promptly replaced if it arrives Dead-On-Arrival (DOA). Getac RSMs and certified resellers take great care to support the buyer through the procurement process to ensure the exact device(s) order meet and/or exceed all desired end user specifications.	*

52	Describe any service contract options for the items included in your proposal.	Additional Accessory/Service Warranty Details Peripherals - Getac peripherals come with at least 1-year warranty as standard. However, should you wish to extend the warranty on your Getac device, it makes sense to do the same for your peripherals. • We can offer extensions to year 2 ~ 5 from the standard warranty on Getac or 3rd party accessory, keyboard, docks and rugged power supplies. • If your accessory fails, log onto our Getac Service Portal and request a repair. Once returned, your accessory will be repaired, tested and shipped back to you. • If you work to a longer refresh cycle or are looking to extend your current devices working life email us at GetacSupport_US@Getac.com or by phone at +1 (866) EZ-GETAC [+1 (866) 394-3822] to discuss additional warranty extensions options. Batteries - We pride ourselves on the quality of batteries and their ability to perform throughout a full day. However, batteries are considered to be “consumable” as there are limitations on the recharge cycles of all batteries. Since batteries are consumable products, the industry standard and that of Getac is to provide a 1-year warranty. • You can extend this with our Battery Warranty so that should it fail we will send you a replacement battery. • A battery is considered good if it maintains 50% of its charge capacity during the warranty period. Expedited Service - For customers who want their mission-critical equipment repaired faster, we have two options for expedited service available for an additional fee. No more internal challenges waiting for estimates and approvals, just report your product issue via our Service Request system and we’ll take care of the rest Option 1 - Express Care Option 2 - Priority Care 2 Days Shipping Overnight Shipping Line Hopping Priority Front of Queue Priority 2 Days Repair 1 Day Repair To ensure that our high standard for repair is met, Getac has established the following qualification requirements for the Expedited Service Program: • Must purchase Expedited Service Program with Getac product at the same time. • All purchases are recorded in the Getac Service System. When devices need repair, register the service request (SR), which will automatically generate expedited service information in SR. • Getac provides a 3-year expedited service for 3-year warranty products, and provides a 5-year expedited service for 5-year warranty products. • Accessories are not included in this program Extended Warranty - Extend your standard warranty from 3 years up to 5 years, for specific projects we can offer up to 7 years of extended warranty. Getac’s standard warranty for fully rugged devices includes the Bumper-to-Bumper warranty which covers accidental damage. The Extended Warranty covers any repairs in the same manner as the standard warranty. • Getac provides coverage for failures due to defects in materials or workmanship that occur with normal use. • All system components are covered under the extended warranty, except consumable items. • Purchase the Extended Warranty option at the point of sale or within 3 months of purchasing your Getac device. Keep Your Hard Drive Warranty (KYHW) - Getac is experienced in dealing with security-industry customers that require top-level security to protect the data on their devices. For these customers, we can ship you a replacement HDD / SSD. • Getac takes reasonable precautions to protect your data while it is in our hands. However, some customers’ devices hold sensitive data that they cannot take any risks. Keep Your Hard Drive warranty option is designed for these customers. If you handle data of a sensitive nature, for national security or commercial reasons, then add this to your warranty.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	The value-added reseller partners supporting this contract have specific focuses on State and Local Government entities. These partners are aligned with the Getac Public Sector team and receive additional support from Getac's Field Sales organization. This alignment ensures partners have the proper support and competence to master the requirements set forth by the partnering government end users. The appointed resellers include large national organizations as well as local partners who often provide additional services around product deployment and implementation of Getac devices. These value- added resellers will work directly with the participating agencies to provide both pre- and post- sales support, quotes, as well as installation and implementation services. Getac's value-added resellers will be the primary points of contact for acceptance of orders, invoicing, and payment. Payment terms are generally Net30. These value-added resellers will source all Getac solutions and services through Getac's appointed distribution partners, who have a direct purchasing relationship with Getac, the manufacturer. Upon receiving a fully executed purchase order from the government end user, the value-added reseller will issue purchase order to one of the appointed distributor partners. The purchase order to distribution will include a copy of the end customer's purchase order for the purpose of tracking and reporting as indicated below.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Paul Levand Vice-President of Business Development "On the North Coast of America" 216-496-6711 plevand@rivercapital.com | www.rivercapital.com	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Getac is prepared to accept the buyers standard transaction documents and do use any mandatory forms, SLAs or T&Cs in connection with award.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No. ACH preferred method of payment.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Getac will provide a minimum discount off MSRP by Category. Additional discounts may be offered at the discretion of the certified Getac reseller. See" Getac Proposed Pricing Sheet" for additional details.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Getac pricing sheet includes SKU, Description, MSRP, % Off Discount by Category, and Proposed Sourcewell NTE price. See "Getac Proposed Pricing Sheet."	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Getac does not offer quantity or volume discounts or rebate programs. They may be offered by the certified reseller.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Getac does not sell open market items and only sells Getac labeled products and related accessories and peripherals. All SKUs and descriptions and NLT price can be reviewed on the "Getac Proposed Pricing Sheet."	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Getac does not have additional costs associated with the purchase of items identified in the "Getac Proposed Pricing Sheet."	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and/or shipping is included in the price of the device.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery and/or shipping is included in the price of the device.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Upon award, GETAC will have a master price file/catalog set up that include the guaranteed category discounts along with the scope of products allowed under the contract and thresholds tied to each part number as approved by the Administrator defined in the awarded Master Agreement. During each setup process, these price files are reviewed by contract and pricing operations personnel for accuracy as part of GETAC's contract compliance and pricing management business processes. These same reviews and approvals occur each time a product is added, or a contract modification is received. GETAC's price file/catalog of products under each category is tied systematically to the MSRP list price and tied to the discounts that automatically pre-calculate the price file/catalog in accordance with the discount that is reflected and flowed to the contract website and the Inside Sales Representatives' quoting tool. The GETAC system that houses the price list/catalogs were recently audited to ensure compliance, and GETAC agrees to conduct random checks during the term of to ensure quotes provided are at the discount off list price he contracts as required. Getac will conduct a quarterly self-audit, that will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings will be reported to Lead Agency with actions to correct documented findings. GETAC audits purchase orders and corresponding invoices randomly on a quarterly basis under existing contracts today and will continue this process under a new awarded contract. The website, quotes and invoices generated through GETAC systems are based on the contract number tied to a specific price file/catalog for pricing and systematically flows. GETAC agrees to conduct random checks during the term of the contract as required. Quotes automatically reflect the discount off GETAC's list price as required under the contract, and invoices will reflect the lowest price at the time the product ships. If an order is received for GETAC-branded product and a price decrease was generated prior to shipment, the procuring entity will receive the price decrease reflected on the invoice, providing them additional savings.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The Contract Administrator will be responsible to provide quarterly and annual sales reports to Getac leadership team and cooridnate with our training and marketing teams to produce materials to encourage Sourcewell contract use. After the first year baseline sales, the Contract administrator with direction from the Executive team, will establish increase sales goals and RSMs will be expected to meet sales goals in order to achieve the highest level of annual bonus payouts.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1.25%	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Getac offers rugged computing product lines of all sizes including rugged notebooks, rugged tablets, rugged handheld for federal, education, military, public sector, utility, manufacturing, transportation & logistics, insurance, automotive maintenance, and field-service customers. Currently Getac has over 19,300 devices valued at $82.5M deployed in Federal Government (Non-Military), including transit authorities, public utilities and services, emergency preparedness organizations, judicial support and services and other NGOs. Getac currently manufacturers Rugged Laptops ranging in screen size from 11.6" to 15.6." Getac currently manufactures Rugged Tablets and Handheld PCs ranging in screen size from 7" to 14" and has both Windows and Android OS available. Please review the "Getac Lineup Card" for detailed specifications for each device proposed in this RFB.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We do not wish to add subcategories. We have listed our products based on minimum specifications identified in the RFP. We will have an "Accessory/Peripheral" category. See below. Rugged Laptop Category - X600, X500, B360, S410, V110 Rugged Tablet Category - A140, K120, F110, UX10, T800 Rugged Handheld PC Category - ZX10, ZX70(Android OS) Accessories/Peripherals - Power Adapters, Stylus Pens, Digitizer Pen, Carry Bag, Dual Battery Charger, High Capacity Battery, Keyboard Dock, Multi-Bay Charger, Office Dock, Hand strap, Shoulder strap, Screen Protector, Standard battery, Vehicle dock	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments	
71	Law Enforcement duty gear	○ Yes ◉ No	N/A	*
72	Traffic safety enforcement equipment, devices, and instruments	◉ Yes ○ No	Getac solutions are built to improve upon the computer-aided dispatch software (CAD) and police records management system (RMS) you already use. Writing citations, collision reports, and DUI arrest reports has never been easier thanks to Getac solutions. With our rugged devices, you can write, sync, and submit all the documents required from the field electronically, saving time, and reducing errors. Getac rugged devices are built with law enforcement in mind, providing you access to information to stay situationally aware as you protect and serve. Whether on patrol or during an emergency, Getac devices allow you to remain in contact with command, dispatch, and your fellow officers to make sure everyone is safe and informed.	*
73	Crime scene management and evidence collection equipment and supplies	○ Yes ◉ No	N/A	*
74	Tactical and EOD equipment (with the exception of those items excluded in subsections 2. or 3. of RFP)	◉ Yes ○ No	ANSI rated rugged devices available for EOD environments	*
75	Services related to the offering of the solutions in subsections above, such as training, installation, testing, maintenance, warranty programs, and technical support	○ Yes ◉ No	N/A	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell Pricing Page_Final.pdf - Wednesday August 31, 2022 13:23:12
- Financial Strength and Stability - Financial Review Form.pdf - Tuesday August 09, 2022 14:38:46
- Marketing Plan/Samples - Marketing Plan.pdf - Wednesday August 31, 2022 12:37:18
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty Details.pdf - Tuesday August 09, 2022 17:33:13
- Standard Transaction Document Samples - Sample Quote.pdf - Wednesday August 31, 2022 11:28:20
- Upload Additional Document - Getac-All in One-US-July2022.pdf - Wednesday August 10, 2022 17:29:18

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tammy Tubbs, Capture Manager, Getac, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Law_Enforcement_Equipment_RFP_090122 Wed August 24 2022 02:56 PM	☑	1
Addendum_4_Law_Enforcement_Equipment_RFP_090122 Wed August 17 2022 04:20 PM	☑	2
Addendum_3_Law_Enforcement_Equipment_RFP_090122 Tue August 16 2022 09:33 AM	☑	1
Addendum_2_Law_Enforcement_Equipment_RFP_090122 Wed August 10 2022 07:59 AM	☑	1
Addendum_1_Law_Enforcement_Equipment_RFP_090122 Mon July 18 2022 04:34 PM	☑	2

Getac #090122-GET

Pricing for contract #090122-GET is provided to Sourcewell participating agencies at the following discounts.

Rugged Laptop	15% off MSRP
Rugged Tablet	10% off MSRP
Rugged Handheld PC (Android)	10% off MSRP
Accessories/Peripherals	10% off MSRP
Warranty	10% off MSRP
Services	5% off MSRP
Video Body Worn Camera	10% off MSRP
In-Car/Interview Room Camera	10% off MSRP
Video Accessories	10% off MSRP
Video Warranty	10% off MSRP
Video Services	5% off MSRP

As of Friday, August, 16 2024, the current Authorized Resellers for the Sourcewell Contract #090122- GET are listed below. Copies of the executed MOA are available upon request.



1	American Barcode and RFID (AB&R)
2	Brite
3	Brooks Network
4	Code 3 Technology
5	Dealer Direct (Rugged.One)
6	DuraTech USA, Inc.
7	Ensemble Solutions
8	Glacier Computer
9	Golden Star Technology, Inc. (GST)
10	GovDirect
11	Guardian Fleet Safety
12	Island Tech Services, Inc. (ITS)
13	Magnum Eletronics, Inc.
14	Midwest Public Safety
15	Modern Networks
16	PCN Strategies
17	Pinnacle Networx
18	Preferred Communications (SatStar)
19	ProLogic ITS
20	Public Safety Solutions
21	Saitech, Inc.
22	Sector LLC
23	Strategic Sourcing, Inc.
24	Unistar-Sparco Computers
25	Wireless Access Technologies

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: **October 8, 2024**

SUBJECT: **Consideration of Resolution 2024-158, Amending the Classification and Compensation Plan**

RECOMMENDATION:

Adopt Resolution 2024-158.

BACKGROUND:

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

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

JUSTIFICATION:

Proposed changes to the Classification and Compensation plan include:

Electric Utility

Due to compaction with direct reports, staff is requesting an adjustment to the salary range for the Electric Planning Supervisor (Job Code 7010) from range U90 to U92, and an adjustment for the Powerline Crew Superintendent (Job Code 7023) from range U90 to U92.

FISCAL IMPACT:

Position/Range	Proposed Salary Range	Current Salary Range	Proposed Based Wage Difference
Electric Planning Supervisor	$ 170,946.71	$ 162,709.46	$ 8,237.25
Powerline Crew Superintendent	$ 175,306.88	$ 166,859.68	$ 8,447.20
Total Annual Fiscal Impact			**$ 16,684.45**

ALTERNATIVES:

Do not adopt Resolution 2024-158 and provide alternative direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2024-158, Class and Comp.docx
2. Exhibit A - Salary Tables FY 23-24 IBEW Utility.pdf

RESOLUTION 2024-158

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE CLASSIFICATION AND COMPENSATION PLAN FOR THE CITY OF BANNING TO ADJUST THE SALARY RANGE OF THE ELECTRIC PLANNING SUPERVISOR AND THE POWERLINE CREW SUPERINTENDENT

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

WHEREAS, the proposed reclassification of the select position set forth in Section 1 of this Resolution will provide a range adjustment for current Electric Utility Development staff; and

WHEREAS, changes to job descriptions, job titles, and/or pay ranges require City Council approval and will be effective the first full pay period following Council approval.

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

SECTION 1. The City Council approves the following updated position control for Fiscal Year 2024-25: (1) Amend the pay range for the Electric Planning Supervisor (from U90 to U92) and (2) Amend the pay range for the Powerline Crew Superintendent (from U90 to U92).

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 8th day of October 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 2024-158, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 8th day of October 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

Exhibit A
Utility Salary Schedule

CITY OF BANNING

Grade Step Table - IBEWU

UTILITY EMPLOYEES UNIT

MOU: The International Brotherhood of Electric Workers - Local 47 (Utility Unit)

Effective: 7/1/2023

2.5506% Between Steps

Base Wage Increase (BWI) 3%

Grade	Pay Frequency	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
U40	Hourly	17.2520	17.6921	18.1433	18.6061	19.0806	19.5673	20.0664	20.5782	21.1031	21.6413	22.1933	22.7594	23.3399
	Biweekly	1,380.16	1,415.36	1,451.46	1,488.49	1,526.45	1,565.39	1,605.31	1,646.26	1,688.25	1,731.31	1,775.47	1,820.75	1,867.19
	Annual	35,884.22	36,799.48	37,738.09	38,700.64	39,687.73	40,700.01	41,738.10	42,802.68	43,894.40	45,013.97	46,162.10	47,339.51	48,546.95
U41	Hourly	17.6830	18.1340	18.5965	19.0709	19.5573	20.0561	20.5677	21.0923	21.6303	22.1820	22.7477	23.3279	23.9229
	Biweekly	1,414.64	1,450.72	1,487.72	1,525.67	1,564.58	1,604.49	1,645.41	1,687.38	1,730.42	1,774.56	1,819.82	1,866.23	1,913.83
	Annual	36,780.64	37,718.77	38,680.82	39,667.42	40,679.17	41,716.74	42,780.76	43,871.93	44,990.93	46,138.47	47,315.27	48,522.10	49,759.70
U42	Hourly	18.1253	18.5876	19.0617	19.5479	20.0465	20.5578	21.0821	21.6199	22.1713	22.7368	23.3167	23.9114	24.5213
	Biweekly	1,450.03	1,487.01	1,524.94	1,563.83	1,603.72	1,644.62	1,686.57	1,729.59	1,773.70	1,818.94	1,865.34	1,912.92	1,961.71
	Annual	37,700.65	38,662.25	39,648.37	40,659.64	41,696.70	42,760.22	43,850.86	44,969.32	46,116.31	47,292.55	48,498.79	49,735.80	51,004.37
U43	Hourly	18.5766	19.0504	19.5363	20.0346	20.5456	21.0696	21.6070	22.1581	22.7233	23.3029	23.8972	24.5068	25.1318
	Biweekly	1,486.13	1,524.03	1,562.90	1,602.77	1,643.65	1,685.57	1,728.56	1,772.65	1,817.86	1,864.23	1,911.78	1,960.54	2,010.55
	Annual	38,639.29	39,624.82	40,635.49	41,671.94	42,734.83	43,824.82	44,942.62	46,088.92	47,264.47	48,470.00	49,706.27	50,974.08	52,274.23
U44	Hourly	19.0428	19.5285	20.0266	20.5374	21.0612	21.5984	22.1493	22.7142	23.2936	23.8877	24.4970	25.1218	25.7625
	Biweekly	1,523.42	1,562.28	1,602.13	1,642.99	1,684.90	1,727.87	1,771.94	1,817.14	1,863.48	1,911.01	1,959.76	2,009.74	2,061.00
	Annual	39,608.97	40,619.23	41,655.27	42,717.73	43,807.28	44,924.63	46,070.48	47,245.55	48,450.60	49,686.38	50,953.68	52,253.31	53,586.08
U45	Hourly	19.5191	20.0170	20.5275	21.0511	21.5880	22.1386	22.7033	23.2824	23.8762	24.4852	25.1097	25.7502	26.4070
	Biweekly	1,561.53	1,601.36	1,642.20	1,684.09	1,727.04	1,771.09	1,816.27	1,862.59	1,910.10	1,958.82	2,008.78	2,060.01	2,112.56
	Annual	40,599.75	41,635.29	42,697.24	43,786.27	44,903.08	46,048.38	47,222.89	48,427.36	49,662.55	50,929.24	52,228.24	53,560.38	54,926.49
U46	Hourly	20.0068	20.5171	21.0404	21.5770	22.1274	22.6918	23.2705	23.8641	24.4728	25.0970	25.7371	26.3935	27.0667
	Biweekly	1,600.54	1,641.37	1,683.23	1,726.16	1,770.19	1,815.34	1,861.64	1,909.13	1,957.82	2,007.76	2,058.97	2,111.48	2,165.34
	Annual	41,614.12	42,675.53	43,764.01	44,880.26	46,024.97	47,198.89	48,402.74	49,637.30	50,903.35	52,201.69	53,533.15	54,898.57	56,298.81
U47	Hourly	20.5070	21.0301	21.5664	22.1165	22.6806	23.2591	23.8524	24.4607	25.0846	25.7244	26.3806	27.0534	27.7435
	Biweekly	1,640.56	1,682.40	1,725.32	1,769.32	1,814.45	1,860.73	1,908.19	1,956.86	2,006.77	2,057.96	2,110.45	2,164.28	2,219.48
	Annual	42,654.57	43,742.52	44,858.21	46,002.37	47,175.70	48,378.97	49,612.92	50,878.35	52,176.05	53,506.85	54,871.60	56,271.15	57,706.40

CITY OF BANNING

Grade Step Table - IBEWU

UTILITY EMPLOYEES UNIT

MOU: The International Brotherhood of Electric Workers - Local 47 (Utility Unit)

Effective: 7/1/2023

2.5506% Between Steps

Base Wage Increase (BWI) 3%

Grade	Pay Frequency	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
U48	Hourly	21.0198	21.5559	22.1057	22.6695	23.2477	23.8407	24.4488	25.0724	25.7118	26.3677	27.0402	27.7299	28.4372
	Biweekly	1,681.58	1,724.47	1,768.46	1,813.56	1,859.82	1,907.25	1,955.90	2,005.79	2,056.95	2,109.41	2,163.21	2,218.39	2,274.97
	Annual	43,721.09	44,836.24	45,979.83	47,152.59	48,355.27	49,588.62	50,853.42	52,150.49	53,480.64	54,844.72	56,243.59	57,678.14	59,149.27
U49	Hourly	21.5456	22.0952	22.6587	23.2367	23.8293	24.4371	25.0604	25.6996	26.3551	27.0273	27.7167	28.4236	29.1486
	Biweekly	1,723.65	1,767.61	1,812.70	1,858.93	1,906.35	1,954.97	2,004.83	2,055.97	2,108.41	2,162.19	2,217.34	2,273.89	2,331.89
	Annual	44,814.92	45,957.97	47,130.17	48,332.28	49,565.04	50,829.25	52,125.70	53,455.21	54,818.64	56,216.85	57,650.71	59,121.15	60,629.10
U50	Hourly	22.0841	22.6473	23.2250	23.8173	24.4248	25.0478	25.6867	26.3418	27.0137	27.7027	28.4093	29.1339	29.8770
	Biweekly	1,766.72	1,811.79	1,858.00	1,905.39	1,953.99	2,003.82	2,054.93	2,107.35	2,161.10	2,216.22	2,272.75	2,330.71	2,390.16
	Annual	45,934.83	47,106.44	48,307.94	49,540.08	50,803.65	52,099.45	53,428.30	54,791.04	56,188.54	57,621.69	59,091.38	60,598.57	62,144.20
U51	Hourly	22.6362	23.2136	23.8056	24.4128	25.0355	25.6741	26.3289	27.0004	27.6891	28.3954	29.1196	29.8623	30.6240
	Biweekly	1,810.90	1,857.08	1,904.45	1,953.03	2,002.84	2,053.92	2,106.31	2,160.04	2,215.13	2,271.63	2,329.57	2,388.99	2,449.92
	Annual	47,083.29	48,284.20	49,515.74	50,778.68	52,073.85	53,402.04	54,764.11	56,160.93	57,593.37	59,062.34	60,568.79	62,113.66	63,697.93
U52	Hourly	23.2021	23.7939	24.4008	25.0231	25.6614	26.3159	26.9871	27.6754	28.3813	29.1052	29.8476	30.6089	31.3896
	Biweekly	1,856.17	1,903.51	1,952.06	2,001.85	2,052.91	2,105.27	2,158.97	2,214.03	2,270.50	2,328.42	2,387.80	2,448.71	2,511.17
	Annual	48,260.31	49,491.24	50,753.56	52,048.08	53,375.62	54,737.02	56,133.14	57,564.88	59,033.13	60,538.82	62,082.93	63,666.42	65,290.29
U53	Hourly	23.7823	24.3889	25.0109	25.6489	26.3031	26.9739	27.6619	28.3675	29.0910	29.8330	30.5939	31.3743	32.1745
	Biweekly	1,902.58	1,951.11	2,000.87	2,051.91	2,104.24	2,157.92	2,212.96	2,269.40	2,327.28	2,386.64	2,447.52	2,509.94	2,573.96
	Annual	49,467.13	50,728.84	52,022.73	53,349.62	54,710.36	56,105.80	57,536.83	59,004.37	60,509.33	62,052.68	63,635.40	65,258.49	66,922.97
U54	Hourly	24.3769	24.9986	25.6362	26.2901	26.9607	27.6483	28.3535	29.0767	29.8183	30.5789	31.3588	32.1587	32.9789
	Biweekly	1,950.15	1,999.89	2,050.90	2,103.21	2,156.85	2,211.87	2,268.28	2,326.14	2,385.47	2,446.31	2,508.71	2,572.69	2,638.31
	Annual	50,703.86	51,997.11	53,323.35	54,683.41	56,078.17	57,508.50	58,975.31	60,479.53	62,022.13	63,604.06	65,226.35	66,890.01	68,596.11
U55	Hourly	24.9863	25.6236	26.2771	26.9473	27.6346	28.3395	29.0623	29.8036	30.5638	31.3433	32.1428	32.9626	33.8033
	Biweekly	1,998.90	2,049.88	2,102.17	2,155.79	2,210.77	2,267.16	2,324.99	2,384.29	2,445.10	2,507.47	2,571.42	2,637.01	2,704.27
	Annual	51,971.40	53,296.99	54,656.38	56,050.44	57,480.07	58,946.15	60,449.63	61,991.46	63,572.62	65,194.10	66,856.94	68,562.19	70,310.94

CITY OF BANNING

Grade Step Table - IBEWU

UTILITY EMPLOYEES UNIT

MOU: The International Brotherhood of Electric Workers - Local 47 (Utility Unit)

Effective: 7/1/2023

2.5506% Between Steps

Base Wage Increase (BWI) 3%

Grade	Pay Frequency	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
U56	Hourly	25.6106	26.2638	26.9337	27.6207	28.3252	29.0477	29.7886	30.5483	31.3275	32.1265	32.9460	33.7863	34.6480
	Biweekly	2,048.85	2,101.11	2,154.70	2,209.66	2,266.02	2,323.81	2,383.08	2,443.87	2,506.20	2,570.12	2,635.68	2,702.90	2,771.84
	Annual	53,270.10	54,628.81	56,022.17	57,451.07	58,916.42	60,419.14	61,960.19	63,540.55	65,161.21	66,823.21	68,527.61	70,275.47	72,067.92
U57	Hourly	26.2511	26.9207	27.6073	28.3115	29.0336	29.7741	30.5335	31.3123	32.1110	32.9300	33.7699	34.6312	35.5145
	Biweekly	2,100.09	2,153.65	2,208.59	2,264.92	2,322.69	2,381.93	2,442.68	2,504.99	2,568.88	2,634.40	2,701.59	2,770.50	2,841.16
	Annual	54,602.32	55,995.00	57,423.21	58,887.85	60,389.84	61,930.15	63,509.74	65,129.61	66,790.81	68,494.38	70,241.39	72,032.97	73,870.24
U58	Hourly	26.9071	27.5934	28.2972	29.0190	29.7591	30.5182	31.2966	32.0948	32.9134	33.7529	34.6138	35.4967	36.4020
	Biweekly	2,152.57	2,207.47	2,263.78	2,321.52	2,380.73	2,441.45	2,503.72	2,567.58	2,633.07	2,700.23	2,769.10	2,839.73	2,912.16
	Annual	55,966.82	57,394.31	58,858.20	60,359.44	61,898.97	63,477.77	65,096.83	66,757.19	68,459.90	70,206.04	71,996.71	73,833.06	75,716.24
U59	Hourly	27.5798	28.2833	29.0047	29.7445	30.5031	31.2812	32.0790	32.8972	33.7363	34.5968	35.4792	36.3841	37.3122
	Biweekly	2,206.39	2,262.66	2,320.38	2,379.56	2,440.25	2,502.49	2,566.32	2,631.78	2,698.90	2,767.74	2,838.34	2,910.73	2,984.97
	Annual	57,366.08	58,829.26	60,329.76	61,868.53	63,446.55	65,064.81	66,724.36	68,426.23	70,171.51	71,961.30	73,796.75	75,679.01	77,609.28
U60	Hourly	28.2693	28.9903	29.7297	30.4880	31.2657	32.0631	32.8809	33.7196	34.5796	35.4616	36.3661	37.2937	38.2449
	Biweekly	2,261.54	2,319.23	2,378.38	2,439.04	2,501.25	2,565.05	2,630.47	2,697.57	2,766.37	2,836.93	2,909.29	2,983.49	3,059.59
	Annual	58,800.11	60,299.86	61,837.87	63,415.11	65,032.57	66,691.29	68,392.32	70,136.74	71,925.64	73,760.18	75,641.51	77,570.82	79,549.34
U61	Hourly	28.9760	29.7151	30.4730	31.2502	32.0473	32.8647	33.7030	34.5626	35.4441	36.3482	37.2753	38.2260	39.2010
	Biweekly	2,318.08	2,377.21	2,437.84	2,500.02	2,563.79	2,629.18	2,696.24	2,765.01	2,835.53	2,907.85	2,982.02	3,058.08	3,136.08
	Annual	60,270.14	61,807.39	63,383.85	65,000.52	66,658.42	68,358.61	70,102.17	71,890.19	73,723.82	75,604.22	77,532.58	79,510.13	81,538.12
U62	Hourly	29.7007	30.4582	31.2351	32.0318	32.8488	33.6866	34.5458	35.4270	36.3306	37.2572	38.2075	39.1820	40.1814
	Biweekly	2,376.05	2,436.66	2,498.81	2,562.54	2,627.90	2,694.93	2,763.67	2,834.16	2,906.44	2,980.58	3,056.60	3,134.56	3,214.51
	Annual	61,777.42	63,353.12	64,969.00	66,626.10	68,325.47	70,068.18	71,855.33	73,688.08	75,567.56	77,494.99	79,471.58	81,498.58	83,577.28
U63	Hourly	30.4432	31.2197	32.0160	32.8326	33.6701	34.5288	35.4095	36.3127	37.2389	38.1887	39.1627	40.1616	41.1860
	Biweekly	2,435.46	2,497.58	2,561.28	2,626.61	2,693.60	2,762.31	2,832.76	2,905.01	2,979.11	3,055.10	3,133.02	3,212.93	3,294.88
	Annual	63,321.95	64,937.04	66,593.32	68,291.85	70,033.71	71,819.99	73,651.83	75,530.39	77,456.87	79,432.48	81,458.49	83,536.17	85,666.84

CITY OF BANNING

Grade Step Table - IBEWU

UTILITY EMPLOYEES UNIT

MOU: The International Brotherhood of Electric Workers - Local 47 (Utility Unit)

Effective: 7/1/2023

2.5506% Between Steps

Base Wage Increase (BWI) 3%

Grade	Pay Frequency	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
U64	Hourly	31.2043	32.0002	32.8164	33.6534	34.5118	35.3920	36.2948	37.2205	38.1698	39.1434	40.1418	41.1656	42.2156
	Biweekly	2,496.34	2,560.02	2,625.31	2,692.27	2,760.94	2,831.36	2,903.58	2,977.64	3,053.59	3,131.47	3,211.34	3,293.25	3,377.25
	Annual	64,904.97	66,560.43	68,258.13	69,999.12	71,784.51	73,615.45	75,493.09	77,418.61	79,393.25	81,418.26	83,494.91	85,624.53	87,808.47
U65	Hourly	31.9845	32.8003	33.6369	34.4948	35.3746	36.2769	37.2022	38.1511	39.1242	40.1221	41.1454	42.1949	43.2711
	Biweekly	2,558.76	2,624.02	2,690.95	2,759.59	2,829.97	2,902.15	2,976.18	3,052.09	3,129.93	3,209.76	3,291.63	3,375.59	3,461.69
	Annual	66,527.72	68,224.57	69,964.71	71,749.23	73,579.26	75,455.98	77,380.56	79,354.23	81,378.23	83,453.87	85,582.44	87,765.31	90,003.85
U66	Hourly	32.7837	33.6199	34.4774	35.3568	36.2586	37.1834	38.1318	39.1044	40.1018	41.1247	42.1736	43.2493	44.3524
	Biweekly	2,622.70	2,689.59	2,758.20	2,828.55	2,900.69	2,974.68	3,050.55	3,128.35	3,208.15	3,289.97	3,373.89	3,459.94	3,548.19
	Annual	68,190.20	69,929.46	71,713.08	73,542.19	75,417.96	77,341.57	79,314.24	81,337.23	83,411.82	85,539.32	87,721.09	89,958.50	92,252.98
U67	Hourly	33.6033	34.4604	35.3393	36.2407	37.1651	38.1130	39.0851	40.0820	41.1043	42.1528	43.2279	44.3305	45.4612
	Biweekly	2,688.26	2,756.83	2,827.15	2,899.26	2,973.21	3,049.04	3,126.81	3,206.56	3,288.35	3,372.22	3,458.23	3,546.44	3,636.89
	Annual	69,894.89	71,677.63	73,505.84	75,380.68	77,303.34	79,275.04	81,297.02	83,370.59	85,497.04	87,677.72	89,914.03	92,207.38	94,559.22
U68	Hourly	34.4432	35.3217	36.2226	37.1465	38.0939	39.0656	40.0620	41.0838	42.1317	43.2063	44.3083	45.4384	46.5974
	Biweekly	2,755.45	2,825.73	2,897.81	2,971.72	3,047.52	3,125.25	3,204.96	3,286.70	3,370.53	3,456.50	3,544.66	3,635.07	3,727.79
	Annual	71,641.80	73,469.09	75,342.99	77,264.69	79,235.41	81,256.38	83,328.91	85,454.30	87,633.89	89,869.08	92,161.28	94,511.95	96,922.57
U69	Hourly	35.3045	36.2050	37.1284	38.0754	39.0466	40.0425	41.0638	42.1112	43.1853	44.2868	45.4164	46.5748	47.7627
	Biweekly	2,824.36	2,896.40	2,970.28	3,046.04	3,123.73	3,203.40	3,285.11	3,368.90	3,454.82	3,542.94	3,633.31	3,725.98	3,821.02
	Annual	73,433.40	75,306.39	77,227.16	79,196.91	81,216.91	83,288.43	85,412.78	87,591.32	89,825.42	92,116.51	94,466.03	96,875.49	99,346.39
U70	Hourly	36.1874	37.1104	38.0569	39.0276	40.0230	41.0438	42.0907	43.1643	44.2652	45.3942	46.5521	47.7394	48.9571
	Biweekly	2,894.99	2,968.83	3,044.55	3,122.21	3,201.84	3,283.51	3,367.26	3,453.14	3,541.22	3,631.54	3,724.16	3,819.15	3,916.56
	Annual	75,269.70	77,189.53	79,158.32	81,177.34	83,247.85	85,371.17	87,548.64	89,781.66	92,071.63	94,420.01	96,828.28	99,297.99	101,830.68
U71	Hourly	37.0917	38.0377	39.0079	40.0029	41.0232	42.0695	43.1425	44.2429	45.3714	46.5286	47.7154	48.9324	50.1805
	Biweekly	2,967.33	3,043.02	3,120.63	3,200.23	3,281.85	3,365.56	3,451.40	3,539.44	3,629.71	3,722.29	3,817.23	3,914.59	4,014.44
	Annual	77,150.70	79,118.50	81,136.50	83,205.97	85,328.22	87,504.60	89,736.49	92,025.31	94,372.51	96,779.57	99,248.03	101,779.45	104,375.44

CITY OF BANNING

Grade Step Table - IBEWU

UTILITY EMPLOYEES UNIT

MOU: The International Brotherhood of Electric Workers - Local 47 (Utility Unit)

Effective: 7/1/2023

2.5506% Between Steps

Base Wage Increase (BWI) 3%

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U72	Hourly	38.0193	38.9890	39.9835	41.0033	42.0491	43.1216	44.2215	45.3494	46.5061	47.6923	48.9087	50.1562	51.4354
	Biweekly	3,041.54	3,119.12	3,198.68	3,280.26	3,363.93	3,449.73	3,537.72	3,627.95	3,720.49	3,815.38	3,912.70	4,012.49	4,114.83
	Annual	79,080.12	81,097.13	83,165.60	85,286.82	87,462.14	89,692.95	91,980.66	94,326.72	96,732.62	99,199.88	101,730.07	104,324.80	106,985.71
U73	Hourly	38.9696	39.9635	40.9828	42.0282	43.1001	44.1994	45.3268	46.4829	47.6685	48.8843	50.1312	51.4098	52.7211
	Biweekly	3,117.57	3,197.08	3,278.63	3,362.25	3,448.01	3,535.95	3,626.14	3,718.63	3,813.48	3,910.75	4,010.49	4,112.78	4,217.68
	Annual	81,056.72	83,124.15	85,244.31	87,418.55	89,648.25	91,934.82	94,279.71	96,684.41	99,150.44	101,679.37	104,272.81	106,932.39	109,659.81
U74	Hourly	39.9437	40.9625	42.0073	43.0788	44.1775	45.3043	46.4599	47.6449	48.8601	50.1063	51.3843	52.6949	54.0390
	Biweekly	3,195.50	3,277.00	3,360.59	3,446.30	3,534.20	3,624.35	3,716.79	3,811.59	3,908.81	4,008.51	4,110.75	4,215.60	4,323.12
	Annual	83,082.98	85,202.09	87,375.26	89,603.85	91,889.29	94,233.01	96,636.52	99,101.33	101,629.01	104,221.16	106,879.43	109,605.49	112,401.09
U75	Hourly	40.9424	41.9867	43.0576	44.1558	45.2820	46.4370	47.6214	48.8360	50.0817	51.3590	52.6690	54.0124	55.3900
	Biweekly	3,275.39	3,358.93	3,444.61	3,532.46	3,622.56	3,714.96	3,809.71	3,906.88	4,006.53	4,108.72	4,213.52	4,320.99	4,431.20
	Annual	85,160.15	87,332.24	89,559.74	91,844.05	94,186.62	96,588.95	99,052.54	101,578.98	104,169.85	106,826.81	109,551.53	112,345.75	115,211.24
U76	Hourly	41.9661	43.0365	44.1342	45.2598	46.4142	47.5981	48.8121	50.0571	51.3339	52.6432	53.9859	55.3629	56.7750
	Biweekly	3,357.29	3,442.92	3,530.73	3,620.79	3,713.14	3,807.85	3,904.97	4,004.57	4,106.71	4,211.46	4,318.87	4,429.03	4,542.00
	Annual	87,289.46	89,515.86	91,799.06	94,140.48	96,541.63	99,004.02	101,529.22	104,118.82	106,774.48	109,497.87	112,290.72	115,154.81	118,091.94
U77	Hourly	43.0155	44.1126	45.2378	46.3916	47.5748	48.7883	50.0327	51.3088	52.6175	53.9596	55.3359	56.7473	58.1947
	Biweekly	3,441.24	3,529.01	3,619.02	3,711.33	3,805.99	3,903.06	4,002.61	4,104.71	4,209.40	4,316.77	4,426.87	4,539.78	4,655.57
	Annual	89,472.16	91,754.24	94,094.52	96,494.50	98,955.69	101,479.65	104,067.99	106,722.35	109,444.41	112,235.90	115,098.59	118,034.29	121,044.87
U78	Hourly	44.0905	45.2151	46.3683	47.5510	48.7638	50.0076	51.2831	52.5911	53.9325	55.3081	56.7188	58.1655	59.6491
	Biweekly	3,527.24	3,617.21	3,709.47	3,804.08	3,901.11	4,000.61	4,102.65	4,207.29	4,314.60	4,424.65	4,537.51	4,653.24	4,771.92
	Annual	91,708.25	94,047.36	96,446.13	98,906.09	101,428.79	104,015.83	106,668.86	109,389.56	112,179.65	115,040.90	117,975.13	120,984.21	124,070.03
U79	Hourly	45.1930	46.3457	47.5278	48.7400	49.9832	51.2581	52.5655	53.9062	55.2811	56.6911	58.1371	59.6199	61.1406
	Biweekly	3,615.44	3,707.66	3,802.22	3,899.20	3,998.66	4,100.65	4,205.24	4,312.50	4,422.49	4,535.29	4,650.97	4,769.59	4,891.25
	Annual	94,001.46	96,399.06	98,857.81	101,379.28	103,965.06	106,616.79	109,336.16	112,124.89	114,984.74	117,917.54	120,925.15	124,009.47	127,172.45

CITY OF BANNING

Grade Step Table - IBEWU

UTILITY EMPLOYEES UNIT

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Effective: 7/1/2023

2.5506% Between Steps

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Grade	Pay Frequency	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
U80	Hourly	46.3224	47.5039	48.7155	49.9580	51.2323	52.5390	53.8791	55.2533	56.6626	58.1078	59.5899	61.1098	62.6685
	Biweekly	3,705.79	3,800.31	3,897.24	3,996.64	4,098.58	4,203.12	4,310.32	4,420.26	4,533.01	4,648.63	4,767.19	4,888.79	5,013.48
	Annual	96,350.53	98,808.05	101,328.24	103,912.72	106,563.12	109,281.12	112,068.44	114,926.86	117,858.19	120,864.28	123,947.04	127,108.43	130,350.46
U81	Hourly	47.4804	48.6915	49.9334	51.2070	52.5131	53.8525	55.2260	56.6346	58.0792	59.5605	61.0797	62.6376	64.2352
	Biweekly	3,798.43	3,895.32	3,994.67	4,096.56	4,201.05	4,308.20	4,418.08	4,530.77	4,646.33	4,764.84	4,886.37	5,011.01	5,138.82
	Annual	98,759.29	101,278.25	103,861.45	106,510.54	109,227.20	112,013.15	114,870.15	117,800.03	120,804.64	123,885.88	127,045.72	130,286.14	133,609.22
U82	Hourly	48.6674	49.9088	51.1817	52.4872	53.8259	55.1988	56.6067	58.0505	59.5311	61.0495	62.6067	64.2035	65.8411
	Biweekly	3,893.40	3,992.70	4,094.54	4,198.97	4,306.07	4,415.90	4,528.53	4,644.04	4,762.49	4,883.96	5,008.53	5,136.28	5,267.29
	Annual	101,228.27	103,810.20	106,457.99	109,173.30	111,957.88	114,813.48	117,741.91	120,745.03	123,824.76	126,983.03	130,221.86	133,543.30	136,949.45
U83	Hourly	49.8841	51.1565	52.4613	53.7993	55.1716	56.5788	58.0219	59.5018	61.0194	62.5758	64.1718	65.8086	67.4871
	Biweekly	3,990.73	4,092.52	4,196.90	4,303.95	4,413.72	4,526.30	4,641.75	4,760.14	4,881.55	5,006.06	5,133.75	5,264.69	5,398.97
	Annual	103,758.98	106,405.46	109,119.44	111,902.64	114,756.82	117,683.81	120,685.46	123,763.66	126,920.37	130,157.61	133,477.41	136,881.88	140,373.19
U84	Hourly	51.1312	52.4354	53.7728	55.1443	56.5508	57.9932	59.4724	60.9893	62.5449	64.1402	65.7761	67.4538	69.1743
	Biweekly	4,090.50	4,194.83	4,301.82	4,411.55	4,524.07	4,639.46	4,757.79	4,879.14	5,003.59	5,131.21	5,262.09	5,396.30	5,533.94
	Annual	106,352.96	109,065.59	111,847.42	114,700.20	117,625.75	120,625.91	123,702.59	126,857.75	130,093.38	133,411.55	136,814.34	140,303.93	143,882.52
U85	Hourly	52.4095	53.7463	55.1171	56.5229	57.9646	59.4431	60.9592	62.5140	64.1085	65.7437	67.4205	69.1402	70.9036
	Biweekly	4,192.76	4,299.70	4,409.37	4,521.83	4,637.17	4,755.44	4,876.74	5,001.12	5,128.68	5,259.49	5,393.64	5,531.21	5,672.29
	Annual	109,011.78	111,792.23	114,643.61	117,567.71	120,566.39	123,641.56	126,795.16	130,029.19	133,345.72	136,746.83	140,234.70	143,811.53	147,479.58
U86	Hourly	53.7197	55.0899	56.4950	57.9360	59.4137	60.9291	62.4832	64.0769	65.7112	67.3873	69.1060	70.8687	72.6762
	Biweekly	4,297.58	4,407.19	4,519.60	4,634.88	4,753.10	4,874.33	4,998.66	5,126.15	5,256.90	5,390.98	5,528.48	5,669.49	5,814.10
	Annual	111,737.07	114,587.04	117,509.70	120,506.90	123,580.55	126,732.59	129,965.04	133,279.92	136,679.36	140,165.51	143,740.57	147,406.81	151,166.57
U87	Hourly	55.0627	56.4672	57.9074	59.3844	60.8991	62.4524	64.0453	65.6788	67.3540	69.0719	70.8337	72.6404	74.4931
	Biweekly	4,405.02	4,517.37	4,632.59	4,750.75	4,871.93	4,996.19	5,123.62	5,254.30	5,388.32	5,525.76	5,666.70	5,811.23	5,959.45
	Annual	114,530.50	117,451.72	120,447.44	123,519.57	126,670.06	129,900.91	133,214.16	136,611.92	140,096.35	143,669.64	147,334.08	151,091.98	154,945.74

CITY OF BANNING

Grade Step Table - IBEWU

UTILITY EMPLOYEES UNIT

MOU: The International Brotherhood of Electric Workers - Local 47 (Utility Unit) Effective: 7/1/2023

2.5506% Between Steps Base Wage Increase (BWI) 3%

Grade	Pay Frequency	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
U88	Hourly	56.4393	57.8789	59.3551	60.8690	62.4215	64.0137	65.6464	67.3208	69.0379	70.7987	72.6045	74.4564	76.3555
	Biweekly	4,515.14	4,630.31	4,748.41	4,869.52	4,993.72	5,121.09	5,251.71	5,385.66	5,523.03	5,663.90	5,808.36	5,956.51	6,108.44
	Annual	117,393.76	120,388.01	123,458.63	126,607.56	129,836.81	133,148.43	136,544.52	140,027.22	143,598.75	147,261.38	151,017.43	154,869.28	158,819.38
U89	Hourly	57.8503	59.3258	60.8390	62.3907	63.9821	65.6140	67.2876	69.0038	70.7638	72.5687	74.4196	76.3178	78.2644
	Biweekly	4,628.02	4,746.07	4,867.12	4,991.26	5,118.57	5,249.12	5,383.00	5,520.30	5,661.10	5,805.50	5,953.57	6,105.42	6,261.15
	Annual	120,328.61	123,397.71	126,545.09	129,772.75	133,082.73	136,477.14	139,958.13	143,527.90	147,188.72	150,942.92	154,792.87	158,741.02	162,789.86
U90	Hourly	59.2965	60.8090	62.3600	63.9505	65.5816	67.2544	68.9698	70.7289	72.5329	74.3829	76.2801	78.2257	80.2210
	Biweekly	4,743.72	4,864.72	4,988.80	5,116.04	5,246.53	5,380.35	5,517.58	5,658.31	5,802.63	5,950.63	6,102.41	6,258.06	6,417.68
	Annual	123,336.82	126,482.65	129,708.72	133,017.07	136,409.80	139,889.07	143,457.08	147,116.10	150,868.44	154,716.49	158,662.69	162,709.54	166,859.61
U91	Hourly	60.7790	62.3292	63.9190	65.5493	67.2212	68.9357	70.6940	72.4971	74.3462	76.2425	78.1871	80.1814	82.2265
	Biweekly	4,862.32	4,986.34	5,113.52	5,243.94	5,377.69	5,514.86	5,655.52	5,799.77	5,947.70	6,099.40	6,254.97	6,414.51	6,578.12
	Annual	126,420.24	129,644.72	132,951.44	136,342.50	139,820.05	143,386.30	147,043.51	150,794.00	154,640.15	158,584.40	162,629.26	166,777.28	171,031.10
U92	Hourly	62.2984	63.8874	65.5169	67.1880	68.9017	70.6591	72.4613	74.3095	76.2049	78.1486	80.1418	82.1859	84.2822
	Biweekly	4,983.88	5,110.99	5,241.35	5,375.04	5,512.14	5,652.73	5,796.91	5,944.76	6,096.39	6,251.89	6,411.35	6,574.87	6,742.57
	Annual	129,580.75	132,885.84	136,275.22	139,751.06	143,315.55	146,970.96	150,719.60	154,563.85	158,506.16	162,549.01	166,694.99	170,946.71	175,306.88

POWERLINE/METER APPRENTICE	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	PHASE 6	PHASE 7 - PROBATIONARY POWERLINE/METER TEST TECH APPRENTICE
U82	65% U82 13	70% U82 13	75% U82 13	80% U82 13	85% U82 13	90% U82 13	95% U82 13
Hourly	42.7967	46.0888	49.3808	52.6729	55.9649	59.2570	62.5490
Biweekly	3,423.74	3,687.10	3,950.47	4,213.83	4,477.19	4,740.56	5,003.92
Annual	89,017.14	95,864.62	102,712.09	109,559.56	116,407.04	123,254.51	130,101.98

POWERLINE APPRENT (RG CERT)	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	PHASE 6	PHASE 7 - PROBATIONARY POWERLINE APPRENTICE (RUBBER GLOVE CERTIFIED)
U84	65% U84 13	70% U84 13	75% U84 13	80% U84 13	85% U84 13	90% U84 13	95% U84 13
Hourly	44.9633	48.4220	51.8807	55.3394	58.7981	62.2569	65.7156
Biweekly	3,597.06	3,873.76	4,150.46	4,427.15	4,703.85	4,980.55	5,257.25
Annual	93,523.64	100,717.76	107,911.89	115,106.02	122,300.14	129,494.27	136,688.39

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Laurie Sampson, Assistant City Manager** **Doug Schulze, City Manager**
MEETING DATE:	**October 8, 2024**
SUBJECT:	**Consideration of Resolution 2024-159, Accepting Community Development Block Grant (CDBG) Funds for Fiscal Year 2024/2025 in the Amount of $159,408 for the Banning Senior Center (5.BN.61-24) in the Amount of $43,144; Dysart Park Improvement Project (5.BN.62-24) in the Amount of $105,000; and Banning Peace Center Food Program (5.BN.63-24) in the amount of $11,264**

RECOMMENDATION:

Adopt Resolution 2024-159.

BACKGROUND:

The submittal of the project applications for CDBG program funding was approved by City Council on October 24, 2023, under Resolution 2023-172. The execution of the 2024/2025 CDBG Supplemental Agreement is required for the City to obtain and utilize the CDBG funds.

JUSTIFICATION:

To utilize Fiscal Year 2024/2025 CDBG program funds, the City is required to execute a Supplemental Agreement attached hereto by reference. The CDBG FY2024/2025 funding will be allocated to the Banning Senior Center (5.BN.61-24) in the amount of $43,144; Dysart Park Improvement Project (5.BN.62-24) in the amount of $105,000; and the Banning Peace Center Food Program (5.BN.63-24) in the amount of $11,264.

FISCAL IMPACT:

By approving the CDBG Supplemental Agreement, Fiscal Year 2024/2025, the City anticipates receiving $43,144 for the Banning Senior Center; $105,000 for Dysart Park Improvement Project; and $11,264 for the Banning Peace Center Food Program. Acceptance of these funds are restricted exclusively for these projects.

ALTERNATIVES:

The City Council can choose not to execute the Supplemental Agreement and forfeit receiving $159,408 in CDBG funds. This can also jeopardize future CDBG grant funds being awarded to the City of Banning.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2024-159, CDBG Acceptance.docx
2. Exhibit A - CDBG Supplemental Agreement 2024-2025.pdf
3. CDBG 2024-2025 Supplemental Agreement Cover Letter.pdf
4. CC Resolution No. 2023-171.pdf

RESOLUTION 2024-159

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA ACCEPTING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR 2024/2025 IN THE AMOUNT OF $159,408 FOR THE BANNING SENIOR CENTER (5.BN.61-24) IN THE AMOUNT OF $43,144; DYSART PARK IMPROVEMENT PROJECT (5.BN.62-24) IN THE AMOUNT OF $105,000; AND THE BANNING PEACE CENTER FOOD PROGRAM IN THE AMOUNT OF $11,264

WHEREAS, the City of Banning has been submitting applications for projects/activities under the Community Development Block Grant (CDBG) program to the Riverside County Housing and Workforce Solutions (HWS) annually; and

WHEREAS, the submittal of the approved project applications for CDBG 2024/2025 program funding was approved by the City Council on October 24, 2023 under Resolution 2023-171; and

WHEREAS, the projects submitted herein meets the CDBG program guidelines and/or requirements; and

WHEREAS, it is necessary that the supplemental agreement be approved by the City Council through resolution in order for the City and its residents to obtain and utilize the federally funded CDBG grant funds.

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

SECTION 1. The City Council approves the Supplemental Agreement with Riverside County Housing and Workforce Solutions for the Community Development Block Grant FY 2024/2025 for a one-year term in an amount of $159,408, attached hereto as Exhibit A.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the Community Development Block Grant FY 2024/2025 and to execute the Supplemental Agreement with Riverside County Housing and Workforce Solutiuons 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 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 8th day of October 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 2024-159, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 8th day of October 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

Exhibit A
Supplemental Agreement for the Use of 2024-2025
Community Development Block Grant Funds

File No.: 5.BN.61-24, 5.BN.62-24, 5.BN.63-24

SUPPLEMENTAL AGREEMENT FOR THE USE OF 2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

This Supplemental Agreement ("Agreement") is entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein called, "COUNTY," and the **CITY OF BANNING**, a political subdivision of the State of California, herein called "CITY." COUNTY and CITY are collectively referred to as "Parties" and individually as "Party."

The COUNTY and CITY mutually agree as follows:

1. GENERAL. COUNTY and CITY have executed a Cooperation Agreement, dated August 4, 2023 ("Cooperation Agreement"), whereby CITY elected to participate with COUNTY, which has qualified as an "Urban County" for purposes of receiving Community Development Block Grant (CDBG) funds ("CDBG"), and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974, Title 1, as amended, Public Law 93-383 hereinafter referred to as "Act." Said Cooperation Agreement, dated August 4, 2023, is incorporated herein by reference and made a part of this Agreement as if each and every provision was set forth herein.

2. PURPOSE. CITY has been allocated **$159,408** in CDBG Entitlement funds for the 2024-2025 CDBG program year. CITY promises and agrees to undertake and assist with the community development activities, within its jurisdiction, by utilizing the sum of **$159,408** CDBG Entitlement Funds, as specifically identified in Exhibit(s) A, B, and C, attached hereto, and are incorporated herein by this reference, for the following project(s) (collectively, the "Projects"):

A) 5.BN.61-24 Banning Senior Center ADA Improvements Project, $43,144.

B) 5.BN.62-24 Dysart Park Improvement Project $105,000

C) 5.BN.63-24 Banning Peace Center Food Program $11,264

3. TERM OF AGREEMENT. The term of this Agreement for the implementation of the Project(s) shall be for a period of one (1) year from July 1, 2024, to termination on June 30, 2025.

4. COMPLETION SCHEDULE. CITY shall proceed consistent with the completion schedule set forth in Exhibit(s) A, B, and C, attached hereto and incorporated herein.

5. EXTENSION OF TIME. In the event the Project(s) are not substantially completed by the time set forth in the applicable completion schedule(s) due to a force majeure event (See Section 40 below), the COUNTY may consider extending the schedule for the completion of the project(s). Times of performance for other activities may also be extended in writing by COUNTY. If substantial progress toward completion in conformance with the completion schedule, as determined by COUNTY in its discretion, of the project(s) not made during the term of this Supplemental Agreement, COUNTY may suspend or terminate this Supplemental Agreement pursuant to the termination procedures set forth in the section titled "Termination," and the entitlement funds associated with the Project(s) may be reprogrammed by the COUNTY after appropriate notice is provided to the City.

6. LETTER TO PROCEED. CITY shall not initiate nor incur expenses for the CDBG-funded Projects or activities covered under the terms of this Supplemental Agreement as set forth in Exhibit(s) A, B, and C, attached hereto, prior to receiving written authorization from COUNTY to proceed.

7. NOTICES. Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the CITY or COUNTY is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

COUNTY	CITY
Heidi Marshall, Director	Ralph Wright, Parks and Recreation Director
Riverside County HWS	City of Banning
P.O. Box 1528	PO Box 998
Riverside, CA 92502	Banning, CA 92220

8. DISBURSEMENT OF FUNDS.

A. COUNTY's Board of Supervisors shall determine the final disposition and distribution of all funds received by COUNTY under the Act consistent with Sections 2 and 3 of this Supplemental Agreement. COUNTY, through its Department of Housing, and Workforce Solutions, shall make payment of the CDBG funds to CITY as set forth in the attached Exhibit(s) A, B, and C. It is the CITY's responsibility to monitor all project activities set forth in the attached Exhibit(s) A, B, and C, and to ensure compliance with applicable federal regulations and the terms of this Supplemental Agreement.

B. CITY shall comply with timely drawdown of CDBG Entitlement funding by expeditiously implementing and completing the COUNTY-approved, CDBG-funded Projects. CITY acknowledges that CITY's drawdown performance directly impacts the COUNTY's overall program drawdown rate. If the CITY's unobligated CDBG fund balance, as of January 31, 2025, exceeds one hundred and seventy-five percent (175%) of the CITY's 2024-2025 CDBG allocation, the COUNTY may, in its sole discretion, take the necessary administrative actions to reduce the CITY's CDBG fund balance. Necessary actions include, but are not limited to, reprogramming the excess CDBG fund balance to other eligible activities as selected by COUNTY. COUNTY may, in its sole and absolute discretion, authorize CITY in writing, prior to January 31, 2025, to exceed the CDBG fund balance requirement.

C. CITY shall comply with timely drawdown of CDBG funds by submitting monthly requests for reimbursement or other COUNTY approved reimbursement schedules. All disbursements of CDBG funds will be on a reimbursement basis and made within thirty (30) days after the COUNTY has received the CITY's reimbursement request including documentation supporting expenditures.

D. All authorized obligations incurred in the performance of the Supplemental Agreement for projects eligible under the following CDBG regulations must be reported in writing to

COUNTY no later than June 1, 2025:

1. Acquisition [24 Code of Federal Regulations (CFR) 570.201 (a)]
2. Clearance Activities [24 CFR 570.201 (d)]
3. Interim Assistance [24 CFR 570.201 (f)]
4. Code Enforcement [24 CFR 570.202 (c)]

All public service activities [24 CFR 570.201 (e)] and other eligible activities under this Supplemental Agreement must be implemented, completed, and obligations reported in writing to the COUNTY by the CITY no later than the completion schedules set forth in the attached Exhibits to this Supplemental Agreement. "CFR" as used herein refers to the Code of Federal Regulations.

9. RECORDS AND INSPECTIONS.

A. CITY shall establish and maintain financial, programmatic, statistical, and other supporting records of its operations and financial activities in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and 24 CFR Section 570.502 (a), as they relate to the acceptance and use of federal funds under this Agreement. Said records shall be retained for a period of four (4) years from the date that the activity or program funded with the CDBG Grant is closed out by the COUNTY and reported as complete in the Comprehensive Annual Performance and Evaluation Report (CAPER). Exceptions to the four (4) year retention period requirement, pursuant to 2 CFR 200.333 include, but not limited to, the following:

i. if any litigation, claim, or audit is started prior to the expiration of the four (4) year period;

ii. when the CITY is notified in writing by the COUNTY, HUD, or other Federal agency to extend the retention period;

iii. records for real property and equipment acquired with CDBG funds must be retained for four (4) years after final disposition;

iv. when the records are transferred by the CITY to the COUNTY, HUD, or other Federal agency, the four (4) year period is not applicable.

B. CITY shall obtain an external audit in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR

Section 200.500). Audits shall usually be performed annually but not less frequently than every two years. Nonprofit institutions and government agencies that expend less than $750,000 a year in Federal awards are exempt from Federal audit requirements, but records must be available for review by appropriate officials of the Federal grantor agency or subgranting entity. The audit report shall be submitted to the COUNTY within 180 days after the end of the COUNTY'S fiscal year.

C. CITY shall maintain a separate account for the CITY'S CDBG Entitlement funds received as set forth in Exhibit(s) A, B, and C attached hereto.

D. Pursuant to 2 CFR 200.336, CITY shall, during the normal business hours, make available to COUNTY, the U.S. Department of Housing and Urban Development (HUD), or other authorized representative, for the examination and copying, all of its records and other materials with respect to matters covered by this Agreement and provide reasonable access to CITY staff for the purpose of interview and discussion related to the records and documents.

E. CITY shall not retain any program income as defined in 24 CFR 570.500. Said program income shall be used only for the activities that are the subject of this Agreement. Further, all provisions of this Agreement shall apply to such activities.

F. The CITY shall ensure that at least fifty-one percent (51%) of the persons benefiting from all CDBG-funded activities or projects designated as serving limited clientele [24 CFR 570.208(a)(2)(i)] are of low and moderate-income and meet the applicable household income guidelines. The CITY shall provide the required income certification and direct benefit documentation, in writing, to the COUNTY pursuant to the reporting requirement of each activity as set forth in Exhibit(s) A, B, and C, attached hereto. In the event that CITY engages the services of a sub-contractor to implement CDBG-funded activities, the CITY must collect, in writing, all required income certification and direct benefit documentation from subcontractors prior to submittal to the COUNTY pursuant to the reporting requirement of each activity as set forth in Exhibit(s) A, B, and C, attached hereto.

10. COMPLIANCE WITH LAWS. CITY shall comply with all applicable federal, state, and local laws, regulations, and ordinances and any amendments thereto and the federal regulations and guidelines now or hereafter enacted pursuant to the Act. More particularly, CITY is to comply with those regulations found in the Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards (2 CFR Part 200), and 24 CFR Part 570. CITY is to abide by the provisions of the Community Development Block Grant Manual, prepared by COUNTY and cited in the above-mentioned Cooperation Agreement. CITY shall comply, if applicable, with Section 3 of the Housing & Urban Development Act of 1968 (12 U.S.C.A. Section 1701u), as amended, a copy of which is attached hereto as Exhibit "S", and incorporated herein by this reference. CITY shall adhere to the regulations as set forth in Exhibit "R", attached hereto and incorporated herein by this reference, pertaining to inherently religious activities. CITY shall comply with the Additional Federal Requirements, if applicable, attached hereto as Exhibit "AFR", and incorporated herein by this reference.

11. COOPERATION WITH HOUSING ACTIVITIES. CITY shall cooperate with COUNTY in undertaking essential community development and housing assistance activities, specifically urban renewal and public assistance housing, and shall assist COUNTY in implementing and undertaking the goals and strategies identified in the 2024-2029 Five Year Consolidated Plan, pursuant to 24 CFR Part 91 and other requirements of the Community Development Block Grant Program.

12. LEAD AGENCY FOR COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to Title 14 CCR Section 1501(d), the CITY is designated as the lead agency for the projects that are the subject matter of this Supplemental Agreement.

13. HOLD HARMLESS AND INDEMNIFICATION. In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Code, the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of the Code, agree that each Party shall be liable for any damages including, but not limited to, claims, demands, losses, liabilities, costs and expenses including reasonable attorneys' fees, resulting from the negligent or wrongful acts or omissions of their employees or agents in the performance of this Agreement, and each Party shall indemnify, defend and hold harmless the other Parties from such claims, demands, damages, losses or liabilities for their negligence.

The hold harmless and indemnification obligations set forth herein shall survive the termination

and expiration of this Agreement. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CITY from indemnifying the Indemnitees to the fullest extent allowed by law.

14. INSURANCE. Without limiting or diminishing the CITY's obligation to indemnify or hold the COUNTY harmless, CITY shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of COUNTY OF RIVERSIDE Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds

a. Workers' Compensation:

If the CITY has employees as defined by the State of California, the CITY shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

b. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CITY'S performance of its obligations hereunder. Policy shall name the County of Riverside as Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.b.1

Sexual Abuse or Molestation (SAM) Liability:

If the work will include contact with minors, and the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Vendor/Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $2,000,000

per occurrence or claim.

c. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CITY shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside as Additional Insured.

d. General Insurance Provisions - All lines:

(i). Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(ii). The CITY must declare its insurance self-insured retentions. If such self-insured retentions exceed $500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CITY'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(iii). CITY shall cause CITY'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material

modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CITY shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(iv). It is understood and agreed to by the parties hereto that the CITY'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

(v). If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of or, the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CITY has become inadequate.

(vi). CITY shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

(vii). The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

(viii). CITY agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

15. INDEPENDENT CONTRACTOR. The CITY is, for purposes relating to this

Supplemental Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CITY (including its employees, agents and subcontractor's) shall in no event be entitled to any benefits to which the COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and the CITY shall hold the COUNTY harmless from any and all claims that may be made against the COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Supplemental Agreement. It is further understood and agreed by the parties that the CITY in the performance of this Supplemental Agreement is subject to the control or direction of the COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

16. NONDISCRIMINATION. CITY shall abide by 24 CFR Sections 570.601 and 570.602 of Title 24 of the Code of Federal Regulations which requires that no person in the United States shall on the grounds of race, color, national origin, sex, sexual orientation, gender identity, or veterans status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Community Development funds.

CITY shall abide by and include in any subcontracts to perform work under this Supplemental Agreement, the following clause:

"During the performance of this Supplemental Agreement, CITY and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, veterans status, sexual orientation, gender identity, age (over 40) or sex. CITY and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CITY and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment and Housing Commission are implementing California Government Code Section 12990 et seq., set forth in Chapter 1 of Division 4.1 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CITY and its subcontractors

shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement."

17. PROHIBITION AGAINST CONFLICTS OF INTEREST

A. CITY and its assigns, employees, agents, consultants, officers and elected and appointed officials shall become familiar with and shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the CDBG regulations prohibiting conflicts of interest contained in 24 CFR 570.611.

B. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

C. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

D. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

E. CITY understands and agrees that no waiver of exception can be granted to the prohibition against conflict of interest except upon written approval of HUD pursuant to 24 CFR 570.611(d). Any request by CITY for an exception shall first be reviewed by COUNTY to determine whether such request is appropriate for submission to HUD in the COUNTY'S sole and absolute discretion. In determining whether such request is appropriate for submission to HUD, COUNTY will consider the factors listed in 24 CFR 570.611(d)(2).

F. Prior to the distribution of any CDBG funding under this Supplemental

Agreement, CITY shall provide COUNTY, in writing, a list of all employees, agents, consultants, officers and elected and appointed officials who are in a position to participate in a decision making process, exercise any functions or responsibilities, or gain inside information with respect to the CDBG activities funded under this Agreement. CITY shall also promptly disclose to COUNTY any potential conflict, including even the appearance of conflict that may arise with respect to the CDBG activities funded under this Supplemental Agreement.

G. Any violation of this Section 17 shall be deemed a material breach of this Supplemental Agreement, and the Supplemental Agreement shall be immediately terminated by the COUNTY.

18. LOBBYING. CITY certifies to the best of its knowledge and belief, that:

a. No federally-appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CITY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. CITY shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

19. TERMINATION.

A. CITY. CITY may not terminate this Agreement except upon express written

consent of COUNTY, pursuant to 2 CFR 200.339 (a)(3).

B. COUNTY. Notwithstanding the provisions of Paragraph 19a above, COUNTY may suspend or terminate this Supplemental Agreement upon a ten (10) day written notice to CITY of action being taken and the reason for such action including, but not limited to, the following reasons:

(1) In the event CITY fails to perform the covenants herein contained at such times and in such manner as provided in this Supplemental Agreement; and

(2) In the event there is a conflict with any federal, state or local law, ordinance, regulation or rule rendering any of the provisions of this Supplemental Agreement invalid or untenable; or

(3) In the event the funding from the Department of Housing and Urban Development referred to in Sections 1 and 2 above is terminated or otherwise becomes unavailable.

C. This Agreement may be terminated and/or funding suspended, in whole or in part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200.339). Cause shall be based on the failure of the CITY to materially comply with either the terms or conditions of this Agreement. Upon suspension of funding, the CITY agrees not to incur any costs related thereto, or connected with, any area of conflict from which the COUNTY has determined that suspension of funds is necessary. CITY acknowledges that failure to comply with Federal statutes, regulations, or the terms and conditions of this Agreement may be considered by the COUNTY in evaluating future CDBG and non-CDBG funding applications submitted by CITY.

D. Upon suspension or termination of this Supplemental Agreement, CITY shall return any unencumbered funds which it has been provided by COUNTY. In accepting said funds, COUNTY does not waive any claim or cause of action it may have against CITY for breach of this Supplemental Agreement.

E. Reversion of Assets

1. Upon expiration or termination of this Supplemental Agreement, the CITY shall transfer to the COUNTY any CDBG funds on hand at the time of expiration of the Supplemental Agreement as well as any accounts receivable held by CITY which are attributable to the use of CDBG funds awarded pursuant to this Supplemental Agreement.

2. Any real property under the CITY'S control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the CITY in the form of a loan) in excess of $25,000 is either:

(i) Used to meet one of the National Objectives pursuant to 24 CFR 570.208 until five years after expiration of this agreement, or for such longer period of time as determined to be appropriate by the COUNTY; or

(ii) Not used in accordance with Clause (i) above, in which event the CITY shall pay the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

20. PUBLICITY. Any publicity generated by CITY for the Projects funded pursuant to this Supplemental Agreement will make reference to the contribution of the COUNTY, the Department of Housing, and Workforce Solutions, and the Community Development Block Grant Program in making the project possible.

21. PROGRAM MONITORING AND EVALUATION. CITY and its subcontractors shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Supplemental Agreement and the effective and efficient achievement of the CDBG National Objectives as set forth in Exhibit(s)A, B, and C, attached hereto. Quarterly reports shall be due on the last day of the month immediately following the end of the quarter being reported. The quarterly written reports shall include, but shall not be limited to, the following data elements:

A. Title of program, listing of components, description of activities/operations.

B. The projected goals, indicated numerically, and also the goals achieved (for each report period). In addition, identify by percentage and description, the progress achieved towards meeting the specified goals and identify any problems encountered in meeting goals.

C. If the CDBG-funded activity meets a National Objective under 24 CFR 570.208 (a)(2)(i), CITY will report the following:

1) Total number of direct beneficiaries (clientele served) with median household incomes (MHI) at:

- Above 80% MHI

- Between 50% and 80% MHI (Low-Income)
- Between 30% and 50% MHI (Very Low-Income)
- Less than 30% MHI (Extremely Low-Income)

2) Total number and percent (%) of the clientele served that have household incomes at or below 80% MHI

3) Racial ethnicity of clientele

4) Number of Female-Headed Households

D. CITY shall report, in writing, and cause its subcontractors to report, in writing, beneficiary statistics monthly to Housing and Workforce Solutions (HWS) on the pre-approved *Direct Benefit Form* and *Self-Certification Form* (certifying income, family size, and racial ethnicity) as required by HUD. Updated forms are to be provided to CITY by HWS should HUD implement changes during the term of this Supplemental Agreement. CITY and subcontractors will collect and provide all necessary data required by HUD pertaining to the Specific Outcome Indicators as identified in HUD's Community Planning and Development (CPD) Outcome Performance Measurement System.

22. PRIOR AUTHORIZATION. CITY shall obtain COUNTY's written approval from HWS prior to implementing the following "high risk" activities funded with CDBG assistance:

A. Construction of public facilities (project plans and specifications);

B. Acquisition of real property;

C. Historic Preservation;

D. Relocation; and

F. Economic Development

23. PRIOR COUNTY APPROVAL (CONSTRUCTION ACTIVITIES). CITY shall obtain COUNTY's written approval, through its HWS, of the project plans, specifications, and construction documents prior to CITY'S construction of same for all projects consisting of CDBG-funded construction activities. The COUNTY neither undertakes nor assumes nor will have any responsibility or duty to CITY or to any third party to review, inspect, supervise, pass judgment upon or inform CITY or any third party of any matter in connection with the development or construction of the improvements, whether regarding the quality, adequacy or suitability of the plans, any labor, service,

equipment or material furnished to the property, any person furnishing the same, or otherwise. CITY and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to CITY or to any third party by the COUNTY in connection with such matter is for the public purpose of assisting with a community development and housing activity pursuant to the Act, and neither CITY (except for the purposes set forth in this Agreement) nor any third party is entitled to rely thereon. The COUNTY shall not be responsible for any of the work of construction, improvement, or development of the property.

It is the responsibility of CITY, without cost to COUNTY, to ensure that all applicable local jurisdiction land use requirements will permit development of the property and construction of the improvements and the use, operation, and maintenance of such Improvements in accordance with the provisions of this Agreement. Nothing contained herein shall be deemed to entitle Sponsor to any local jurisdiction or County permit or other local jurisdiction or County approval necessary for the development of the Property, or waive any applicable local jurisdiction or County requirements relating thereto. This Agreement does not (a) grant any land use entitlement to CITY, (b) supersede, nullify, or amend any condition which may be imposed by the local jurisdiction in connection with approval of the development described herein, (c) guarantee to CITY or any other party any profits from the development of the Property, or (d) amend any local jurisdiction or County laws, codes or rules.

City agrees and acknowledges that it is the responsibility of City to obtain a legal determination at City's sole cost and expense, as to whether prevailing wages must be paid during construction of the Project. If the Project is subject to prevailing wages, then City shall be solely responsible to pay its contractors and subcontractors the required prevailing wage rate. City agrees to indemnify, defend, and hold County harmless from and against any liability arising out of and related to City's failure to comply with any and all Davis Bacon and or prevailing wage requirements.

24. PRIOR COUNTY APPROVAL (AQUISITION ACTIVITIES). CITY shall obtain COUNTY's written approval and authorization to proceed, through HWS, of all CDBG-funded real

property acquisition activities.

25. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY CONSTRUCTED WITH CDBG FUNDS. When CDBG funds are used, in whole or in part, by CITY to acquire real property or to construct a public facility, CITY will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.311); National Environmental Policy Act of 1969 (42 U.S.C.A. §4321, et seq.); the California Environmental Quality Act (Cal. Pub. Resources Code §21000, et seq.); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C.A. §4630, et seq.); and the COUNTY's Five Year Consolidated Plan. In addition, the following is to occur:

a. Title to the real property shall vest in CITY;

b. The real property will be held by CITY, or the constructed facility will be maintained by the CITY, for a minimum period of five (5) years from the date the CDBG-funded activity is closed-out and reported as complete by the COUNTY through the Comprehensive Annual Performance and Evaluation Report (CAPER);

c. While held by CITY, the real property or the constructed facility is to be used exclusively for the purposes for which acquisition or construction was originally approved by COUNTY;

d. Written approval from COUNTY must be secured if the property or the facility is to be put to an alternate use that is consistent with the COUNTY'S Five-Year Consolidated Plan or the applicable federal regulations governing CDBG funds;

e. Should CITY desire to use the real property or the constructed facility, prior to the completion of the mandatory five-year period, for a purpose not consistent with applicable federal regulations governing CDBG funds or to sell the real property or facility, then:

(1) If CITY desires to retain title, CITY will reimburse COUNTY the amount that represents the percentage of current fair market value that is identical to the percentage that CDBG funds initially comprised of monies paid to acquire the property or construct the facility; or

(2) If CITY sells the property or facility or is required to sell the property or

facility, CITY shall reimburse COUNTY the amount that represents the percentage of proceeds realized by the sale that is identical to the percentage that CDBG funds initially comprised of monies paid to acquire the property or construct the facility. This percentage amount will be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.

26. ENTIRE AGREEMENT. This Supplemental Agreement, including any attachments or exhibits hereto constitutes the entire Supplemental Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Each of the attachments and exhibits attached hereto is incorporated herein by this reference.

27. SEVERABILITY. Each section, paragraph and provision of this Supplemental Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall remain in full force and effect.

28. EMPLOYMENT OPPORTUNITIES TO BE CAUSED BY PROJECT. CITY agrees to notify in writing, and to cause any subcontractor implementing CDBG-funded Projects to notify, in writing, the Riverside County Workforce Development Center of any and all job openings that are caused by the CDBG-funded Projects under this Supplemental Agreement.

29. MINISTERIAL ACTS. The Director of Housing and Workforce Solutions or designee(s) are authorized to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this Supplemental Agreement as it may be amended from time-to-time by COUNTY.

30. PROJECT ELIGIBILITY. As to CITY or its claimants, COUNTY shall bear no liability for any later determination by the United States Government, the U.S. Department of Housing and Urban Development, or any other person or entity that CITY is or is not eligible under 24 CFR Part 570 to receive CDBG entitlement funds from the COUNTY.

31. SOURCE OF FUNDING. CITY acknowledges that the source of funding pursuant to this Supplemental Agreement is Community Development Block Grant funds (CFDA 14.218), and the Grant Award Number is B-24-UC-06-0506.

32. ASSIGNMENT. The CITY shall not make any assignment or transfer in any form with respect to this Supplemental Agreement, without prior written approval of the COUNTY.

33. INTERPRETATION AND GOVERNING LAW. This Supplemental Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. This Supplemental Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Supplemental Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

34. WAIVER. Failure by a party to insist upon the strict performance of any of the provisions of this Supplemental Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's rights to insist and demand strict compliance by the other party with the terms of this Supplemental Agreement thereafter.

35. JURISDICTION AND VENUE: Any action at law or in equity arising under this Supplemental Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Supplemental Agreement shall be filed only in the Superior Court of the State of California, located in Riverside, California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction

36. USE OF PROPERTY. Whenever federal CDBG funds or program income are used, in whole or in part, for the purchase of equipment or personal property, the property shall not be transferred from its originally funded use, by CITY or the CITY'S subcontractor implementing the CDBG-funded activity, for a period of five (5) years from the close-out date of the grant from which CDBG assistance was provided. The CITY shall maintain a current inventory for COUNTY monitoring and review.

37. AUTHORITY TO EXECUTE. The persons executing this Supplemental Agreement or exhibits attached hereto on behalf of the parties to this Supplemental Agreement hereby warrant and represent that they have the authority to execute this Supplemental Agreement and warrant and represent that they have the authority to bind the respective parties to this Supplemental Agreement to the performance of its obligations hereunder.

38. EFFECTIVE DATE. The effective date of this Supplemental Agreement is the date the

parties sign the Supplemental Agreement. If the parties sign the Supplemental Agreement on more than one date, then the last date the Supplemental Agreement is signed by a party shall be the effective date.

39. COUNTERPARTS. This Supplemental Agreement may be signed by the different parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement.

40. FORCE MAJEURE.

A. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, pandemic, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-contractor or supplier, acts of the other party, acts or failure to act of a public or governmental agency or entity, or any causes beyond the control or without the fault of the party claiming an extension of time to perform.

B. An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) calendar days of knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall deliver such written notice within thirty (30) calendar days after it obtains knowledge of the event.

41. MODIFICATION OF AGREEMENT. This Supplemental Agreement may be modified or amended only by a writing signed by the duly authorized and empowered representative of COUNTY and CITY respectively.

42. DIGITAL AND ELECTRONIC SIGNATURES. The parties agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17). 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 CUETA as amended from time to time. 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.

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

IN WITNESS WHEREOF, the COUNTY and the CITY have executed this Agreement as of the dates set forth below.

COUNTY OF RIVERSIDE,
a political subdivision of the
State of California

BY: _____
Juan Garcia,
Deputy Director

Date: _____

APPROVED AS TO FORM:

MINH C. TRAN

COUNTY COUNSEL

By: _____
Paula S. Salcido,
Deputy County Counsel

CITY OF BANNING,
A general law city

BY: _____
Name:

Title:

Date: _____

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

EXHIBIT A
File No.: 5.BN.61-24

SUPPLEMENTAL AGREEMENT
SCOPE OF WORK
(NON-PUBLIC SERVICE)

I. GENERAL INFORMATION

CITY NAME: City of Banning UEI #: F996EVLCRCG3

ADDRESS: PO Box 998

Banning, CA 92220

PROGRAM CONTACTS: Ralph Wright, Parks and Recreation Director

PHONE: 951-922-3242 FAX:

E-MAIL: rwright@banningca.gov

PROJECT NAME: Banning Senior Center ADA Improvements Project

PROJECT LOCATION: 769 North San Gorgonio, Banning, CA 92220

LEVEL OF ENVIRONMENTAL CLEARANCE: §58.35(a)(2)

CDBG ELIGIBILITY CODE: 570.201 (c)

PROJECT FUNDING SUMMARY: **$43,144**

Project to be administered by County (HWS) on behalf of City: YES ☐ NO ☒

II. SCOPE OF SERVICE

A. Activities

City will be responsible for administering a **2024-2025** Community Development Block Grant for the **Banning Senior Center ADA Improvements Project** in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Activity #1 *The City of Banning will use CDBG funding for costs associated with ADA improvements to the Senior Center, outlined in a CASP Report. Improvements include but are not limited to rehabilitating existing restrooms for ADA compliance. CDBG funds will be used for design, construction, project management, compliance monitoring, inspection, and other related costs. Banning Senior Center ADA Improvements Project*

B. National Objective

All activities funded with CDBG funds must comply with one of more of the CDBG program's National Objective Criteria as required under 24 CFR 570.200(a)(2). City certifies that the activity(ies) carried out under this Agreement will meet the following National Objective:

National Objective Criteria: 570.208 (a)(2)(i)(A)

CFR Reference: Low Mod Limited Clientele Presumed

C. Levels of Accomplishment – Goals and Performance Measures

The City agrees to implement and complete the following activity(ies):

Activity #1: *Complete ADA improvements*

Activity #2: *Design, construction, project management, compliance monitoring, inspection, and other related expenses.*

CPD OUTCOME PERFORMANCE MEASUREMENT

Objectives (select one):
- ☒ Creating Suitable Living Environments
- ☐ Providing Decent Affordable Housing
- ☐ Creating Economic Opportunities

Outcome (select one):
- ☒ Availability/Accessibility
- ☐ Affordability
- ☐ Sustainability (promoting livable or viable communities)

D. City Capacity

By executing this Supplemental Agreement, the City certifies that it has the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with CDBG funds.

City will immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact the City or subrecipient's performance under this Agreement.

Any changes in the above items are subject to the prior approval of the County.

E. Performance Monitoring

The County of Riverside will monitor the performance of the City and its subrecipients against goals and performance standards as stated above. Substandard performance as determined by the

County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the City within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

F. Program Budget

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **$43,144** Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

The County may require a more detailed budget breakdown than the one contained herein, and the City shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and City.

Line Item	CDBG Granted Funds	Total of Non-CDBG Funds	Total Activity/Project Budget	Notes
Design/Engineering Costs	X			
Project Administration Costs	X			
Construction Costs	X			
Acquisition Costs				
Relocations Costs				
Capital Equipment Costs				
Code Enforcement				
Clearance				
Interim Assistance				
Indirect Costs:				
TOTAL CDBG BUDGET	**$43,144**		$43,144	

G. Total Amount of Non- CDBG Leveraging

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
FEDERAL							
STATE/LOCAL							
PRIVATE							
OTHER							

TOTAL: $0

III. ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards

The City agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

The City shall administer its program in conformance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

I Records providing a full description of each activity undertaken;
ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
iii. Records required to determine the eligibility of activities;
iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Records Retention

The City shall retain all CDBG-related financial records, supporting documents, contracts, and agreements for a period of four (4) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported for the final time. The City will retain all National Objective documentation, including low-moderate income certification, ethnicity, and other pertinent data for a period of four (4) years after submission of the County's annual performance and evaluation report to HUD. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues.

3. Client Data

The City shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

4. Disclosure

The City understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or City's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The City's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the City has control over CDBG funds, including program income.

6. Audits & Inspections

All City records with respect to any matters covered by this Agreement shall be made available to the County, HUD, and the Controller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the City within 30 days after receipt by the City. Failure of the City to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The City hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits the Single Audit Act, and the Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

EXHIBIT A
File No.: 5.BN.61-24

IV. PROJECT IMPLEMENTATION AND SCHEDULE

Unless pre-approved by County, City will perform and complete the activities described in Section II in conformance with the schedule of tasks and milestones listed below:

Tasks / Milestone	**Start Date**	**Completion Date**
Complete CDBG Training	September 2024	September 2024
Implement Project Activities	Upon Notification from HWS	
Execute Supplemental Agreement & Notice to Incur Cost	September 2024	January 2025
Tasks / Milestone	**Start Date**	**Completion Date**
Submit Quarterly Performance Reports to County	October 2024 Through	June 2025
County Monitoring of City Program/Performance	To be determined by Program Manager	

Specific Project Activities

1. City executes Supplemental Agreement; receives Authorization to Incur Cost letter
2. City prepares final construction documents (incorporating Special Federal Provisions) for HWS review and approval
3. HWS authorizes City to advertise for bids
4. HWS reviews and approves bidding process
5. City awards construction contract
6. City and HWS conduct "pre-construction meeting"
7. HWS authorizes City to issue "Notice to Proceed"

City Submits Reimbursement Requests Monthly Submittal ☐ Other Schedule ☒ **To be determined by CDBG Program manager**

CDBG-funded Project Complete June 30, 2025

V. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

The City must follow proper procurement and construction policies and procedures of the City and CDBG regulations. Construction shall commence using CDBG funding with a Notice to Proceed. A pre-bid and pre-construction meeting are required. The City must contact the CDBG Program Manager for review before submitting RFP, construction activity, or cost without prior written approval. The County must be contacted 10 (ten) days in advance for attendance of the Pre-Construction meeting. Original signed Certified payrolls are to be submitted on a weekly basis to the HWS-CDBG program manager once construction starts.

EXHIBIT B
File No.: 5.BN.62-24

SUPPLEMENTAL AGREEMENT
SCOPE OF WORK
(NON-PUBLIC SERVICE)

I. GENERAL INFORMATION

CITY NAME: City of Banning UEI #: F996EVLCRCG3

ADDRESS: PO Box 998

Banning, CA 92220

PROGRAM CONTACTS: Ralph Wright, Parks and Recreation Director

PHONE: 951-922-3242 FAX:

E-MAIL: rwright@banningca.gov

PROJECT NAME: Dysart Park Improvement Project

PROJECT LOCATION: 2101 West Victory Avenue, Banning, CA 92220

LEVEL OF ENVIRONMENTAL CLEARANCE: §58.35(3)(iii)(A)

CDBG ELIGIBILITY CODE: 570.201 (c)

PROJECT FUNDING SUMMARY: **$105,000**

Project to be administered by County (HWS) on behalf of City: YES ☐ NO ☒

II. SCOPE OF SERVICE

A. Activities

City will be responsible for administering a **2024-2025** Community Development Block Grant for the **Dysart Park Improvement Project** in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Activity #1 *The City of Banning will use CDBG funding for design and construction of improvements at Dysart Park. Improvements will include, restrooms but are not limited to replacing temporary bleachers with permanent bleachers and constructing meeting rooms, restrooms, and concessions. CDBG funds will be used for design, construction, project management, compliance monitoring, inspection, and other related costs.*

B. National Objective

All activities funded with CDBG funds must comply with one of more of the CDBG program's National Objective Criteria as required under 24 CFR 570.200(a)(2). City certifies that the activity(ies) carried out under this Agreement will meet the following National Objective:

National Objective Criteria: 570.208 (a)(1)(i)

CFR Reference: Low Mod Area

C. Levels of Accomplishment – Goals and Performance Measures

The City agrees to implement and complete the following activity(ies):

Activity #1: *Complete park improvements*

Activity #2: *Design, construction, project management, compliance monitoring, inspection, and other related expenses.*

CPD OUTCOME PERFORMANCE MEASUREMENT

Objectives (select one):
- ☒ Creating Suitable Living Environments
- ☐ Providing Decent Affordable Housing
- ☐ Creating Economic Opportunities

Outcome (select one):
- ☐ Availability/Accessibility
- ☐ Affordability
- ☒ Sustainability (promoting livable or viable communities)

D. City Capacity

By executing this Supplemental Agreement, the City certifies that it has the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with CDBG funds.

City will immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact the City or subrecipient's performance under this Agreement.

Any changes in the above items are subject to the prior approval of the County.

E. Performance Monitoring

The County of Riverside will monitor the performance of the City and its subrecipients against goals and performance standards as stated above. Substandard performance as determined by the

County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the City within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

F. Program Budget

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **$105,000** Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

The County may require a more detailed budget breakdown than the one contained herein, and the City shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and City.

Line Item	CDBG Granted Funds	Total of Non-CDBG Funds	Total Activity/Project Budget	Notes
Design/Engineering Costs	X	$0		
Project Administration Costs	X			
Construction Costs	X			
Acquisition Costs				
Relocations Costs				
Capital Equipment Costs				
Code Enforcement				
Clearance				
Interim Assistance				
Indirect Costs:				
TOTAL CDBG BUDGET	**$105,000**	**$0**	**$105,000**	

G. Total Amount of Non- CDBG Leveraging

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
FEDERAL							
STATE/LOCAL							
PRIVATE							
OTHER							

TOTAL: $0

III. ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards

The City agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

The City shall administer its program in conformance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

I Records providing a full description of each activity undertaken;
ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
iii. Records required to determine the eligibility of activities;
iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Records Retention

The City shall retain all CDBG-related financial records, supporting documents, contracts, and agreements for a period of four (4) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported for the final time. The City will retain all National Objective documentation, including low-moderate income certification, ethnicity, and other pertinent data for a period of four (4) years after submission of the County's annual performance and evaluation report to HUD. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues.

3. Client Data

The City shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

4. Disclosure

The City understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or City's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The City's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the City has control over CDBG funds, including program income.

6. Audits & Inspections

All City records with respect to any matters covered by this Agreement shall be made available to the County, HUD, and the Controller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the City within 30 days after receipt by the City. Failure of the City to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The City hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits the Single Audit Act, and the Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

IV. PROJECT IMPLEMENTATION AND SCHEDULE

Unless pre-approved by County, City will perform and complete the activities described in Section II in conformance with the schedule of tasks and milestones listed below:

Tasks / Milestone	**Start Date**	**Completion Date**
Complete CDBG Training	September 2024	September 2024
Implement Project Activities	Upon Notification from HWS	
Execute Supplemental Agreement & Notice to Incur Cost	September 2024	January 2025
Tasks / Milestone	**Start Date**	**Completion Date**
Submit Quarterly Performance Reports to County	October 2024 Through	June 2025
County Monitoring of City Program/Performance	To be determined by Program Manager	

Specific Project Activities

1. City executes Supplemental Agreement; receives Authorization to Incur Cost letter
2. City prepares final construction documents (incorporating Special Federal Provisions) for HWS review and approval
3. HWS authorizes City to advertise for bids
4. HWS reviews and approves bidding process
5. City awards construction contract
6. City and HWS conduct "pre-construction meeting"
7. HWS authorizes City to issue "Notice to Proceed"

City Submits Reimbursement Requests Monthly Submittal ☐ Other Schedule ☒ **To be determined by CDBG Program manager**

CDBG-funded Project Complete June 30, 2025

V. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

The City must follow proper procurement and construction policies and procedures of the City and CDBG regulations. Construction shall commence using CDBG funding with a Notice to Proceed. A pre-bid and pre-construction meeting are required. The City must contact the CDBG Program Manager for review before submitting RFP, construction activity, or cost without prior written approval. The County must be contacted 10 (ten) days in advance for attendance of the Pre-Construction meeting. Original signed Certified payrolls are to be submitted on a weekly basis to the HWS-CDBG program manager once construction starts.

SUPPLEMENTAL AGREEMENT
SCOPE OF WORK
(PUBLIC SERVICE)

I. GENERAL INFORMATION

CITY NAME: City of Banning UEI#: F996EVLCRCG3

ADDRESS: PO Box 998

Banning, CA 92220

CITY PROGRAM CONTACTS: Mike Story, Executive Director

SUBRECIPIENT NAME: Sunrise Life Development

ADDRESS: PO Box 998, Banning, CA 92220

PHONE: 909-875-5566 FAX :

E-MAIL: mstory@sunrisechurch.org

PROJECT NAME: Banning Peace Center Food Program

PROJECT LOCATION: 4024 West Wilson Street, Banning, CA 92220

LEVEL OF ENVIRONMENTAL CLEARANCE: **EXEMPT [24 CFR 58.34 (a)(4)]**

CDBG ELIGIBILITY CODE: **24 CFR 570.201 (e) Public Services**

PROJECT FUNDING SUMMARY: $11,264

Project to be administered by County (HWS) on behalf of CITY: YES ☐ NO ☒

II. SCOPE OF SERVICE

A. Activities

City will be responsible for administering a **2024-2025** Community Development Block Grant for the **Banning Peace Center Food Program** in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Activity #1 *Banning Peace Food Center provides emergency assistance to low to moderate-income clients. Clients are assisted with emergency relief food boxes, baby items, and senior products. CDBG funds will be used to purchase food, supplies, and other program-related expenses.*

B. National Objective

All activities funded with CDBG funds must comply with one of more of the CDBG program's National Objective Criteria as required under 24 CFR 570.200(a)(2). CITY certifies that the activity (ies) carried out under this Agreement will meet the following National Objective:

National Objective Criteria: 570.208 (a)(2)(i)(B)

CFR Reference: Low Mod Limited Clientele Income Certification

C. Levels of Accomplishment – Goals and Performance Measures

The City agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year	Total *Unduplicated Persons*
		600	*600*

Unit of Service is defined as: *Persons Served*

CPD OUTCOME PERFORMANCE MEASUREMENT

Objectives (select one):
- ☒ Creating Suitable Living Environments
- ☐ Providing Decent Affordable Housing
- ☐ Creating Economic Opportunities

Outcome (select one):
- ☒ Availability/Accessibility
- ☐ Affordability
- ☐ Sustainability (promoting livable or viable communities)

D. City Capacity

By executing this Supplemental Agreement, the City certifies that it and its subrecipients have the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with CDBG funds.

City will immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact City's performance under this Agreement. Any changes in the above items are subject to the prior approval of the County.

E. Performance Monitoring

The County of Riverside will monitor the performance of the City and its subrecipients against goals and performance standards as stated above. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the City within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

F. Program Budget

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **$11,264**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

The County may require a more detailed budget breakdown than the one contained herein, and the City shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and City.

Line Item	CDBG Granted Funds	Total Non-CDBG Funds	Total Activity/Project Budget	Notes
Total Direct Program Expenses Salaries Fringe Office Space (Program Only) Utilities Communications Reproduction/Printing Supplies and Materials Mileage Equipment (Program Only) Audit Transportation Other:	**$ 11,264**		*$11,264*	
Total Indirect Program Expenses Indirect Costs (Specify)*	**$**			
TOTAL CDBG BUDGET	**$11,264**		$11,264	

* **All indirect costs must be pre-approved by the County. City must submit an Indirect Cost Allocation Plan to County, in a form specified by County, demonstrating the appropriate share of general and administrative costs.**

G. Total Amount of Non- CDBG Leveraging

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
FEDERAL							
STATE/LOCAL							
PRIVATE							
OTHER							

TOTAL: $0

III. ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards

The City agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

The City shall administer its program in conformance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Documentation and Record Keeping

1. Records to be Maintained.

The City and its subrecipients will maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

i Records providing a full description of each activity undertaken;
ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
iii. Records required to determine the eligibility of activities;
iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Records Retention:

The City shall retain all CDBG-related financial records, supporting documents, contracts, and agreements for a period of four (4) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported for the final time. The City will retain all National Objective documentation, including low-moderate income certification, ethnicity, and other pertinent data for a period of four (4) years after submission of the County's annual performance and evaluation report to HUD. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues.

3. Client Data:

The City shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

4. Disclosure:

The City understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or City's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs:

The City's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the City has control over CDBG funds, including program income.

6. Audits & Inspections:

All City records with respect to any matters covered by this Agreement shall be made available to the County, HUD, and the Controller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the City within 30 days after receipt by the City. Failure of the City to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The City hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits, the Single Audit Act, and the Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

IV. PROJECT IMPLEMENTATION AND SCHEDULE

Unless pre-approved by County, CITY will perform and complete the activities described in Section II in conformance with the schedule of tasks and milestones listed below:

Tasks / Milestone	Start Date	Completion Date
Complete Sponsor Training	September 2024	September 2024
Implement Program Activities	August 1, 2024	March 28, 2025
Execute Sponsor's Agreement & Notice to Incur Cost [1]	September 2024	December 2024
Sponsor Submits Quarterly Performance Reports to County	October 2024	March 28, 2025[2]
Sponsor Submits Monthly Direct Benefit Reports	October 2024	March 28, 2025 [3]
Sponsor Submits Reimbursement Requests	October 2024	March 28, 2025[4]

[1] **The Notice to Incur Cost Letter will provide the specific program implementation date for this CDBG-funded activity.**

[2, 3, 4] **Submittal of required documentation is determined by the specific benefit period of the CDBG-funded activity. Confirm performance requirements with CDBG Program Manager.**

CDBG Program Services Complete March 28, 2025

V. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

Sponsor must collect Self-Certifications with supporting income documents and demographic information from **EVERY individual or family participating in CDBG-funded activities or the parent/legal guardian of every child participating in CDBG-funded activities.** This includes family income, family size, and race. Sponsor is required to submit the 1st 200 Self- Certifications forms with supporting documentation, and 25% thereafter to HWS along with the Direct Benefit Reports on a monthly basis unless otherwise authorized in writing by CDBG program staff.

Once the Notice to Incur Cost letter is received, sponsor must submit monthly reimbursement requests unless another schedule is approved, in writing, by HWS. Further, at least 75% of all 2024-25 CDBG funds must be drawn down by January 10, 2025, and 100% of all 2024-25 CDBG funds must be drawn down by March 28, 2025.

EXHIBIT "S"

Economic Opportunities for Low- and Very Low-Income Persons
CONTRACT REQUIREMENTS
24 CFR Part 75

RIVERSIDE COUNTY

Section 75.1 Purpose

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

Section 75.3 Applicability

(a) General applicability. Section 3 applies to public housing financial assistance and Section 3 projects, as follows:

(1) Public housing financial assistance. Public housing financial assistance means:

(i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);

(ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;

(iii) Development, modernization, and management assistance provided pursuant to section 9(d) of the 1937 Act; and

(iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section.

(2) Section 3 projects. (i) Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of $200,000. The threshold is $100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 et seq.); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

(ii) The Secretary must update the thresholds provided in paragraph (a)(2)(i) of this section not less than once every 5 years based on a national construction cost inflation factor through Federal Register notice not subject to public comment. When the Secretary finds it is warranted to ensure compliance with Section 3, the Secretary may adjust, regardless of the national construction cost factor, such thresholds through Federal Register notice, subject to public comment.

(iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

(b) Contracts for materials. Section 3 requirements do not apply to material supply contracts.

(c) Indian and Tribal preferences. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.

(d) Other HUD assistance and other Federal assistance. Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

Section 75. 5 Definitions.

The terms HUD, Public housing, and Public Housing Agency (PHA) are defined in 24 CFR part 5. The following definitions also apply to this part:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.

Contractor means any entity entering into a contract with:

(1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

(2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial

consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in §75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 project means a project defined in §75.3(a)(2).

Section 3 worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in §§75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

Subpart C—Additional Provisions for Housing and Community Development Financial Assistance

§75.19 Requirements.

(a) *Employment and training.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

(i) Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) Participants in YouthBuild programs.

(b) *Contracting.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

(i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) YouthBuild programs.

§75.21 Targeted Section 3 worker for housing and community development financial assistance.

(a) *Targeted Section 3 worker.* A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) Living within the service area or the neighborhood of the project, as defined in §75.5; or

(ii) A YouthBuild participant.

(b) [Reserved]

§75.23 Section 3 safe harbor.

(a) *General.* Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:

(1) Certify that they have followed the prioritization of effort in §75.19; and

(2) Meet or exceed the applicable Section 3 benchmark as described in paragraph (b) of this section.

(b) *Establishing benchmarks.* (1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the FEDERAL REGISTER. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide

benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the nature of the Section 3 project, or other variables. HUD will update the benchmarks through a document published in the FEDERAL REGISTER, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of recipients meeting benchmarks, as well as other metrics reported pursuant to §75.25 as deemed appropriate by HUD, for the 3 most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per §75.25(a)(4).

(3) Section 3 benchmarks will consist of the following two ratios:

(i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

(ii) The number of labor hours worked by Targeted Section 3 workers as defined in §75.21(a), divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

§75.25 Reporting.

(a) *Reporting of labor hours.* (1) For Section 3 projects, recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to §75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the

total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) *Additional reporting if Section 3 benchmarks are not met.* If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in §75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

(1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

(2) Provided training or apprenticeship opportunities.

(3) Provided technical assistance to help Section 3 workers compete for jobs (*e.g.,* resume assistance, coaching).

(4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

(5) Held one or more job fairs.

(6) Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.,* work readiness activities, interview clothing, test fees, transportation, child care).

(7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

(8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.

(9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

(10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

(11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

(12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

(13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) *Reporting frequency.* Unless otherwise provided, recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, on all projects completed within the reporting year in a manner consistent with reporting requirements for the applicable HUD program.

§75.27 Contract provisions.

(a) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(b) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of §75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

Subpart D—Provisions for Multiple Funding Sources, Recordkeeping, and Compliance

§75.29 Multiple funding sources.

(a) If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 pursuant to §75.3(a)(1) and (2), the recipient must follow subpart B of this part for the public housing financial assistance and may follow either subpart B or C of this part for the housing and community development financial assistance. For such a project, the following applies:

(1) For housing and community development financial assistance, a Targeted Section 3 worker is any worker who meets the definition of a Targeted Section 3 worker in either subpart B or C of this part; and

(2) The recipients of both sources of funding shall report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients. PHAs and other recipients must report the following information:

(i) The total number of labor hours worked on the project;

(ii) The total number of labor hours worked by Section 3 workers on the project; and

(iii) The total number of labor hours worked by Targeted Section 3 workers on the project.

(b) If a housing rehabilitation, housing construction, or other public construction project is subject to Section 3 because the project is assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds in §75.3(a)(2), the recipient or recipients

must follow subpart C of this part, and must report to the applicable HUD program office, as prescribed by HUD.

§75.31 Recordkeeping.

(a) HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program by which the Section 3 project is governed, or the public housing financial assistance is provided or otherwise made available to the recipient, subrecipient, contractor, or subcontractor.

(b) Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:

(i) A worker's self-certification that their income is below the income limit from the prior calendar year;

(ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;

(iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or

(v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

(i) For a worker to qualify as a Targeted Section 3 worker under subpart B of this part:

(A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;

(B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(C) An employer's certification that the worker is employed by a Section 3 business concern; or

(D) A worker's certification that the worker is a YouthBuild participant.

(ii) For a worker to qualify as a Targeted Section 3 worker under subpart C of this part:

(A) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;

(B) An employer's certification that the worker is employed by a Section 3 business concern; or

(C) A worker's self-certification that the worker is a YouthBuild participant.

(c) The documentation described in paragraph (b) of this section must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200.

(d) A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

§75.33 Compliance.

(a) *Records of compliance.* Each recipient shall maintain adequate records demonstrating compliance with this part, consistent with other recordkeeping requirements in 2 CFR part 200.

(b) *Complaints.* Complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

(c) *Monitoring.* HUD will monitor compliance with the requirements of this part. The applicable HUD program office will determine appropriate methods by which to oversee Section 3 compliance. HUD may impose appropriate remedies and sanctions in accordance with the laws and regulations for the program under which the violation was found

EXHIBIT "R"

24 C.F.R. § 5.109

Equal participation of faith-based organizations in HUD programs and activities.

Effective: May 4, 2016

(a) Purpose.

Consistent with Executive Order 13279 (issued on December 12, 2002, 67 FR 77141), entitled "Equal Protection of the Laws for Faith–Based and Community Organizations," as amended by Executive Order 13559 (issued on November 17, 2010, 75 FR 71319), entitled "Fundamental Principles and Policymaking Criteria for Partnerships With Faith–Based and Other Neighborhood Organizations,", and further amended by Executive Order 13831 (issued on May 3, 2018, 83 FR 20715) entitled "Establishment of a White House Faith and Opportunity Initiative," this section describes requirements for ensuring the equal participation of faith-based organizations in HUD programs and activities. These requirements apply to all HUD programs and activities, including all of HUD's Native American Programs, except as may be otherwise noted in the respective program regulations in title 24 of the Code of Federal Regulations (CFR), or unless inconsistent with certain HUD program authorizing statutes.

b) Definitions. The following definitions apply to this section:

Direct Federal financial assistance means Federal financial assistance provided when a Federal Government agency or an intermediary, as defined in this section, selects the provider and either purchases services from that provider (i.e., via a contract) or awards funds to that provider to carry out an activity (e.g., via grant, sub-grant, sub-award, or cooperative agreement). The recipients of sub-grants or sub-awards that receive Federal financial assistance through State-administered programs (e.g., flow-through programs) are considered recipients of direct Federal financial assistance. In general, Federal financial assistance shall be treated as direct, unless it meets the definition of indirect Federal financial assistance.

Federal financial assistance means assistance that non–Federal entities receive or administer in the forms of grants, contracts, loans, loan guarantees, property, cooperative agreements, food commodities, direct appropriations, or other assistance, but does not include a tax credit, deduction, or exemption.

Indirect Federal financial assistance means Federal financial assistance provided when the choice of the provider is placed in the hands of the beneficiary, and the cost of that service is paid through a voucher, certificate, or other similar means of Government-funded payment. Federal financial assistance provided to an organization is considered indirect when the Government program through which the beneficiary receives the voucher, certificate, or other similar means of Government-funded payment is neutral toward religion meaning that it is available to providers without regard to the religious or non-religious nature of the institution and there are no program incentives that deliberately skew for or against religious or secular providers; and the organization receives the assistance as a result of a genuine, independent choice of the beneficiary.

Intermediary means an entity, including a nongovernmental organization, acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that accepts Federal financial assistance and distributes that assistance to other entities that, in turn, carry out activities under HUD programs.

(c) Equal participation of faith-based organizations in HUD programs and activities.

Faith-based organizations are eligible, on the same basis as any other organization, to participate in any HUD program or activity, considering any permissible accommodations, particulary under the Religious Freedome Restoration Act. Neither the Federal Government, nor a State, tribal or local government, nor any other entity that administers any HUD program or activity, shall discriminate against an organization on the basis of the organization's religious character, affiliation, or lack thereof, or on the basis of the organization's religious exercise. For purposes of this part, to discriminate against an organization on the basis of the organization's religious exercise means to disfavor an organization, including by failing to select an organization, disqualifying an organization, or imposing any condition or selection criterion that otherwise disfavors or penalizes an organization in the selection process or has such an effect:

(1) Because of conduct that would not be considered grounds to disfavor a secular organization;
(2) Because of conduct that must or could be granted an appropriate accommodation in a manner consistent with RFRA (42 U.S.C. 2000bb through 2000bb-4) or the Religion Clauses of the First Amendment to the Constitution; or
(3) Because of the actual or suspected religious motivation of the organization's religious exercise.
(4) In addition, decisions about awards of Federal financial assistance must be free from political interference or even the appearance of such interference and must be made on the basis of merit, not based on the organization's religious character, affiliation, or lack thereof, or based on the organization's religious exercise. Notices of funding availability, grant agreements, and cooperative agreements shall include language substantially similar to that in appendix A to this subpart, where faith-based organizations are eligible for such opportunities.

(d) Independence and identity of faith-based organizations.

(1) A faith-based organization that applies for, or participates in, a HUD program or activity supported with Federal financial assistance retains its autonomy, right of expression, religious character, authority over its governance, and independence, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs. A faith-based organization that receives Federal financial assistance from HUD does not lose the protections of law.

(2) A faith-based organization that receives direct Federal financial assistance may use space (including a sanctuary, chapel, prayer hall, or other space) in its facilities (including a temple, synagogue, church, mosque, or other place of worship) to carry out activities under a HUD program without concealing, altering, or removing religious art, icons, scriptures, or other religious symbols. In addition, a faith-based organization participating in a HUD program or activity retains its authority over its internal governance, and may retain religious terms in its organization's name, select its board members and employees on the basis of their acceptance of or adherence to the religious tenets of the organization consistent with paragraph (i) of this section), and include religious references in its organization's mission statements and other governing documents.

(e) Explicitly religious activities.

If an organization engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by direct Federal financial assistance and participation must be voluntary for the beneficiaries of the programs or activities that receive direct Federal financial assistance. The use of indirect Federal financial assistance is not subject to this restriction. Nothing in this part restricts HUD's authority under applicable Federal law to fund activities, that can be directly funded by the Government consistent with the Establishment Clause of the U.S. Constitution.

(f) Intermediary responsibilities to ensure equal participation of faith-based organizations in HUD programs.

If an intermediary - acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that is administering a program supported by Federal financial assistance - is

given the authority to select a nongovernmental organization to receive Federal financial assistance under a contract, grant, sub-grant, sub-award, or cooperative agreement, the intermediary must ensure that such organization complies with the requirements of this section. If the intermediary is a nongovernmental organization, it retains all other rights of a nongovernmental organization under the program's statutory and regulatory provisions.

(g) Nondiscrimination requirements.

Any organization that receives Federal financial assistance under a HUD program or activity shall not, in providing services with such assistance or carrying out activities with such assistance, discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. However, an organization that participates in a program funded by indirect Federal financial assistance need not modify its program or activities to accommodate a beneficiary who chooses to expend the indirect aid on the organization's program and may require attendance at all activities that are fundamental to the program.

(h) No additional assurances from faith-based organizations.

A faith-based organization is not rendered ineligible by its religious nature to access and participate in HUD programs. Absent regulatory or statutory authority, no notice of funding availability, grant agreement, cooperative agreement, covenant, memorandum of understanding, policy, or regulation that is used by HUD or a recipient or intermediary in administering Federal financial assistance from HUD shall require otherwise eligible faith-based organizations to provide assurances or notices where they are not required of similarly situated secular organizations. All organizations that participate in HUD programs or activities, including organizations with religious character or affiliations, must carry out eligible activities in accordance with all program requirements, subject to any required or appropriate accommodation, particularly under the Religious Freedom Restoration Act, and other applicable requirements governing the conduct of HUD-funded activities, including those prohibiting the use of direct financial assistance to engage in explicitly religious activities. No notice of funding availability, grant agreement, cooperative agreement, covenant, memorandum of understanding, policy, or regulation that is used by HUD or a recipient or intermediary in administering financial assistance from HUD shall disqualify otherwise eligible faith-based organizations from participating in HUD's programs or activities because such organization is motivated or influenced by religious faith to provide such programs and activities, or because of its religious character or affiliation, or on grounds that discriminate against an organization on the basis of the organization's religious exercise, as defined in this part.

(i) Exemption from Title VII employment discrimination requirements.

A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in section 702(a) of the Civil Rights Act of 1964 (42 U.S.C. 2000e–1), is not forfeited when the organization participates in a HUD program. Some HUD programs, however, contain independent statutory provisions that impose certain nondiscrimination requirements on all grantees. Accordingly, grantees should consult with the appropriate HUD program office to determine the scope of applicable requirements.

(j) Acquisition, construction, and rehabilitation of structures.

Direct Federal financial assistance may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under a HUD program or activity. Where a structure is used for both eligible and explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), direct Federal financial assistance may not exceed the cost of the share of acquisition, construction, or rehabilitation attributable to eligible activities in accordance with the cost accounting requirements applicable to the HUD program or activity. However,

acquisition, construction, or rehabilitation of sanctuaries, chapels, or other rooms that a HUD–funded faith-based organization uses as its principal place of worship, may not be paid with direct Federal financial assistance. Disposition of real property by a faith-based organization after its use for an authorized purpose, or any change in use of the property from an authorized purpose, is subject to Government-wide regulations governing real property disposition (2 CFR part 200, subpart D) and the HUD program regulations, as directed by HUD.

(k) Commingling of Federal and State, tribal, and local funds.

If a State, tribal, or local government voluntarily contributes its own funds to supplement direct Federal financial assistance for an activity, the State, tribal or local government has the option to segregate those funds or commingle them with the direct Federal financial assistance. However, if the funds are commingled, the requirements of this section apply to all of the commingled funds. Further, if a State, tribal, or local government is required to contribute matching funds to supplement direct Federal financial assistance for an activity, the matching funds are considered commingled with the direct Federal financial assistance and, therefore, subject to the requirements of this section. Some HUD programs' requirements govern any activity assisted under those programs. Accordingly, recipients should consult with the appropriate HUD program office to determine the scope of applicable requirements.

(l) Tax exempt organizations.

In general, HUD does not require that a recipient, including a faith-based organization, obtain tax-exempt status under section 501(c)(3) of the Internal Revenue Code to be eligible for funding under HUD programs. Many grant programs, however, do require an organization to be a nonprofit organization in order to be eligible for funding. Notices of funding availability that require organizations to have nonprofit status will specifically so indicate in the eligibility section of the notice of funding availability. In addition, if any notice of funding availability requires an organization to maintain tax-exempt status, it will expressly state the statutory authority for requiring such status. Applicants should consult with the appropriate HUD program office to determine the scope of any applicable requirements. In HUD programs in which an applicant must show that it is a nonprofit organization but this is not statutorily defined, the applicant may do so by any of the following means:

(1) Proof that the Internal Revenue Service currently recognizes the applicant as an organization to which contributions are tax deductible under section 501(c)(3) of the Internal Revenue Code;
(2) A statement from a State or other governmental taxing body or the State secretary of State certifying that -
(i) The organization is a nonprofit organization operating within the State; and
(ii) No part of its net earnings may benefit any private shareholder or individual;

(3) A certified copy of the applicant's certificate of incorporation or similar document that clearly establishes the nonprofit status of the applicant;
(4) Any item described in paragraphs (l)(1) through (3) of this section, if that item applies to a State of national parents organization, together with a statement by the State of parent organization that the applicant is a local nonprofit affiliate; or
(5) For an entity that holds a sincerely held religious belief that it cannot apply for a determination as an entity that is tax-exempt under section 501(c)(3) of the Internal Revenue Code, evidence sufficient to establish that the entity would otherwise qualify as a nonprofit organization under paragraphs (l)(1) through (4) of this section.

(m) Rule of construction.

Neither HUD nor any recipient or other intermediary receiving funds under any HUD program or activity shall construe these provisions in such a way as to advantage or disadvantage faith-based organizations affiliated with historic or well-established religions or sects in comparison with other religions or sects.

Credits

[69 FR 41717, July 9, 2004; 80 FR 75934, Dec. 7, 2015; 81 FR 19416, April 4, 2016; 85 FR 82315, Dec 17, 2020]

SOURCE: 61 FR 5202, Feb. 9, 1996; 61 FR 9041, March 6, 1996; 61 FR 9537, March 8, 1996; 61 FR 11113, March 18, 1996; 61 FR 13616, March 27, 1996; 61 FR 54498, Oct. 18, 1996; 70 FR 77743, Dec. 30, 2005; 73 FR 72340, Nov. 28, 2008; 75 FR 66258, Oct. 27, 2010; 77 FR 5674, Feb. 3, 2012; 80 FR 42352, July 16, 2015; 81 FR 19416, April 4, 2016; 81 FR 80798, Nov. 16, 2016; 81 FR 90657, Dec. 14, 2016, unless otherwise noted.

AUTHORITY: 12 U.S.C. 1701x; 42 U.S.C. 1437a, 1437c, 1437d, 1437f, 1437n, 3535(d); Sec. 327, Pub.L. 109–115, 119 Stat. 2936; Sec. 607, Pub.L. 109–162, 119 Stat. 3051 (42 U.S.C. 14043e et seq.); E.O. 13279, 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and E.O. 13559, 75 FR 71319, 3 CFR, 2010 Comp., p. 273.; 29 U.S.C. 794, 42 U.S.C. 1437a, 1437c, 1437c–1(d), 1437d, 1437f, 1437n, 3535(d), and Sec. 327, Pub.L. 109–115, 119 Stat. 2936; 42 U.S.C. 3600–3620; 42 U.S.C. 5304(b); 42 U.S.C. 12101 et seq.; 42 U.S.C. 12704–12708; E.O. 11063, 27 FR 11527, 3 CFR, 1958–1963 Comp., p. 652; E.O. 12892, 59 FR 2939, 3 CFR, 1994 Comp., p. 849.

Additional Federal Requirements

Whereas the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR *Part 570)* and the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards *(2 CFR Part 200)*. Contractor, sub-contractors, Consultants, and sub-consultants agree to comply with, and are subject to, all applicable requirements as follows:

1. ***Equal Employment Opportunity*** - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, general identity, or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex sexual orientation, general identity, or national origin. The Contractor/Consultant will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race color, religion, sex, sexual orientation, general identity, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.

2. ***Copeland "Anti-Kickback" Act*** *(18 U.S.C. 874 and 40 U.S.C.A. Section 3145):* All contracts and subgrants in excess of $2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

3. ***Davis-Bacon Act, as amended*** *(40 U.S.C.A. Section 3141-3148):* When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. *A. Section 3141-3148*) and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under the Davis Bacon Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the U.S. Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. ***Contract Work Hours and Safety Standards Act*** *(40 U.S.CA.. 32701 through 3708):* Where applicable, all contracts awarded by recipients in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards (40 U.S.C.A. 32701–3708), as supplemented by Department of Labor Regulations (29 CFR Part 5). Under Section 40 U.S.C.A. 3702, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. 40 U.S.C.A. 3704of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. ***Rights to Inventions Made Under a Contract or Agreement***— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

6. ***Rights to Data and Copyrights*** – Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.404-3, Federal Acquisition Regulations (FAR).

7. ***Air Pollution Prevention and Control (formally known as the Clean Air Act) (42 U.S.C.A. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.A. Section 1251 et seq.), as amended:***— Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C.A. 1251 *et seq.*). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

8. ***Byrd Anti-Lobbying Amendment*** *(31 U.S.C.A. 1352)*— Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

9. ***Debarment and Suspension*** *(Executive Orders (E.O. s) 12549 and 12689)*—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 2424. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

10. ***Drug-Free Workplace Requirements***— The Anti-Drug Abuse Act of 1988 (41 U.S.C.A. Section 8101-8103) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 2425.

11. ***Access to Records and Records Retention***: The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

12. ***Federal Employee Benefit Clause:*** No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

13. ***Energy Efficiency*:** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201, et. seq., 89 Stat. 871).

14. ***Procurement of Recovered Materials (2 CFR 200.322.)*** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. ***Build America, Buy America (BABA) Act:*** The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

16. Violence Against Women Act (VAWA): VAWA provides housing protections for survivors of domestic and dating violence, sexual assault and stalking ('domestic violence"). VAWA 2022 reauthorizes, amends, and strengthens the VAWA of 1994, as amended (Pub. L. 103-322, tit. IV, sec. 40001-40703; 34 U.S.C. 12291 et seq.) HUD's implementing regulations for VAWA'S protections, rights, and responsibilities are codified in 24 CFR part 5, subpart L, and related provisions in HUD's program regulations (HUD's VAWA regulations). VAWA 2022 amendments took effect on October 1, 2022, and 2022 VAWA's reauthorization includes new implementation requirements. Grantees, subrecipients and developers shall ensure compliance with all requirements of VAWA including but not limited to: (a) Assure domestic violence survivors are not denied assistance as an applicant, or evicted, or have assistance terminated as a tenant because applicant or tenant is or has been a victim of domestic violence; (b) Implement an emergency transfer plan allowing domestic violence survivor to move to another safe and available unit; (c) Provide protections against denial, terminations, and evictions that directly result from being a victim of domestic violence; (d) Implement a low barrier certification process and allow self-certification of domestic violence.

HWS HOUSING AND WORKFORCE SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.

September 24, 2024

Ralph Wright, Parks and Recreation Director
City of Banning
PO Box 998
Banning, CA 92220

RE: SUPPLEMENTAL AGREEMENT FOR THE 2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Dear Mr. Wright:

Enclosed, please find two (2) copies of the above-referenced Supplemental Agreement for your city's 2024-2025 CDBG program year. This agreement covers the following activities:

5.BN.61-24	Banning Senior Center ADA Improvements Project	$43,144
5.BN.62-24	Dysart Park Improvement Project	$105,000
5.BN.63-24	Banning Peace Center Food Program	$11,264

Upon review of the agreement, please have all copies executed and returned to this office, together with the following documentation:

1. Your City Council's approval of the Agreement and authorization to execute (Adopted Resolution and/or Certified Minute Order);
2. Evidence of Workmen's Compensation Insurance pursuant to *Section 15 A* of the Supplemental Agreement; and
3. Original Certificates of Insurance and certified copies of endorsements pursuant to *Section 15 D (3)* of the Supplemental Agreement.

In order for the County to comply with HUD's CDBG program timeliness requirements, your city's fully-executed agreements and required documentation must be returned to this office no later than sixty (60) days from the date of this letter.

In the event that the properly executed agreements and documentation are not received by the deadline date, your city will be in jeopardy of forfeiting your 2024-2025 CDBG funding. The County will then consider reprograming these funds to other activities within the Urban County program area.

A fully executed Supplemental Agreement will be forwarded to you, as well as the authorization to incur costs. Please be advised that this is not a notice to proceed. The County will not reimburse the City of Banning for any expenditure prior to the issuance of the *Authorization to Incur Costs*.

Furthermore, the County will not issue the Notice to Proceed until an appropriate representative of the City has completed the CDBG Subrecipient training.

Should you have any questions or to schedule a CDBG Subrecipient Training, please contact your CDBG Program Manager Anna Varona-Doromal at (951) 955-1113.

Sincerely,

Susana Orozco
Principal Development Specialist CDBG/ESG Programs

RESOLUTION 2023-171

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM PROJECTS FOR FISCAL YEAR 2024/2025

WHEREAS, the City of Banning has submitted applications for projects/activities under the Community Development Block Grant ("CDBG") program to the County of Riverside Department of Housing, Homelessness Prevention and Workforce Solutions annually; and

WHEREAS, during the month of September, notifications of application availability were provided to non-profit organizations, City Departments, and the general public through various media, including legal notice, City website, and the City's Social Media outlets; and

WHEREAS, on September 26, 2023, at its regular meeting, the City Council appointed an Ad-hoc Committee to review applications received. The applications were provided to the committee for review on October 11, 2023, and recommendation as shown as Exhibit "A"; and

WHEREAS, the CDBG Ad-hoc Committee reviewed applications and recommended the following projects be funded; City of Banning Senior Center ADA Improvements $75,000, City of Banning Dysart Park Bleachers $75,000, City of Banning Fire Station #89 Plymovent Exhaust System $30,000 and Sunrise Church Banning Peace Center Food Distribution Center $11,264; and

WHEREAS, the projects submitted herein meets the CDBG program guidelines and/or requirements; and

WHEREAS, it is necessary that the project be approved by the City Council through resolution in order for the City and its residents to obtain and utilize the federally funded CDBG grant funds.

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

SECTION 1. The Banning City Council adopts Resolution 2023-171, approving the projects submitted for funding under the Community Development Block Grant programs for Fiscal Year 2024/2025; and

SECTION 2. The Administrative Services Director or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to this resolution; and

SECTION 3. The City Manager is authorized to submit four projects for Fiscal Year 2023/2024 Community Development Block Grant program to County of Riverside Housing and Workforce Solutions for approval by their Board.

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

PASSED, APPROVED AND ADOPTED this 24th day of October 2023.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-171, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of October 2023 by the following vote, to wit:

AYES: Flynn, Gonzales, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

EXHIBIT A

Summary of Applications and Funding for Community Development Block Grant (CDBG) Program Funding Cycle FY 2024-2025

Applications Received	Requested Funding	Ad-Hoc Recommended
Community Projects		
Faith in Action	$39,500	0.00
Voices for Children	$12,000	0.00
Boys & Girls Club	$30,000	0.00
Sunrise Church Food Pantry	$20,000	$11,264
City of Banning Projects		
Low Income Program Assistance	$12,500	0.00
Senior Center ADA Improvements	$102,500	$75,000
Dysart Park Bleachers	$75,000	$75,000
Station #89 Plymovent System	$75,000	$30,000
Total	**$366,500**	**$191,264**

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Stephanie Sirls, Transit Manager** **Art Vela, Director of Public Works**
MEETING DATE:	**October 8, 2024**
SUBJECT:	**Consideration of Resolution 2024-160, Authorizing the City Manager, or Designee, to Execute Agreements with the California Department of Transportation for the City of Banning**

RECOMMENDATION:

Adopt Resolution 2024-160.

BACKGROUND:

The City of Banning submitted a competitive Sustainable Transportation Planning Grant application through Caltrans to fund the creation of a Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan that would create a framework to address electrification of the City's municipal fleet and transit system.

The City proposes to develop a plan assessing both fleet electrification and zero-emission vehicle (ZEV) charging infrastructure to identify needed projects such as constructing ZEV charging locations, choosing vehicles to be transitioned, purchasing appropriate, cost-effective ZEVs, and creating a comprehensive strategy for action. The City's study will serve as a guide for implementing changes in support of California's goal of achieving 100% zero-emission medium and heavy-duty vehicles by 2045, which will reduce greenhouse gases (GHG) created by the City fleet, thereby improving air quality, providing greater transport equity for residents, and ensuring that the City's services can continue to serve the community with efficiency and integrity.

The City received a conditional notice of award July 9, 2024. A condition that needs to be met prior to the issuance and acceptance of award is a Resolution, signed by a governing board that includes the grant project title and a job title of the person authorized to enter into a contract with Caltrans.

JUSTIFICATION:

Caltrans requires a signed Resolution to be submitted before awarded funds can be claimed through the Sustainable Transportation Planning Grant Program. As such, the City of Banning City Council wishes to delegate authorization to execute these agreements, and any amendments, thereto to the City Manager or his designee.

FISCAL IMPACT:

The City's receipt of grant funding, through the Sustainable Transportation Planning Grant, will provide $309,850 in grant funds. The City's estimated local in-kind match is $40,150, which provides for a total project budget of $350,000. The City match commitment will be achieved utilizing staff time charged to the project and local transportation funds.

ALTERNATIVES:

Do not adopt and provide alternative direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution_2024-160__Sustainable_Communities_Grant.docx
2. Exhibit A - COB Sustainable Transportation Planning Grant Application.pdf

RESOLUTION 2024-160

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE PLANNING GRANT AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CITY OF BANNING ZERO-EMISSION VEHICLE FLEET AND INFRASTRUCTURE TRANSITION ACTION PLAN

WHEREAS, the City of Banning is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation;

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be reimbursed through the Transportation Planning Grant Program;

WHEREAS, the City of Banning City Council wishes to delegate authorization to execute these forms, agreements and any amendments thereto to the City Manager or his designee.

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

SECTION 1. The City Council hereby authorizes the City Manager, or designee, to make necessary non-substantive changes, and to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

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 8th day of October 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 2024-160, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 8th day of October 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
2024-25 Sustainable Transportation Planning Grant Application

CITY OF BANNING

ZERO-EMISSION VEHICLE FLEET AND INFRASTRUCTURE TRANSITION ACTION PLAN

California Department of Transportation
Division of Transportation Planning

SUSTAINABLE TRANSPORTATION PLANNING GRANT PROGRAM

Fiscal Year 2024-25
Sustainable Communities
Competitive Technical Category

Contact: Art Vela P.E.
Director of Public Works / City Engineer
(951) 922-3134
avela@banningca.gov

Proposal Submitted January 17, 2024

CITY OF BANNING

Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan

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Maps and Photos of Assessment Area.....Attachment G

Letters of Support .....Attachment H

Attachment A

CALTRANS SUSTAINABLE TRANSPORTATION PLANNING GRANT APPLICATION CHECKLIST

Application Checklist

The following documents are required and must be submitted via Smartsheet in one single PDF document, not to exceed 25 MB. The Signature Page may be submitted separately if there are issues combining with the single PDF document. Keep the file name brief, as files are corrupted when file names are too long. Refer to the Grant Application Guide for additional information and/or samples. Failure to include any of the required documents will result in a reduced application score.

PDF documents should be submitted in their fillable PDF formats. The original file formats will be required upon grant award.

Required Application Documents	
(✓)	**Ensure these items are completed prior to submitting to Caltrans via Smartsheet**
✔	Application Cover Sheet (complete in Smartsheet and submit with single PDF document)
✔	Signature Page (Electronic signatures accepted; may submit as a separate file if there are issues with combining with single PDF document)
✔	Application Narrative
✔	Scope of Work
✔	Cost and Schedule
NA	Third Party In-Kind Valuation Plan (if applicable, required upon award)
✔	Map of Project Area
Supplemental Documentation (not required)	
✔	Graphics of Project Area (when applicable)
✔	Letter(s) of support
✔	Data

Attachment B

CALTRANS SUSTAINABLE TRANSPORTATION PLANNING GRANT APPLICATION COVER SHEET

FINAL

Sustainable Transportation Planning Grant Program
GRANT APPLICATION COVER SHEET

PART A. APPLICATION INFORMATION

FY 2024-25

Grant Category (select only one)			
Climate Adaptation (MPOs, RTPAs, Transit Agencies, Cities, Counties, Tribes, other Public Transportation Planning Entities)			
✓	11.47% Local Match requirement (Not Applicable to Native American Tribal Governments)		
Sustainable Communities (MPOs with sub-applicant, RTPAs, Transit Agencies, Cities, Counties, Tribes, other Public Transportation Planning Entities)		**Strategic Partnerships** (MPOs and RTPAs only)	
	Sustainable Communities Competitive (11.47% Local Match requirement)		Strategic Partnerships (FHWA SPR Part I) (20% Local Match requirement)
✓	Sustainable Communities Competitive Technical (11.47% Local Match requirement)		Strategic Partnerships Transit (FTA 5304) (11.47% Local Match requirement)

Application Submittal Type (more than one may be selected)					
New		**Prior Phases**		**Re-Submittal**	
✓	New Application		Continuation of a prior project. If so, list the Grant FY and project title below.		Re-submittal from a prior grant cycle.
					How many times has an application been submitted for this project, including this one?

PART B. PROJECT INFORMATION

Project Title and Location			
Project Title	Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan		
Project Location (City)	Banning	Project Location (County)	Riverside County

Funding Information

1. Is the applicant proposing to meet the minimum local match requirement or an over-match? Use the Match Calculator to determine the appropriate match. Match Calculator (posted online)

   ☒ Minimum Local Match ☐ Over-Match

2. What is the source of Local Match funds being used?
   (MPOs – Federal Toll Credits, PL, and FTA 5303 cannot be used to match Sustainable Communities Competitive or Adaptation Planning grants)

   ☒ Local Transportation Funds ☐ Local Sales Tax ☐ Special Bond Measures
   ☒ Other, specify: **Staff time**

Grant Funds Requested	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost
$309,850.00	**$ 40,150.00**	**$0.00**	**$ 40,150.00**	**11.47%**	**$ 350,000.00**

Sustainable Transportation Planning Grant Program
GRANT APPLICATION COVER SHEET

PART B. PROJECT INFORMATION (CONTINUED)

Project Description (3-5 Sentences Max.)	
Insert Application Narrative: 1. Project Description	The City of Banning requests $309,850.00 to develop a Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan to address electrification of its municipal fleet and Banning Connect, the city-run transit bus system. Banning (population 30,683) is located in Riverside County, approximately 84 miles east of Los Angeles, and spans 23.2 square miles, with 9,950 residents living in disadvantaged census tracts. The City proposes to develop a plan assessing both fleet electrification and zero-emission vehicle (ZEV) charging infrastructure to identify needed projects such as constructing ZEV charging locations, choosing vehicles to be transitioned, purchasing appropriate, cost-effective ZEVs, and creating a comprehensive strategy for action. The City's study will serve as a guide for implementing changes in support of California's goal of achieving 100% zero-emission medium and heavy-duty vehicles by 2045.

Project Type

Choose the Project Type that best represents the focus of the proposed project. See Grant Application Guide for examples. Two max. may be selected.

- ☐ Active Transportation (Bicycle and Pedestrian)
- ☐ Climate Change (Infrastructure Adaptation, Vulnerability and Resiliency)
- ☐ Complete Streets (Multimodal specific type)
- ☐ Corridor (Local Streets or Highways)
- ☐ Freight/Goods Movement
- ☐ General Plan-Related (Circulation Element, Land Use Element, Specific Plan)
- ☐ Multimodal (Motorized and Active Transportation)
- ☐ Safety (Vision Zero, Safe Routes to Schools)
- ☒ Technical (Modeling, VMT Mitigation, ZEV Infrastructure, ZEB Transition, etc.)
- ☐ Transit (Bus, Light Rail, and Commuter Rail Service)
- ☐ Other, specify:

Underserved Community Definitions

If applicable to the project, what tools were used to identify the underserved communities in the project area? Choose all that apply.

- ☐ Rural Communities of 50,000 or less and outside of urbanized areas
- ☐ Native American Tribal Governments
- ☒ Regionally/Locally Defined Underserved Communities
- ☒ At/Below 80% Assembly Bill 1550 (Gomez, Statutes of 2016)
- ☒ At/Above 75% California Department of Education, Free or Reduced Priced Meals Data
- ☒ At/Above 75% CalEnviroScreen Version 4.0
- ☒ At/Below 25% California Healthy Places Index

Sustainable Transportation Planning Grant Program
GRANT APPLICATION COVER SHEET

PART C. CONTACT INFORMATON*

	Primary Applicant	Sub-Applicant	Sub-Applicant
Organization (Legal name)	City of Banning		
Dept./Division	Public Works		
Street Address	99 E. Ramsey St.		
City	Banning		
Zip Code	92220		
Phone Number	(951) 922-3130		
Executive Director Name	Arturo Vela		
Title	Director of Public Works/ City Engineer		
Executive Director E-mail	avela@banningca.gov		
Financial Manager Name	Lincoln Bogard		
Title	Finance Director		
Financial Manager E-mail	lbogard@banningca.gov		
Contact Person Name	Arturo Vela		
Title	Director of Public Works/ City Engineer		
Contact Phone Number	(951) 922-3134		
Contact E-mail	avela@banningca.gov		

*Use additional pages if necessary.

Sustainable Transportation Planning Grant Program
GRANT APPLICATION COVER SHEET

PART D. COMPLIANT HOUSING ELEMENT

City/County Primary/Sub-Applicants for Sustainable Communities Grants	Yes	No
Does the City/County have a compliant Housing Element? If No, explain the current status: **Banning City Council approved the Housing Element on 1/9/2024. The City will work with HCD in the coming months for a Finding of Compliance prior to grant award. All required progress reports will be submitted to HCD prior to grant award.**	x	
Has the City/County submitted Annual Progress Report to the California Department of Housing and Community Development for calendar years 2021 and 2022?	x	

PART E. OTHER FUNDING PROGRAMS

Applicants may leverage other program funds for this planning grant, as long as the activities are eligible.

	Yes	No	N/A
Is the applicant applying for the Governor's Office of Planning and Research (OPR) Climate Adaptation Planning Grant Program? Applicants should not submit the same project application to both funding programs. However, applicants may propose to leverage funds from one funding program to another. For instance, an applicant with a large project may propose to fund one component with Caltrans funds, and another with OPR funds. Applicants may also propose two entirely different projects to each funding program. If yes, identify the differences between each proposal, and briefly summarize the leverage opportunity if awarded both Caltrans and OPR funding:		✓	
Is the applicant applying for any other funding programs to complete this project? If yes, list them here:		✓	

PART F. LEGISLATIVE INFORMATION

Use the following link to determine the appropriate legislative members in the Project area.

Search by address: http://findyourrep.legislature.ca.gov/

State Senator(s)		Assembly Member(s)	
District	Name	District	Name
23	Rosilicie Ochoa Bogh	47	Greg Wallis

PART G. LETTERS OF SUPPORT

List all letters of support received for the proposed project. Letters should be addressed to the applicant.

Name/Agency	Name/Agency
Western Riverside Council of Governments	
Southern California Public Power Authority	
Southern California Association of Governments	
Supervisor Yxstian Gutierrez	
Senator Rosilicie Ochoa Bogh	

Attachment C

CALTRANS SUSTAINABLE TRANSPORTATION PLANNING GRANT SIGNATURE PAGE

Sustainable Transportation Planning Grant Program
GRANT APPLICATION SIGNATURE PAGE

If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans.

To the best of my knowledge, all information contained in this application is true and correct. If awarded a grant with Caltrans, I agree that I will adhere to the program guidelines.

Applicant			
Authorized Official (Applicant)			
Print Full Name	Arturo Vela		
Title	Director of Public Works / City Engineer		
Signature		Date	1/16/24
Sub-Applicant(s)*			
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	

*Use additional pages if necessary.

Attachment D

CALTRANS SUSTAINABLE TRANSPORTATION PLANNING GRANT NARRATIVE

Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

PART H. APPLICATION NARRATIVE

FY 2024-25

Project Information	
Organization (Legal name)	City of Banning
Project Title	Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan
Project Area Boundaries	Banning City Limits
Project Timeframe (Start and End Dates)	November 1, 2024 – November 1, 2025

Do not alter application format and font size 10

Application Narrative

1. **Project Description (10 points) - 3-5 sentences maximum; Do not exceed the space provided.** Briefly summarize project in a clear and concise manner, including why the project is necessary, major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts.

The City of Banning requests $309,850.00 to develop a Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan (Plan) to address electrification of its municipal fleet, including Banning Connect, the city-run transit bus system, which had an estimated ridership of 65,898 residents in the 2022/2023 fiscal year. Banning (population 30,683) is located in Riverside County, approximately 84 miles east of Los Angeles, and spans 23.2 square miles, with 9,950 residents living in disadvantaged census tracts (see Exhibits 1 and 2 for project location). The City proposes to develop a plan assessing both fleet electrification and zero-emission vehicle (ZEV) charging infrastructure to identify needed projects such as constructing ZEV charging locations, choosing vehicles to be transitioned, purchasing appropriate, cost-effective ZEVs, and creating a comprehensive strategy for action. The City's study will serve as a guide for implementing changes in support of California's goal of achieving 100% zero-emission medium and heavy-duty vehicles by 2045, which will reduce greenhouse gases (GHG) created by the City fleet, thereby improving air quality, providing greater transport equity for residents, and ensuring that the City's services can continue to serve the community with efficiency and integrity.

Key project stakeholders include Banning Electric Utility, Banning Unified School District, Southern California Public Power Authority (SCPPA), Western Riverside Council of Governments (WRCOG), Southern California Association of Governments (SCAG), and Caltrans.

2A. Project Justification (15 points) - Do not exceed the space provided

- Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies
- Describe the ramifications and impact of not funding this project
- Clearly define the existing issues surrounding the project (e.g., transportation issues, inadequate transit services, impacts of heavy trucking on local streets, air pollution, etc.)
- Competitive applications support the need for the project with empirical data
- Describe how this project addresses issues raised
- Define the public benefit
- Explain how the public was involved with identifying issues

Project Need: The proposed plan will address three primary issues facing the Banning Public Works Department (Department) and their served community, including:
1). Lack of EV Infrastructure – Per the Advanced Clean Fleets (ACF) regulations adopted by the California Air Resources Board, starting January 1, 2024, 50% of all new medium to heavy-duty vehicles purchased by fleet operators must be ZEVs, with the goal of transitioning to 100% ZEV purchases by 2027, with the exclusion of emergency vehicles. Currently, Banning has one Department-operated ZEV charging station that can only support slow-charging ZEVs, and the Electric Utility Department already experiences challenges with energy demand during peak periods. To meet these fast-approaching goals, the Department requires a comprehensive plan to survey the infrastructural needs and best practices for fleet conversion.
2) Need for a Holistic ZEV Transition Plan – The City recently developed individual plans (Zero-Emission Bus Rollout Plan and Short Range Transit Plan) for transitioning Banning Connect public transit system's bus fleet to ZEVs. However, these individual plans require the support of charging infrastructure in order to succeed. The City will incorporate findings from these plans into the comprehensive study of City services, placing the City in an optimal position to move forward with a broad view of necessary changes, and develop an expertly crafted strategy for infrastructural development. The results will support both transit and utility ZEVs, including vehicles operated by Banning's Electric Utility Department, Water and Wastewater, Public Works Department, City Hall, Parks, Streets, Code Enforcement, and Meter Readers.
3) Poor Air Quality – Located along Interstate 10 (I-10), Banning is subject to extremely adverse pollution conditions. According to CalEnviroScreen 4.0 (CES 4.0), Banning's two census tracts directly north of I-10 receive 0.416-0.432 tons of diesel particulate matter emissions per year, which is approximately 86-87% more than other census tracts in California (see Exhibit 6). Additionally, all of the City's census tracts are within the 97th–98th highest percentiles of ozone concentration compared with the rest of the state (see Exhibit 7). These air pollution factors are known causes of critical health problems, including asthma, cardiovascular, cardiopulmonary and respiratory disease, lung cancer, and increased susceptibility to infection. Reflecting the correlating levels of air pollution, Banning's residents face high rates of asthma and cardiovascular disease. With 13.9% of Banning's adults being without access to medical insurance according to the California Healthy Places Index (HPI), preventative care in the form of supporting a healthy environment is a priority of Banning's leadership.
4) Need for Fleet Upgrades – Considered a disadvantaged community according to CES 4.0 and Assembly Bill 1550, the City has experienced considerable struggle in maintaining speed with wealthier communities in terms of needed changes. In line with Caltrans' goals for advancing equity and livability

2A. Project Justification (continued)

in underserved communities, the proposed project Plan will address transportation-related disparities in Banning's aging fleets, many of which are diesel vehicles nearing the end of their useful life. Investing in the City's fleets is a necessary step in making Banning a more livable, thriving community, supported by environmentally-equitable services which will relieve utility and transportation-related hardships. Additionally, the development of the Plan will bolster the City's ability to develop future public infrastructure plans, which will benefit and encourage residents' own gradual adoption of privately owned ZEVs. As the Department is already financially strained by many ongoing capital improvement projects, grant funding is imperative to this end.

Public Benefits: The proposed Plan will directly benefit the community in the following ways:
1) Decreasing exposure to pollutants: Consuming 71,308 Gasoline Gallons Equivalent of fuel per year, Banning Connect currently exposes its frequent riders and the communities the fixed routes pass through (including Banning's DACs) to unhealthy levels of fine particulate pollution, a known cause of many health problems such as including asthma, cardiovascular, cardiopulmonary, and respiratory disease, lung cancer, and increased susceptibility to infection. Transitioning the public transit system and City fleets to ZEVs will significantly decrease the amount of local pollutants Banning Connect's ridership are exposed to.
2) Improving System Reliability: The Plan's proposed fleet assessment and transition strategies will also benefit the public by decreasing the overall age of the City's fleets, improving service reliability with newer, more efficient, and environmentally cleaner vehicles. Selecting a professional consultant and diligently outlining needs and strategies to implement new infrastructure and purchase ZEVs will ensure that the transitioning phase proceeds smoothly and efficiently, without unaccounted for environmental, financial, or functional consequences to residents.
3) Planning for the future: Electrification of the City's fleets will better equip the City of Banning to implement EV infrastructural developments in the future, which will support residents' adoption of privately owned ZEVs.

Public Involved with Identifying Issues: A 2013 Banning Connect ridership survey revealed that 86% of transit riders used the system's fixed routes at least three times a week, with this transit service being 91% of riders' only means of transportation. Additionally, 88% of riders reported an annual household income of $20,000, well below 80% of the State's MHI. This survey indicates that Banning's many disadvantaged residents rely heavily on this public transit service, underscoring the need to develop a plan for transitioning to safer, cleaner, healthier, and more equitable transit services.

Ramifications if Not Funded: If Banning's Plan is not developed, installation of needed charging infrastructure will not align with the State's goals timeline. Purchase of new ZEVs for the transit, utilities, streets, and parks fleets will be significantly delayed, with the possibility of some vehicles falling into disrepair due to the City being unable to replace them with ZEVs. As Banning falls behind the rate of progress in the rest of the State, existing deficiencies and air quality conditions only stand to worsen, endangering the health and safety of residents. Timely development of Banning's Plan will ensure that the City can keep pace with the state's mandate's and begin implementing infrastructure planning and construction and ZEV purchases for the benefit of the whole community.

2B. Underserved Communities Justification (5 points) - Do not exceed the space provided

- Explain how the project area or portions of the project area are defined as an underserved community, including Native American Tribal Governments and rural communities
- Explain how the proposed project addresses the needs of the underserved community
- Describe how underserved communities will benefit from the proposed planning project
- Cite data sources, the Grant Application Guide Appendix A tools used to define underserved communities, and include a comparison to the statewide thresholds that are established in each tool

Disadvantaged Community Status: Banning's growing population is diverse, with estimates from 2020's United States Census Bureau's data reporting that 64% of residents identify as non-white, including 49.5% Hispanic or Latino, 7.4% African American, and 5.5% Asian. The City's poverty rate is estimated at 18.9% (CES 4.0), with three census tracts identified by California EPA SB 535 as disadvantaged: Census Tract 6065044200 residing in the 90th percentile for poverty, and Census Tracts 6065044101 and 6059021813 residing in the 84th percentile (see Exhibit 3). These census tracts are additionally the most heavily burdened by pollution and correlating health issues, with Census Tract 6059021813 resting along I-10. The remaining Census Tracts within the study area, 6065044103, 6065044102, 6065043812, and 6065044300, are identified as low-income by California Climate Investments Priority Populations (see Exhibit 4).
DAC Benefits: The proposed plan will not only benefit these underserved communities, but the entire City of Banning, which has an overall average ranking on the HPI of 11.6%, and two census tracts with HPI scores of 7.6 and 2.5 (see Exhibit 5). Developing a comprehensive Plan for the installation of ZEV charging infrastructure and electrifying the City's utility and transit fleets will be an important step towards cleaner air within the city, enabling residents to have access to necessary services without adding to the air pollution from vehicles traveling along I-10.

2C. Underserved Communities Engagement (5 points) - Do not exceed the space provided

- See Grant Application Guide, Appendix A, for community engagement best practices
- Describe how the proposed effort would engage underserved communities, including Native American Tribal Governments and rural communities. Include specific outreach methods for involving underserved communities
- Describe how underserved communities will continue to be engaged during the next phases after the proposed planning project is complete, including project implementation.

Banning's Public Works Department will host three public meetings, the majority of which to be conducted in or accessible to DACs. Varying meeting times and locations will maximize accessibility with an emphasis on weekends and evenings after working hours. Extensive social media outreach will be utilized to share professionally designed outreach materials, including Facebook and Instagram. Flyers will additionally be made available on the Department's website, and provided in both English and Spanish wherever they are shared. The Department will make use of text and call notification systems to reach their existing database of subscribers, and implement use of a new communication platform, Zencity, to explore more engaging, innovative outreach technology.

The Department will keep residents informed throughout Plan development via website posts and social media publications. Residents will be encouraged to provide feedback and ideas during community events, and will be invited to attend celebratory events upon project milestone completions, where the Department will host booths to engage and educate attendees about the benefits of EV use.

3. Grant Specific Objectives (Total 35 points)
Integrate the following Grant Program Considerations (Grant Application Guide, Chapter 1.2) in the responses for 3A-G below, as applicable:

- Caltrans Strategic Plan
- California Transportation Plan (CTP)
- Modal Plans that Support the CTP
- Title VI and Environmental Justice
- Climate Action Plan for Transportation Infrastructure
- California Adaptation Strategy
- Master Plan for Aging

3A. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal encourages local and regional multimodal transportation, housing and land use planning that furthers the region's RTP SCS (where applicable)
- Demonstrate how the proposed effort would coordinate transportation, housing, and land use planning components of the project to inform one another (i.e., regular coordination meetings between responsible entities, joint community meetings, letters of commitment from all relevant implementing agencies, etc.
- Explain how the proposed effort would contribute to shifts in land use towards more sustainable and equitable communities, such as more affordable housing near transit or more compact regional development patterns (Reference Grant Application Guide, Chapter 2.2, for example project types)

Coordinated Transportation, Housing, and Land Use: Multimodal transportation, housing consideration, and equitable land use will all be naturally incorporated into the development of the Plan. Beneficial shifts towards equitable land use brought about by fleet electrification and charging infrastructure construction will include 1) reducing vehicle miles traveled (VMT) and thereby, reducing greenhouse gas (GHG) emissions from both City utility vehicles and public transit vehicles through fleet conversion and improving the efficiency, accessibility, and safety of buses; and 2) forwarding greater access to job centers by ensuring charging stations are placed strategically to support recently reassessed bus routes in Banning's Zero-Emission Bus Rollout Plan, per residents' needs. Feedback from community outreach will assist in identifying housing areas most in need of clean public transport and will be considered when planning charging station construction. To ensure successful coordination of these elements in the planning process, the City and a selected Consultant will be in regular contact with partnering agencies such as SCPPA, SCAG, WRCOG, and Caltrans District 8. Local community and business leaders will also be included in Plan draft reviews.

Shifts in Land Use: The proposed Plan will contribute to positive shifts in land use in the following ways: 1) Providing new, mobile energy storage possibilities as ZEVs can be utilized to store excess energy for reintegration into the grid during peak demand; 2) Revitalization of underutilized or outdated City-owned spaces as the Consultant reviews optimal locations for accessible and strategic charging station construction; and 3) Paving the way for future multi-modal transportation integration as the City will gain experience in installing EV charging infrastructure for utility and services use, to later implement in building infrastructure for resident use.

3B. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal contributes to the State's GHG reduction targets and advances transportation related GHG emission reduction project types/strategies (i.e., mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use, etc.)

The Plan is aligned with State GHG reduction goals in its intention to adhere to state-mandated transitioning to ZEV-use by public fleets. This transition will not only allow Banning to meet the State's goals, but will promote Caltrans' Strategic Plan's objectives of leading climate action and advancing equity and livability. Additionally, development of the Plan will address equity issues in the City by making efficient and environmentally responsible utility services and public transit accessible, reducing residents' VMT and costs spent on fuel. Grant funding will ensure that Banning can implement ZEV transitioning in public transit without burdening residents with increased ridership costs to cover initial infrastructure building and maintenance. The proposed Plan will be in line with Title VI and Environmental Justice by combating the disproportionally adverse human health conditions in Banning, improving equity for residents of all demographics. Development of the Plan will simultaneously support the goals of the California Transportation Plan (CTP 2050), by 1) advancing clean, carbon-neutral transportation that is climate resilient; 2) eliminating transportation burdens for disadvantaged communities; 3) improving transportation related health outcomes; 4) improving the air quality by minimizing pollutants; and 5) constructing resilient and climate change-adaptive ZEV charging infrastructure for the benefit of critical city services and utilities.

3C. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal supports other State goals, including but not limited to:
  - State Planning Priorities (Government Code Section 65041.1)
  - Climate Adaptation Goals (State Adaptation Strategy)
  - Goals and Best Practices cited in the 2017 RTP Guidelines, Appendices K and L

Banning's Plan will comply with Government Code 65041.1 by ensuring that any new infrastructure will be built in locations in or adjacent to existing developed areas. Infrastructure construction will make efficient and environmentally responsible use of sites where development will occur. Diligent management of funds will ensure responsible cost control so residents do not lift the burden through sudden increases in taxes and service rates. The Plan will comply with State adaption goals by prioritizing social equity in a disadvantaged community, encouraging active participation, educating them about the benefits, and by building Banning's resilience to climate change. The project additionally supports goals listed in Appendix K of the 2017 RTP Guidelines for Health in All Policies (HiAP) goals by promoting health equity through emission reduction, collaborating with partnering agencies in the planning process, (including Caltrans, Banning Electric Utility, SCPPA, SCAG, and WRCOG), and engaging with stakeholders through community outreach. Benefits for partnering departments will come from lasting structural changes. The developed plan will also be in accordance with priorities established in Appendix L by addressing social equity considerations and creating strategies to reduce impacts of transportation changes and costs on low-income households. Ultimately, the Plan will support the state-mandated goal to transition to 100% of new medium and heavy-duty vehicles purchased by fleet operators to be ZEV by 2027, beginning with 50% of purchases in 2024. This goal promulgated by the ACF is an important part of the State's 2050 vision of attaining 100% zero-emission vehicle ownership and ridership.

Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

3D. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal encourages stakeholder involvement
- List the stakeholders involved in the planning effort (e.g., first responders, community-based organizations, local housing and public health departments, transit agencies, and partners including State, federal, local agencies)
- Explain how stakeholders will be involved throughout the project

Project stakeholders will play a key role in the development of the Plan and will include the citizens of Banning, with a priority for those in disadvantaged communities, Banning Electric Utility, Banning Unified School District, SCPPA, SCAG, WRCOG, and Caltrans. Support letters from stakeholders can be found in Appendix F. Caltrans District Eight staff will be invited to participate in all planning sessions, and to attend community engagement meetings and events.

Stakeholders will be invited to participate by 1) attending community outreach events, assisting in leading discussions and engagement activities, 2) providing educational documents regarding ZEV benefit, planning materials, or other relevant documentation useful for the contracted consultant, 3) providing feedback on matters of efficiency, safety, and functionality in the planning stages and reviewing drafts; 4) informing the City on any obstacles and setbacks, as well as successes regarding the outcomes of plan implementation; and 5) serving as representatives for the Advisory Committee to review the draft and final Plan documents.

3E. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal involves active community engagement
- Describe the specific public outreach methods/events that will be employed throughout the project
- Explain how public input will inform the project
- Describe how the effort will survey the public at the end of each outreach event to gauge effectiveness of these activities for the planning effort

The City will host three formal meetings to educate Banning's residents on the benefits of implementing ZEV infrastructure for the City's fleets, share findings and preliminary construction plan drafts, and gather feedback for use in strategy development. These meetings will be held in multiple locations that are easily accessible to people in underserved neighborhoods and those with disabilities, with plenty of parking and gathering space, as well as scheduled at varying, optimal times to maximize opportunity for attendance. The meetings will be scheduled for weekends and/or evenings, and the City will provide at least one opportunity for online attendance in order to reach those who may be homebound. Invitations will be disseminated in both Spanish and English through printed flyers, newspaper notices, online postings to Banning's website and social media, and text and call notification systems. Outreach flyers and posts will also direct residents to the Department's website, where preliminary study findings and strategy drafts will be shared online. Residents will be invited to review the documents and provide feedback via email or regular mail. All community feedback will be considered when developing the finalized Plan, especially from those in disadvantaged communities and the elderly, in line with California's Master Plan for the Aging, which places priority on strengthening age- and disability-friendly transportation networks, and ensuring that public transit options are climate-friendly for these more health-sensitive demographics.



3F. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal assists in achieving the Caltrans Mission and Grant Program Objectives (Grant Application Guide, Chapter 1.2): Sustainability, Preservation, Accessibility, Safety, Innovation, Economy, Health, and Social Equity, as applicable

Banning's proposed Plan is aligned with Caltrans' Mission and Grant objectives by:

1) Sustainability: Promoting a sustainable future, with necessary City utilities and services able to withstand the effects of climate change and continue serving Banning's residents with stellar efficiency; 2) Preservation: preserving Banning's carefully planned bus routes and service standards with careful consideration of best sites for ZEV infrastructure development; 3) Accessibility: increasing the accessibility of services and utilities to those who are aging or with sensitive health conditions affected by air pollution; 4) Safety: improving the reliability of Banning's aging fleets by securing the means to purchase new and efficient ZEVs; 5) Innovation: leading the way to a better future through innovative implementation of ZEV transition and charging infrastructure in a DAC; 6) Economy: supporting Banning's economy by providing easier access to job sites through affordable public transit and supporting the City's local utility services; 7) Health: decreasing exposure to air pollutants; and 8) Social Equity: encouraging social equity by engaging and supporting DACs, keeping pricing for services reasonable, and helping Banning to grow as a strong, resilient community, able to meet California's Zero-Emission goals in pursuit of a healthier future.

3G. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal ultimately results in funded and programmed multimodal transportation system improvements
- Discuss next steps for project implementation, including timing for programming improvements that would result from the planning effort

Banning's Plan will 1) identify fleet vehicles to transition to ZEVs; 2) identify the most cost-effective battery and fuel cell operated vehicles for available for purchasing, 3) assess the current conditions and needs for constructing charging and storage infrastructure; and 4) identify locations for ZEV charging infrastructure. The Plan will pave the way for lasting changes to Banning's public utilities and transportation system, enabling the Department to act swiftly to meet State goals and improve the health and safety of service vehicles and public transit options, while also aligning with the county's long-term goals proposed by WRCOG's Subregional Climate Action Plan: promoting healthier communities, energy self-sufficiency, social equity, and reducing GHG emissions and fuel costs, resulting in a community which will be able to withstand and adapt to the challenges of climate change for a lasting and healthy future. The proposed Plan will also develop financing strategies to ease fleet conversion. Once the Plan is developed, Banning will work to put the strategy in action to achieve the Plan's goals as soon as possible to ensure regulatory compliance at all levels and establish the funded and programmed fleet and transit system improvements. This electrification and infrastructure transition plan is the first step in the City's initiative to meet the State's long-term, 2050 goal of zero-emissions. Providing the infrastructure needed for City services will empower the City with the experience and knowledge needed to move forward to installing public amenities and encouraging private ZEV adoption among residents in the coming years.

4.	**Project Management (Total 30 points)** See Scope of Work and Cost and Schedule samples and checklists for requirements (Grant Application Guide, Appendix B), also available on the Caltrans grants website: https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning/sustainable-transportation-planning-grants
4A.	**Scope of Work (15 points)**
4B.	**Cost and Schedule (15 points)**

Attachment E
CALTRANS SUSTAINABLE TRANSPORTATION PLANNING GRANT SCOPE OF WORK

Scope of Work Checklist

The Scope of Work (SOW) is the official description of the work that is to be completed during the contract. Tasks 1-6 outlined in the SOW are for illustrative purposes only. **Applications with missing components will be at a competitive disadvantage.** Please use this checklist to make sure your Scope of Work is complete.

Scope of Work Checklist	
(✓)	**Ensure these items are completed prior to submitting to Caltrans**
✓	Use the Fiscal Year 2024-25 template provided
✓	Include the activities discussed in the grant application
✓	List all tasks using the same title as stated in the Project Cost and Schedule
✓	Include task numbers in accurate and proper sequencing, consistent with the Cost and Schedule
✓	Exclude sub-task numbers; only include sub-headings
✓	Exclude tasks for project management and/or staff/consultant coordination; these activities should be spread among relevant tasks
✓	Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the underserved community involved with the project, if applicable
✓	Include a thorough and accurate narrative description of each task
✓	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant award amount, and only the grantee and sub-recipient(s) can charge against this Task. This Task must only include the following activities and deliverables: • Caltrans and grantee Project kick-off meeting at the start of the grant • Invoicing and quarterly reporting to Caltrans • DBE Reporting (federal grants only)
✓	Include Task 02 for the procurement of a consultant (if needed). This task is for the grantee and sub-recipient(s) only.
✓	Include detailed public participation and services to diverse communities in the Public Outreach Task (excluding technical projects)
✓	Identify public outreach strategies in a manner that provides flexibility and allows for a diverse range of outreach methods (both in-person and on-line), excluding technical projects
✓	Include a Task(s) for a Draft and Final product. The draft plan must include an opportunity for the public to provide feedback (excluding technical projects).
✓	Include a summary of next steps your agency will take towards implementing the project in the Final Product
✓	List achievable project deliverables for each Task
✓	EXCLUDE environmental, complex design, engineering work, and other ineligible activities outlined in the Grant Application Guide

SCOPE OF WORK

Project Information	
Grant Category	**Sustainable Communities Competitive Technical**
Grant Fiscal Year	**2024-2025**
Project Title	**Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan**
Organization (Legal name)	**The City of Banning**

Disclaimer

Agency commits to the Scope of Work below. Any changes will need to be approved by Caltrans prior to initiating any Scope of Work change or amendment.

Introduction

The City of Banning requests $309,850.00 to develop a Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan (Plan) to address electrification of its municipal fleet, including Banning Connect, the city-run transit bus system, which had an estimated ridership of 65,898 residents in the 2022/2023 fiscal year. Banning (population 30,683) is located in Riverside County, approximately 84 miles east of Los Angeles, and spans 23.2 square miles, with 9,950 residents living in disadvantaged census tracts (see Exhibits 1 and 2 for project location). The City proposes to develop a plan assessing both fleet electrification and zero-emission vehicle (ZEV) charging infrastructure to identify needed projects such as constructing ZEV charging locations, choosing vehicles to be transitioned, purchasing appropriate, cost-effective ZEVs, and creating a comprehensive strategy for action. The City's study will serve as a guide for implementing changes in support of California's goal of achieving 100% zero-emission medium and heavy-duty vehicles by 2045, which will reduce greenhouse gases (GHG) created by the City fleet, thereby improving air quality, providing greater transport equity for residents, and ensuring that the City's services can continue to serve the community with efficiency and integrity.

Key project stakeholders include Banning Electric Utility, Banning Unified School District, Southern California Public Power Authority (SCPPA), Western Riverside Council of Governments (WRCOG), Southern California Association of Governments (SCAG), and Caltrans.

Goal: If funded, the Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan will develop a comprehensive plan outlining the following: 1) the City's current needs in vehicle replacement and infrastructure for the City's utility service and transit fleets; 2) recommended strategies to replace vehicles with cost-effective ZEVs in structured phases, alongside necessary charging, storage; and 3) related infrastructural construction. The final Plan will enable Banning to take swift and knowledgeable action in fleet electrification and building momentum towards California's GHG emission reduction goals.

Background: Once a famous and busy stagecoach and railway destination, Banning is now home to many disadvantaged communities subjected to poverty, high concentrations of ozone and diesel particulate matter (due to the City's location adjacent to Interstate 10), and correlated high rates of asthma and cardiovascular disease. With a limited budget and high pollution, the City has numerous obstacles and a high need to meet the Advanced Clean Fleet's (ACF) regulations mandating that 50% of all new medium to heavy-duty vehicle

purchases by fleet operators must be ZEVs beginning in 2024, with the goal of 100% of purchases being ZEVs by 2027. Without aid from grant funding, the City's Department of Public Works is concerned that these milestones will not be met without unfairly financially burdening their already struggling, underserved communities, while public and environmental health conditions stand to worsen if air quality is not addressed.

Demographics: The City of Banning is comprised of a diverse population, with 64% of residents identifying as non-white, including 49.5% Hispanic or Latino, 7.4% African American, and 5.5% Asian, with over 18% of residents being born outside of the USA. According to the Census Bureau's data, 27.6% of the population is over 65 years old, 14.1% of people under 65 live with a disability, and 16.8% of residents have a bachelor's degree or higher.

Disadvantaged Communities: Banning's growing population is diverse, with estimates from 2020's United States Census Bureau's data reporting that 64% of residents identify as non-white, including 49.5% Hispanic or Latino, 7.4% African American, and 5.5% Asian. The City's poverty rate is estimated at 18.9% according to CalEnvrioScreen 4.0 (CES 4.0), with three census tracts identified by California EPA SB 535 as disadvantaged: Census Tract 6065044200 residing in the 90th percentile for poverty, and Census Tracts 6065044101 and 6059021813 residing in the 84th percentile (see Exhibit 3). These census tracts are additionally the most heavily burdened by pollution and correlating health issues, with Census Tract 6059021813 resting along I-10. The remaining Census Tracts within the study area, 6065044103, 6065044102, 6065043812, and 6065044300, are identified as low-income by California Climate Investments Priority Populations (see Exhibit 4).

The proposed plan will not only benefit these underserved communities, but the entire City of Banning, which has an overall average ranking on the HPI of 11.6%, and two census tracts with HPI scores of 7.6 and 2.5 (see Exhibit 5). Developing a comprehensive Plan for the installation of ZEV charging infrastructure and electrifying the City's utility and transit fleets will be an important step towards cleaner air within the city, enabling residents to have access to necessary services without adding to the air pollution from vehicles traveling along I-10.

Planning for Housing and Integrated Planning: Banning City Council approved the Housing Element on January 9, 2024. The Housing element was then sent on to HCD for approval. The City will work with HCD in the coming months for a Finding of Compliance prior to grant award. All required progress reports will additionally be submitted to HCD prior to grant award announcement.

Project Benefits:

1. Reduced GHG Emissions

The City of Banning, located along Interstate 10, is subject to extremely adverse pollution conditions. According to CES 4.0, Banning's two census tracts directly north of the interstate receive 0.416-0.432 tons of diesel particulate matter emissions per year, which is approximately 86-87% more than other census tracts in California. Additionally, the City's collective census tracts rest within the 97th–98th highest percentiles of ozone concentration compared with the rest of the state. These combined air pollution factors are known causes of critical health concerns when exposure is prolonged, including asthma, cardiovascular, cardiopulmonary, and respiratory disease, lung cancer, and increased susceptibility to infection. Reflecting the correlating levels of air pollution, Banning's residents face considerable health concerns, with high rates of asthma and cardiovascular disease. With 13.9% of Banning's adults being without access to medical insurance according to the California HPI, and over a fourth of the population being 65 and older, preventative care in the form of encouraging a healthy environment is a priority of Banning's leadership. This Plan would result in timely ZEV transition, thereby reducing the harmful GHG emissions created by the City's own public fleet.

2. Improved Public Transit
With low active commuting and even lower vehicle access rates according to the HPI, Banning's residents increasingly rely on the City's public transit fleet to access jobs, health care, shopping, and other critical services. Though Banning's bus ridership decreased during and immediately following the 2020 pandemic, a study conducted for Banning's 2023 Zero-Emission Bus Rollout Plan indicated a gradual increase in ridership in recent years, suggesting the possibility of a return to pre-COVID rates in the future. In order to promote this return to bus ridership, reducing VMT by car-owning residents and providing healthy, efficient transportation means for those who do not, the proposed project will assist the effort by making public transit both more environmentally equitable and attractive to Banning's residents, especially those with sensitive health conditions.

3. Preparation for Future City-Wide Electrification
Electrification of the City fleet will be a critical step towards California's zero-emission goals. The proposed Plan will enable Banning to act with the guidance of a carefully laid out plan, ensuring that all considerations in purchasing, construction, and impacts to resident life have been taken into account. The Plan will allow Banning to move forward confidently while providing the needed experience and knowledge to begin planning for city-wide electrification in the future.

4. Social/Environmental Equity
Knowledge of the benefits of electrification is necessary for paving the way for equitable public EV adoption for successful public and private transitioning to ZEVs. Transitioning to battery or fuel cell powered vehicles may be seen as a burden to many, especially those in disadvantaged communities. Banning's proposed project will include robust community engagement with the goal of both educating residents about the human health and environmental benefits of ZEVs, while gathering concerns, feedback, and suggestions from the community for consideration and implementation into a plan which will provide long lasting improvements to the City's utility services and public well-being.

Related Planning Efforts:
City of Banning General Plan
The proposed project aligns with the City's general goal regarding public works development that public infrastructure be dependable, cost-effective, and conveniently located, with services that meet the functional, social, and economic needs of the entire community.

City of Banning's 2023 Zero-Emissions Bus Rollout Plan
The proposed project aligns with Banning's previous study assessing the current state of Banning Connect Transit Service's (Banning Connect) needs, with the goal of planning to transition their fleet to ZEVs by 2040.

City of Banning's Short Range Transit Plan
The proposed project aligns with Banning's Short Range Transit Plan which assesses service, ridership, funding, and future needs to ensure regulatory compliance as well as operational growth.

Southern California Association of Governments' (SCAG) Connect SoCal Plan (2023)
The proposed project aligns with SCAG's goals, listed below:

1. *Build and maintain a robust transportation network* – Fleet electrification and infrastructure development, especially for Banning's bus fleet, will bolster the City's ability to serve the City's transportation network with efficiency while reducing VMT.
2. *Developing, connecting, and sustaining communities that are livable and thriving* – The Plan will lay out a comprehensive plan for fleet electrification and infrastructure construction which will result in a public utilities fleet better fit to withstand the effects of climate change and improve the City's air quality.

3. *Creating a healthy region for the people of today and tomorrow* – Not only will fleet electrification have immediate benefits for those living in Banning now, but diligent grant management and plan-development will ensure the changes to Banning's fleet will be long lasting, with cost-effective changes and purchases made to endure, and careful considerations given to pricing and timing so that costs to residents remain equitable years to come.

Project Performance Period: The planning effort is proposed to begin November 1, 2024, or upon completion of Grant Agreement, and will conclude by November 1, 2025, ending well before the stipulated end date of June 3, 2027.

Project Stakeholders

If awarded, the Public Works Department will procure an expert Consultant to conduct necessary studies and incorporate information gathered via assessment and community engagement to develop the proposed plan. Stakeholders for the resulting plan will include:

1. Banning Electric Utility
2. Banning Unified School District
3. SCPPA
4. SCAG
5. WRCOG
6. Caltrans District 8

Please see attached letters of support from WRCOG, SCAG, and SCPPA. Additional stakeholders will be recognized and contacted throughout the planning process as needs are identified. All stakeholders, including local businesses and neighborhood organizations which may be affected, will be invited to participate in planning and outreach events, supplying their own technical expertise and recommendations for fleet electrification and EV charging infrastructure development.

Contractor Responsibilities: The City of Banning will take responsibility for all project management and performance, as well as partnering with the Consultant on organizing and conducting community outreach and engagement and other related meetings. The Department of Public Works will select a consulting firm based on their established, non-discriminatory and all-inclusive procurement procedures and competitive prerequisites.

Overall Project Objectives

The City of Banning will develop a comprehensive Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan with the goals of implementing long-lasting improvements in service efficiency, air quality, and social equity. Project objectives include:

- Developing a Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan that:
    - Analyzes existing conditions of Banning's public fleet and capabilities for charging and storage infrastructure;
    - Analyzes the City's current and future fleet needs and creates ZEV transition schedules which provide projections for future charging infrastructure needs and energy load demands;
    - Assesses Banning's current energy load bearing capabilities and the capacity of facilities to support electrical load demand from charging operations, potential grid impacts, and inadequate charging infrastructure limitations;
    - Creates plans for bridging gaps in infrastructure and grid deficiencies while working to meet state-mandated zero-emission milestones;

    - Proposes a projected cost for fleet conversion, infrastructure construction, and identifies financing mechanisms and strategies that could accelerate the transition of publicly owned vehicles to ZEVs; and
    - Finalizes a Phased Master Plan for recommended implementation of fleet electrification and charging strategy, utilizing findings from studies, previous City plans, and input from City staff, partners, and community engagement.
- Encouraging long-term results from the developed plan including decreasing GHG emissions and improving the City's air quality, thereby promoting healthier living conditions for residents; bolstering the resiliency and environmental responsibility of city-wide services and utilities while maintaining their ability to efficiently serve the community; and set the stage for future ZEV infrastructure development to support privately owned vehicle transition and maintain momentum towards the state's 2050 zero-emissions goal.
- Engaging the community with informational meetings and discussions, and build social equity by educating residents about why ZEV transitioning is important and how the transition will impact their lives for the better. Engagement will ensure residents' voices, especially those in underserved neighborhoods, are heard in regards to questions and concerns, by helping residents take an active part in community development through consideration of their feedback, suggestions, and input.
- Implementing a finalized, all-encompassing Plan informed by best purchasing and constructing practices, along with significant and meaningful input from stakeholders and the community, which will ultimately prepare Banning to take powerful initiative in environmental stewardship and climate action for their public fleet.

Summary of Project Tasks

The project's primary tasks are to first assess all current conditions regarding the Department's fleet and infrastructural preparedness for transition, and then develop a thorough strategy for implementation of necessary purchases, construction, and management. Community outreach and coordination with partnerships and stakeholders will be an integral part of these tasks.

Task 01: Project Administration

Grant Kick-off Meeting with Caltrans
The Project Manager and City staff will plan and conduct a kick-off meeting with Caltrans to review and discuss the grant agreement, implementation expectations and timelines, procurement procedures, reporting and invoicing, and immediate and long-term action items.

Invoicing
The Project Manager in coordination with the City's Finance Director will develop and submit invoices to Caltrans in a timely manner as prescribed in the grant agreement. Invoice packages and reports will be based upon completion of project phases as identified in the grant contract and include project expenditures to-date.

Quarterly and Final Reporting to Caltrans
The Project Manager and Finance Director will work together to develop and submit quarterly reports and the final report to Caltrans in a timely manner as prescribed in the grant agreement. The reports will summarize project progress and obstacles, and will include copies of deliverables.

Project Monitoring
The Project Manager will organize regularly scheduled meetings—in-person and remote—over the course of the project with the Consultant to monitor project progress, discuss next steps and upcoming tasks, and review emerging implementation barriers and propose solutions. The Project Manager will additionally track the project's budget and timeline, ensuring that project

tasks remain on-schedule. All ongoing quality control monitoring of the Consultant will be the Project Manager's responsibility.

Task Deliverables – Responsible Party: City of Banning
Kick-off meeting with Caltrans: Meeting notes, attendance sign-in sheet
Quarterly invoices
Quarterly progress reports
Final report

Task 02: Consultant Procurement

Consultant Procurement
The Project Manager will develop and post a Request for Proposal (RFP) in order to procure a Consultant to conduct the study, develop the Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan, and participate in all community and stakeholder engagement events. Consultant procurement will align with Banning's established procedures and qualification requirements by which the City will make its selection, taking into consideration years of directly-related experience and cost-effectiveness. The City will hire a Consultant while abiding by state and federal requirements, Caltrans Local Assistance Procedures Manual for procuring non-Architectural and Engineering Consultants, the Grant Application Guide, Regional Planning Handbook, and the established grant contract between Caltrans and the City.

Kick-off Meeting with Stakeholders
Once a Consultant is selected, the City will hold a kick-off meeting with the Consultant to review the scope of work, budget, timeline, deliverables, and address planned involvement in community and stakeholder outreach events. City staff, along with the Project Manager, the Consultant, and stakeholder representatives will meet to discuss the broad vision for the Plan, the projects goals and objectives, the tasks and the timeline, immediate and long term action items, expectations between the City, the Consultant, and stakeholders, intended project outcomes, and Caltrans' requirements. The City's Project Manager will lead the discussion with input from supporting City staff. Caltrans will be invited to attend.

Task Deliverables – Responsible Party: City of Banning
Copy of City of Banning's current procurement procedures
Request for Proposal/Qualifications
Contract between Consultant and City of Banning
Amendments to the Consultant contract
Kick-off Meeting: Notes, agenda, and attendee sign-in sheet

Task 1: Existing Conditions

Review Existing Plans and Information
The Consultant will review existing materials including:

- Related elements of Banning's General Plan and Amendments;
- Local plans including Banning's *Zero-Emissions Bus Rollout Plan* and *Short Range Transit Plan*;

- Regional plans including: SCAG's 2023 *Connect SoCal* Plan and WRCOG's *Subregional Climate Action Plan*;
- Literature review of EV infrastructure to identify best practices, obstacles and identified solutions, example scopes of work, cost estimates, etc.;
- Current, completed environmental studies;
- Information regarding demographics and densities of populations in the City, including disadvantaged communities;
- Review transit ridership and user data; and
- Review current transit routes.

Conduct Infrastructure and Fleet Inventory
The Consultant will conduct a thorough audit of the existing public fleet and infrastructure within the city limits. The Consultant will document conditions, land use, housing, assets and needs, status of adjacent infrastructure, listings of relevant transit destinations and access points, via photographs and field notes.

Task Deliverables – Responsible Party: Consultant
List of reviewed documents
Tables/lists summarizing collected data
Inventory of findings, photographs, field notes, etc.
Memo summarizing findings

Task 2: Analysis

Identify Vehicles for Transition
The Consultant will identify vehicles in Banning's existing fleet best suited for immediate transition to ZEVs, as well as those which may be underutilized, oversized, or not optimal for transition due to insufficient alternatives, unreliable technology, excessive cost, or other reasons. Upfront and lifecycle cost differentials among commercially available fuel options, including kilowatt-hour (kWh) costs will be averaged with a cost/benefit analysis for the conversion to electric and fuel cell vehicles for all applicable classes and types within the fleet. From this data, the Consultant will develop recommendations for the best compliance pathway to meet ACF regulations for fleet conversion. The Consultant will identify any possible applications of exemptions, including the ZEV Milestone Option.

Identify Infrastructure Sites
The Consultant will identify the projected number and location profile of electric vehicle charging stations needed citywide to provide charging for the City fleet upon transition, along with drafting a cost analysis study for the ideal sites. Viable locations will be prioritized and selected for implementation in the final Plan with a goal to maximize the total possible number of chargers, along with infrastructure for future chargers, and keeping in mind strategic placement that best supports the current bus routes and needs of residents. Identified sites will be based on elements such as transit and frequented utility service destinations, land-uses, workplaces, electric infrastructure, DACs, etc.

Review of the existing infrastructure will include calculations of the City's capacity to support electrical load demand from charging operations, identify potential grid impacts, inadequate charging infrastructure and locational limitations, such as electric service panel and transformer upgrades, parking configurations, note concerns about reliability and resilience in the event of a grid outage, and review ability to sustain changes for the long-term. Capacity for backup generators or other energy storage methods needed for emergency response, or to lighten the load from the additional impact to the electrical grid during peak system usage will be assessed.

Up to three different City facilities will be considered, including City Corporate Yard, Water/Wastewater Yard, and Repplier Park.

Identify Transition Needs and Requirements

For Fleet Conversion: For all light and medium-duty vehicles, the Consultant will develop estimates for the projected cost of replacement with electric vehicles by 2040. Estimates will include costs for vehicle acquisition, procurement lead times, charging and refueling infrastructure costs, existing fleet fuel costs and projected fuel/charging, ongoing maintenance, and all other associated expenses. To budget the ongoing operation costs, the estimated energy usage (MWh) and demand (MW) by vehicle category should be provided as well. For this task, the Consultant will also describe other barriers to transition to an electric vehicle fleet, including but not limited to commercial availability, procurement lead time, operational challenges, emergency response, fleet staff expertise/training, and take-home vehicle charging. The Consultant will include yearly and total costs of ownership for the vehicle and charging infrastructure.

The Consultant will also recommend charge management solutions to ensure vehicles are fully charged by the next duty cycle while ensuring the total energy available is not exceeded.

For vehicles with a Gross Vehicle Weight Rating (GVWR) of 8,500 lbs. or greater, the Consultant will develop estimates for the projected cost of conversion to battery and/or fuel cell electric fleets by 2024 (50%) and by 2027 (100%) or in accordance with the most current ACF regulation requirement.

For Infrastructure Construction: The Consultant will create a Needs Assessment and Gap Analysis, identifying the gap between the existing city infrastructure and forecasted future needs, and provide an estimate cost to bridge the gap. Cost estimates will include but are not limited to: installing charging stations, mobile charge stations, energy storage units, and solar panels for supporting increased electrical load. Upgrades to electrical capacity will be included if needed as part of reviewing backup generator needs, and the Consultant will identify types of chargers recommended for City use. If fuel cell electric vehicles are recommended as a cost-effective alternative, the Consultant will also identify the projected number and location profile of fuel production, storage, and distribution sites.

Finally, the Consultant will identify and analyze financing mechanisms and strategies which could accelerate the transition of publicly owned vehicles to battery and/or fuel cell electric vehicles, including but not limited to:

- Energy or carbon savings performance contracting;
- Utility rebates;
- Revolving loan funds;
- State grant programs (e.g. LCFS Credits);
- State and federal incentives; and
- Leasing.

Develop Initial Rollout Schedule

The Consultant shall draft a phased rollout schedule, including recommendations provided in the City's Zero-Emissions Bus Rollout Plan. The Consultant should also estimate the GHG emission reductions by year, by vehicle category for the alternative fuel vehicles. The plan shall additionally include user-friendly preliminary design plans, illustrations, and talking points to present at community and stakeholder outreach events.

Identify Vendors
The Consultant will compile a list of potential vendors and utility companies to coordinate/partner with for EV infrastructure installation, including but not limited to Banning Electric Utilities and SCPPA.

Identify Funding Sources
The Consultant will research potential funding resources and provide any available information to assist the City in optimizing this project, including information about statewide or other funding programs to facilitate EV charging.

Task Deliverables: Responsible Party: Consultant
Memo summarizing needs and recommendations
Map and lists of sites for future deployment of charging infrastructure
List of optimal vehicles for ZEV transition
List of ideal sites for charging infrastructure
Draft rollout schedule with illustrations and talking points
List of potential vendors and utility companies to consider for coordination/partnership
List of potential funding and implementation resources

Task 3: Public Outreach

Outreach and Engagement Strategy
The Consultant will develop an outreach strategy to engage the community in the development and review of the project. This strategy will involve a schedule of outreach activities including meetings, pop-up booths, and publications, including a timeline for invitations and announcements via local newspaper advertisement, flyer production, social media and website posts, and use of Banning's text and call notification system. The strategy will also consider methods to maximize community participation per each event and be a working document, taking into account successes and obstacles from each effort to adapt for the next. Materials will be aesthetically pleasing with clear presentation of information in both Spanish and English. Priority will be placed on disseminating printed materials in community hubs near disadvantaged neighborhoods.

Online Content
The City, in coordination with the Consultant, will develop a project webpage, hosted on the Department of Public Works' website, which will include project details such as background, goals, schedule, contact information for the project team, and an option to subscribe for email updates. Opportunities for event attendance will be regularly updated on the webpage, along with new documents available for public viewing and call to action to contact the project team with feedback.

Direct Outreach
Multiple methods of direct outreach will be utilized in order to optimize reach to Banning's residents, especially those in disadvantaged neighborhoods. The City, in coordination with the Consultant, will organize outreach methods in four categories:

- Community Meetings – In coordination with the Project Manager, the Consultant will schedule, prepare, and lead at least three public community meetings. These meetings will be held in multiple locations in order to reach all areas of Banning, with an emphasis on spacious gathering spaces within reasonable active commuting distance from disadvantaged neighborhoods, and with disability accessibility. Meeting times will vary,

with priority given to weekends and evenings to maximize attendance opportunities for working citizens. At least one meeting will host an online attendance option to enable the homebound to participate.
The purpose of these meetings will be to raise awareness of the necessity of ZEV fleet transition and infrastructure construction, and discuss the vision, goals, and benefits of the proposed Plan. Results from the Consultant's inventory will be shared, supported by photographs and visual, user-friendly data, along with the initial draft plan for transition and construction. The Consultant will assist the City in developing visual presentations. All material to be displayed and handed out will be in Spanish and English.
The meetings will help make the public aware not only about how the Plan will affect them, but how they can have an active voice in the development of the Plan, encouraging especially those in disadvantaged communities, families with school children, and the business community to ask questions and provide feedback concerning utility, service, and transit needs, and how electrification and charging station construction can best support them in the future. Attendees will be informed on how they can keep track of project process and how they can continue to contact the project team post-meeting.

- Interactive Flyers – Informational flyers and graphics will be disseminated in both English and Spanish, informing residents about upcoming meetings. Professional designed flyers will convey the necessary information clearly and succinctly, while QR codes will be utilized to direct residents to more online information, surveys, and sign-up sheets.
- Presentations at Existing Events – The Consultant will prepare informational material to be provided via pop-up booths and stands during at least two citywide, community events, such as seasonal festivals. These will serve to support the official meetings and continue to spread awareness about the project's importance, goals, and benefits to residents and the environment.
- Project Survey – This survey will be created by the City for use at events, and will be used to gather feedback from attendees digitally. The survey will also be accessible via email, text notification, and social media and website postings for those who cannot attend.

Task Deliverables – Responsible Party: City of Banning and Consultant
Project webpage on the Department of Public Works' website
Outreach and marketing strategy reports
Advertising materials: Copies of flyers, social media posts, newspaper notices, and bilingual services provided
Meeting agendas and sign-in sheets/attendance data
Meeting presentations (PowerPoints, handouts, etc.)
Photographs of meetings
Survey results
Summary of feedback received per outreach event

Task 4: Advisory Committee Meetings

Recruitment
The City project team will work with the Consultant to identify and recruit stakeholders and partners to serve on an Advisory Committee. Members are most likely to include but not limited to: SCAG, WRCOG, SCPPA, Banning Electric Utility, the Banning Unified School District, and Caltrans. Local neighborhood groups will also be invited, with the goal of ensuring that Banning's DACs and small interest groups are represented. Caltrans District 8 will be invited.

Advisory Committee Meetings
The City of Banning, in coordination with the Consultant, will hold Advisory Committee Meetings to present collected findings throughout the analysis and planning process. These meetings will enable key stakeholders to remain informed on ongoing developments and give them the time to provide relevant feedback and suggestions, and learn about opportunities for involvement in upcoming community engagement activities. The Consultant will also be able to utilize these meetings to collect data from stakeholders concerning existing conditions, barriers and solutions, public input, and feasibility and sustainability feedback.

Task Deliverables – Responsible Party: City of Banning & Consultant
Member roster for the Committee
Compiled meeting agendas, minutes, and sign-in sheets
List of Action Items from each meeting
Comments from presentations

Task 5: Draft and Final Plan

Develop the 80% Complete Draft Plan
The Consultant will develop and finalize the draft Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan, utilizing all collected data, feedback, and recommendations. The following sample "Table of Contents" provides a general overview of possible contents for illustrative purposes, but the final contents are yet to be determined:

1. Introduction
   - 1.1 Background and Purpose of Plan
   - 1.2 Need for the Plan
   - 1.3 Vision and Goals of Plan
2. Public Engagement Strategy
   - 2.1 Summary of Stakeholders and Partners
   - 2.2 Overview of Public Outreach Strategies
   - 2.3 Results from Public Outreach Events
3. Existing Conditions
   - 3.1 Methods Used for Data Collection
   - 3.2 Report on Fleet Conditions
   - 3.3 Report on Infrastructure Site Conditions
   - 3.4 Report Current Energy Demand and Limitations
4. Needs Assessment
   - 4.1 Methods Used for Data Collection
   - 4.2 Review of Vehicles to be Transitioned to ZEV
   - 4.3 Review of Sites to be Upgraded with Charging Infrastructure
   - 4.4 Projected Costs of Transition and Construction
   - 4.5 Cost and Finance Management Plan
5. Recommendations
   - 5.1 Conceptual/Preliminary Plan
   - 5.2 Next Steps
   - 5.3 Identified Vendors for ZEV purchasing and infrastructure installation
6. Potential Funding Sources
   - 6.1 Additional Funding
   - 6.2 Statewide Programs
   - 6.3 Other Resources
7. Phased Rollout Plan

Draft Plan Presentation
The Consultant will present the draft Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan to the Committee for feedback. Stakeholders will then be able to make additional recommendations regarding the plan of action and feasibility outcomes, as well as have a chance to ensure that the represented interests of their organizations or groups have been fairly taken into account. All feedback will be compiled and incorporated into the Plan, where applicable. The draft will be reviewed by City staff, the Advisory Committee, and provided to Caltrans for review.

Final Plan Presentation
Once all feedback has been appropriately incorporated into the Plan, the Consultant will present the final draft to the Committee to provide stakeholders one last chance to review contents and provide feedback. The Final Report shall be in an ADA-accessible document. Comments given will be incorporated into the final draft accordingly, if applicable, and the document will be sent to the City Council for review and approval.

Task Deliverables – Responsible Party: City of Banning & Consultant
Draft Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan
Compiled list of feedback from review sessions
Finalized Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan
Submission of Plan to Caltrans per specifications

Task 6: Board Review/Approval

The Consultant will incorporate feedback received from City staff and the Advisory Committee and will develop the final Plan for review and input from City staff and the Advisory Committee before being sent to the City Council for review and approval. An overview of the Plan pieces, conclusions, and recommendations will be presented by the Consultant in coordination with the Project Manager, and any questions from the City Council will be answered. The finalized document will be sent to Caltrans. The approved Plan will also be made available on the project's webpage for community access. The Project Manager will provide the final report to Caltrans according to the instructions in the grant agreement as to number and type of copies.
Following Plan approval, the City will hold a project kick-off meeting amongst stakeholders to discuss associated action items. In coordination with regulatory bodies and stakeholders, the City will begin implementing supportive policies and regulations to promote adoption of ZEVs. Leading by example, the City of Banning will establish a robust monitoring and evaluation framework to track the progress and impact of the Action Plan as it unfolds. The effort will involve collecting data on vehicle purchases, charging infrastructure utilization, emission reductions, and other relevant metrics to ensure that the Plan is effectively implemented and achieving its stated goals.

By implementing these next steps, the City will accelerate the transition to ZEVs and contribute to cleaner, more sustainable, and resilient transportation and utility services systems for the Banning community.

Task Deliverables
City Council Agenda, minutes, and sign-in sheet
Presentation Materials
Next Steps Report

Attachment F
CALTRANS SUSTAINABLE TRANSPORTATION PLANNING GRANT
COST & SCHEDULE

Cost and Schedule Checklist

The Cost and Schedule is the official budget and timeline for the project. Tasks 1-6 outlined in the Cost and Schedule are for illustrative purposes only. **The Cost and Schedule must be consistent with the Grant Application Cover Sheet. Applications with missing components will be at a competitive disadvantage.**

Cost and Schedule Checklist	
(✓)	**Ensure these items are completed prior to submitting to Caltrans**
X	Use the Fiscal Year 2024-25 template provided (do not alter the template)
X	List all tasks with the same title as stated in the Scope of Work
X	Include task numbers in proper sequencing, consistent with the Scope of Work
X	Exclude sub-task numbers and sub-headings
X	Exclude tasks for project management and/or staff/consultant coordination; these activities should be spread among relevant tasks
X	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant amount requested, and only the grantee and recipient(s) can charge against this Task. This Task must only include the following activities and deliverables: • Project kick-off meeting between the grantee and Caltrans at the start of the grant • Invoicing and quarterly reporting to Caltrans • DBE Reporting (federal grants only)
X	Include Task 02 for procurement of consultants, if consultants are needed. This task is for the grantee and sub-recipient(s) only.
X	Complete all budget columns as appropriate: Total Cost, Grant Amount, Local Cash Match, and if applicable, Local In-Kind Match
X	Ensure the correct minimum local match amount, calculated as a percentage of the total project cost (grant plus local match), is provided
X	Use the Local Match Calculator to ensure the total Local Match amount meets the minimum required Local Match for the specified Grant Category
X	Include a grant amount for each Task (excluding Tasks 01 and 02)
X	Identify if a Tapered Local Match approach will be used, which allows grantees to vary the required local match ratio over the life of the grant contract. Grantee agrees to satisfy the total local match amount by the contract expiration date.
X	Identify the estimated indirect cost rate if indirect costs will be reimbursed. If FY 2023-24 indirect cost rates are not available, the rate will be an estimate based on the currently approved rate.
X	Include a best estimate of the amount of time needed to complete each task
	State a realistic total cost for each task based on the work that will be completed
X	Use only whole dollars in the financial information fields. No rounding up or down and no cents.
X	Start the timeframe at the beginning of the grant period (November 2024)
X	Extend the timeframe to the end of the grant period (June 2027)

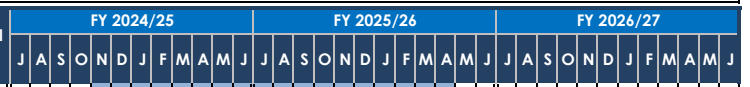
California Department of Transportation

Sustainable Transportation Planning Grant Program

COST AND SCHEDULE

Grant Category	Sustainable Communities Competetive Technical
Grant Fiscal Year	FY 2024-25
Project Title	Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan
Organization (Legal name)	City of Banning
Disclaimers	Agency commits to the Cost and Schedule below. Any changes will need to be approved by Caltrans prior to initiating any Cost and Schedule change or amendment. Use only whole dollars in the financial information fields. No rounding up or down and no cents. Use the Local Match Calculator to ensure that grant and local match amounts are correct: Local Match Calculator (posted on-line)
Reimbursements/ Invoicing	Does your agency plan to request reimburesement for indirect costs? ☐ Yes ☑ No If yes, what is the estimated indirect cost rate? _____ Does your agency plan to use the Tapered Match approach for invoicing purposes? ☐ Yes ☑ No

Task #	Task Title	Grant Amount*	Estimated Local Cash Match*	Estimated Local In-Kind Match*	Estimated Total Project Cost*
01	Project Administration (no more than 5% of total grant funds)	$3,098	$402	$0	$3,500
02	Consultant Procurement	$6,197	$803	$0	$7,000
1	Existing Conditions	$52,232	$6,768	$0	$59,000
2	Analysis	$139,877	$18,123	$0	$158,000
3	Public Outreach	$31,870	$4,130	$0	$36,000
4	Advisory Committee Meetings	$25,673	$3,327	$0	$29,000
5	Draft and Final Plan	$49,576	$6,424	$0	$56,000
6	Board Review/Approval	$1,327	$173	$0	$1,500
	Totals	**$309,850**	**$40,150**	**$0**	**$350,000**



CALTRANS SUSTAINABLE TRANSPORTATION PLANNING GRANT THIRD PARTY VALUATION

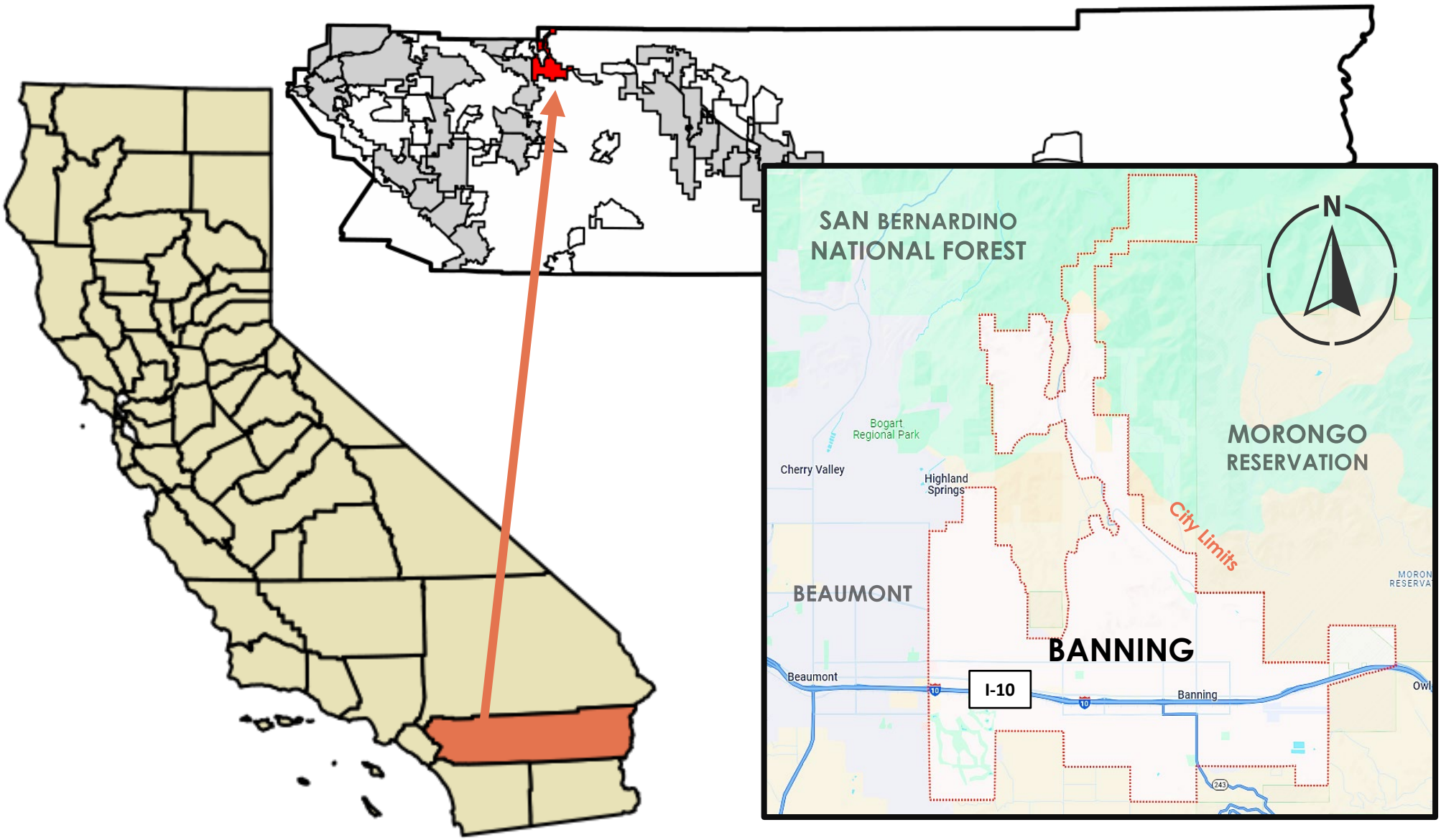
NOT APPLICABLE

Attachment G

CALTRANS SUSTAINABLE TRANSPORTATION PLANNING GRANT MAPS

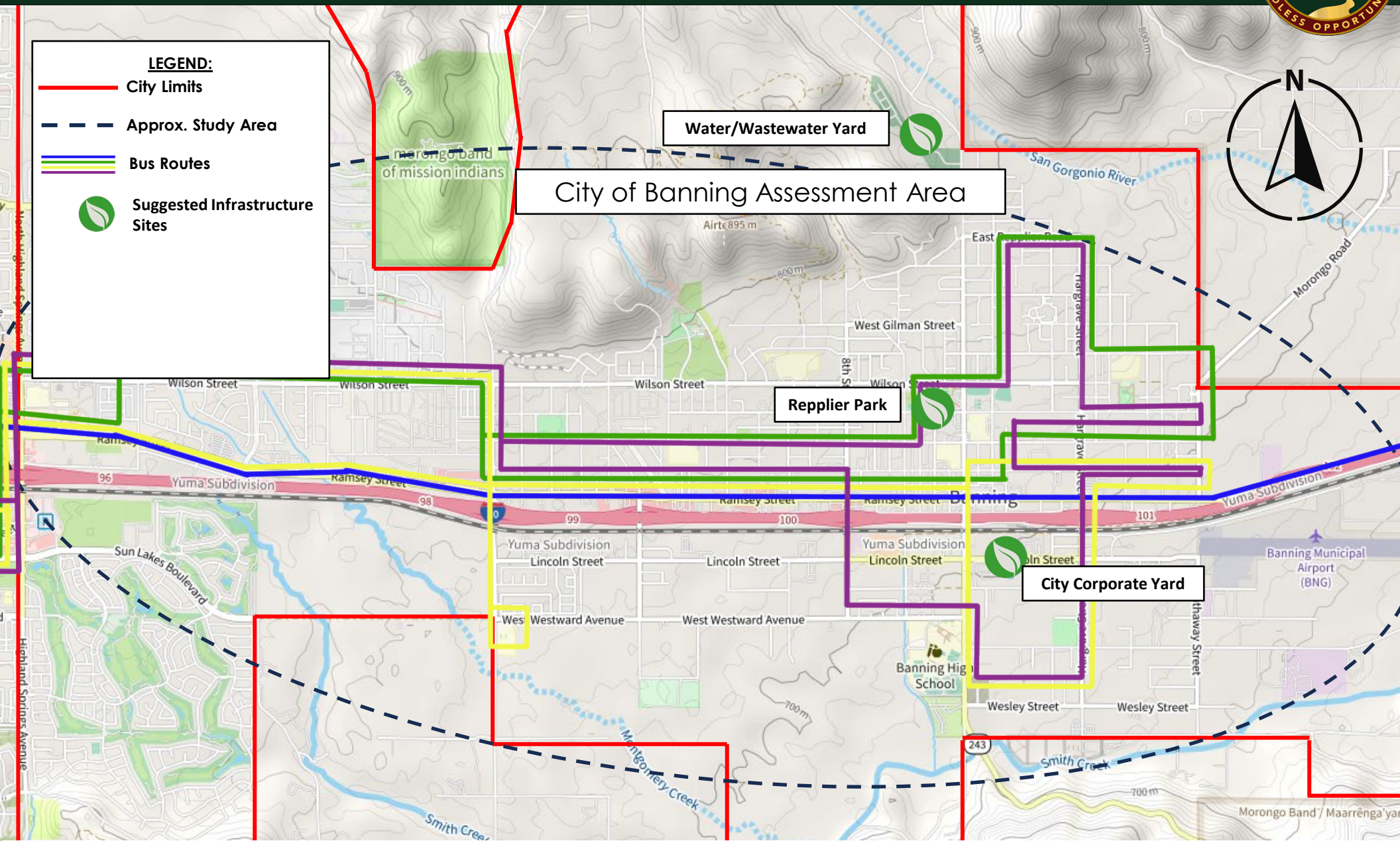
Exhibit 1 – City of Banning
Project Location

FINAL



Project Location: The City of Banning is located in southern California, in northwestern Riverside County, approximately 84 miles east of Los Angeles. Banning borders the City of Beaumont to the east and the San Bernardino National Forest and Morongo Tribal Reservation land to the north, and has a total area of approximately 23.1 square miles.

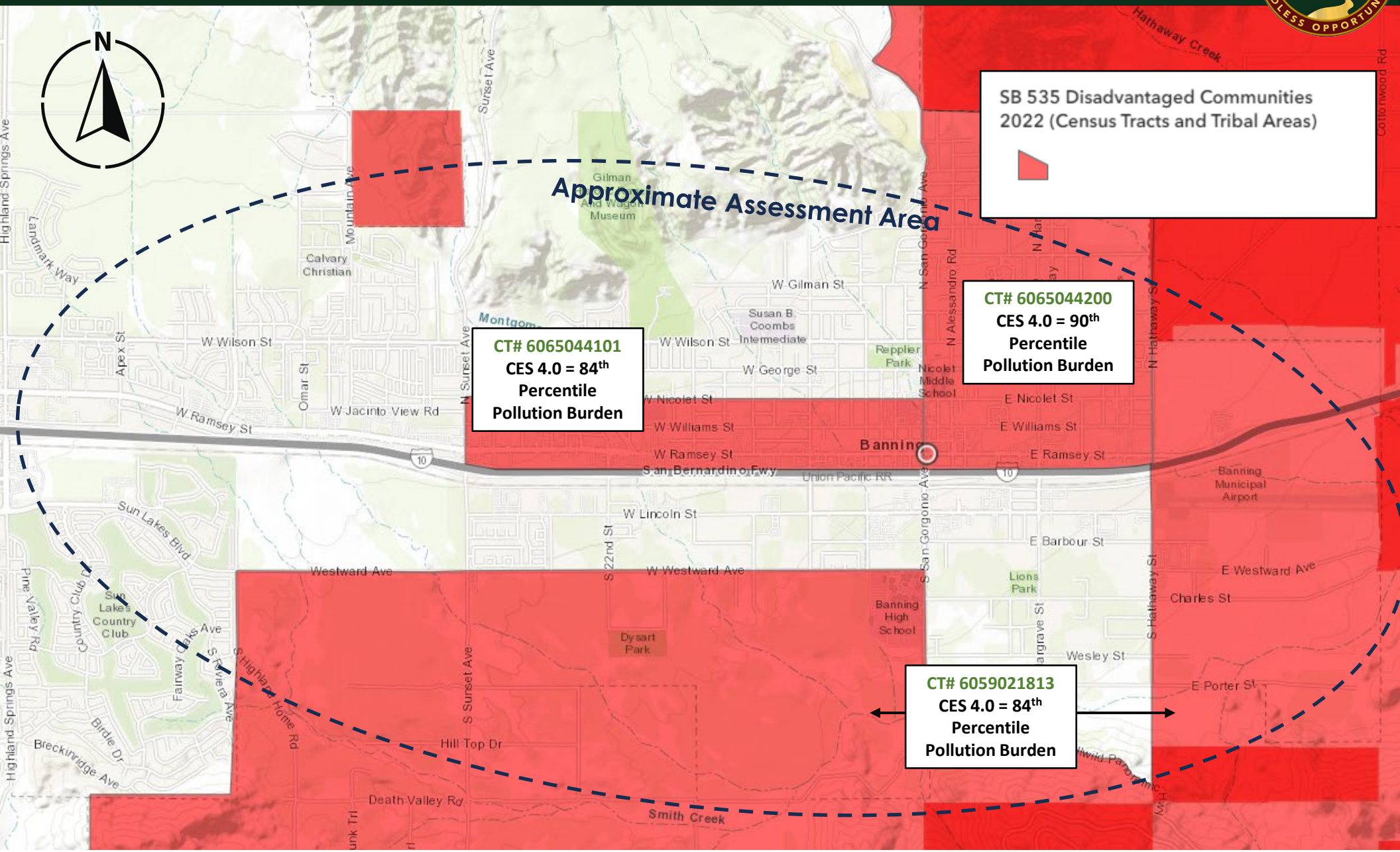
FINAL



Assessment Area:
The proposed Zero-Emissions Vehicle Fleet and Infrastructure Action Plan will take place within Banning's city limits.

Exhibit 3 – City of Banning
California EPA SB 535 Disadvantaged Communities

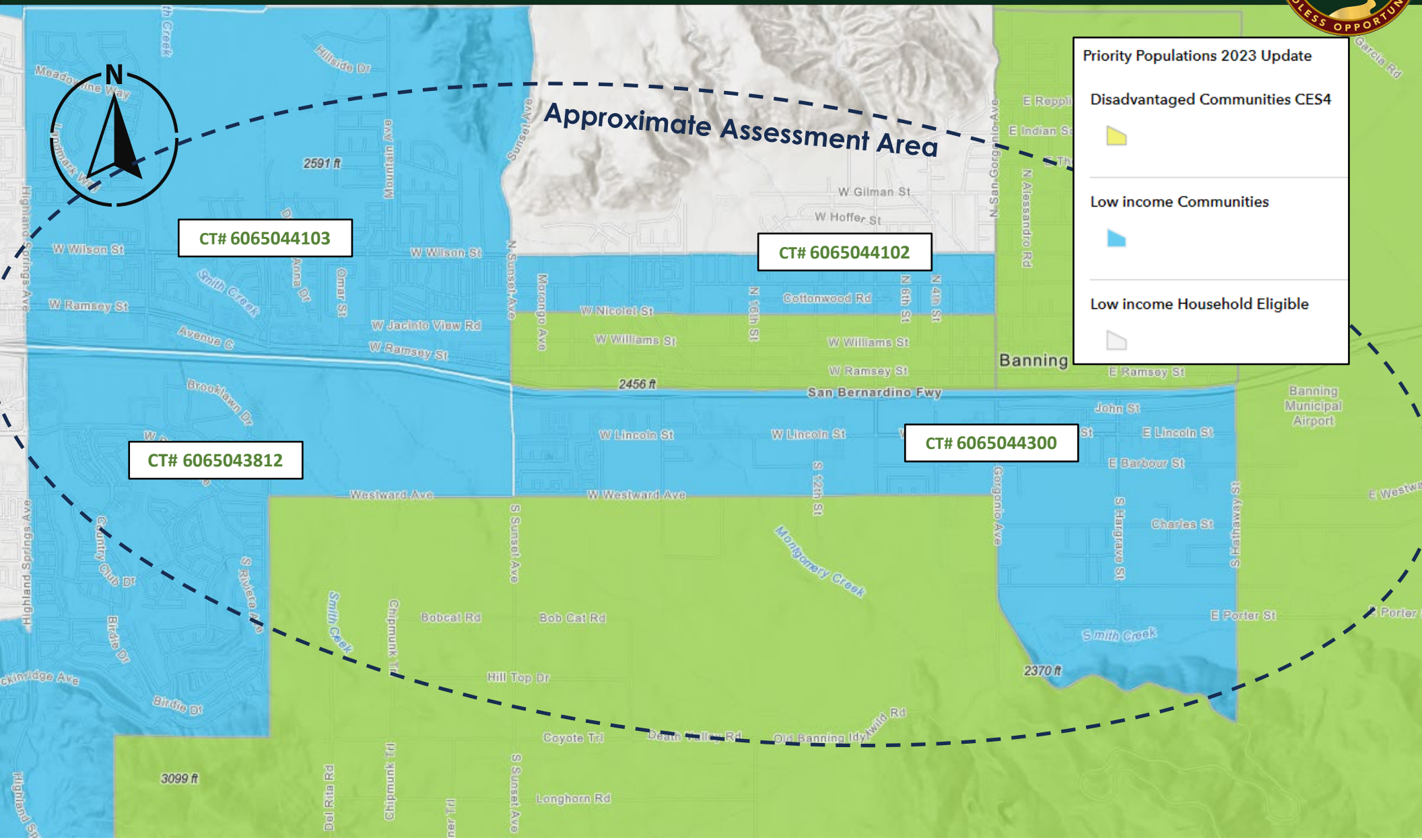
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CalEPA's SB 535 Disadvantaged Communities mapping tool indicates that multiple census tracts within the assessment area are disadvantaged based upon pollution burden data. Census Tracts 6065044200, 6065044101, and 6059021813 have CalEnviroScreen 4.0 (CES 4.0) Pollution Burden percentile scores in the 84th and 90th percentiles, respectively, which is above the top 25th percentile threshold for a disadvantaged community.

Exhibit 4 – City of Banning
California Climate Investments Priority Populations - Low Income Communities

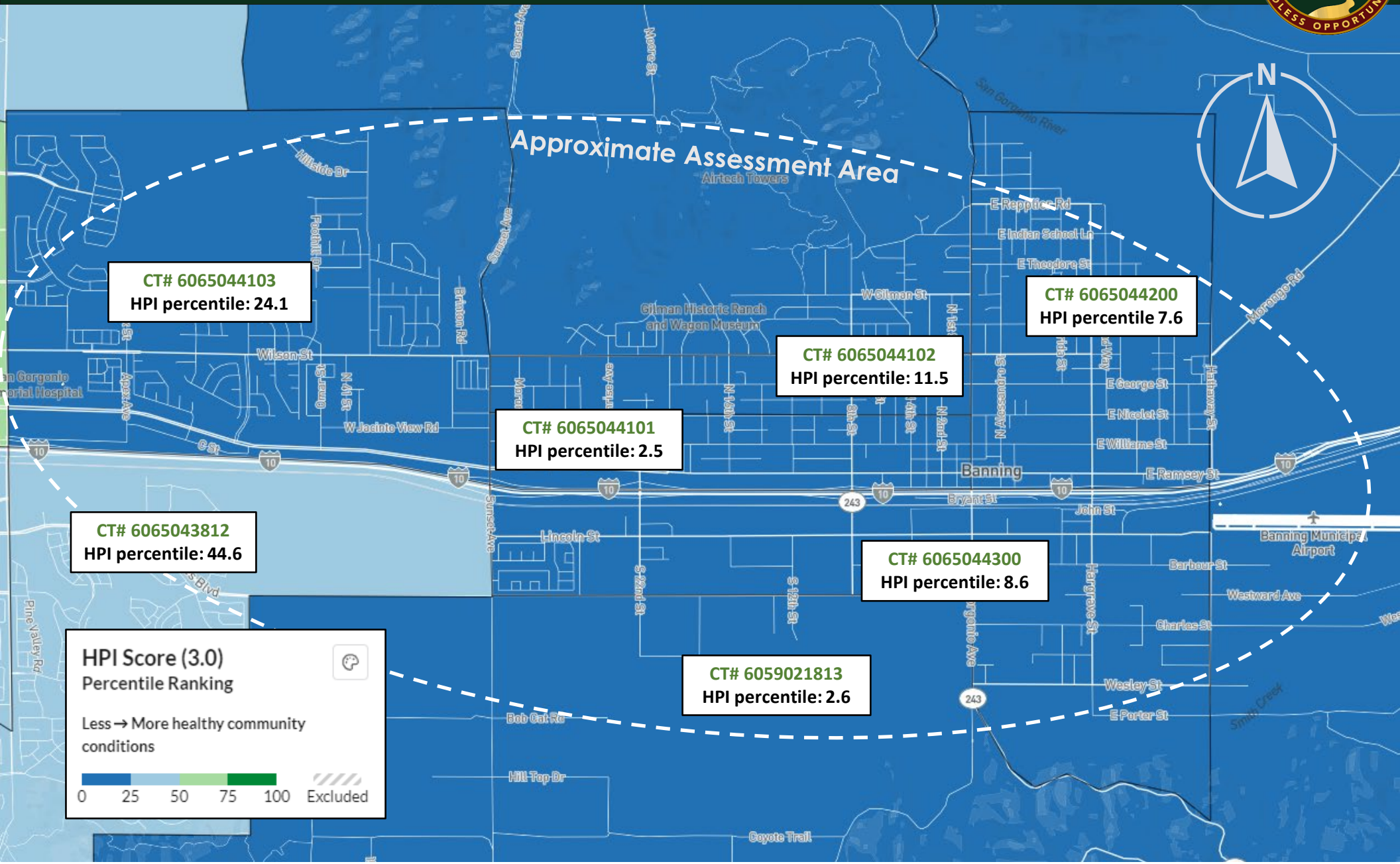
FINAL



The California Climate Investments Priority Populations 2023 Tool shows disadvantaged and low-income communities as defined for California Climate Investments. According to this tool, four census tracts within the assessment area are identified as low-income communities (see above), whose threshold is census tracts that are either at or below 80% of the statewide median household income.

Exhibit 5 – City of Banning
California Healthy Places Index Map

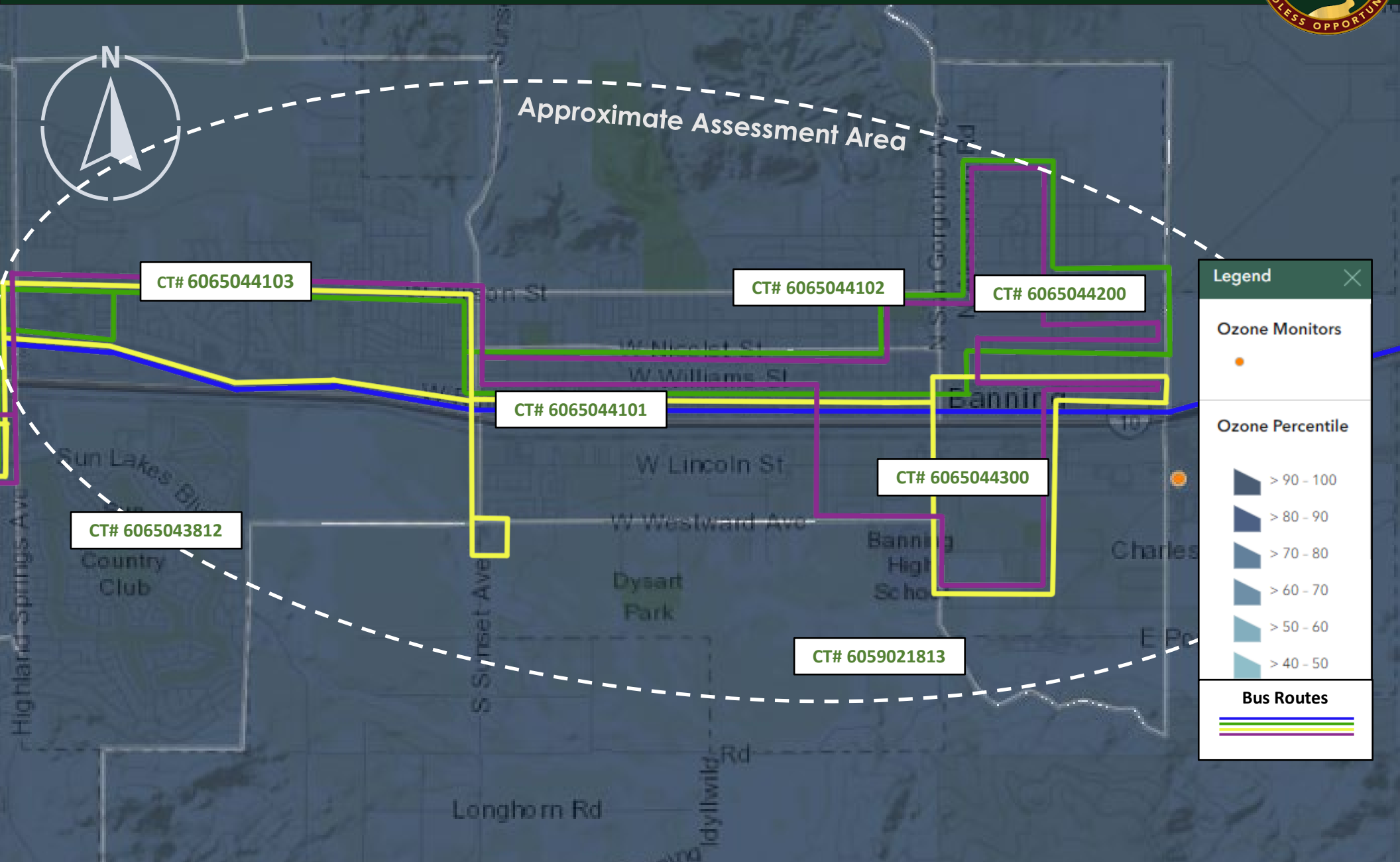
FINAL



The City of Banning ranks at 11.6% on the California Healthy Places Index, with individual census tracts ranking as low as the 2.5th percentile (CT# 6065044101). These scores come from a combination of Banning's economic conditions, which ranks as low as 2.3% in CT# 6065044300, educational achievement (1.6% in CT# 6065044101), and transportation availability (3.8% in CT# 6065044101), a[1] some areas, limited health care access and housing, and less than optimal environmental cleanliness.

Exhibit 6 – City of Banning
CalEnviroscreen 4.0 Ozone Concentration

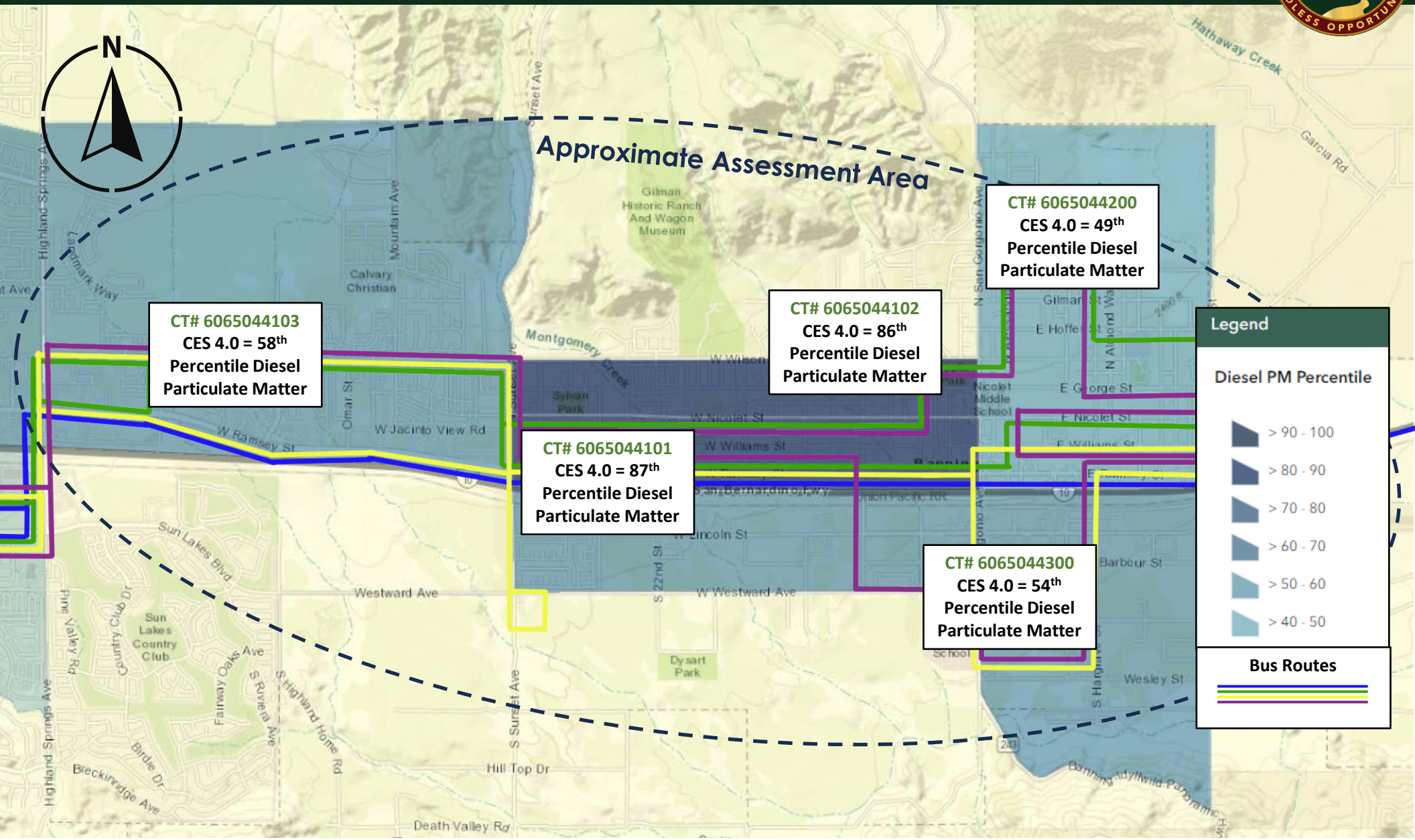
FINAL



The City of Banning is subjected to high concentrations of ozone, an environmentally harmful air pollutant, a known cause of lung and throat irritation, and exacerbator of chronic illness. Children, elderly, and those who work outside are especially sensitive to its negative effects. All census tracts within the city limits reside between the 97th-98th percentiles. As vehicles with combustion engin area a contributor to ozone levels, transition to ZEVs will help lower ozone pollutants.

Exhibit 7 – City of Banning
CalEnvrioScreen 4.0 Diesel Particulate Matter Concentration

FINAL



Two of Banning's census tracts located directly north of Interstate 10 – Census Tract 6065044102 and 6065044101 – have some of the highest concentrations of diesel particulate matter (Diesel PM) in the state. According to CES 4.0 data, these two census tracts are within the 86th and 87th percentiles. Created by exhaust from diesel-burning vehicles, long-term exposure to Diesel PM can have lasting health consequences, including damaging irritation to the lungs, eyes, and nose, and is a known cause of heart and lung disease, and lung cancer.









Banning's combined utilities and city services medium to heavy-duty equipment consists of 65 vehicles. The oldest vehicle in the fleet is a 1990 Ford with many others as old as the 1990s and early 2000s. Many fleet vehicles are showing signs of wear and tear and will need to be replaced within the next few years. Per new regulations, at least 50% of these new purchases must be ZEVs.









The Banning Connect transit fleet consists of fifteen vehicles, servicing both their fixed-routes and other on demand services including Dial-A-Ride and relief services. In the Zero Emissions Bus Rollout plan, Banning estimated that their combined transit services would serve approximately 65,898 passengers in the 2022/2023 fiscal year.

The City's fixed-route system utilizes five ElDorado EZRM-32 model buses and one ElDorado-Ford F550 Super Duty, with two having exceeded the average expected useful life of 250,000 miles and a third close to this average.

The proposed Action Plan will take into consideration the expected remaining years of use for each vehicle, along with fuel and maintenance costs, to determine the best route forward for the City in gradual electrification.



Repplier Park Parking Lot

City Corporate Yard Shop



Full fleet transition will not be possible without the development of ZEV charging infrastructure in optimal locations around the City. Banning's proposed Action Plan will include a survey and assessment of at least three key sites, possibly to include the parking lots of Repplier Park, near the center of the City, the City Corporate Yard in Banning's east, and the Water and Wastewater Yard in the City's southeast.

Repplier Park (upper left), located next to the Parks and Recreation Department complex, would provide charging access to the fleet from a strategic center point, easily in reach of many of Banning's schools, disadvantaged communities, and department hubs. The City Yard (upper right) offers an ideal location, keeping charging infrastructure close to vehicle storing and maintenance locations, as well as the City's existing Compressed Natural Gas (CNG) unit. Infrastructure development at the Water and Wastewater Yard (lower right) would additionally provide centralized charging access to Banning's 20 Water and Wastewater Department vehicles.

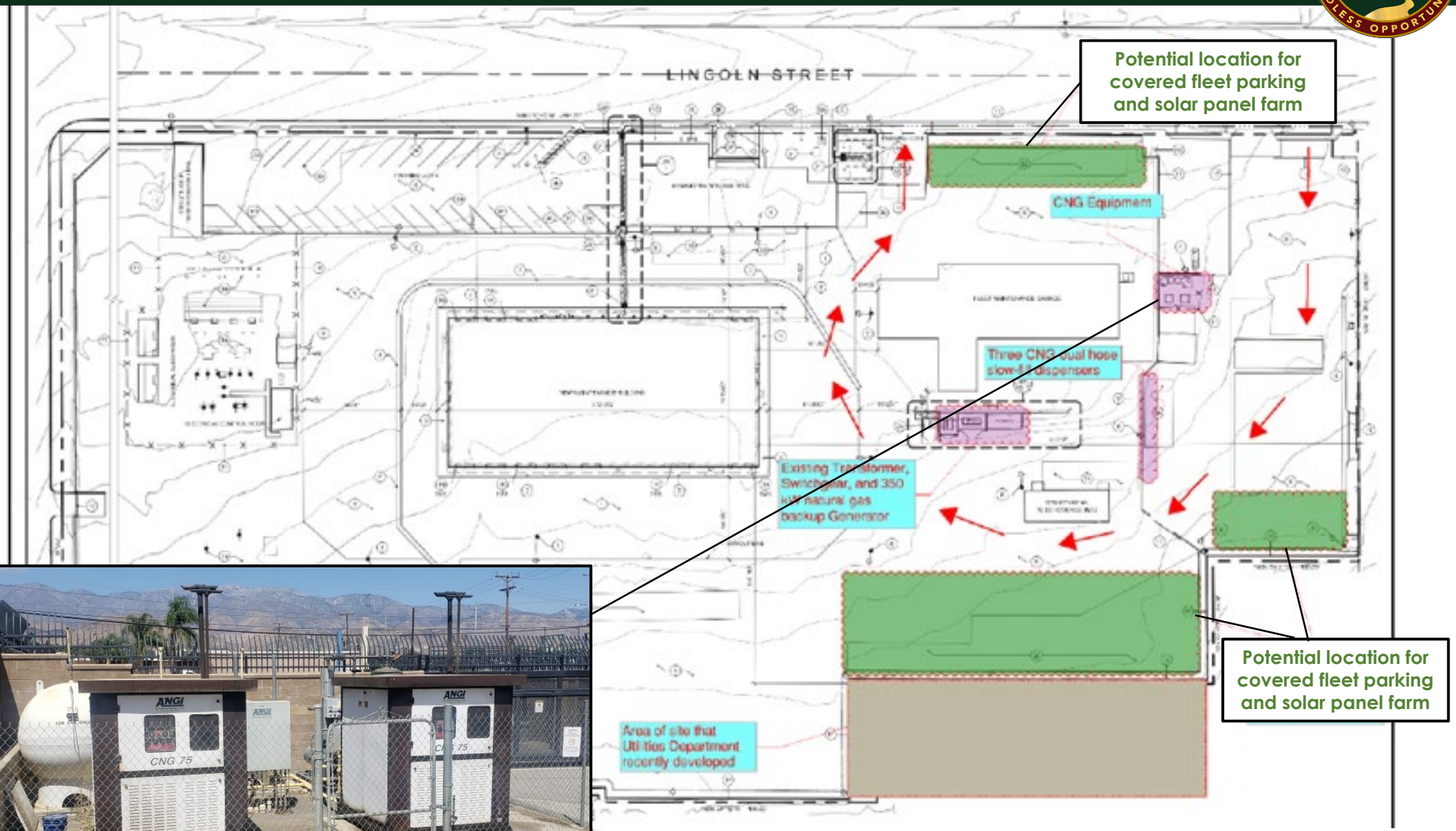
Water and Wastewater Yard Parking Lot



FINAL



Existing CNG Equipment



The City is prepared for development of the Action Plan, with carefully considered options and data to present to the hired Consultant regarding assessment locations and existing conditions. The map pictured above details equipment and usable spaces of interest in the City Corporate Yard, including existing CNG equipment and available space for vehicle parking and reusable energy generation/storage.

Attachment H

CALTRANS SUSTAINABLE TRANSPORTATION PLANNING GRANT LETTERS OF SUPPORT

DocuSign Envelope ID: 6B3059CB-C73E-43C7-B07A-479A4A322C30

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
(626) 793-9364

January 8, 2024

Mr. Doug Schulze
City Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

SUBJECT: Letter of Support for City of Banning's Sustainable Transportation Planning Grant Program Application

Dear Mr. Schulze:

The Southern California Public Power Authority (SCPPA) is pleased to offer its support for the City of Banning's grant application to the Sustainable Transportation Planning Grant program. If funded, this project will support the development of a comprehensive Fleet Electrification and EV Charging Infrastructure Strategy, a critical planning step in the City's efforts to implement zero-emission vehicles for its public utilities.

As a major supplier of power in California serving over five million people, including the City of Banning, SCPPA is aware that widescale EV charging will dramatically alter cities' use of the power grid, resulting in added strain. Successful implementation of EVs in public utilities will require careful consideration of the ideal locations for new infrastructure and best practices for establishing charging patterns which will not burden the community's energy needs. Thoughtful and comprehensive planning in partnership with stakeholders will be an important part of developing a successful charging infrastructure strategy.

Additionally, the study will evaluate the City's capability of supporting fleet electrification, identify key locations for charging and storage infrastructure, and consequently improve Banning's air quality by reducing greenhouse gas emissions

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Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
(626) 793-9364

generated by City utilities, while maintaining safe and efficient service functionality to residents.

On behalf of SCPPA, I am pleased to offer our support for this important project and wish you success in your effort to secure funding.

Sincerely,

DocuSigned by:
Michael S. Webster
B6AA32131A0046E...

Michael Webster
Executive Director

DocuSign Envelope ID: A73E83EC-AA97-4EBF-A469-54AD50A6D2F4

January 8, 2024

Mr. Doug Schulze
City Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Subject: **Support for City's Caltrans Sustainable Transportation Planning Grant Program Application**

Dear Mr. Schulze:

The Western Riverside Council of Governments (COG) is pleased to support the City of Banning's pursuit of grant funding to develop a comprehensive Fleet Electrification and EV Charging Infrastructure Strategy application to the Caltrans Sustainable Transportation Planning Grant program. Funding for the proposed project will benefit not only the City of Banning, but the region as a whole, leading by example and paving the way towards meeting California's goal that one-hundred percent of medium and heavy-duty vehicles be zero emissions by 2045.

A professionally-developed and community-backed Electrification and Infrastructure Strategy will help Banning meet this goal by outlining the planning phase and infrastructure needed to transition the City's fleet to one-hundred percent EV. We understand that the City's proposed strategy will include active community engagement, both providing education to residents concerning the benefits of zero-emission vehicles and gathering feedback about the needs and planning interests of disadvantaged communities. The project's end result will be a plan which will ultimately reduce greenhouse gas emissions and improve the City's air quality while continuing to provide residents with critical utilities and services.

The Western Riverside COG is a key stakeholder in all transportation and economic improvements within the county, dedicated to supporting proactive efforts on the part of city leaders towards a sustainable future. We will be pleased to participate in the planning process when it is launched and ask that you keep WRCOG informed in regards to the City's grant application and outcome. WRCOG fully supports the City's efforts to develop this Strategy. Should you have any questions regarding this letter of support, please do not hesitate to contact me at (951) 405-6701 or at kwilson@wrcog.us. Thank you for your consideration.

Sincerely,

DocuSigned by:
559AA08D610442A...
Kurt Wilson
Executive Director

INNOVATING FOR A BETTER TOMORROW

SOUTHERN CALIFORNIA
ASSOCIATION OF GOVERNMENTS
900 Wilshire Blvd., Ste. 1700
Los Angeles, CA 90017
T: (213) 236-1800
www.scag.ca.gov

REGIONAL COUNCIL OFFICERS

President
Art Brown, Buena Park

First Vice President
Curt Hagman, County of San Bernardino

Second Vice President
Cindy Allen, Long Beach

Immediate Past President
Jan C. Harnik, Riverside County Transportation Commission

COMMITTEE CHAIRS

Executive/Administration
Art Brown, Buena Park

Community, Economic & Human Development
Frank Yokoyama, Cerritos

Energy & Environment
Deborah Robertson, Rialto

Transportation
Tim Sandoval, Pomona

January 11, 2024

Mr. Doug Schulze
City Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RE: SCAG Support for the City of Banning's Caltrans Sustainable Transportation Planning Grant Program Application – Fleet Electrification and EV Charging Infrastructure Strategy

Dear Mr. Schulze:

On behalf of the Southern California Association of Governments (SCAG), I am pleased to submit this letter of support for the City of Banning's application to the Caltrans Sustainable Transportation Planning Grant's Sustainable Communities Program for their Fleet Electrification and EV Charging Infrastructure Strategy ("Strategy").

If funded, the City of Banning's Strategy will evaluate the City's infrastructure needs in preparation for fleet electrification as part of the state-mandated plan to reduce greenhouse gas emissions. The Strategy will assess and evaluate EV infrastructure needs, locations, potential obstacles, and their potential solutions. To do this, the City of Banning will facilitate a community engagement process to gather valuable input from disadvantaged residents. With this feedback, the City will produce a comprehensive strategy to modernize and electrify the City's Fleet, improve air quality and decrease pollution, and continue to provide timely and necessary services to residents.

The City of Banning's Project prioritizes initiatives that will build resilient communities adaptable to climate change. Solutions like the Strategy will empower citizens today and the generations to come, which complements the vision of our Connect SoCal, 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) goals. Specifically, we appreciate the City of Banning's commitment to fostering "innovative regional solutions that improve the lives of Southern Californians through inclusive collaboration, visionary planning, regional advocacy, information sharing, and promoting best practices."

As a project consistent with the policies and goals set forth in Connect SoCal, we support and respectfully request full and fair consideration of their grant application. If you have any questions, please do not hesitate to contact Mr. Philip Law, Manager of Mobility Planning & Goods Movement, at (213) 236-1841 or via email at Law@scag.ca.gov.

Sincerely,



Kome Ajise
Executive Director

CAPITOL OFFICE
1021 O STREET
SUITE 7220
SACRAMENTO, CA 95814
(916) 651-4023

DISTRICT OFFICE
1758 ORANGE TREE LANE
SUITE B
REDLANDS, CA 92374
(909) 335-0271

SENATOR.OCHOABOGH@SENATE.CA.GOV

WWW.SENATE.CA.GOV/OCHOABOGH

California State Senate

SENATOR
ROSILICIE OCHOA BOGH
TWENTY-THIRD SENATE DISTRICT

FINAL

COMMITTEES
BUDGET
EDUCATION
VICE CHAIR
GOVERNMENTAL ORGANIZATION
HOUSING
VICE CHAIR
HUMAN SERVICES
VICE CHAIR
PUBLIC SAFETY
VICE CHAIR
RULES

January 12, 2024

Mr. Doug Schulze
City Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RE: City of Banning - EV Charging Infrastructure Strategy

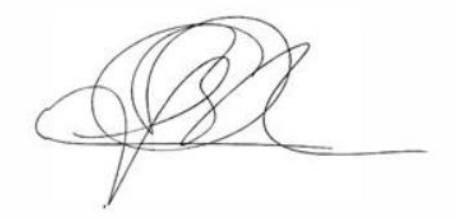
Dear Mr. Schulze:

I write in support of the City of Banning's application for funding from the California Department of Transportation Sustainable Transportation Planning Program to develop a Fleet Electrification and EV Charging Infrastructure Strategy. This funding will assist the City's efforts to meet California's mandate to electrify medium and heavy-duty public utility vehicles by 2045, reduce GHG emissions, and improve the quality of life for its residents.

Socio-economic challenges and severe health risks, including high asthma and cardiovascular disease rates, impact disadvantaged residents in the City of Banning. Fleet electrification will result in the reduction of air pollution/greenhouse gas emissions. The proposed planning project is necessary to assess current challenges, evaluate future needs, and implement fleet electrification that will directly benefit these vulnerable groups.

I fully support the efforts of the City of Banning in seeking funding for this critical infrastructure project. If you have any questions, please do not hesitate to contact my District Office at (909) 335-0271.

Sincerely,



ROSILICIE OCHOA BOGH
Senator, 23rd District

County of Riverside

DISTRICT OFFICE:
14375 NASON ST. SUITE 207
MORENO VALLEY, CA 92555
(951) 955-1050 FAX (951) 486-5808
JAIME HURTADO, CHIEF OF STAFF

RIVERSIDE OFFICE
4080 LEMON ST. 5TH FLOOR
RIVERSIDE, CA 92501
E- MAIL: DISTRICT5@RIVCO.ORG
WWW.RIVCODISTRICT5.ORG

SUPERVISOR YXSTIAN GUTIERREZ
FIFTH DISTRICT

January 12th, 2024

Mr. Doug Schulze
City Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Subject: Support Letter for City of Banning - Caltrans Sustainable Transportation Planning Grant Application

Dear Mr. Schulze:

As County Supervisor for the Fifth District, which includes the City of Banning, I fully support the City's application to the Caltrans Sustainable Transportation Planning Grant Program. The City's plan to develop a Fleet Electrification and EV Charging Infrastructure Strategy is an important project and I am pleased to see proactive measures being taken to secure the necessary funding for such an endeavor.

Careful consideration and planning for implementation of EV infrastructure is a critical issue as our cities work to meet the state's zero-emissions goal. The City of Banning's proposed Infrastructure Strategy will help Banning meet the 2045 zero-emission medium and heavy-duty vehicles milestone. Banning encompasses some of the District's most disadvantaged neighborhoods; residents face challenges including poverty, unemployment and adverse health effects exacerbated by high ozone and diesel particulate matter concentrations. A successful implementation strategy for fleet electrification will advance this community towards a significant reduction in air pollution/greenhouse gas emissions.

Infrastructure improvements such as these have the power to make meaningful impacts for the most vulnerable in our communities and I am pleased to offer my support for the City's application for funding for this essential project.

Sincerely,

Yxstian Gutierrez,
County Supervisor

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer** **Art Vela, Director of Public Works**
MEETING DATE:	**October 8, 2024**
SUBJECT:	**Consideration of Resolution 2024-161, Authorizing the City Manager to Execute a Grant Agreement with the Riverside County Transportation Commission for $5,000,000 in Contribution to the Hargrave Grade Separation Project**

RECOMMENDATION:

Adopt Resolution 2024-161.

BACKGROUND:

The City of Banning has identified in the Capital Improvement Program that a grade separation is necessary at Hargrave Avenue and the Union Pacific Railroad. This railroad crossing is often subject to significant delay when the railroad is occupied with passing or stalled trains. The construction of a grade separation will reduce delay for residents and allow for greater economic development on the east end of the City.

To move the project forward, the City applied for and was awarded a $2,800,000 grant from the Federal Railroad Administration Railroad Crossing Elimination grant program, funded by the Infrastructure Improvement and Jobs Act of 2017. The City has entered into a grant agreement with the FRA to administer this funding for the planning and design of the grade separation.

Subsequent to this funding award, the Riverside County Transportation Commission has offered to the City an addition $5,000,000 in grant funding through the SB125 Transit and Intercity Rail Capital Program for the grade separation planning and design work phase. The grant agreement is included as an attachment to this staff report. With this additional contribution, the grant funding available for the planning and design work totals $7,800,000.

The Public Works Department estimates that the planning and design work will take 3 to 4 years to complete, and include coordination and approvals from various entities including the Union Pacific Railroad, Federal Railroad Administration, Federal Highways Administration, Caltrans, California Public Utilities Commission, private utility holders, among others. The estimate budget for the project is $8,300,000, with the difference being made up from local Development Impact Fee funds.

The City has released an RFP for the planning and design work through the City online bid portal, and expects to bring back to council future actions in the award to a consultant for the planning and design in December, 2024 or January, 2025.

JUSTIFICATION:

The City Council has approved a Capital Improvement Program that includes the Hargrave Grade Separation project. This additional funding allows for the project to continue through the planning and design phase without anticipated funding gaps that existed prior to the award of this grant.

FISCAL IMPACT:

In additional to the previous $2,800,000 grant from the Federal Railroad Administration, the environmental review and design phase of the project will have a total of $7,800,000 of grant funding available. This funding will allow the environmental review and design phase to move forward with less City Impact Fees required.

ALTERNATIVES:

Do not authorize the grant agreement and direct staff on alternative direction

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2024-161, SB125 Hargrave Grade Separation.docx
2. Exhibit A - RCTC-Banning SB125 Agreement.pdf

RESOLUTION 2024-161

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR THE FUNDING OF SB 125 TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM FUNDING FOR GRADE SEPARATION PLANNING AND DESIGN WORK FOR $5,000,000 FOR THE PLANNING AND DESIGN OF THE HARGRAVE GRADE SEPARATION PROJECT

WHEREAS, the Hargrave Grade Separation Project exists on the City's Capital Improvement Program; and

WHEREAS, the Hargrave Grade Separation Project exists within the Western Regional Council of Governments (WRCOG) Transportation Uniform Mitigation Fee (TUMF) network map for the Pass Zone; and

WHEREAS, the Riverside County Transportation Commission (RCTC) selected the project as an eligible project under the SB 125 Transit and Intercity Rail Capital Program to receive direct contribution from RCTC in the amount of $5,000,000; and

WHEREAS, the grant from RCTC is in addition to the previously awarded grant from the Federal Railroad Administration through the Rail Crossing Elimination grant program in the amount of $2,800,000.

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

SECTION 1. The City Council approves the Agreement for the funding of SB 125 Transit and Intercity Rail Capital Program with the Riverside County Transportation Commission for the Hargrave Grade Separation Planning and Design Project in an amount of $5,000,000.

SECTION 2. The City Council authorizes the City Manager or their designee to execute the grant agreement with the Riverside County Transportation Commission 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 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 8th day of October 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 2024-161, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 8th day of October 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A

Agreement For the Funding Of Sb 125
Transit And Intercity Rail Capital Program Funding For Grade
Separation Planning and Design Work With The City Of Banning

Agreement No. XX-XX-XXX-00

AGREEMENT FOR THE FUNDING OF SB 125 TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM FUNDING FOR GRADE SEPARATION PLANNING AND DESIGN WORK WITH THE CITY OF BANNING

1. Parties and Date.

1.1 This Agreement is made and entered into this ___ day of _____, 2024, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") and CITY OF BANNING ("City"). RCTC and City are sometimes collectively referred to herein as the "Parties".

2. Recitals.

2.1 RCTC is a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.

2.2 Transit and Intercity Rail Capital Program (TIRCP) was created by the state as a competitive program in 2014 to provide grants from the Greenhouse Gas Reduction Fund (GGRF) via cap-and-trade proceeds to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. In July 2023 AB 102 and SB 125 amended the Budget Act of 2023 to appropriate about $4 billion of state general funds to the TIRCP over the next two years.

2.3 SB 125 Formula-Based TIRCP establishes funding for transit operations and capital improvements, and grade separations and rail crossing improvements to be funded by the TIRCP.

2.4 RCTC intends, by this Agreement, to distribute TIRCP funding ("TIRCP Funds"), subject to the conditions provided herein, and to participate in the joint development of the Project, as defined herein.

2.5 The Parties acknowledge that certain state requirements apply to the TIRCP Funds, and City shall be obligated to comply with all TIRCP funding requirements as set forth in Exhibit "D" ("TIRCP Funding Requirements").

3. Terms.

3.1 Description of Work. This Agreement is intended to distribute TIRCP Funds to the City for the PA&ED – Project Approvals & Environmental Document and PS&E – Plans, Specifications and Estimates phases of the Hargrave Avenue/UPRR Grade Separation Project ("the Work"). The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit "A" attached hereto and, pursuant to Section 3.15 below, is subject to modification as requested by the City and approved by RCTC. It is understood and agreed that the City shall expend

TIRCP Funds only as set forth in this Agreement and only for the Work. To this end, any use of funds provided pursuant to this Agreement shall be subject to the review and approval of RCTC.

3.2 RCTC Funding Amount. RCTC hereby agrees to distribute to the City, on the terms and conditions set forth herein, a sum not to exceed Five Million Dollars ($5,000,000), to be used exclusively for reimbursing the City for eligible Work expenses as described herein ("Funding Amount"). The City acknowledges and agrees that the Funding Amount may be less than the actual cost of the Work, and that RCTC shall not contribute TIRCP Funds in excess of the maximum authorized in this section.

3.2.1 Eligible Work Costs. The total Work costs ("Total Work Cost") may include the following items, provided that such items are included in the scope of work attached as Exhibit "A": (1) City and/or consultant costs associated with direct Work coordination and support; (2) funds expended for preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Work; and (4) costs incurred in the preparation of plans, specification, and estimates by City or consultants.

3.2.2 Ineligible Work Costs. The Total Work Cost shall not include the following items which shall be borne solely by the City without reimbursement: (1) City administrative costs; (2) City costs attributed to the preparation of invoices, billings and payments; (3) any City fees attributed to the processing of the Work; (4) expenses for items of work not included within the scope of work in Exhibit "A"; (5) any costs that are not in compliance with the TIRCP Funding Requirements.

3.3 City's Funding Obligation to Complete the Work. In the event that the TIRCP Funds allocated to the Work represent less than the total cost of the Work, the City shall provide such additional funds as may be required to complete the Work as described in Exhibit "A".

3.3.1 City's Obligation to Repay TIRCP Funds to RCTC. In the event that: (i) the City, for any reason, determines not to proceed with or complete the Work; or (ii) the Work is not timely completed, subject to any extension of time granted by RCTC pursuant to Section 3.15; the City agrees that any TIRCP Funds that were distributed to the City for the Work shall be repaid in full to RCTC. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. Notwithstanding the foregoing, if funding under this Agreement is provided for project approval and environmental documentation (PA&ED) and the City determines to not complete the Work based on findings made in the PA&ED, the City shall not be required to repay that portion of the TIRCP Funds that were distributed to the City for the PA&ED Work.

3.3.2 City's Local Match Contribution. There is no local match requirement for this award.

3.4 Work Responsibilities of the City. The City shall be responsible for the following aspects of the Work, in compliance with state and federal law provided that such items are included in the Project scope of work attached as Exhibit "A": PA&ED, and project specifications and engineer's estimate (PS&E).

3.5 Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until: (i) the date RCTC formally accepts the Work as complete, pursuant to Section 3.1; (ii) termination of this Agreement pursuant to Section 3.9; or (iii) the City has fully satisfied its obligations under this Agreement, "including full repayment of TIRCP Funds to RCTC as provided herein". All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.6 Representatives of the Parties. RCTC's Executive Director, or his or her designee, shall serve as RCTC's representative and shall have the authority to act on behalf of RCTC for all purposes under this Agreement. The City hereby designates Art Vela, Director of Public Works, or his or her designee, as the City's representative to RCTC. The City's representative shall have the authority to act on behalf of the City for all purposes under this Agreement and shall coordinate all activities of the Work under the City's responsibility. The City shall work closely and cooperate fully with RCTC's representative and any other agencies which may have jurisdiction over or an interest in the Work.

3.7 Expenditure of Funds by City Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the City from expending funds on the Work prior to the execution of the Agreement, or from being reimbursed by RCTC for such expenditures. However, the City understands and acknowledges that any expenditure of funds on the Work prior to the execution of the Agreement is made at the City's sole risk, and that some expenditures by the City may not be eligible for reimbursement under this Agreement.

3.8 Review of Services. The City shall allow RCTC's Representative to inspect or review the progress of the Work at any reasonable time in order to determine whether the terms of this Agreement are being met.

3.9 Termination. This Agreement may be terminated for cause or convenience as further specified below.

3.9.1 Termination for Convenience.

3.9.1.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, for convenience by giving thirty (30) days' written notice to the other party of such termination and specifying the effective date thereof.

3.9.1.2 Effect of Termination for Convenience. In the event that the City terminates this Agreement for convenience, the City shall, within 180 days, repay to RCTC in full all TIRCP Funds provided to the City under this Agreement. In the event that RCTC terminates this Agreement for convenience, RCTC shall, within 90 days, distribute to the City TIRCP Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This Agreement shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 3.9.1.2.

3.9.2 Termination for Cause.

3.9.2.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30-day period to cure any alleged breach. During the 30-day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

3.9.2.2 Effect of Termination for Cause. In the event that the City terminates this Agreement in response to RCTC's uncured material breach hereof, RCTC shall, within 90 days, distribute to the City TIRCP Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination. In the event that RCTC terminates this Agreement in response to the City's uncured material breach hereof, the City shall, within 180 days, repay to RCTC in full all TIRCP Funds provided to the City under this Agreement. Notwithstanding termination of this Agreement by RCTC pursuant to this Section 3.9.2.2, RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This Agreement shall terminate upon receipt by the terminating party of the amounts due it under this Section 3.9.2.2.

3.9.3 Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

3.10 Prevailing Wages. The City and any other person or entity hired to perform services on the Work are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The City shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Work. The City shall defend, indemnify, and hold harmless RCTC, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

3.11 Progress Reports. RCTC may request the City to provide RCTC with progress reports concerning the status of the Work.

3.12 Indemnification.

3.12.1 City Responsibilities. In addition to the indemnification required under Section 3.10, the City agrees to indemnify and hold harmless RCTC, the State of California, their officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to any act of the City or its subcontractors whatsoever, regardless of fault, including negligent acts, errors or omissions or willful misconduct, except that caused by the sole negligence of RCTC. The City will reimburse RCTC for any expenditures, including

reasonable attorneys' fees, incurred by RCTC, in defending against claims ultimately determined to be due to any act of the City or its subcontractors whatsoever, regardless of fault, including negligent acts, errors or omissions or willful misconduct, except that caused by the sole negligence of RCTC.

3.12.2 Effect of Acceptance. The City shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Work. RCTC's review, acceptance or funding of any services performed by the City or any other person or entity under this agreement shall not be construed to operate as a waiver of any rights RCTC may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the City shall be and remain liable to RCTC, in accordance with applicable law, for all damages to RCTC caused by the City's performance of this Agreement or supervision of any services provided to complete the Work.

3.13 Insurance. The City shall require, at a minimum, all persons or entities hired to perform the Work to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the City and RCTC. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Work, whichever occurs last.

3.13.1 Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than $2,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Work or be no less than two times the occurrence limit. Such insurance shall:

3.13.1.1 Name RCTC and City, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Work and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

3.13.1.2 Be primary with respect to any insurance or self insurance programs covering RCTC and City, and/or their respective officials, officers, employees, agents, and consultants; and

3.13.1.3 Contain standard separation of insured provisions.

3.13.2 Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than $1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

3.13.3 Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than $1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

3.13.4 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than $1,000,000.00 each accident.

3.14 Procedures for Distribution of TIRCP Funds to City.

3.14.1 Initial Payment by the City. The City shall be responsible for initial payment of all the Work costs as they are incurred. Following payment of such Work costs, the City shall submit invoices to RCTC requesting reimbursement of eligible Work costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the City, and documents evidencing the City's payment of the invoices or demands for payment. The City shall submit invoices not more often than monthly and not less often than quarterly.

3.14.2 Review and Reimbursement by RCTC. Upon receipt of an invoice from the City, RCTC may request additional documentation or explanation of the Work costs for which reimbursement is sought. Undisputed amounts shall be paid by RCTC to the City within thirty (30) days. In the event that RCTC disputes the eligibility of the City for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the City may appeal RCTC's decision as to the eligibility of one or more invoices to RCTC's Executive Director. The City may appeal the decision of the Executive Director to the full RCTC Board, the decision of which shall be final. Additional details concerning the procedure for the City's submittal of invoices to RCTC and RCTC's consideration and payment of submitted invoices are set forth in Exhibit "C", attached hereto.

3.14.3 Funding Amount/Adjustment. If a post Work audit or review indicates that RCTC has provided reimbursement to the City in an amount in excess of the maximum TIRCP Funds provided for in section 3.2 of this Agreement, or has provided reimbursement of ineligible Work costs including, but not limited to, any costs not in compliance with TIRCP Funding Requirements, the City shall reimburse RCTC for the excess or ineligible payments within 30 days of notification by RCTC.

3.15 Work Amendments. Changes to the characteristics of the Work, including the deadline for Work completion, and any responsibilities of the City or RCTC may be requested in writing by the City and are subject to the approval of RCTC's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Work shall be approved in the sole discretion of RCTC's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Work without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 et seq.), but the necessity of compliance with CEQA and NEPA shall not justify, excuse, or permit a delay in completion of the Work.

3.16 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the City or RCTC, during the term of his or her service with the City or RCTC, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.17 Limited Scope of Duties. RCTC's and the City's duties and obligations under this Agreement are limited to those described herein. RCTC has no obligation with respect to the safety

of any Work performed at a job site. In addition, RCTC shall not be liable for any action of City or its contractors relating to the condemnation of property undertaken by City or construction related to the Work.

3.18 Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Work under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees and the State Auditor any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees and the State Auditor such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least three (3) years following termination of this Agreement, and they shall have access to such information during the three-year period for the purposes of examination or audit.

3.19 Equal Opportunity Employment. The Parties represent that they are equal opportunity employers, and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.20 Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

3.21 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

3.22 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.23 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.24 Notification. All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CITY OF BANNING
99 E. Ramsey St
Banning, CA 92220
ATTN: City Manager

RCTC
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Mailing address: P.O. Box 12008
Riverside, CA 92501
ATTN: Executive Director

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

3.25 Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services. Notwithstanding the foregoing, in the case of any conflict between the Funding Requirements set forth in Exhibit "D" and the terms of this Agreement, the Funding Requirements shall govern.

3.26 Contract Amendment. In the event that the Parties determine that the provisions of this Agreement should be altered, the Parties may execute a contract amendment to add any provision to this Agreement or delete or amend any provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

3.27 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any previous agreements or understandings.

3.28 No Waiver. Failure of RCTC to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.29 Validity of Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

3.30 Independent Contractors. Any person or entities retained by the City or any contractor shall be retained on an independent contractor basis and shall not be employees of RCTC. Any personnel performing services on the Work shall at all times be under the exclusive direction and control of the City or contractor, whichever is applicable. The City or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Work and as required by law. The City or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

3.31 Incorporation of Recitals and Exhibits. The recitals set forth above are true and correct and are incorporated into this Agreement by reference as if fully set forth herein. Exhibits "A" through "D" attached to this Agreement are incorporated herein by reference.

3.32 Survival. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this Agreement shall survive any such expiration or termination.

3.33 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.34 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.35 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[SIGNATURES ON FOLLOWING PAGE.]

SIGNATURE PAGE
TO
AGREEMENT FOR THE FUNDING OF SB 125
TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM FUNDING FOR GRADE SEPARATION PLANNING AND DESIGN WORK

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Aaron Hake, Executive Director

APPROVED AS TO FORM:

By: _____
Best, Best & Krieger
Counsel to the Riverside County Transportation Commission

CITY OF BANNING

By: _____
Doug Schulze, City Manager

ATTEST:

By: _____
Marie Calderon, City Clerk

APPROVED AS TO FORM:

By: _____
Serita Young, City Attorney

EXHIBIT "A"

SCOPE OF WORK,
FUNDING AND TIMETABLE

SCOPE OF WORK: Preliminary Engineering, Environmental Documentation, and Plans, Specifications, and Estimates to construct a grade separation of Hargrave Ave and the Union Pacific Rail Road in the City of Banning. Project is located on Hargrave Ave from Lincoln Street to Ramsey Street, and includes lowering of Ramsey Street under the existing railroad, construction of a railroad overcrossing, freeway ramp modifications for both eastbound and westbound ramps, and roadway widening of Hargrave Street from Lincoln Street to the eastbound freeway ramps from 2-lanes to 4-lanes.

FUNDING:

PHASE	TIRCP Fund	FEDERAL (RCE GRANT)	LOCAL	TOTAL
Preliminary Engineering (PAED & PSE)	$5,000,000	$2,800,000	$500,000	$8,300,000
TOTAL	$5,000,000	$2,800,000	$500,000	$8,300,000

TIMETABLE: Provide at a minimum the beginning and ending dates for each phase of work including major milestones within a phase.

PHASE	START DATE	END DATE	COMMENTS
PAED	10/2024	7/2029	300 Working Days
NEPA Completion	6/2026	6/2029	300 Working Days
PSE	8/2027	8/2029	250 Working Days

EXHIBIT "B"

PROJECT LOCATION MAP

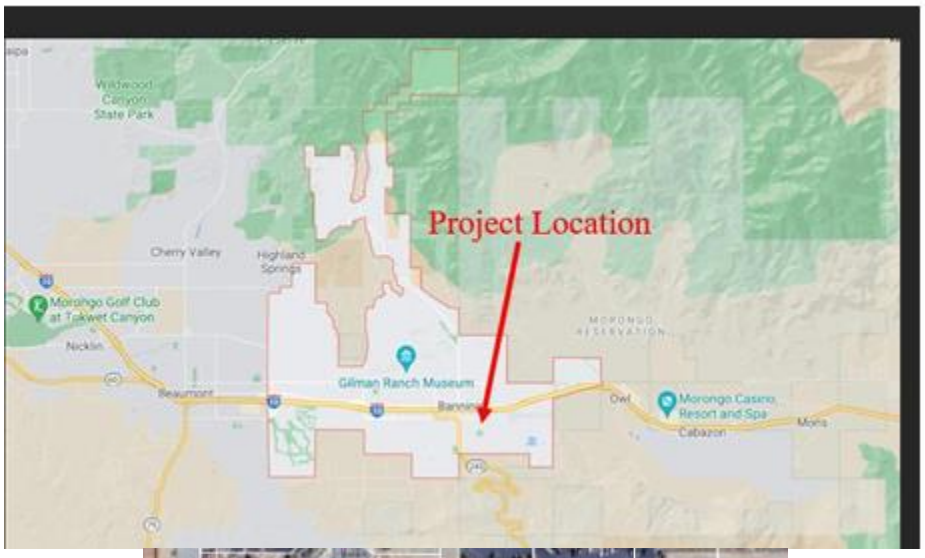




EXHIBIT "C"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. RCTC recommends that the City incorporate Exhibit "C-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the City and ultimately to RCTC for reimbursement of City contractor costs.

2. Each month the City shall submit an invoice for eligible Work costs incurred during the preceding month. The original invoice shall be submitted to RCTC's Executive Director with a copy to RCTC's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "C-2".

3. Each invoice shall include documentation from each contractor used by the City for the Work, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or consultant for the month and for the entire Work to date. A sample progress report is attached as Exhibits "C-4". All documentation from the City's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "C-3".

4. If the City is seeking reimbursement for direct expenses incurred by City staff for eligible Work costs, the City shall detail the same level of information for its labor and any expenses in the same level of detail as required of contractors pursuant to Exhibit "C" and its attachments.

5. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.

6. Each invoice shall include a certification signed by the City Representative or his or her designee which reads as follows:

   "I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the consultants or contractors listed.

   Signed _____

   Title _____

   Date _____

   Invoice No. _____

7. RCTC will pay the City within 30 days after receipt by the Commission of an invoice. If RCTC disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

8. The final payment under this Agreement will be made only after: (i) the City has obtained a Release and Certificate of Final Payment from each contractor or consultant used on the Work; (ii) the City has executed a Release and Certificate of Final Payment; and (iii) the City has provided copies of each such Release to RCTC.

EXHIBIT "C-1"

ELEMENTS OF COMPENSATION

For the satisfactory performance and completion of the Work under this Agreement, City will pay the Consultant compensation as set forth herein. The total compensation for this service shall not exceed (_____INSERT WRITTEN DOLLAR AMOUNT___) ($___INSERT NUMERICAL DOLLAR AMOUNT___) without written approval of City's City Engineer ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

Compensation for the Work will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Consultant's personnel directly engaged in performance of the Work under the Agreement. (The range of hourly rates paid to the Consultant's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal ratio of Allowable Overhead Costs to the Consultant Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 A Fixed Fee of _____ shall be paid to Consultant for Consultant's complete and satisfactory performance of this Agreement and all Services required. The Fixed Fee shall be paid in monthly installments based upon the percentage of the Services completed at the end of each billing period, as determined in the sole discretion of the City. Consultant shall not be entitled to and shall forfeit any portion of the Fixed Fee not earned as provided herein.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

ITEM	REIMBURSEMENT RATE
	[___insert charges___]
Per Diem	$ /day
Car mileage	$ /mile
Travel	$ /trip
Computer Charges	$ /hour
Photocopies	$ /copy
Blueline	$ /sheet
LD Telephone	$ /call
Fax	$ /sheet
Photographs	$ /sheet

Travel by air and travel in excess of 100 miles from the Consultant's office nearest to City's office must have City's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Consultant's adjustments to individual compensation. The Consultant shall notify City in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION	RANGE OF HOURLY RATES
[___sample___]	
Principal	$ .00 - $ .00/hour
Project Manager	$ .00 - $ .00/hour
Sr. Engineer/Planner	$ .00 - $ .00/hour
Project Engineer/Planner	$ .00 - $ .00/hour
Assoc. Engineer/Planner	$ .00 - $ .00/hour
Technician	$ .00 - $ .00/hour
Drafter/CADD Operator	$ .00 - $ .00/hour
Word Processor	$ .00 - $ .00/hour

2.3 The above rates are for the Consultant only. All rates for subconsultants to the Consultant will be in accordance with the Consultant's cost proposal.

3. INVOICING.

3.1 Each month the Consultant shall submit an invoice for Work performed during the preceding month. The original invoice shall be submitted to City's City Engineer with two (2) copies to City's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by City's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Work, shall be listed separately. The charges for each individual assigned by the Consultant under this Agreement shall be listed separately on an attachment to the invoice.

3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to City such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.

3.6 Each invoice shall indicate payments to DBE subconsultants or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Consultant's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____

Title _____

Date _____

Invoice No. _____

4. PAYMENT

4.1 City shall pay the Consultant within four to six weeks after receipt by City of an original invoice. Should City contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

The final payment for Work under this Agreement will be made only after the Consultant has executed a Release and Certificate of Final Payment.

EXHIBIT "C-2"

SAMPLE COVER LETTER TO RCTC

Date

Mr. Aaron Hake
Executive Director
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the City of _____'s invoice for professional and technical services that was rendered by our contractors in connection with the _____ Agreement No. _____ effective (Month/Day/Year). The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Authorized Agreement Amount:	$0,000,000.00
Total Invoiced to Date:	$0,000,000.00
Total Previously Invoiced:	$0,000,000.00
Balance Remaining:	$0,000,000.00
Amount due this Invoice:	**$0,000,000.00**
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT "C-3"

SAMPLE LETTER FROM CONTRACTOR TO CITY/COUNTY

Month/Date/Year

_____
_____
_____
Attn: Accounts Payable Invoice #_____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective Month/Date/Year.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Base Contract Amount:	$000,000.00
Authorized Extra Work (if Applicable)	$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	$000,000.00
Total Invoice to Date:	$000,000.00
Total Previously Billed:	$000,000.00
Balance Remaining:	$000,000.00
Amount Due this Invoice:	$000,000.00
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

EXHIBIT "C-4"

SAMPLE PROGRESS REPORT

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

TIRCP FUNDING REQUIREMENTS

As used herein, the term "Recipient" shall refer to the City.

Section 1. Third Party Contracting

1. Recipient shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this Agreement without the prior written approval of State. Contracts awarded by Recipient, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds.

2. Procurement of architectural and engineering services shall be in accordance with the requirements set forth in the Chapter 10 of the Caltrans Local Assistance Procedures Manual applicable to state funded agreements.

3. Any subcontract entered into by Recipient as a result of this Agreement shall contain the Provisions of Section 2. Audits and Reports and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors

3. In addition to the above, the preaward requirements of third party contractor/consultants with local transit agencies should be consistent with Caltrans Local Program Procedures (LPP-00-05).

Section 2. Audits and Reports

A. *Cost Principles*

1. Recipient agrees to comply with Title 2 Code of Federal Regulations 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree to follow 2 CFR 200 and it shall be used to determine the allowability of individual Project cost items. Every sub-recipient receiving Project funds as a contractor or sub-contractor under this Agreement shall comply with 2 CFR 200.

3. Any Project costs for which Recipient has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 200, are subject to repayment by Recipient to Commission.

4. The Commission may terminate this Agreement for any reason at any time if it is determined by the Commission or the State, based on an audit under this section, that there has been a violation of any State or federal law or policy by the Recipient during performance under this Agreement. If

the Agreement is terminated under this section, the Recipient may be required to fully or partially repay funds.

B. *Record Retention*

1. Recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Recipient, its contractors and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years from the date of final payment to Recipient under this Agreement and shall be held open to inspection, copying, and audit by representatives of the Commission, State, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by Recipient, its contractors, and subcontractors upon receipt of any request made by State or its agents. In conducting an audit of the costs and match credits claimed under this Agreement. The Commission and State will rely to the maximum extent possible on any prior audit of Recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by Recipient's external and internal auditors may be relied upon and used by Commission or State when planning and conducting additional audits.

2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of Recipient's contracts with third parties pursuant to Government Code section 8546.7, Recipient, Recipient's contractors and subcontractors and Commission shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such Agreement materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to Recipient under this Agreement. The Commission, the State, the California State Auditor, or any duly authorized representative of State or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the Project for audits, examinations, excerpts, and transactions, and Recipient shall furnish copies thereof if requested.

3. Recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the Commission, the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by State, for the purpose of any investigation to ascertain compliance with this Agreement and the Act.

C. *Reporting Requirements*

1. Subject to the discretion of Commission, Recipient agrees to provide on a quarterly basis, Project Progress Reports that include the following information, as applicable:

a. Activities and progress made towards implementation of the project;

b. Identification of whether the Project is proceeding on schedule and within budget;

c. Identification of changes to the Project funding plan;

d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties for either the Project or other State funded projects impacted by the Projects scope of work;

e. Identify metrics and benefits achieved for disadvantaged communities, low income communities, and/or low income households;

f. Reporting requirements per California Air Resource Board Cap and Trade Auction Proceeds Funding Guidelines for Agencies that Administer California Climate Investments which may include, continued reporting following project implementation to identify benefits achieved.

2. Reporting requirements of Recipient will include whether reported implementation activities are within the scope of the Project and in compliance with State laws, regulations, and administrative requirements.

3. Within one year of the Project or reportable Project components becoming operable, the implementing agency must provide a final delivery report including at a minimum:

a. Scope of completed Project as compared to programmed Project;

b. Performance outcomes derived from the project as compared to outcomes described in the Project application and shall include but not be limited to before and after measurements and estimates for ridership, service levels, greenhouse gas reductions, updated estimated greenhouse gas reductions over the life of the project, benefits to disadvantaged communities, low income communities, and/or low income households, and project co-benefits as well as an explanation of the methodology used to quantify the benefits.

Section 3. Special Requirements

Non-Discrimination Clause

1. In the performance of work under this Agreement, Recipient, its contractor(s) and all subcontractors, shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, family and medical care leave, pregnancy leave, and disability leave. Recipient, its contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and. Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of Recipient's contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

2. Each of the Recipient's contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. The Recipient shall include the nondiscrimination and compliance provisions hereof in all contracts and subcontracts to perform work under this Agreement.

3. Recipient shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

4. The Recipient shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR 21 (Nondiscrimination in Federally-Assisted Programs of The Department Of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) and 23 CFR Part 200 (Title VI Program and Related Statutes—Implementation and Review Procedures) are made applicable to this Agreement by this reference. Wherever the term "Contractor" appears therein, it shall mean the Recipient.

5. The Recipient shall permit, and shall require that its contractors, subcontractors, and subrecipients will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by Department to investigate compliance with this Section J.

M. Disabled Veterans Program Requirements

1. Should Military and Veterans Code sections 999 et seq. be applicable to Recipient, Recipient will meet, or make good faith efforts to meet, the 3% Disabled Veterans Business Enterprises goals (or Recipient's applicable higher goals) in the award of every contract for Project work to be performed under these this Agreement.

2. Recipient shall have the sole duty and authority under this Agreement to determine whether these referenced code sections are applicable to Recipient and, if so, whether good faith efforts asserted by those contractors of Recipient were sufficient as outlined in Military and Veterans Code sections 999 et seq.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**October 8, 2024**
SUBJECT:	**Consideration of Resolution 2024-162, Approving Payment Processing Fee Changes for Utility Billing as of November 1, 2024**

RECOMMENDATION:

Adopt Resolution 2024-162.

BACKGROUND:

The City is implementing Milsoft Customer Information System (CIS) for Utility Billing on November 1, 2024. As a part of that implementation, there are changes in biller pricing and service fees for payment processing. Currently all payment fees are paid by the City, which reduces Utility revenues by approximately $175,000 dollars per year. Under the new payment processing agreement, Customers will be charged a flat fee of $1.95 for any automated clearing house (ACH) or electronic funds transfer (EFT) payments. Autopayments via ACH or EFT will not be charged a per transaction fee. All credit card payments will be charged 3.00% of the transaction amount with a minimum fee of $2.95 per transaction. No changes to chargeback fees for non-sufficient funds (NSF) transactions.

JUSTIFICATION:

Industry standards are changing and many governments have adopted this transaction processing fee structure. The processing fees are charged directly by the payment processor, so the City will maintain compliance with Government Code provisions pertaining to payment processing.

FISCAL IMPACT:

The City stands to benefit utility operating revenues by approximately $175,000 dollars per year.

ALTERNATIVES:

Do not adopt Resolution 2024-162 and provide alternative direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2024-162, Milsoft Implementation.docx

RESOLUTION 2024-162

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING PAYMENT PROCESSING FEE CHANGES FOR UTILITY BILLING AS OF NOVEMBER 1, 2024

WHEREAS, under California State Government Code Section 6159(h), a court, city and county, or any other public agency may impose a fee for the use of a credit or debit card or electronic funds transfer; and

WHEREAS, the City is implementing Milsoft Customer Information System (CIS) for Utility Billing on November 1, 2024, and as a part of that implementation, there are changes in biller pricing and service fees for payment processing through Invoice Cloud; and

WHEREAS, currently all payment fees are paid by the City, which reduces Utility revenues by approximately $175,000 dollars per year; and

WHEREAS, Industry standards are changing and many governments have adopted this transaction processing fee structure; and

WHEREAS, the proposed processing fees are charged directly by the payment processor, so the City will maintain compliance with Government Code provisions pertaining to payment processing; and

WHEREAS, adopting the transaction processing fee structure will not exceed the City's actual cost for providing the processing services; and

WHEREAS, the City has determined it is no longer feasible to absorb the fees and stands to benefit utility operating revenues by approximately $175,000 dollars per year.

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

SECTION 1. Pursuant to California Government Code Section 6159(h), The City Council approves the amended fee structure with Invoice Cloud. Beginning on November 1,2024, under the new payment processing agreement, Customers will be charged a flat fee of $1.95 for any automated clearing house (ACH) or electronic funds transfer (EFT) payments. Autopayments via ACH or EFT will not be charged a per transaction fee. All credit card payments will be charged 3.00% of the transaction amount with a minimum fee of $2.95 per transaction. No changes to chargeback fees for non-sufficient funds (NSF) transactions.

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 8th day of October 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 2024-162, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 8th day of October 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:	**David Newell, Community Development Director**
MEETING DATE:	**October 8, 2024**
SUBJECT:	**Consideration of Resolution 2024-163, Approving Additional Funding for the City's Weed Abatement Program from a total of $120,000 to $300,000 for Fiscal Year 2024/2025 and Approving Amendment No. 1 to Professional Service Agreements with CM Landscapes, Integrity Arborist & Ecoscape, Inc, and Mariposa Landscapes, Inc.**

RECOMMENDATION:

Adopt Resolution 2024-163.

BACKGROUND:

On May 14, 2024, the City Council approved Resolution 2024-061, authorizing professional service agreement contracts with three vendors - CM Landscape, Integrity Arborist & Landscaping and Mariposa Landscaping - to conduct weed abatement services within the City. The limit for these services was $40,000 per vendor for a total amount not to exceed $120,000 per fiscal year for a five year period beginning fiscal year 2023/2024. The May 14, 2024 Staff Report is included as an attachment for additional background.

The City subsequently entered into the agreements with the authorized vendors and weed abatement work began during the summer. The abatement work has been completed on 57 parcels of land throughout the City, including city-owned and privately-owned properties. There are more than 30 parcels that currently require weed abatement. A list of properties and associated costs for this work is included as an attachment to this report.

To date, the cost to provide these services has totaled $202,176.63 and there is a need to conduct additional weed abatement during the current fiscal year.

JUSTIFICATION:

Resolution 2024-061 authorized an allocation of $120,00 ($40,000) for each fiscal year, 2023/2024 and 2024/2025. However, the funding for FY 2023/2024 did not carry forward, nor was it used for the authorized work that totaled an amount of $202,176.63 between the three vendors during this past summer. The funding to complete the work for known weed abatement projects is roughly $40,000 more than the authorized amount of $202,176.63. Staff would also recommend adequate funds are available for abatement work that may be necessary for the remainder of the fiscal year (through June 2025), seeking an additional funding amount of $60,000, for a total need not to exceed $300,000 for FY 2024/2025.

Additionally, instead of specifying maximum amounts for each vendor, staff would request the ability to determine which vendor completes the work, as long as the total authorized amount does not exceed

$300,000 for all vendor authorizations during the fiscal year. This will ensure the weed abatement program continues in a seamless manner and is not limited by one or two vendor's who may have more availability than the others.

Weed abatement is critical to minimizing the threat of fire hazards in the City, as specified in Chapter 8.48 (Nuisances) of the Banning Municipal Code (BMC). The City has been actively using the vendors' services and with the extended summer heat it is imperative to continue providing weed abatement to minimize fire risks within the City.

For privately-owned property, the City will continue to pursue owner compliance with BMC Chapter 8.48. When the City is unsuccessful with voluntary compliance, the administrative citation process in BMC Chapter 1.20 will be pursued and include cost recovery for the vendors' services, as specified in BMC Chapter 1.32, to reduce cost impacts to the extent feasible by the City's Cost Recovery ordinance.

FISCAL IMPACT:

The fiscal impact involves increasing the allocated FY 2024/2025 funding for this service from $120,000 to $300,000. The vendors provide the service as needed and the City has determined a greater need to continue this work for the remainder of the fiscal year. Staff will continue to pursue cost recovery on privately-owned property through BMC Chapter 1.32, Cost Recovery, to minimize costs. Vendor invoices will be paid from expense account: 001-2740-442.23-39.

ALTERNATIVES:

1. Continue the Agenda Item, providing alternative direction to staff concerning the City's Weed Abatement obligations.
2. Increase total funding from $120,000 to an amount less than $300,000 and approve amendments to vendor agreements accordingly (this alternative would limit City's ability to pursue weed abatement for remainder of fiscal year).

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution_2024-163_Amendment_No._1_to_Weed_Abatement.docx
2. Exhibit A - C01016 Amend No.1 CM Landscape Weed Abatement.docx
3. Exhibit B - C01017 Amend No.1 Integrity Landscape Weed Abatement.docx
4. Exhibit C - C01018- Amend No.1 CSA Mariposa - Weed Abatement.docx
5. 5-14-24 City Council Staff Report for Weed Abatement Agreements.pdf
6. Authorized Weed Abatement by Vendor.pdf

RESOLUTION 2024-163

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING ADDITIONAL FUNDING FOR THE CITY'S WEED ABATEMENT PROGRAM FROM A TOTAL OF $120,000 TO $300,000 FOR FISCAL YEAR 2024/2025 AND APPROVING AMENDMENT NO. 1 TO PROFESSIONAL SERVICE AGREEMENTS WITH CM LANDSCAPES, INTEGRITY ARBORIST & ECOSCAPE, INC, AND MARIPOSA LANDSCAPES, INC.

WHEREAS, on May 14, 2024, the City Council adopted Resolution 2024-61, and approved Professional Service Agreement Contracts with Integrity Arborist and Ecoscape, Inc., Mariposa Landscapes, Inc., and CM Landscape ("Vendors") for weed abatement services, after complying with procurement laws and policies which include Chapter 3.24 (Purchasing System) of the Banning Municipal Code and Policy No. B-30 (Procurement Policies and Procedures) of the City of Banning's Administrative Procedures; and

WHEREAS, Resolution 2024-61 authorized each contract an amount not to exceed $40,000, for a total authorized amount not to exceed $120,000 for providing weed abatement services during Fiscal Year 2023/2024 and Fiscal Year 2024/2025, within the City of Banning; and

WHEREAS, since executing contracts with the Vendors, the City has authorized weed abatement on 87 parcels of land throughout the City, including city-owned and privately-owned properties, with costs totaling $202,176.63; and

WHEREAS, the City desires to maintain funding for weed abatement services, including the completion of known weed abatement projects (roughly $40,000 more than previously authorized amount of $202,176.63), and ensure adequate funds are available for abatement work that may be necessary for the remainder of the 2024/2025 fiscal year (an additional funding amount of $60,000) for a total need not to exceed $300,000 for FY 2024/2025.

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

SECTION 1. The City Council approves Professional Service Agreement Amendments ("Amendment No. 1"), attached as Exhibits "A", "B" and "C", with CM Landscape, Integrity Arborist & Ecoscape, Inc., and Mariposa Landscapes, Inc., respectively, for Weed Abatement Services for Fiscal Year 2024/2025 in an amount not to exceed $300,000 between the all three vendors, as determined by staff, with option to renew for four additional single years in an amount not to exceed $120,000 for each renewal year upon satisfactory performance annually.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes and execute Amendment No.1 with Integrity Arborist & Ecoscape, Inc., Mariposa Landscapes, Inc. and CM Landscape 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 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 8th day of October 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 2024-163, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 8th day of October 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 to the Professional Service Agreements for Weed Abatement Services
by and between City of Banning and Charmaine Martinez DBA CM Landscape Management

EXHIBIT B

Amendment No. 1 to the Professional Service Agreements for Weed Abatement Services by and between City of Banning and Integrity Arborist & Ecoscape, Inc.

EXHIBIT C

Amendment No. 1 to the Professional Service Agreements for Weed Abatement Services by and between City of Banning and Mariposa Landscapes, Inc.

AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT (C01016) FOR WEED ABATEMENT SERVICES BY AND BETWEEN CITY OF BANNING AND CHARMAINE MARTINEZ DBA CM LANDSCAPE MANAGEMENT

THIS AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT FOR SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and Charmaine Martinez DBA CM Landscape Management, a Sole Proprietorship, ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Contract dated May 14, 2024 for the purpose of providing Weed Abatement Services ("Agreement") following an RFP for Weed Abatement Services (RFP 23-047), as approved by City Council Resolution 2024-061.

B. City and Consultant now desire to amend the Agreement to 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 Ten Thousand Dollars ($10,000.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to Fifty Thousand Dollars ($50,000.00).

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement or Amendments 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	CONSULTANT
Douglas Schulze, City Manager	NAME: TITLE:
City Council Approval: _____	NAME: TITLE:

ATTEST:

Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young
City Attorney

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

AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT (C01017) FOR WEED ABATEMENT SERVICES BY AND BETWEEN CITY OF BANNING AND INTEGRITY ARBORIST AND ECOSCAPE INC.

THIS AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT FOR SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and Integrity Arborist and Ecoscape Inc., a California Corporation, ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Contract dated May 14, 2024 for the purpose of providing Weed Abatement Services ("Agreement") following an RFP for Weed Abatement Services (RFP 23-047), as approved by City Council Resolution 2024-061.

B. City and Consultant now desire to amend the Agreement to increase the Contract Sum to One Hundred Twenty-Five Thousand Dollars ($125,000.00).

The Parties therefore agree follows:

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

C. The maximum compensation for the Services performed pursuant to this Amendment No. 1 shall not exceed Eighty-Five Thousand Dollars ($85,000.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Hundred Twenty-Five Thousand Dollars ($125,000.00).

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement or Amendments 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	CONSULTANT
Douglas Schulze, City Manager	NAME: TITLE:
City Council Approval: _____	NAME: TITLE:

ATTEST:

Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young
City Attorney

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

AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT (C01018) FOR WEED ABATEMENT SERVICES BY AND BETWEEN CITY OF BANNING AND MARIPOSA LANDSCAPES, INC.

THIS AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT FOR SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and MARIPOSA LANDSCAPES, INC., a California Corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Contract dated May 14, 2024 for the purpose of providing Weed Abatement Services ("Agreement") following an RFP for Weed Abatement Services (RFP 23-047), as approved by City Council Resolution 2024-061.

B. City and Consultant now desire to amend the Agreement to increase the Contract Sum to One Hundred Twenty-Five Thousand Dollars ($125,000.00).

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 Eighty-Five Thousand Dollars ($85,000.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Hundred Twenty-Five Thousand Dollars ($125,000.00).

2. Miscellaneous Provisions

   2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement or Amendments 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	CONSULTANT
Douglas Schulze, City Manager	NAME: TITLE:
City Council Approval: _____	NAME: TITLE:

ATTEST:

Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young
City Attorney

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

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Adam Rush,**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Consideration of Resolution 2024-61, Approving a Professional Services Agreement with Integrity Arborist & Ecoscape, Mariposa Landscapes, Inc., and CM Landscapes for Weed Abatement Services**

RECOMMENDATION:

Adopt Resolution 2024-61.

BACKGROUND:

The properties upon which weed abatement services shall be done consist of private property and some city-owned properties, both undeveloped and developed, upon which combustive material and/or hazardous vegetation form a fire hazard and have been declared a nuisance and a fire hazard. The scope of services includes The Contractor performing hazardous vegetation abatement at numerous sites described in BMC Chapter 8.48.050 and all other relative law provisions. The City is seeking contractors with the proper equipment/personnel to handle this professional service. These properties contain all or some of the following conditions:

1. Dead annual grasses and weeds
2. Brush
3. Dead, Dying, and Diseased trees
4. Healthy trees that have not been maintained to remove ladder fuels
5. Rubbish

The work to be done shall consist of destroying weeds, wild grass, and poisonous or harmful plants and removing rubbish including but not limited to scrap metals, disassembled parts of automobiles or machinery, furniture, mattresses, tires, concrete, asphalt, bricks or other construction or demolition materials, debris, litter, cardboard, metal cans, glass, cut brush, dead trees, tree limbs and similar materials, garbage, including but not limited to animal matter including feces, fruit or vegetable matter, and trimming trees & brushes designated by the City Representative in accordance with the City of Banning Weed Abatement Standards.

The City's preference is to recycle whenever possible. If any green waste can be reused, please inform the City to see if it will meet the CA SB requirements. Selected Contractors must follow the State and AQMD 2024 rules for gas-powered vehicles and tools. Discovery of hazardous waste, hazardous materials, vehicles, or other large items shall be reported to the City Representative. When a site location is assigned, go to the site location to see if any of these items are present so The City can remove them before starting work.

JUSTIFICATION:

The City is obligated to preserve the public safety and welfare, which includes protection of life and property that may result from brush fires. The Banning Municipal Code (BMC) requires that all vacant lots previously declared a public nuisance and fire hazard be cleared of dangerous weeds and brush before the summer months wherein weather conditions in the City of Banning are hot and windy. These conditions create an immediate threat to public safety if not resolved by the property owner; however, in the case that the property owner is unable, unwilling, or ignores the City's code enforcement process (i.e., Notices of Violations and Administrative Citations) then the City has an obligation to front load public funds to abate the nuisance and then assess the property to ensure reimbursement through the property tax bill. If the property owner fails to pay this special assessment, then the County has the right to initiate a "tax sale" under their procedures.

FISCAL IMPACT:

The last agreement for Weed Abatement Services was authorized in 2019. The City's purchasing policy requires a new RFP each five (5) year interval. The previous weed abatement contractors lacked the resources of a larger commercial landscaper, which resulted in lower overhead costs. The recommended contractors focus on large commercial contracts and public works infrastructure, some even have provided services in the City of Banning. The combination of these facts have resulted in higher costs and therefore, a increased budget amount from the last contract award.

The budget impact will be a maximum of $120,000, allocated equally across each firm (e.g., $40,000 for each vendor), detailed as follows:

Integrity Arborist & Ecoscape ($40,000)
Mariposa Landscapes, Inc. ($40,000)
CM Landscapes ($40,000)

Contractors will be paid from expense account: 001-2740-442.23-39

Contract services will only be utilized on an "as-needed" basis and there is no guarantee of work. The City will seek reimbursement by placing the fully burdened costs of weed abatement as a property tax assessment, which is a superior assessment to the actual property tax bill. Even if the property owner pays the County Tax Bill, but not not pay the City's assessment, a tax sale could occur. This assessment is possible with the Council's adoption of Ordinance 1598 which replaces the traditional property lien. An assessment allows the City reimbursement on a 6-month schedule, concurrent with the property tax payments rather than waiting years, or sometimes a decade to obtain reimbursement when a property is sold, transferred or refinanced.

ALTERNATIVES:

The Council may take the following actions as an alternative to staff's recommendation:

1) Continue the Agenda Item, along with requesting clarification or providing alternative direction to staff concerning the City's Weed Abatement obligations.
2) Consider Rejecting all Bids and provide alternative direction to staff concerning the City's Weed Abatement obligations.
3) Approve the Agreements, but in a reduced contractual amount.

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2024-61, Weed Abatement Services.docx

2. C01016 PSA CM Landscape Weed Abatement Services.docx
3. C01017 - PSA Integrity Weed Abatement.docx
4. C01018 - PSA Mariposa Weed Abatement (AutoRecovered).docx
5. Evaluation Tabulation (6).docx
6. CM Landscape Proposal.pdf
7. Integrity Proposal For SR.pdf
8. Mariposa Proposal.pdf

Authorized Weed Abatment by Vendor

Vendor	APN	Completed	Invoice Received?	Invoice #	Cost	Verified?	In Naviline
Mariposa	543-090-008	Y	Y	109105	$ 3,920.40	Y	Y
Mariposa	541-250-009	Y	Y	109106	$ 9,147.60	Y	Y
Mariposa	541-240-009	Y	Y	109107	$ 5,227.20	Y	Y
Mariposa	541-045-018	Y	Y	109108	$ 2,613.60	Y	Y
Mariposa	541-150-008	Y	Y	109109	$ 3,179.88	Y	Y
Mariposa	541-150-027	Y	Y	109110	$ 2,613.60	Y	Y
Mariposa	541-150-028	Y	Y	109111	$ 2,613.60	Y	Y
Mariposa	541-150-004	Y	Y	109112	$ 2,613.60	Y	Y
Mariposa	538-230-011	Y	Y	109113	$ 7,910.97	Y	Y
Mariposa	419-140-059	Y	Y	109114	$ 5,227.20	Y	N
Mariposa	540-202-003	Y	Y	109115	$ 174.00	Y	Y
Mariposa	540-202-002	Y	Y	109116	$ 174.00	Y	Y
Mariposa	540-202-001	Y	Y	109117	$ 174.00	Y	Y
Mariposa	534-152-025	Y	Y	109118	$ 490.00	Y	N
Mariposa	541-055-001	Y	Y	109119	$ 420.00	Y	N
Mariposa	540-191-008	Y	Y	109120	$ 560.00	Y	N
Mariposa	535-361-027	Y	Y	109121	$ 420.00	Y	N
Mariposa	532-120-011	Y	Y	109122	$ 980.00	Y	N
Mariposa	541-181-037	Y	Y	109123	$ 522.00	Y	N
Mariposa	538-082-013	Y	Y	109124	$ 1,044.00	Y	N
Mariposa	419-060-022	Y	Y	109366	$ 6,523.46	Y	N
Mariposa	535-241-023	Y	Y	109367	$ 8,418.77	Y	N
					$ 64,967.88		

Vendor	APN	Completed	Approx. $
Mariposa	541-055-004	N	$ 696.00
Mariposa	540-165-007	N	$ 522.00
Mariposa	537-100-004	N	$ 1,320.00
Mariposa	534-194-004	N	$ 435.00
Mariposa	541-133-023	N	$ 174.00
Mariposa	534-019-020	N	$ -
Mariposa	535-070-005	N	$ -
Mariposa	535-070-007	N	$ 3,527.00
Mariposa	535-070-003	N	$ 174.00
Mariposa	538-031-016	N	$ 522.00
Mariposa	538-040-032	N	$ 696.00
Mariposa	538-040-033	N	$ 174.00
Mariposa	535-180-006	N	$ 870.00
Mariposa	535-150-007	N	$ 174.00
Mariposa	535-150-008	N	$ 522.00
			$ 9,806.00

Vendor	APN	Completed	Invoice Received?	Invoice #	Cost	Verified?	In Naviline
Integrity	541-232-001	Y	Y	*07-16	$ 3,360.00	Y	Y
Integrity	419-081-004	Y	Y	*07-26	$ 1,990.00	Y	Y
Integrity	534-272-009	Y	Y	*07-27	$ 3,525.00	Y	Y
Integrity	408-145-007	Y	Y	*07-28	$ 2,885.00	Y	Y
Integrity	537-100-031	Y	Y	*07-29	$ 720.00	Y	Y
Integrity	537-100-032	Y	Y	*07-30	$ 1,895.00	Y	Y
Integrity	540-180-055	Y	Y	*07-31	$ 6,495.00	Y	N
Integrity	419-072-030	Y	Y	*07-32	$ 1,630.00	Y	Y
Integrity	534-050-001	Y	Y	*07-33	$ 3,064.50	Y	Y
Integrity	534-093-014	Y	Y	*08-01	$ 2,056.50	Y	Y
Integrity	534-022-014	Y	Y	*08-02	$ 1,625.00	Y	Y
Integrity	534-022-001	Y	Y	*08-05	$ 1,980.00	Y	Y
Integrity	534-022-002	Y	Y	*08-06	$ 1,620.00	Y	Y
Integrity	541-170-007	Y	Y	*08-07	$ 5,670.00	Y	Y
Integrity	541-192-001	Y	Y	*08-12	$ 1,905.00	Y	N
Integrity	541-192-002	Y	Y	*08-13	$ 1,270.00	Y	Y
Integrity	541-161-010	Y	Y	*08-14	$ 2,445.00	Y	Y
Integrity	541-161-011	Y	Y	*08-15	$ 2,985.00	Y	N
Integrity	541-121-031	Y	Y	*08-16	$ 2,255.00	Y	N
Integrity	541-121-032	Y	Y	*08-17	$ 1,750.00	Y	N
Integrity	541-082-010	Y	Y	*08-18	$ 1,810.00	Y	N
Integrity	541-082-035	Y	Y	*08-19	$ 535.00	Y	Y
Integrity	541-082-018	Y	Y	*08-20	$ 1,620.00	Y	N
Integrity	541-121-045	Y	Y	*08-21	$ 2,890.00	Y	N
Integrity	532-180-044	Y	Y	*08-22	$ 3,240.00	Y	N
					$ 61,221.00		

Vendor	APN	Completed	Approx. $
Integrity	535-020-004	N	$ 9,800.00
Integrity	535-020-026	N	$ 5,255.00
Integrity	535-020-029	N	$ 3,547.00
Integrity	535-030-050	N	$ 10,756.00
Integrity	541-093-003	N	$ 2,300.00
Integrity	532-130-020	N	$ 3,240.00
			$ 34,898.00

Vendor	APN	Completed	Invoice Received?	Invoice #	Cost	Verified?	In Naviline
CM	534-171-048	Y	Y	16661	$ 1,541.25	Y	Y
CM	537-090-040	Y	Y	16669	$ 1,833.75	Y	Y
CM	537-090-041	Y	Y	16671	$ 1,755.00	Y	Y
CM	537-090-042	Y	Y	16672	$ 1,601.25	Y	Y
CM	534-152-024	Y	Y	16684	$ 2,341.20	Y	Y
CM	538-210-061	Y	Y	16689	$ 1,726.50	Y	Y
CM	541-081-010	Y	Y	16694	$ 1,370.00	Y	Y
CM	541-055-012	Y	Y	16695	$ 2,077.50	Y	Y
CM	540-165-007	Y	N		$ 889.50	N	N
CM	540-061-008	Y	N		$ 787.00	N	N
					$ 15,922.95		

Vendor	APN	Completed	Approx. $
CM	541-055-004	N	$ 1,040.75
CM	534-194-004	N	$ 1,203.75
CM	541-133-023	N	$ 1,084.50
CM	535-070-003	N	$ 1,212.50
CM	538-031-016	N	$ 3,892.50
CM	538-040-032	N	$ 1,875.00
CM	538-040-033	N	$ 868.75
CM	535-180-006	N	$ 2,254.05
CM	535-150-007	N	$ 572.50
CM	535-150-008	N	$ 1,356.50
			$ 15,360.80

Vendor Name	PO Amount	Total Assigned
Mariposa	$ 40,000.00	$ 74,773.88
Integrity	$ 40,000.00	$ 96,119.00
CM	$ 40,000.00	$ 31,283.75
	$ 120,000.00	$ 202,176.63

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Nate Smith, Deputy Director of Public Works/City Engineer**
Art Vela, Director of Public Works

MEETING DATE: **October 8, 2024**

SUBJECT: **Accept Street Monuments for Tracts 37389-2 and 37389-3 (Atwell Planning Areas 10 and 11) and Release Monumentation Bonds**

RECOMMENDATION:

City Council accept the street monuments and release the related monumentation bonds.

BACKGROUND:

On September 13, 2022, City Council adopted Resolution 2022-122 approving Final Tract Map Numbers 37389-1, 37389-2, 37389-3, and 37389-5, authorizing staff to sign the final maps, release the maps for recordation, and accepting the Performance and Labor and Material Bonds for the public improvements.

As a condition of development, Tri-Pointe Homes was required to sign a Subdivision Improvement Agreement and submit bonds to assure that the required public improvements, including street monumentation, are constructed according to City standards and specifications.

JUSTIFICATION:

Staff has verified that the street monuments related to the bonds were completed per City standards and specifications and recommends that the City Council accept the monuments and authorize the exoneration of the following bonds:

Bond Number	Bond Amount	Description
30159478	$60,547.50	37389-2 Monumentation
30159482	$35,305.00	37389-3 Monumentation

FISCAL IMPACT:

Not Applicable

ALTERNATIVES:

Do not accept staff's recommendation and provide staff with additional direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Att 1. 37389-2 MONU TIES.pdf
2. Att 2. 37389-3 MONU TIES.pdf
3. Att 3 37389-2 Monumentatin Bond.pdf
4. Att 4 37389-3 Monumentatin Bond.pdf

CENTERLINE TIES

TRACT NO. 37389-2



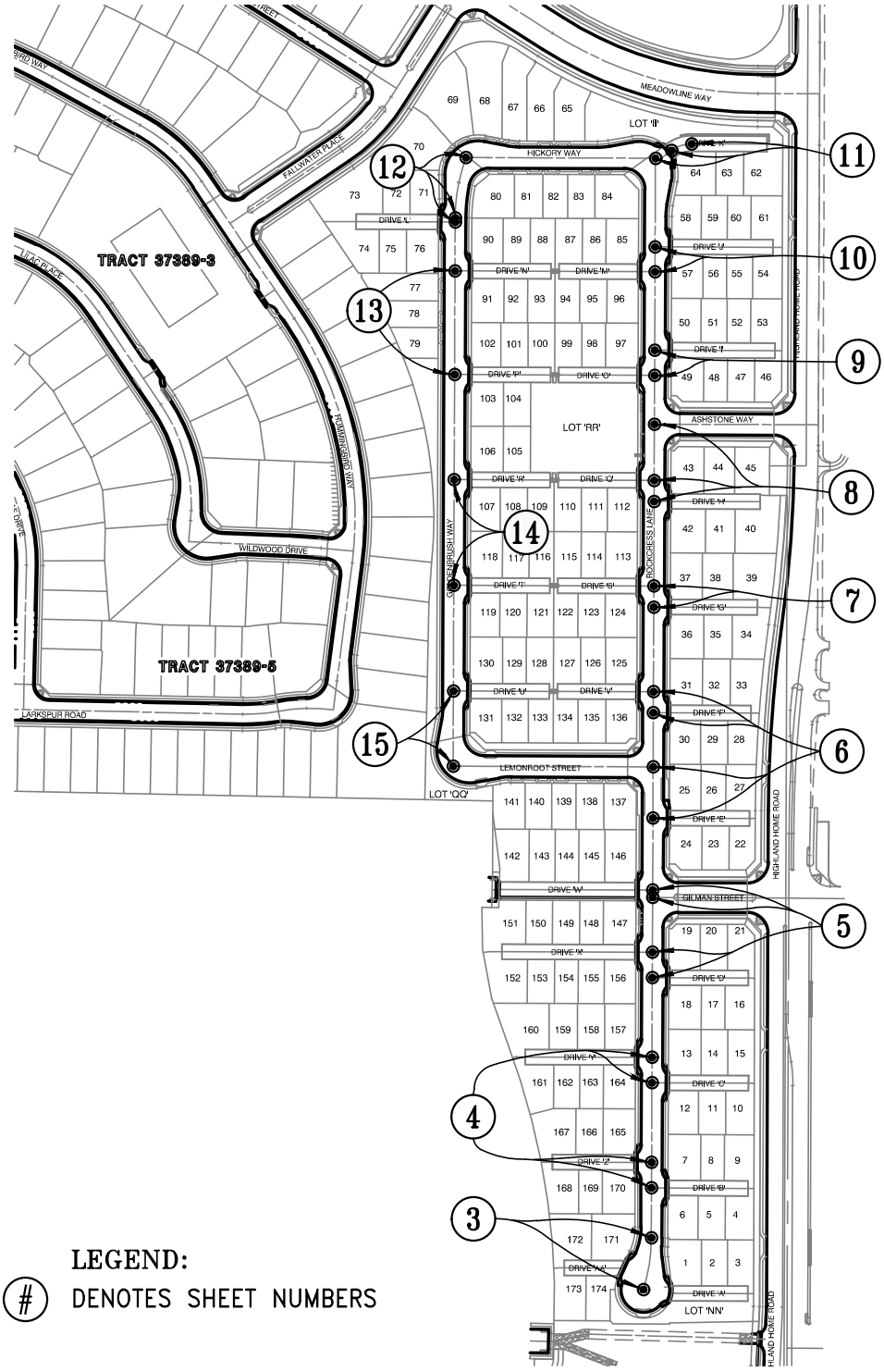
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DARYL J. CHRISTIAN

L.S. 8554

CITY OF BANNING	STREET TIE	TRACT NO. 37389-2
MDS CONSULTING 5 PETERS CANYON ROAD SUITE 305 IRVINE, CA 92606 (949) 251-8821 WWW.MDSCONSULTING.NET PLANNERS ENGINEERS SURVEYORS		TITLE SHEET DATE: 9-6-24 1 OF 15
DARYL J. CHRISTIAN		FIELD REVIEW _____ DATE _____
L.S. 8554		TIE BOOK _____ PAGE _____

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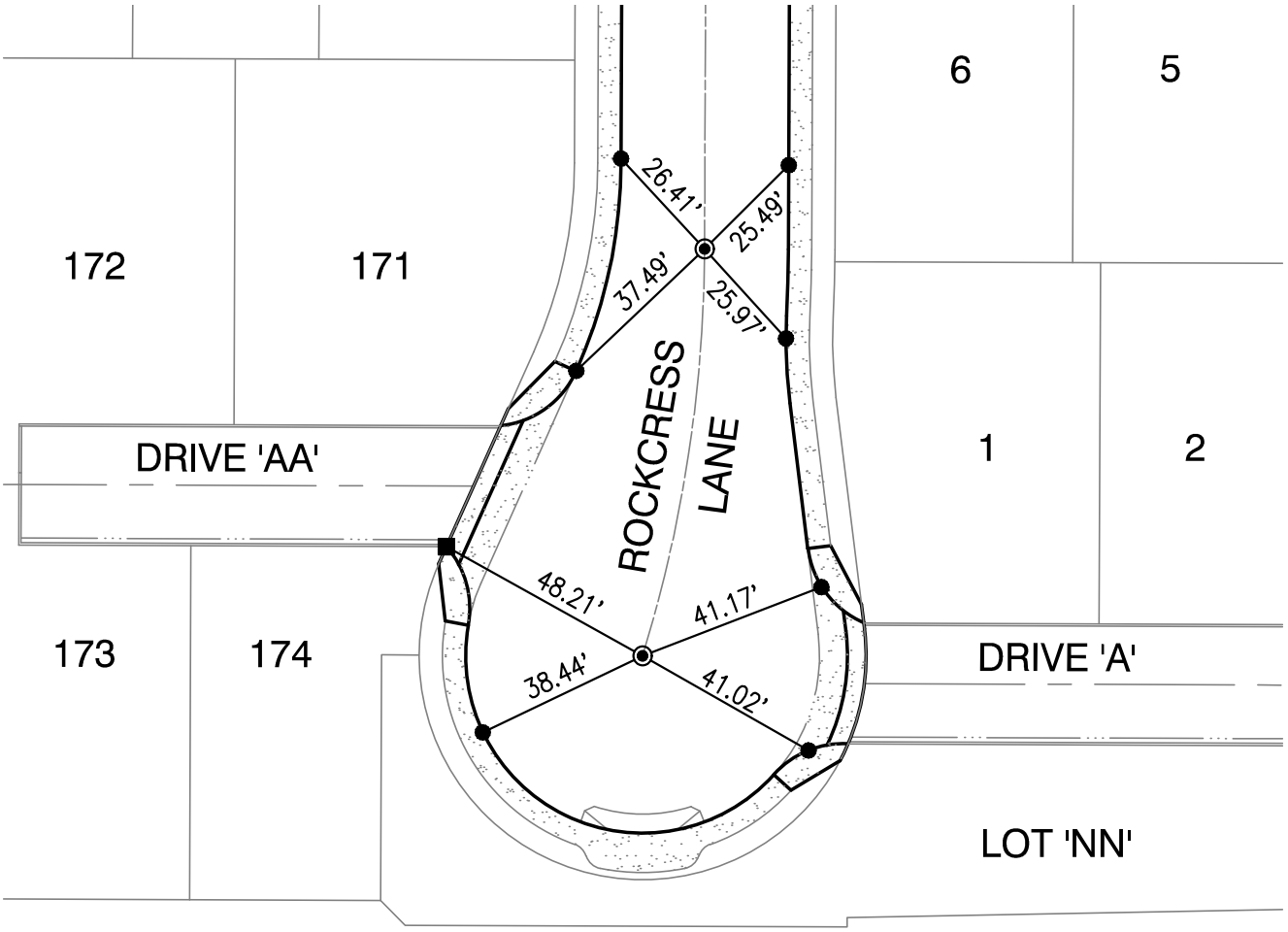


LEGEND:

(#) DENOTES SHEET NUMBERS

CITY OF BANNING	STREET TIE	TRACT NO. 37389-2
MDS CONSULTING 5 PETERS CANYON ROAD SUITE 305 IRVINE, CA 92606 (949) 251-8821 WWW.MDSCONSULTING.NET PLANNERS ENGINEERS SURVEYORS		INDEX SHEET SCALE: 1"=300' DATE: 9-6-24 2 OF 15
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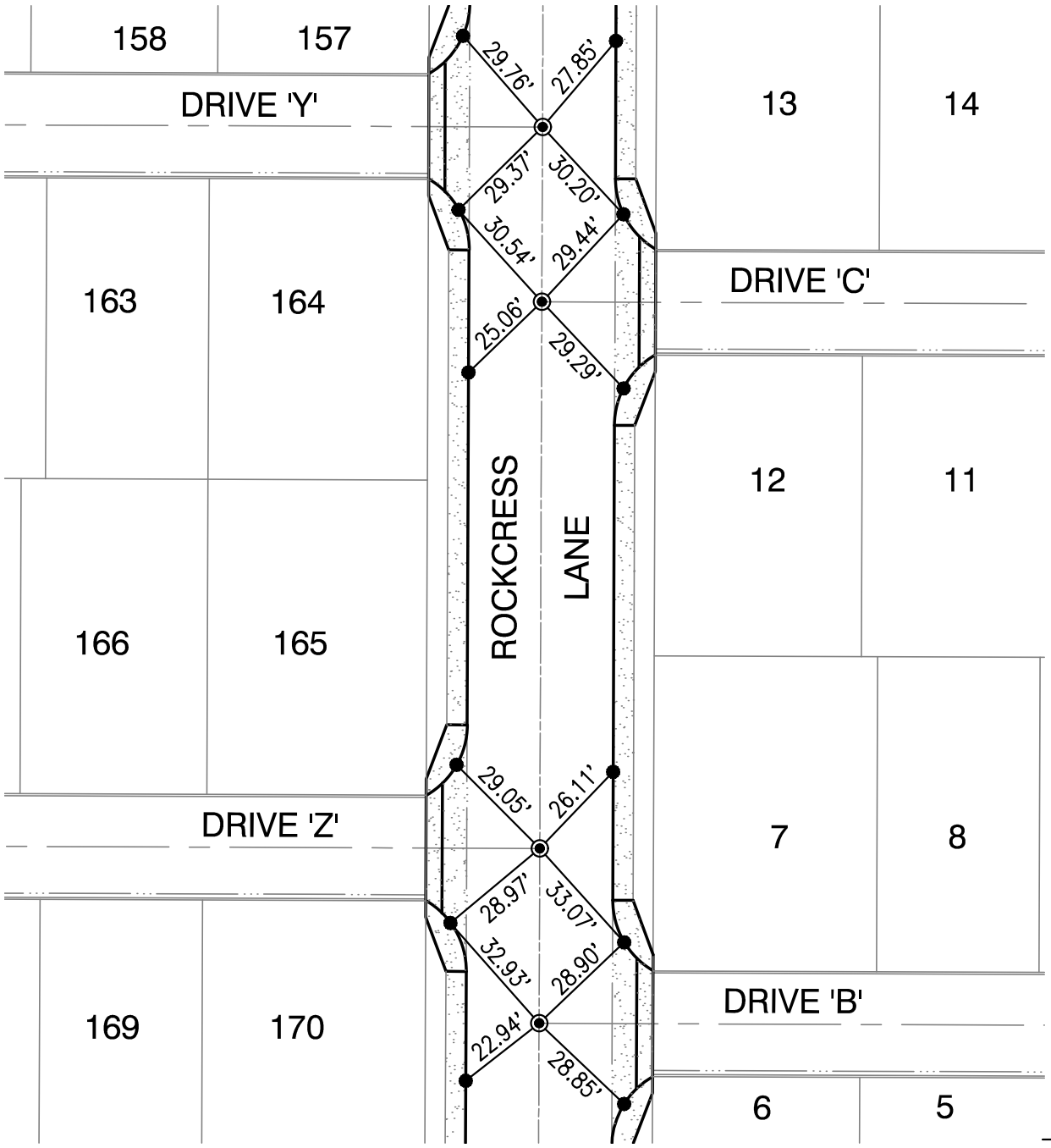
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CITY OF BANNING	STREET TIE	TRACT NO. 37389-2
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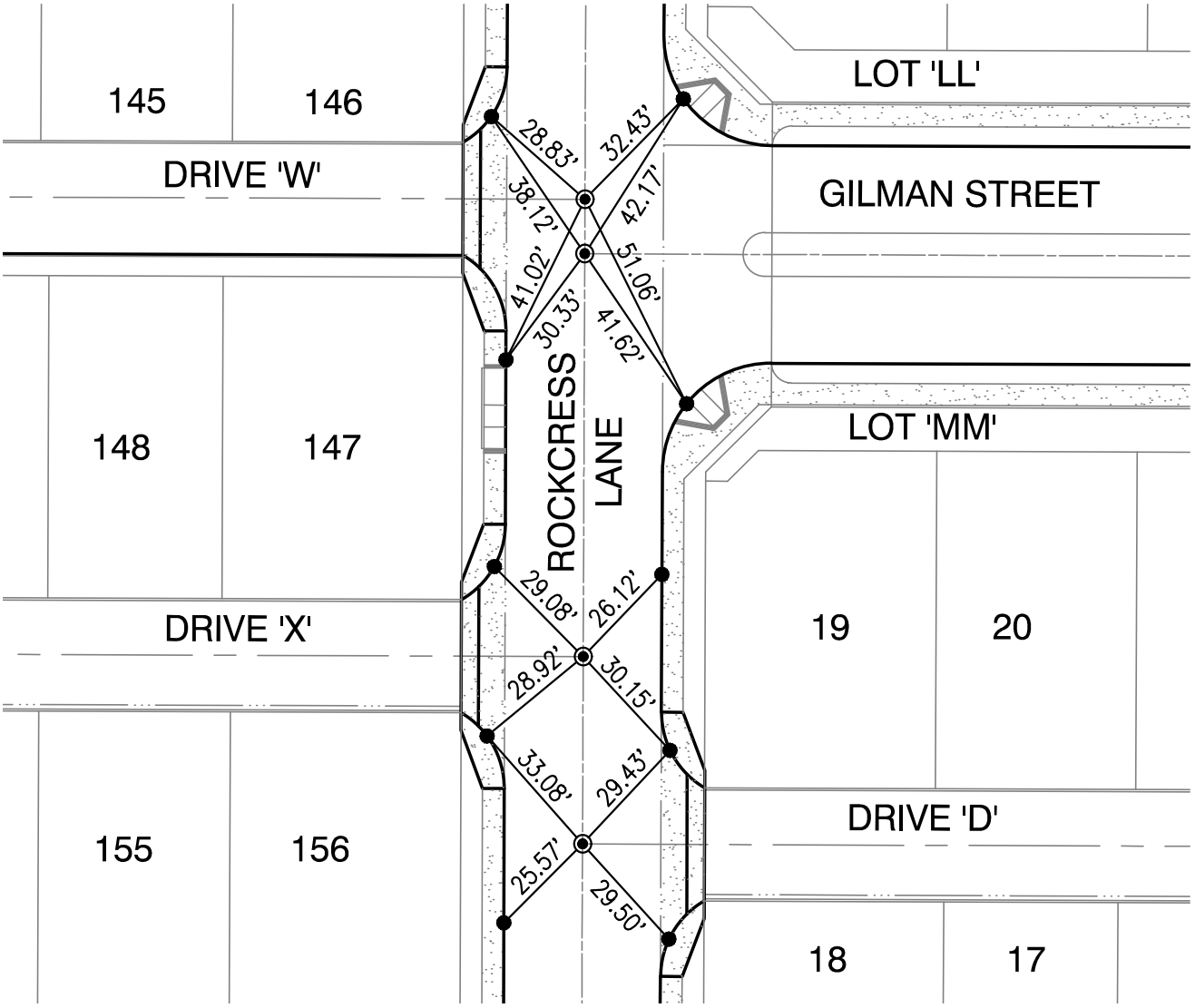
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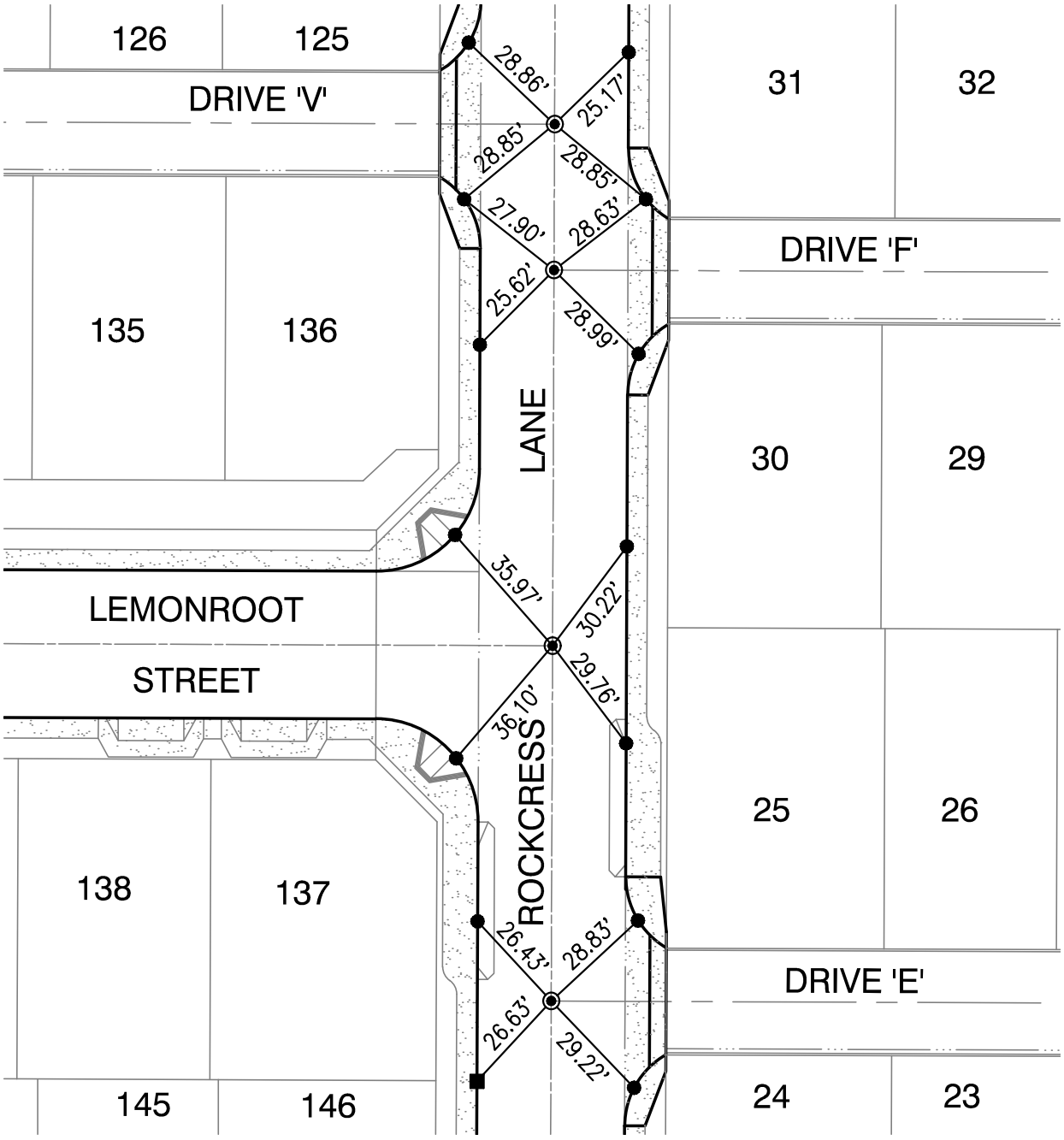
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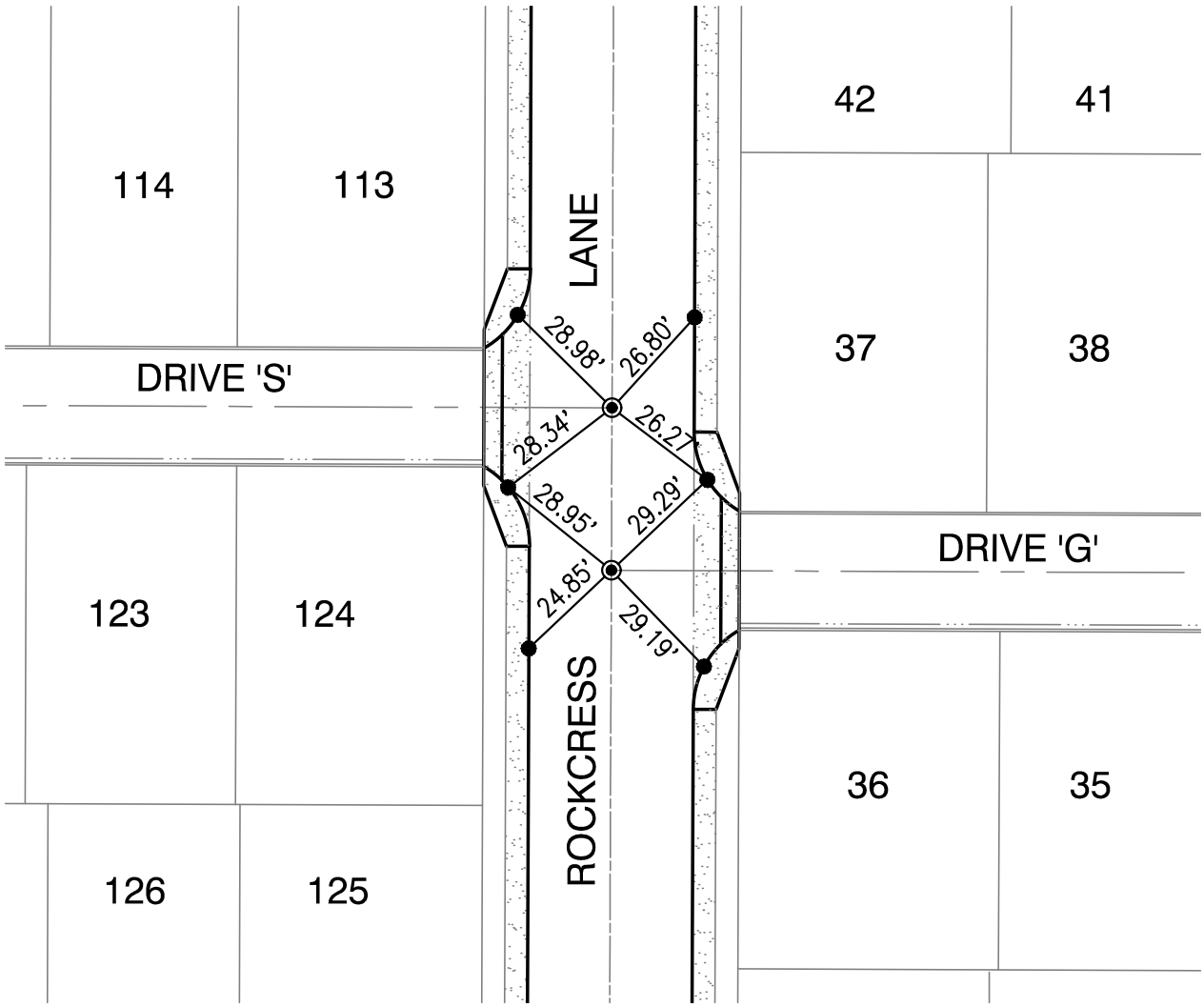
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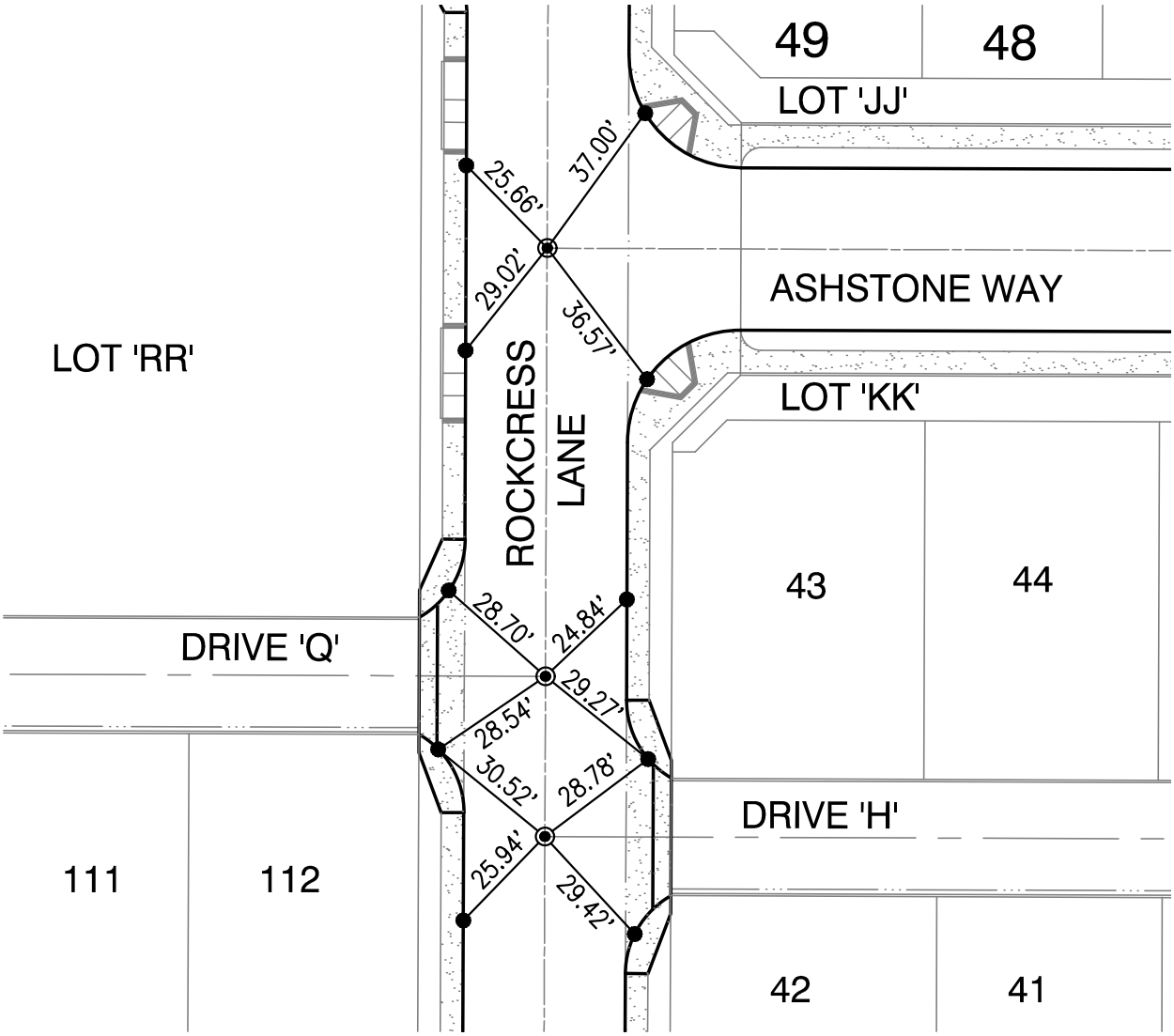
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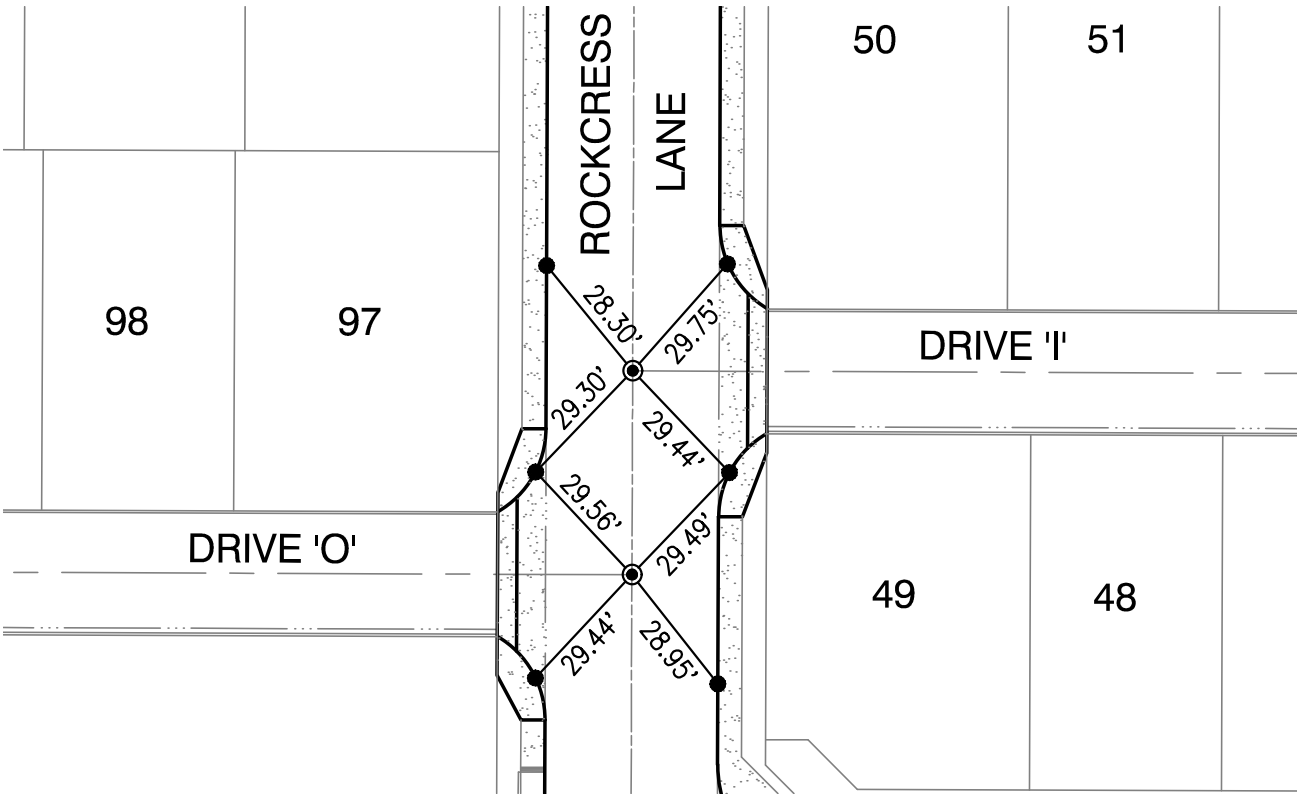
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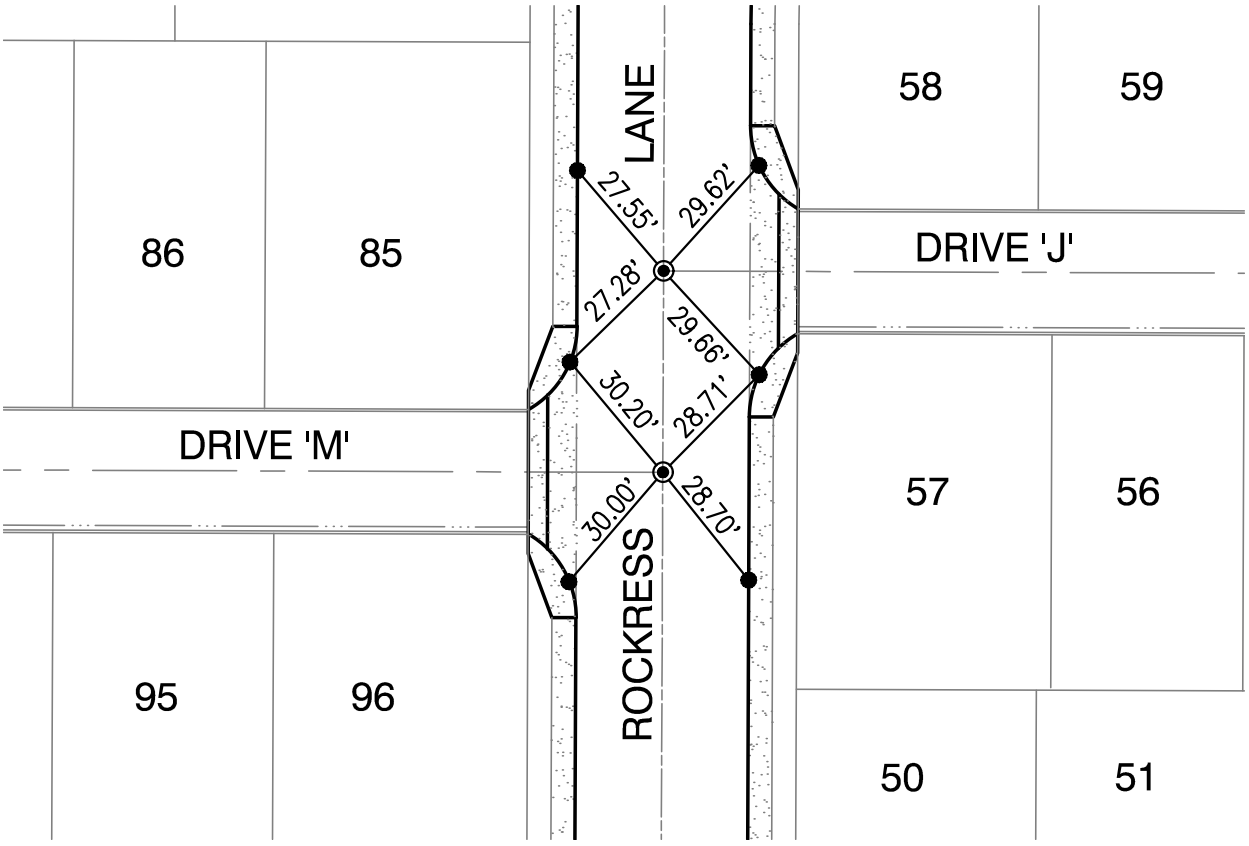
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L.S. 8554		TIE BOOK _____ PAGE _____

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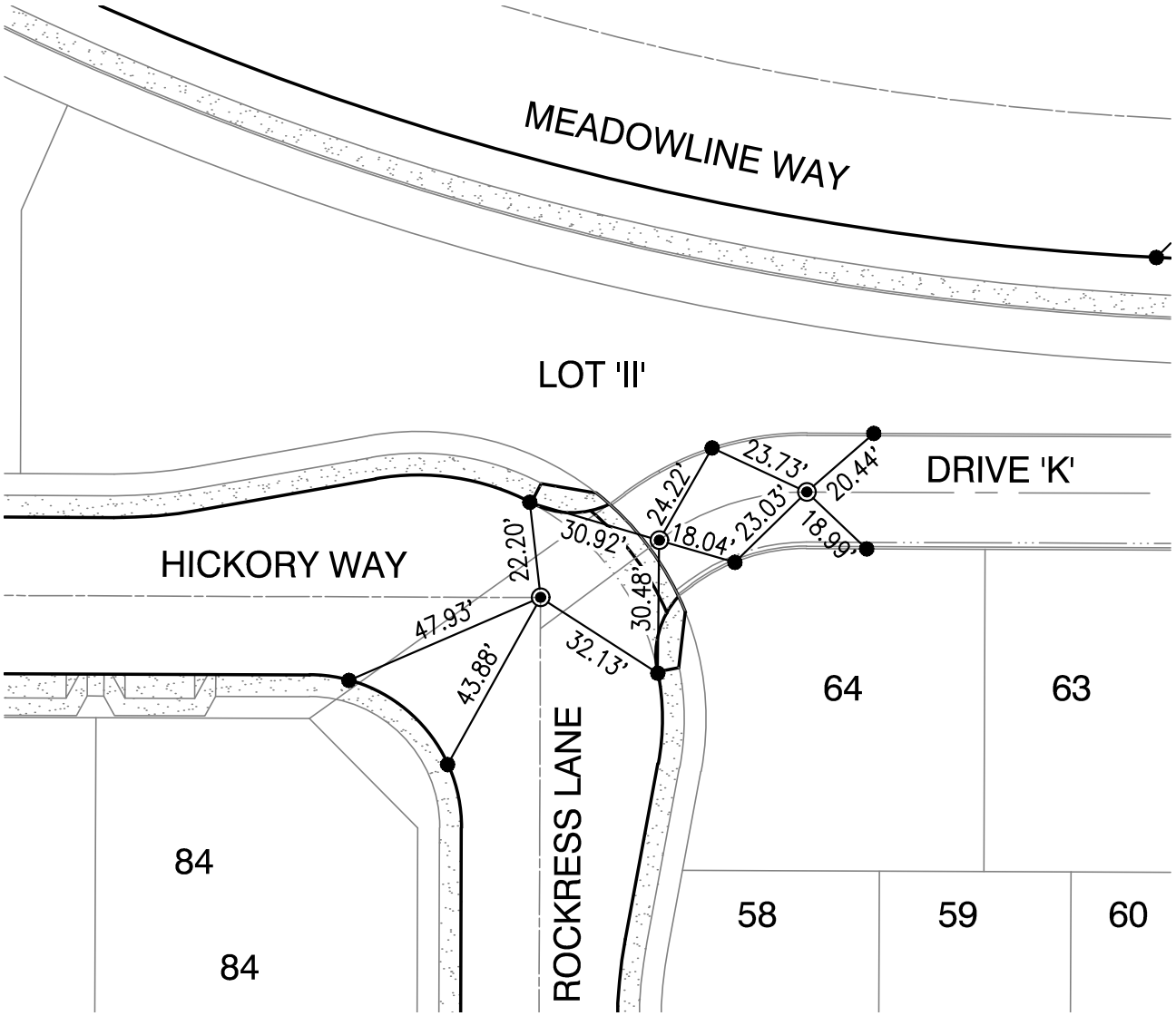
LEGEND :

◉ INDICATES SPIKE & WASHER WITH TAG STAMPED "LS 8554"

● INDICATES LEAD & TACK IN TOP OF CURB

CITY OF BANNING	STREET TIE	TRACT NO. 37389-2
MDS CONSULTING 5 PETERS CANYON ROAD SUITE 305 IRVINE, CA 92606 (949) 251-8821 WWW.MDSCONSULTING.NET PLANNERS ENGINEERS SURVEYORS		CENTERLINE TIES SCALE: 1"=40' DATE: 9-6-24 10 OF 15
DARYL J. CHRISTIAN		FIELD REVIEW _____ DATE _____
L.S. 8554		TIE BOOK _____ PAGE _____

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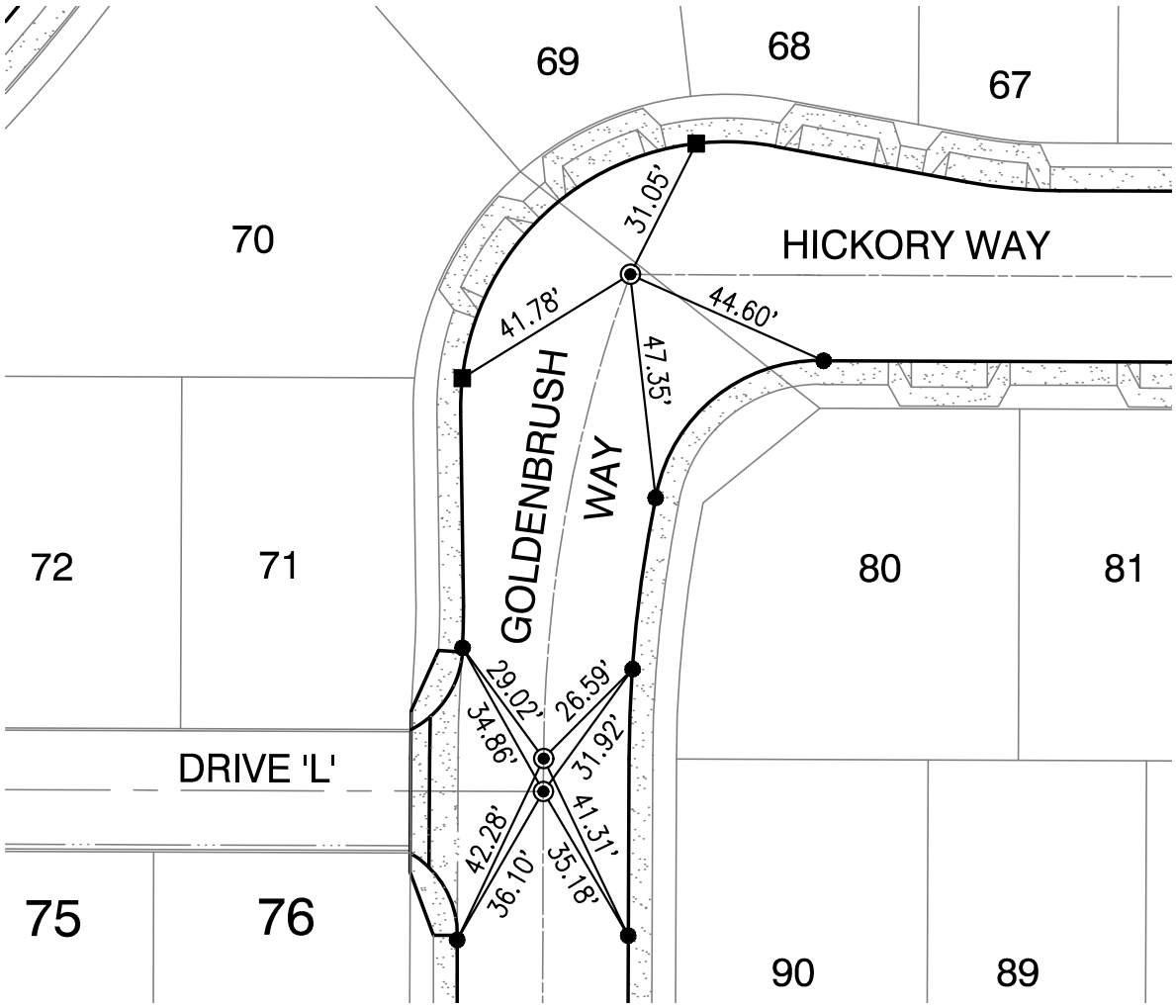


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DARYL J. CHRISTIAN		FIELD REVIEW _____ DATE _____
L.S. 8554		TIE BOOK _____ PAGE _____

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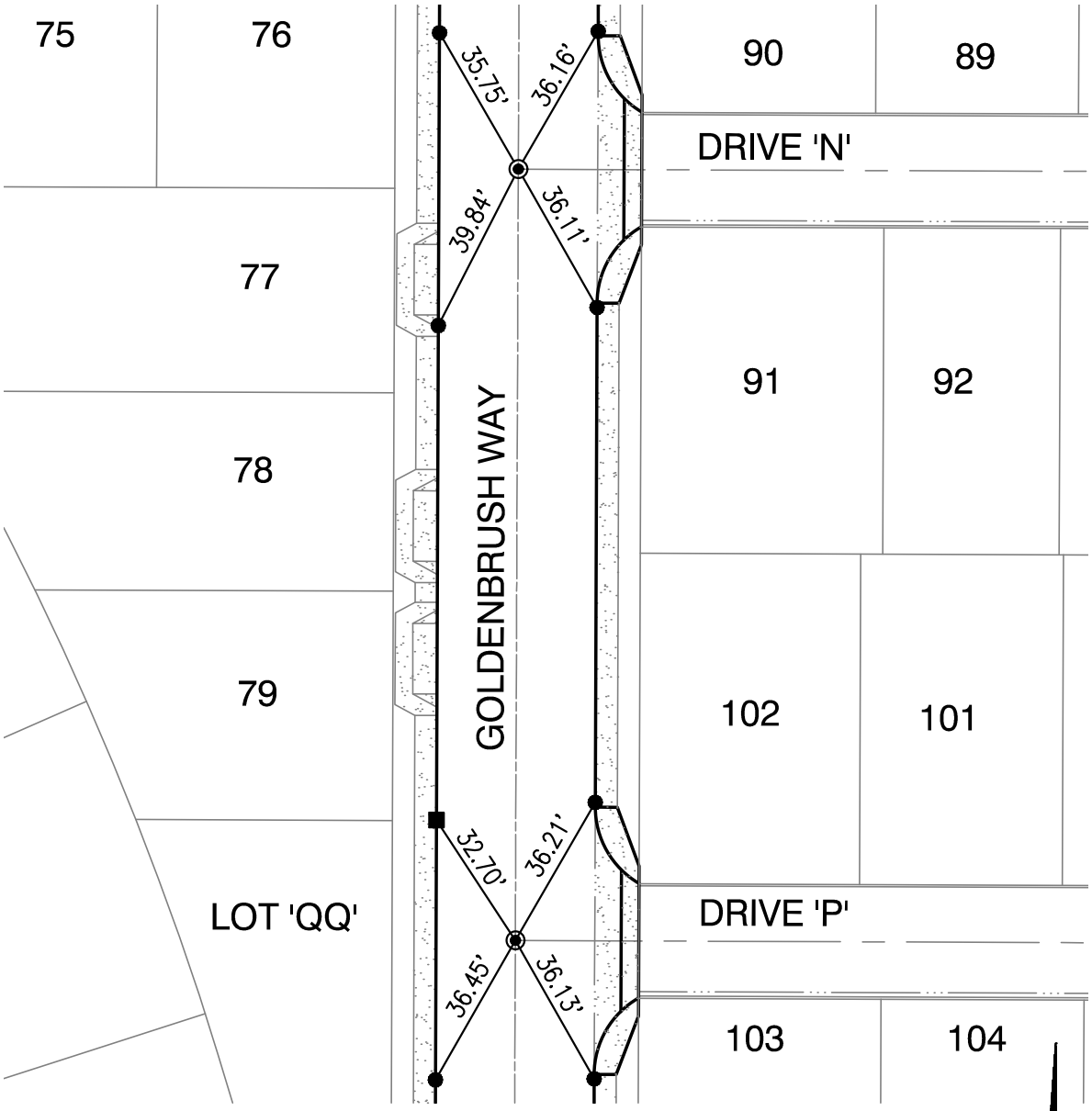
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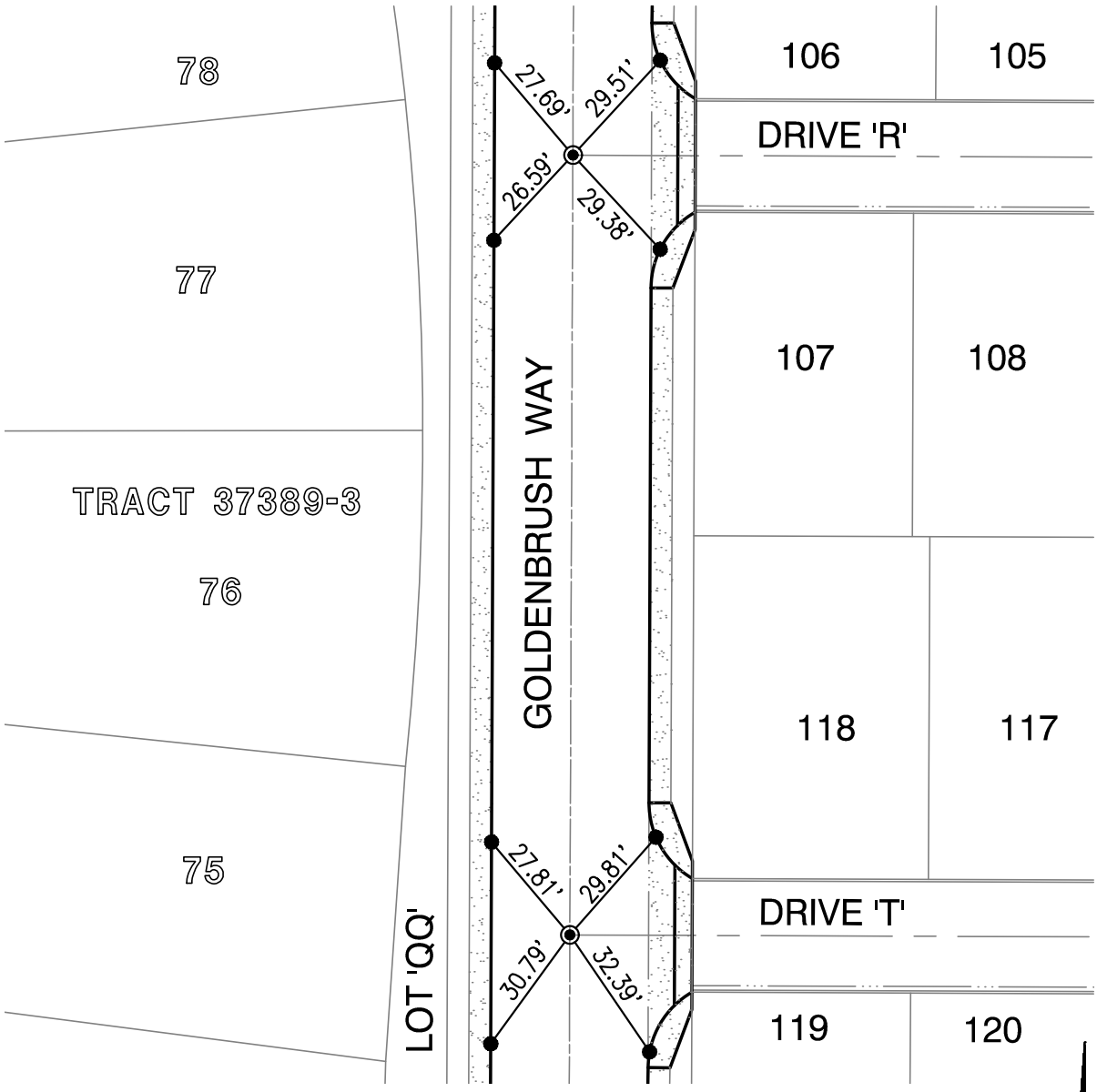


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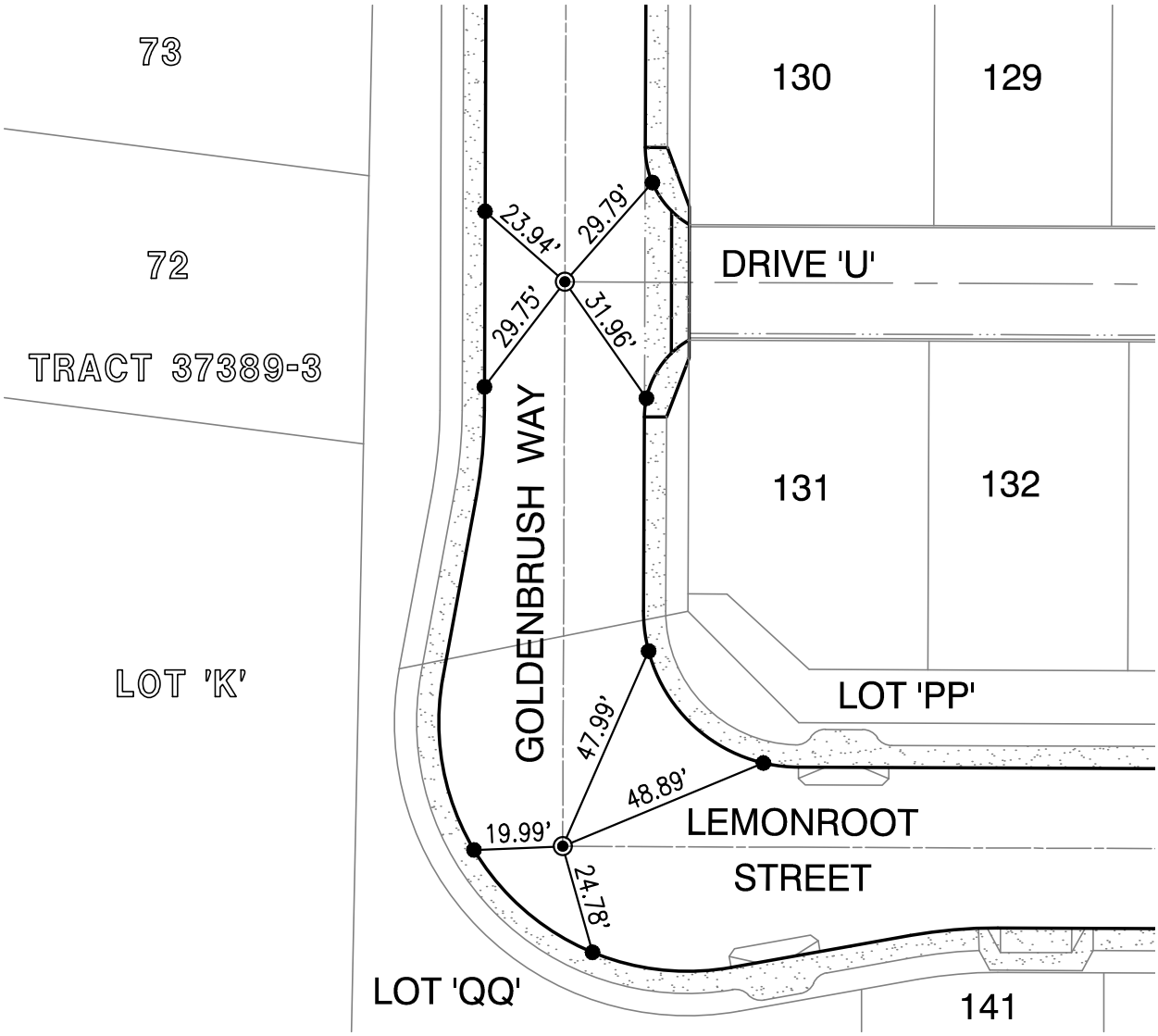
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CENTERLINE TIES

TRACT NO. 37389-3



9-9-24

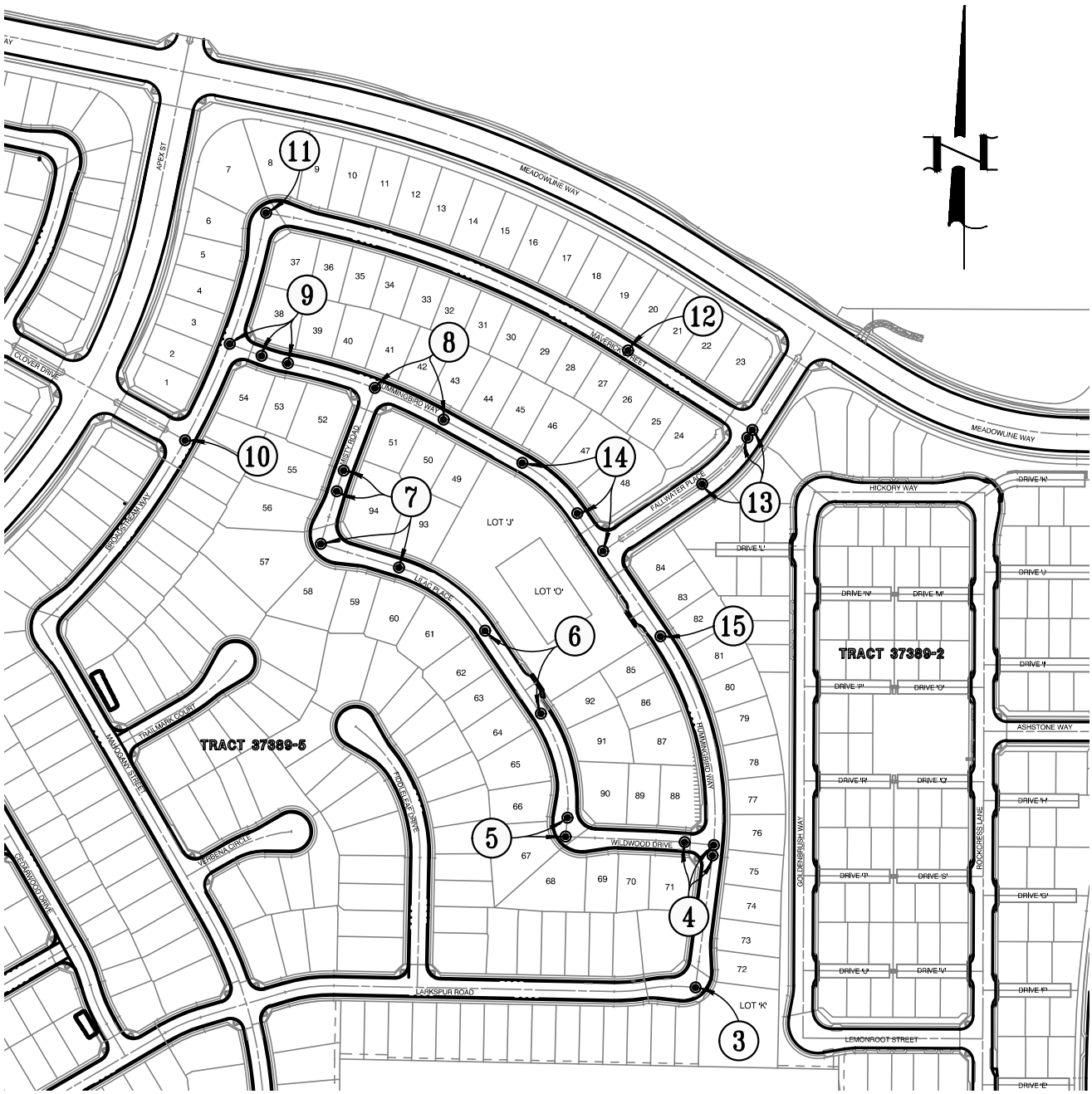
DARYL J. CHRISTIAN

L.S. 8554



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MDS CONSULTING 5 PETERS CANYON ROAD SUITE 305 IRVINE, CA 92606 (949) 251-8821 WWW.MDSCONSULTING.NET PLANNERS ENGINEERS SURVEYORS		TITLE SHEET DATE: 9-6-24 1 OF 15
DARYL J. CHRISTIAN		FIELD REVIEW _____ DATE _____
L.S. 8554		TIE BOOK _____ PAGE _____

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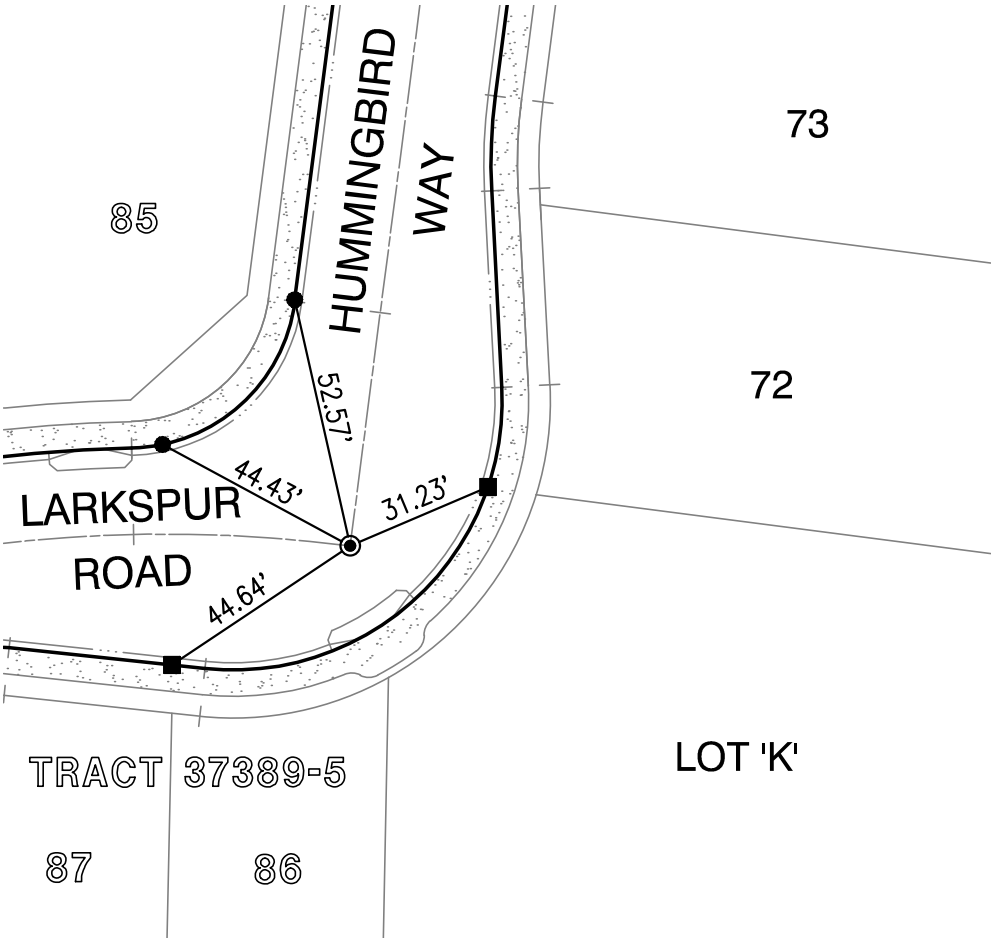


LEGEND:

(#) DENOTES SHEET NUMBERS

CITY OF BANNING	STREET TIE	TRACT NO. 37389-3
MDS CONSULTING 5 PETERS CANYON ROAD SUITE 305 IRVINE, CA 92606 (949) 251-8821 WWW.MDSCONSULTING.NET PLANNERS ENGINEERS SURVEYORS		INDEX SHEET SCALE: 1"=300' DATE: 9-6-24 2 OF 15
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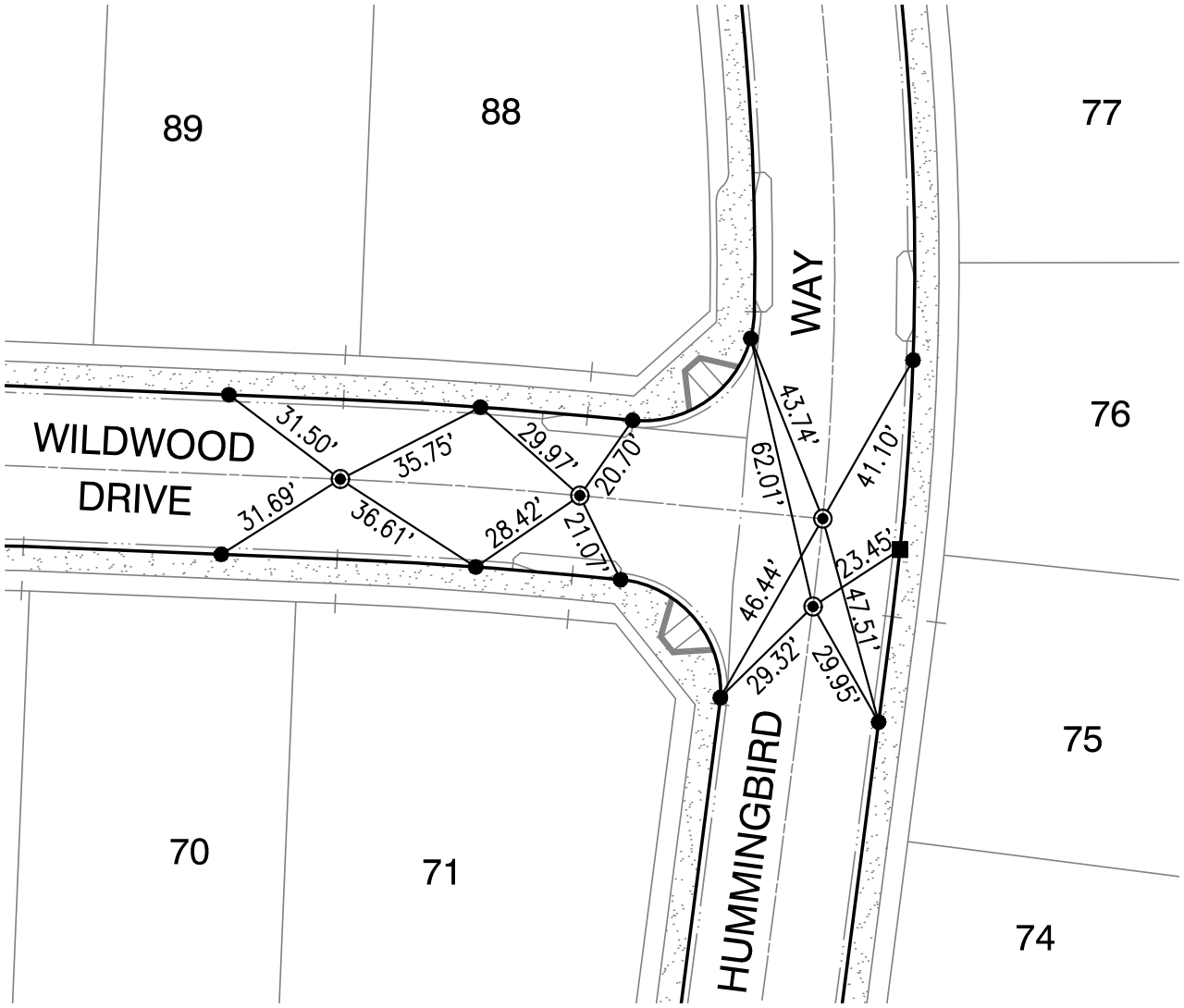


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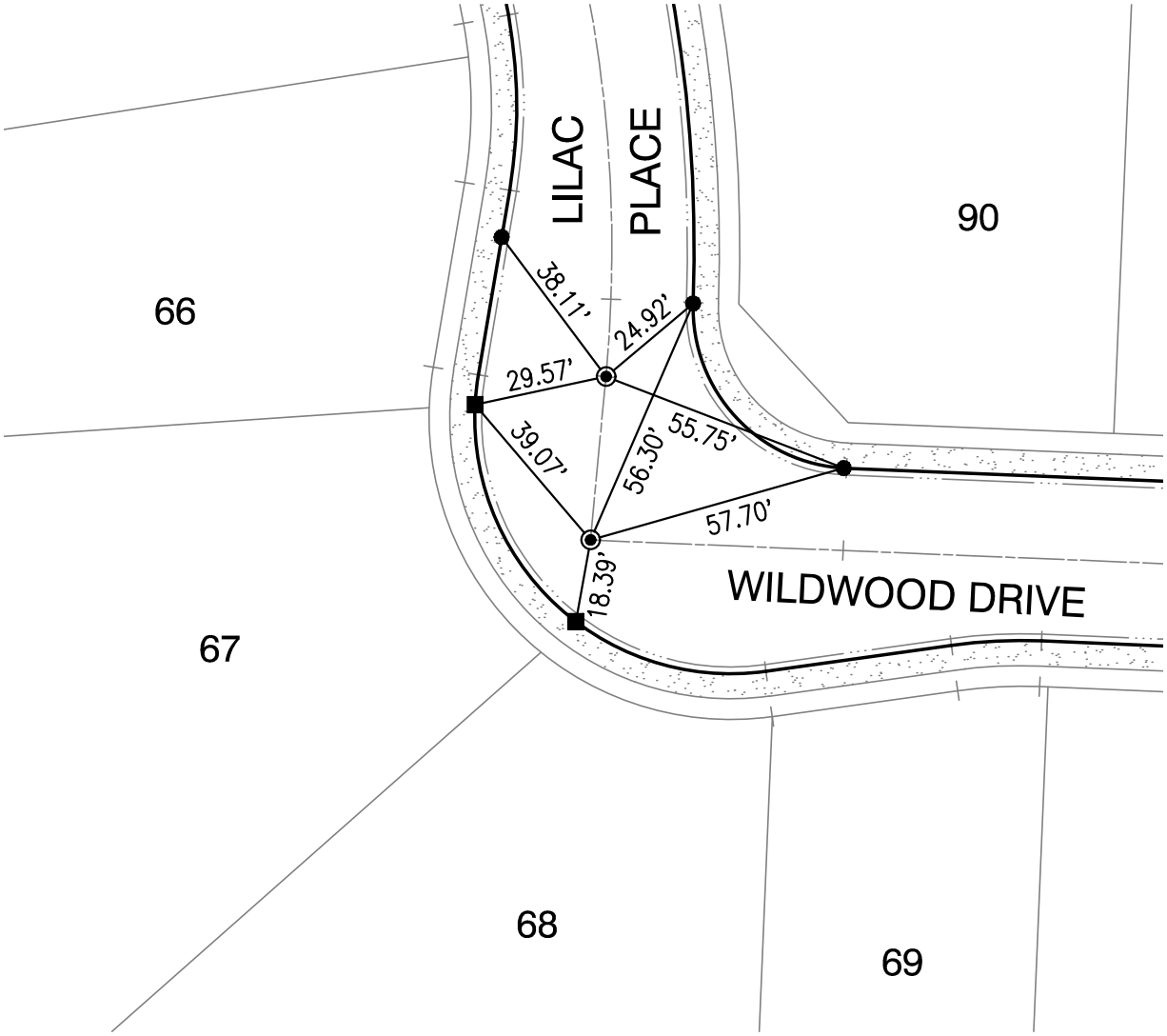


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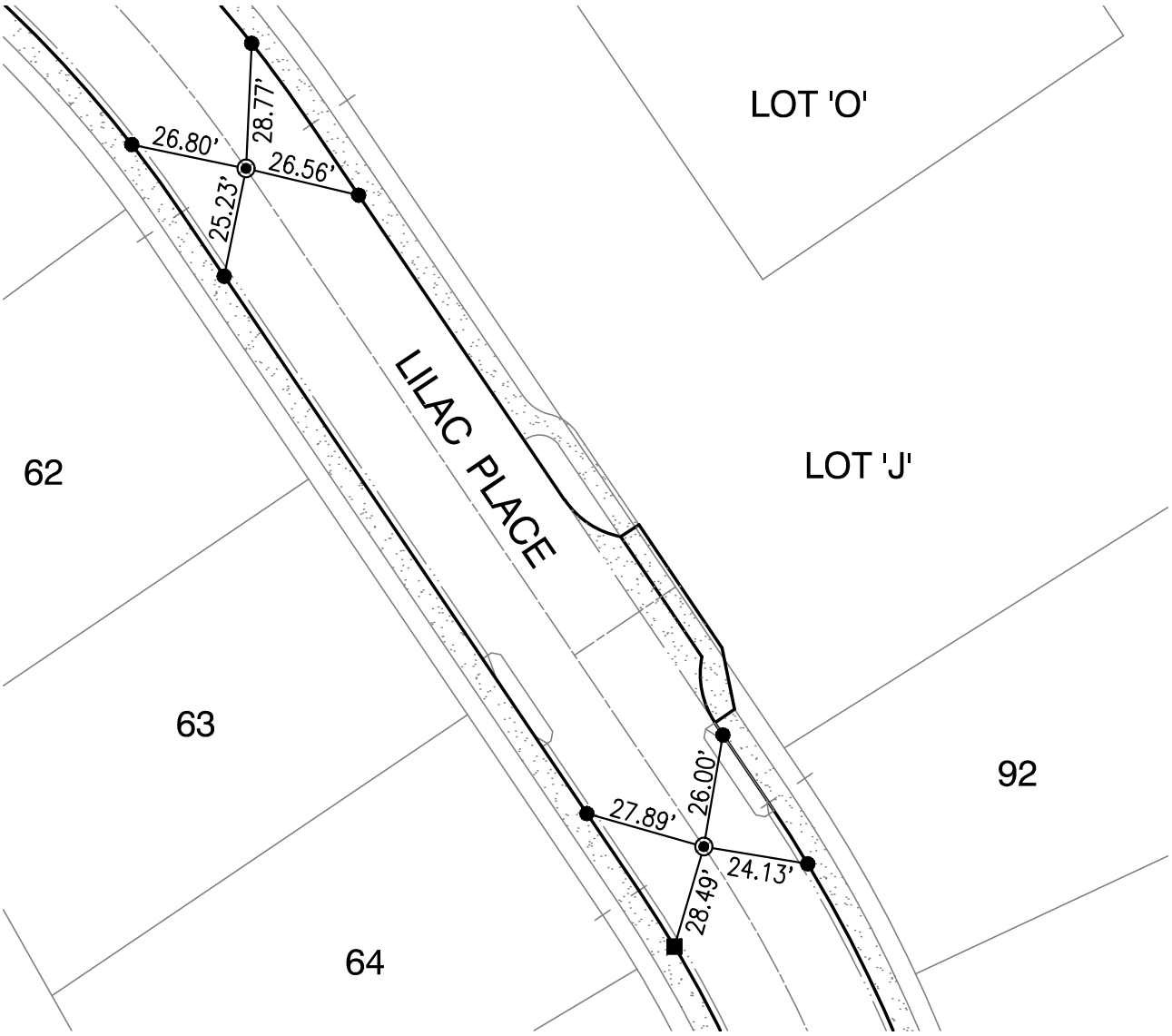
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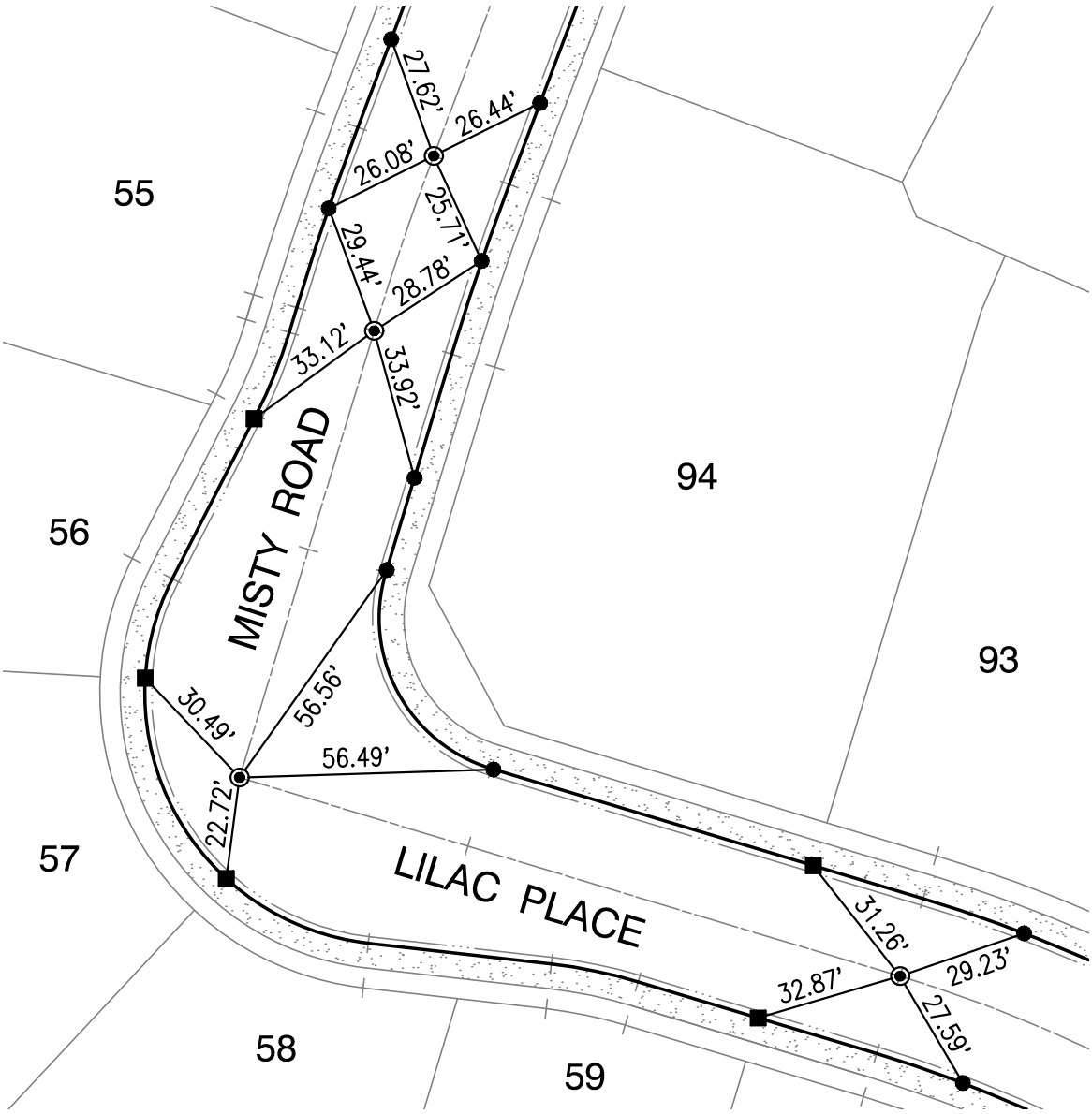
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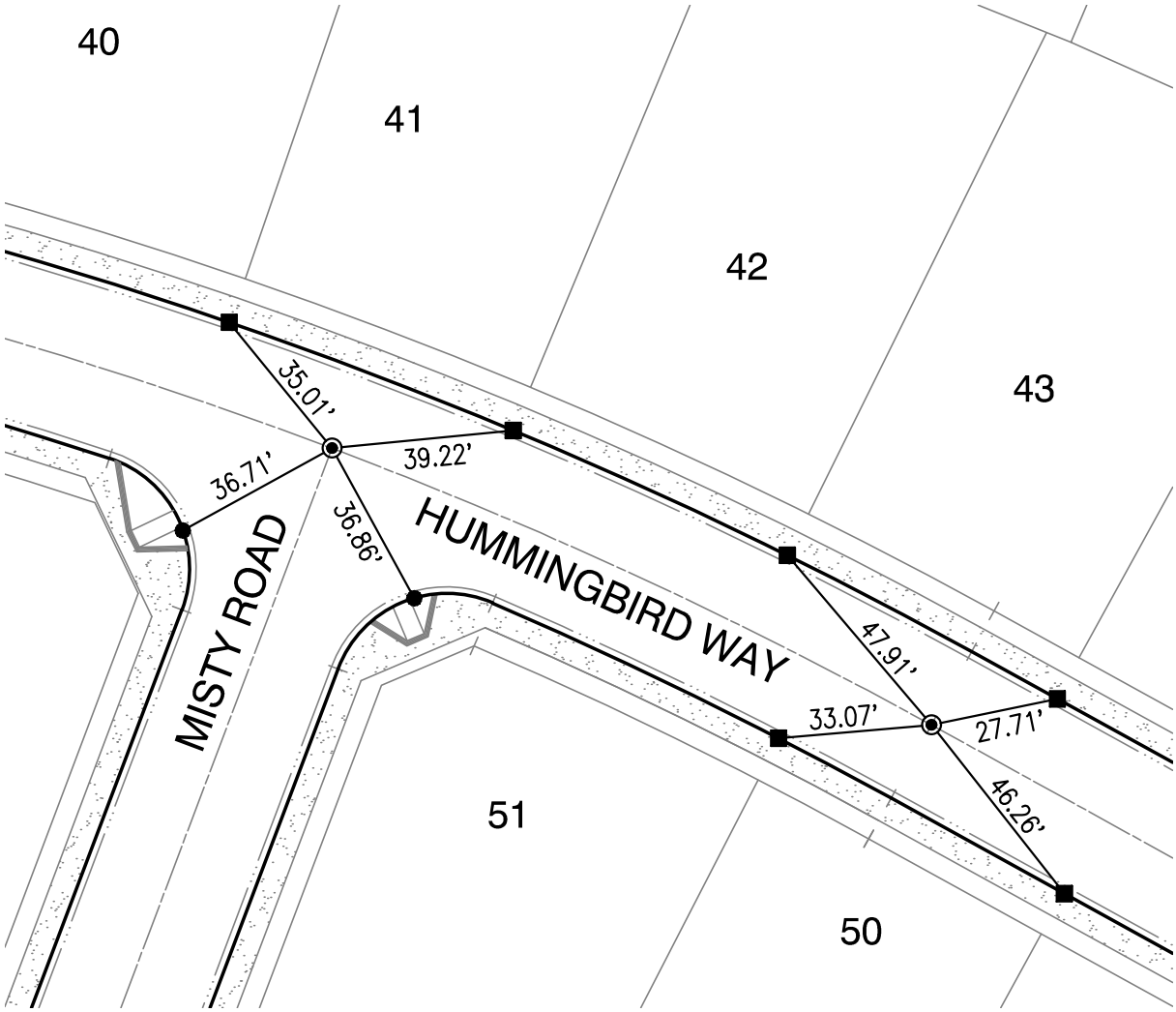


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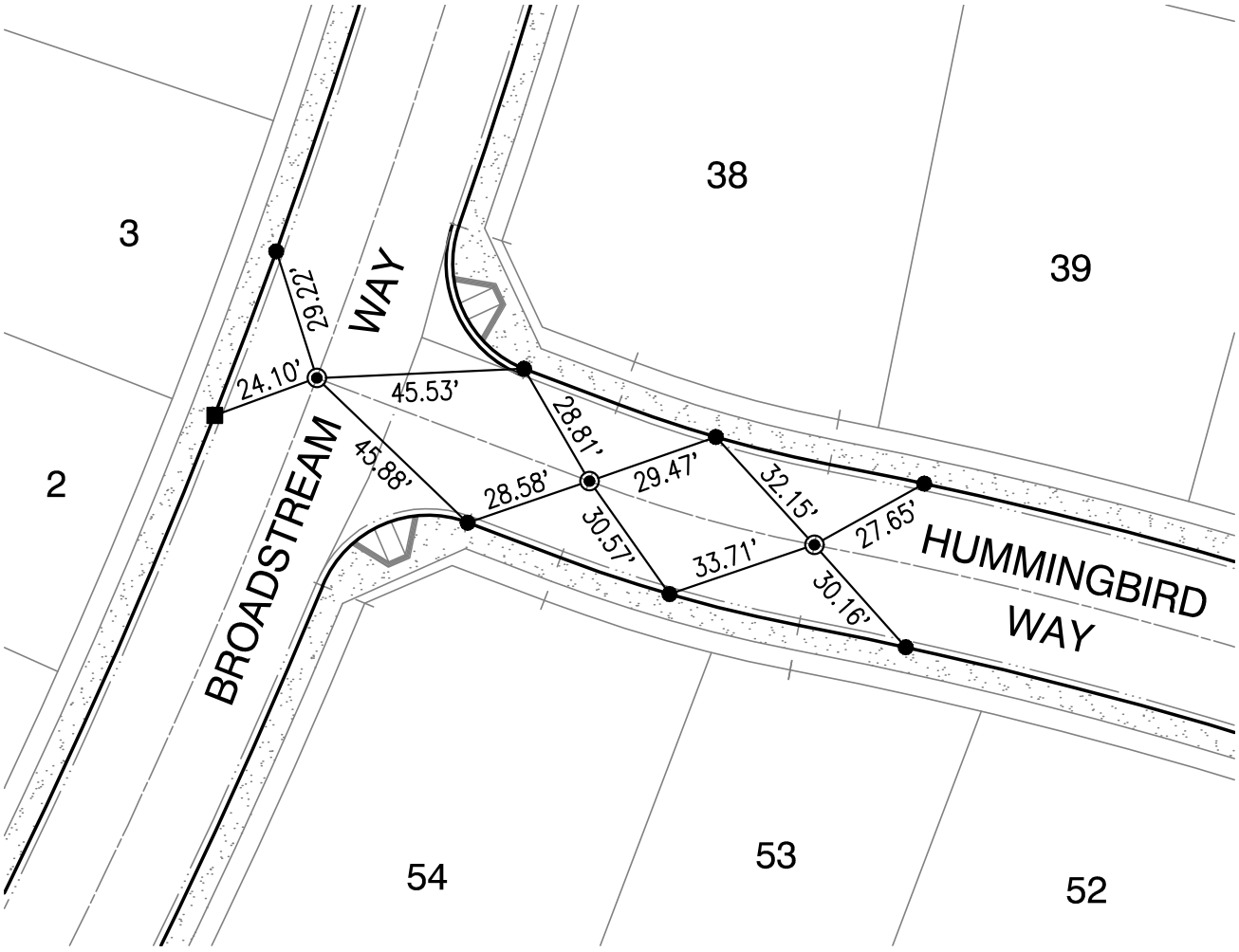
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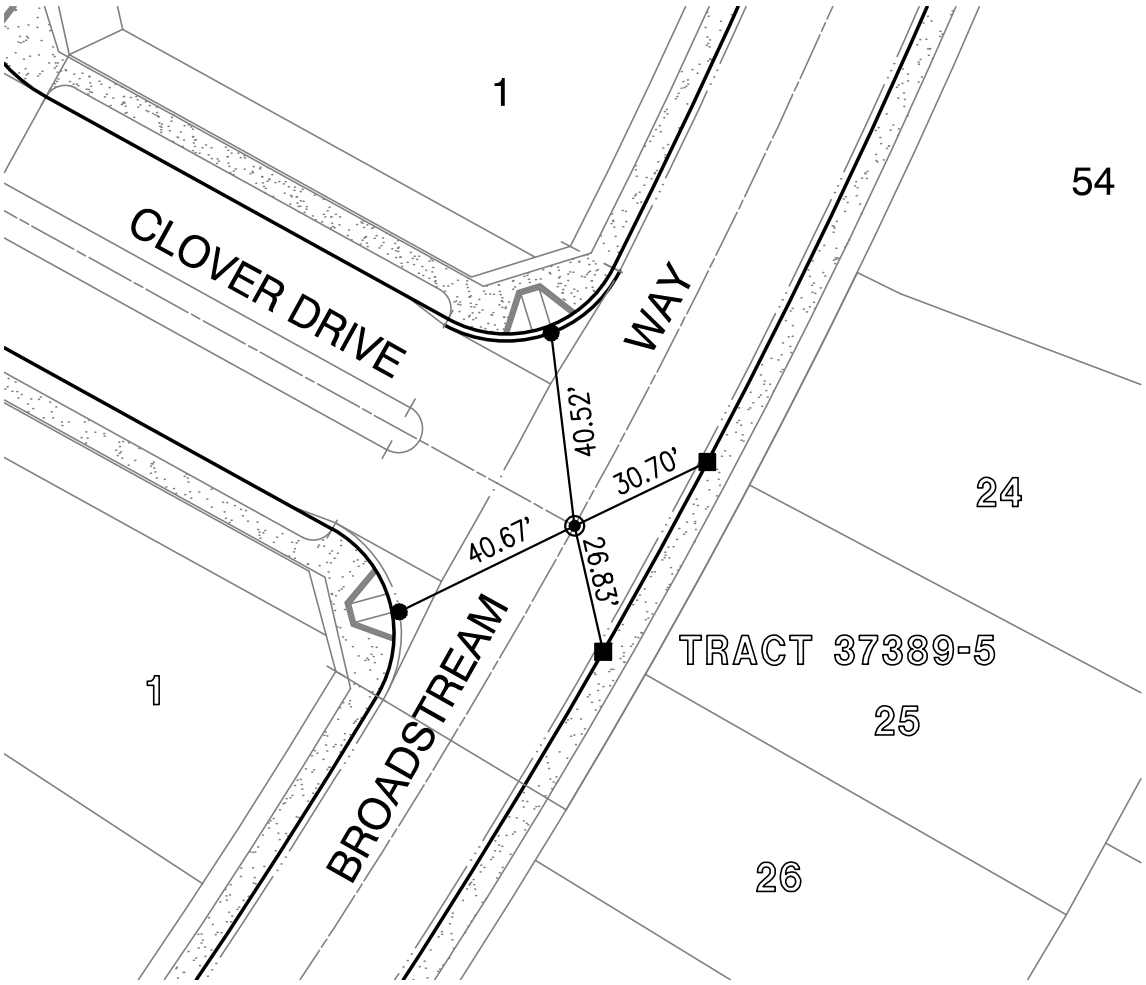


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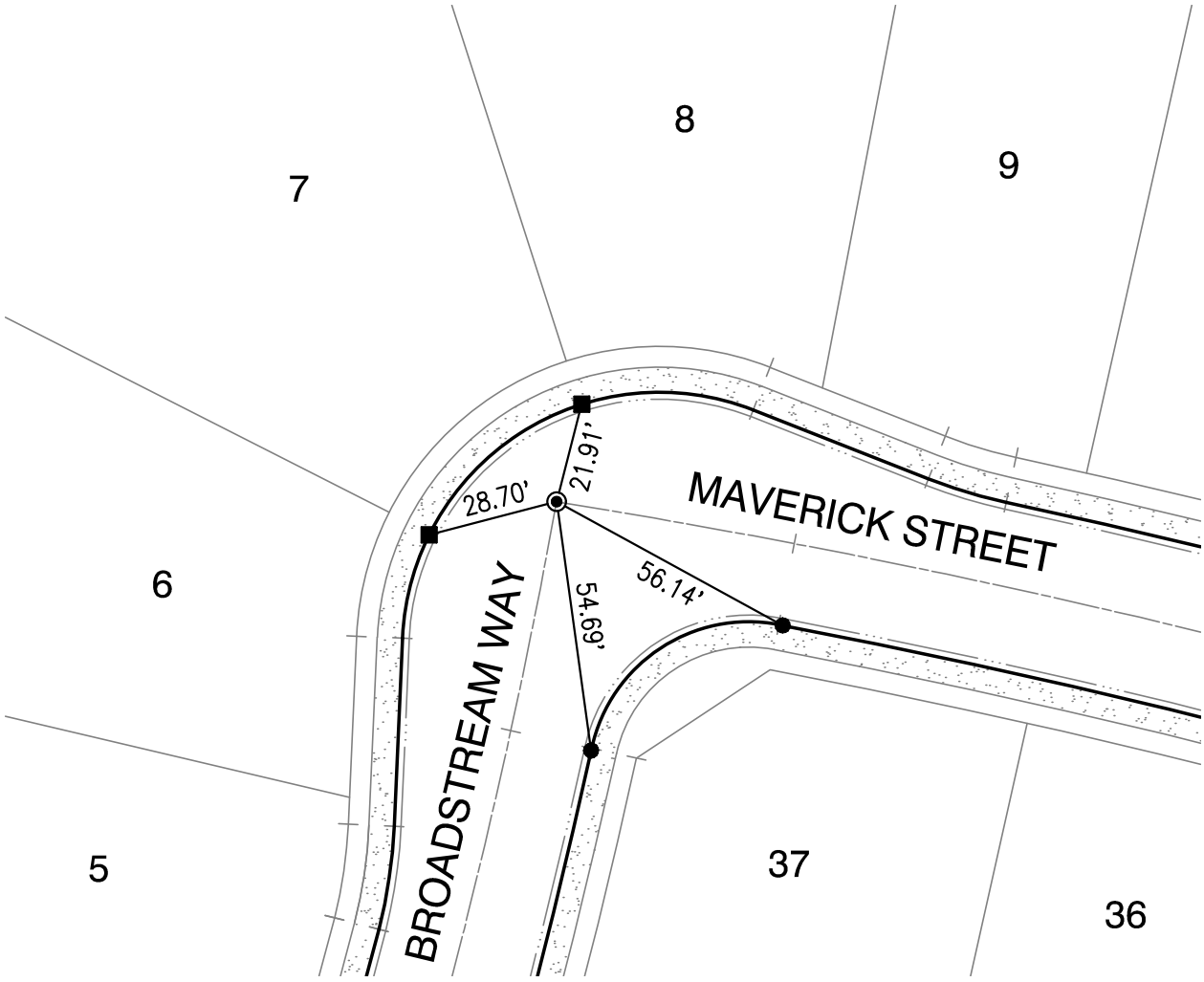


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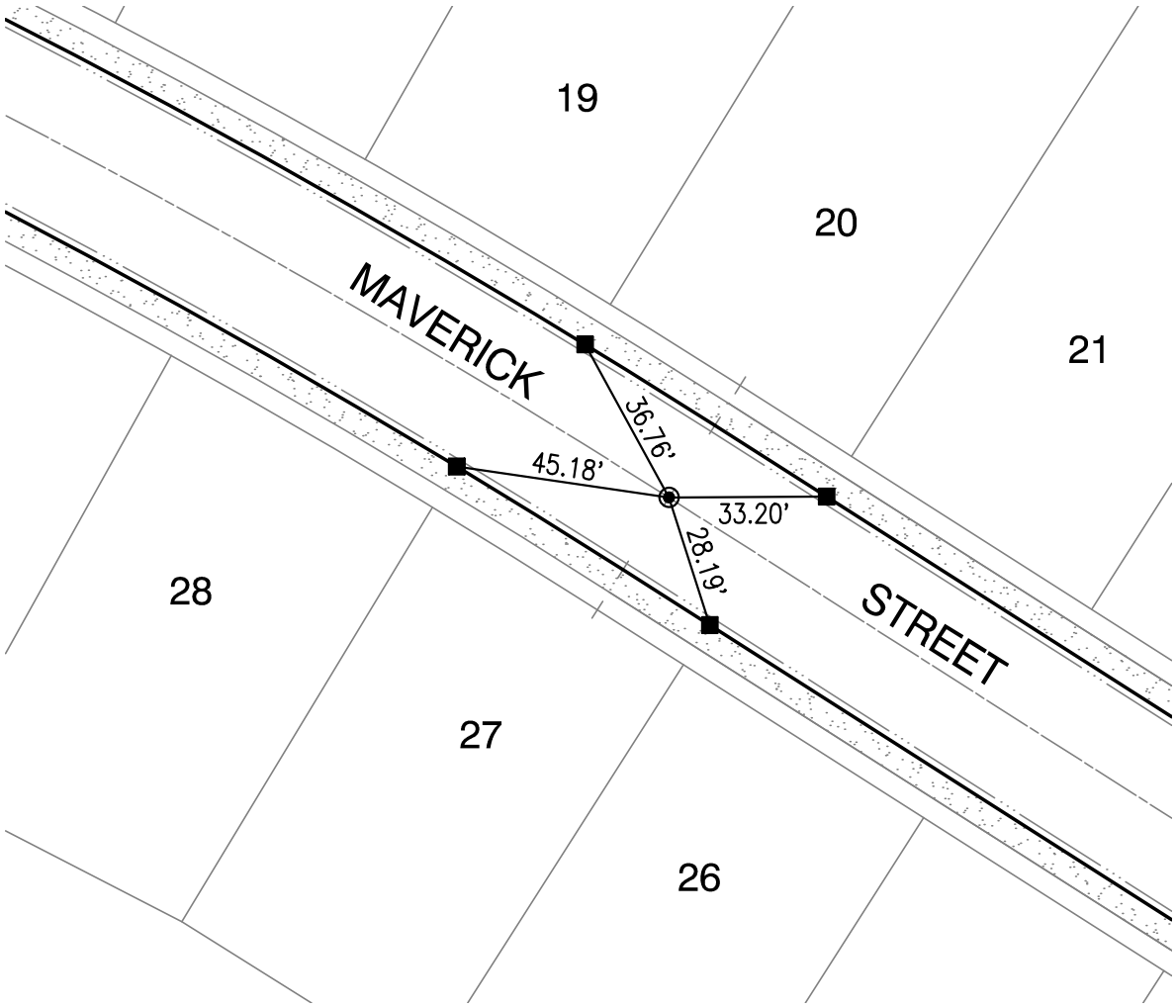


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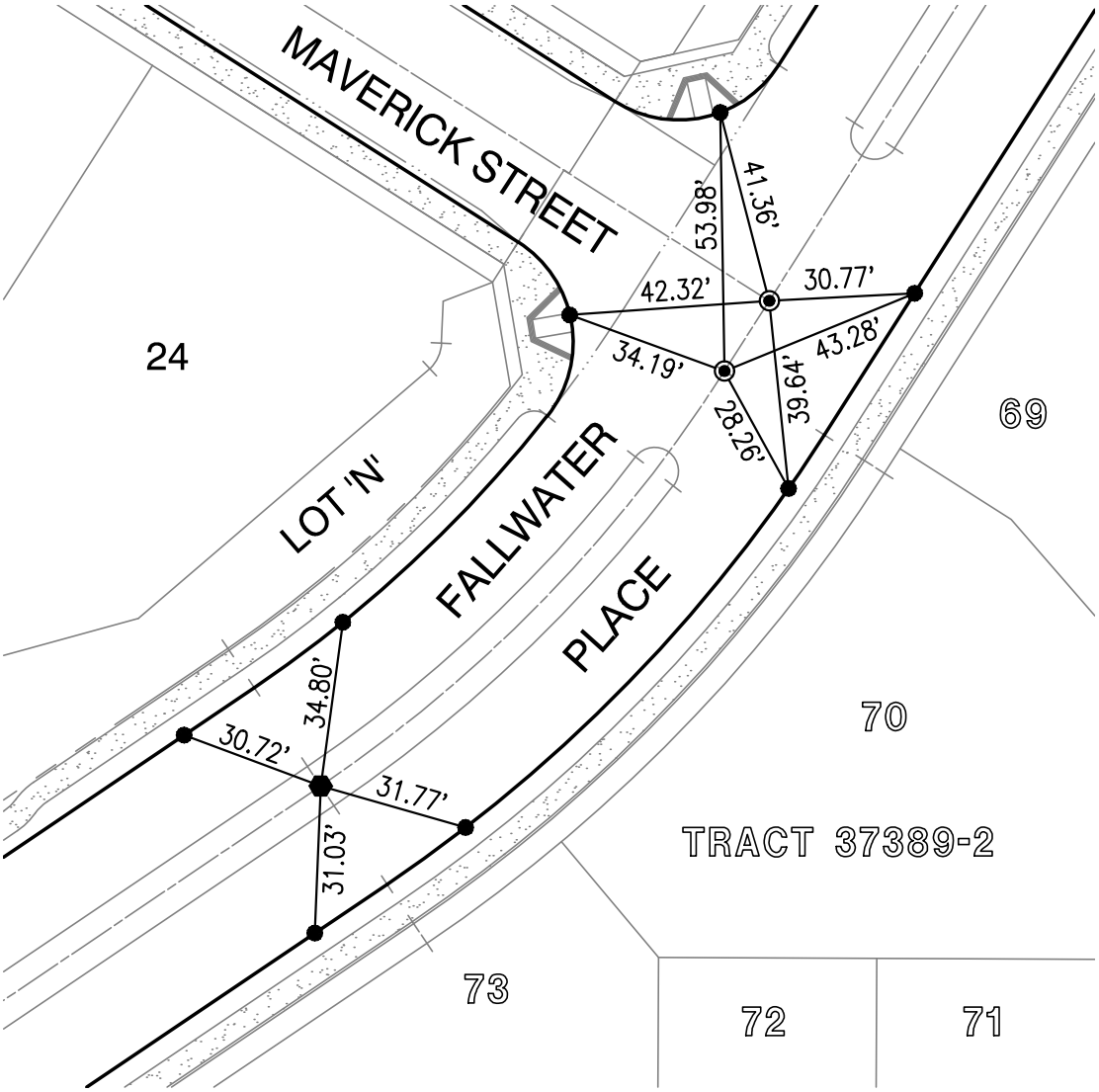
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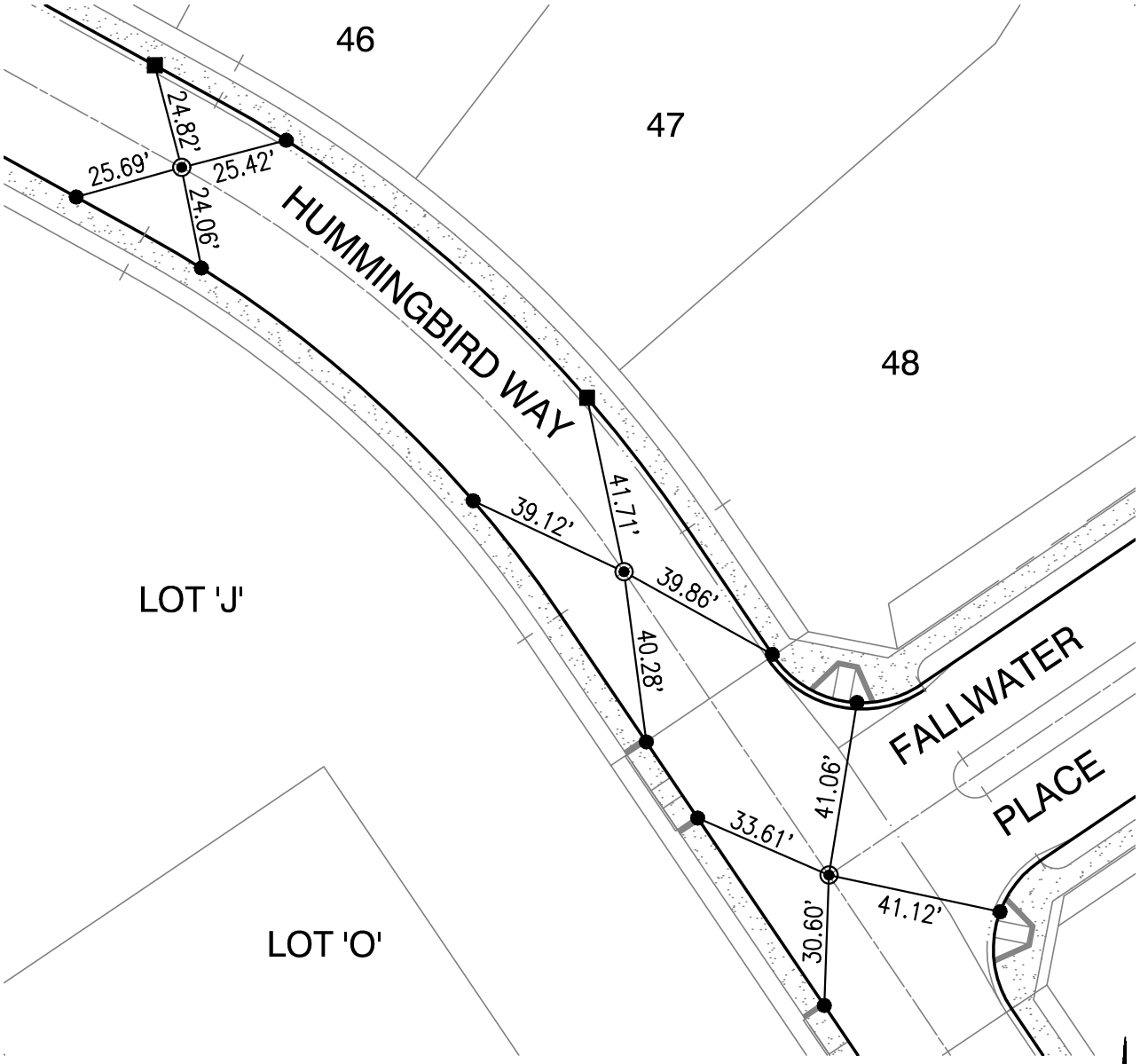


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- ◉ INDICATES SPIKE & WASHER WITH TAG STAMPED "LS 8554"
- ● INDICATES LEAD & TACK IN TOP OF CURB
- ⬢ INDICATES SET 1" IRON PIPE W/ PLASTIC PLUG, DOWN 0.5' AT EDGE OF PAVEMENT

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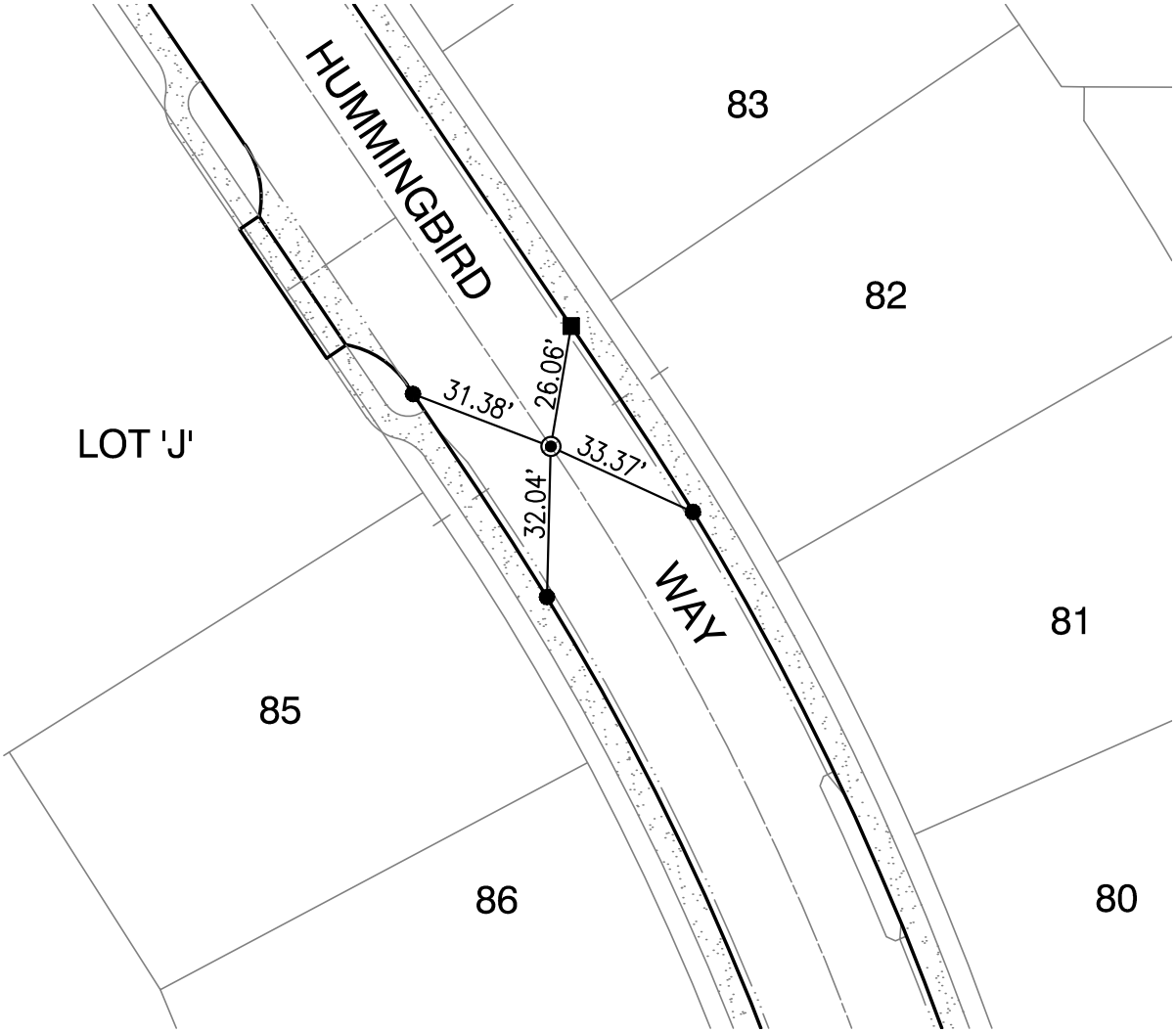


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Bond No. 30159478
Premium: $224 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - PA11 (37389-2) Monumentation
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - PA11 (37389-2) Monumentation; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Sixty Thousand Five Hundred Forty-Seven and 50/100 Dollars ($60,547.50), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc
(Type name of Principal)

1250 Corona Pointe Court, Ste 600
(Street Address)

Corona CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor, Division President
(Title of officer)

Date: 6/16/22

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

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

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: June 10, 2022

APPROVED:

City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On June 16, 2022 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Michael C. Taylor
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023
Seal

TGJ1 TGJ1

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On JUN 1 0 2022 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

JANINA MONROE
Notary Public - California
Orange County
Commission # 2244611
My Comm. Expires Jun 25, 2022

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Adriana Valenzuela, Lisa Marie Saumur, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of February, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of February, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 10TH day of JUNE, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30159478
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell - PA11 (37389-2) Monumentation
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell - PA11 (37389-2) Monumentation; and

WHEREAS, said Agreement is dated June 16, 2022 and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of *** Dollars ($60,547.50), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

***Sixty Thousand Five Hundred Forty-Seven and 50/100**

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc

(Type name of Principal)

1250 Corona Pointe Court, Ste 600

(Street Address)

Corona CA 92879

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Michael C. Taylor, Division President

(Title of officer)

Date: 6/16/22

"SURETY"

The Continental Insurance Company

(Type name of Surety)

2 Park Plaza, Suite 400

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

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: June 10, 2022

APPROVED:

City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside } s.s.

On June 16, 2022 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Michael C. Taylor
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On JUN 1 0 2022 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2244611
My Comm. Expires Jun 25, 2022

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Adriana Valenzuela, Lisa Marie Saumur, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of February, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of February, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 10TH day of JUNE, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

APPROVED BY
CITY OF BANNING

MAY 24 2022

PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	5/20/2022
Approved By:	
Date Approved:	
Tract No.:	37389-2 Monumentation

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
MONUMENTATION				
1" Dia. Pipe (Tract Boundary)	Each	5	$ 100.00	$ 500.00
Spike & Washer	Each	30	$ 75.00	$ 2,250.00
1" Dia. Pipe (Lot Corners)	Each	499	$ 100.00	$ 49,900.00
SUBTOTAL				**$ 52,650.00**
15% Contingency				**$ 7,897.50**
TOTAL				**$ 60,547.50**
			Faithful Performance (100%)	$ 60,547.50
			Labor & Material (100%)	$ 60,547.50

Bond No. 30159482
Premium: $131 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - PA10 (37389-3) Monumentation
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - PA10 (37389-3) Monumentation; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Thirty-Five Thousand Three Hundred Five and no/100 Dollars ($35,305.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc
(Type name of Principal)

1250 Corona Pointe Court, Ste 600
(Street Address)

Corona CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor, Division President
(Title of officer)

Date: June 16, 2022

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On June 16, 2022 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Michael C. Taylor
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: June 10, 2022

APPROVED:

City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On JUN 1 0 2022 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

JANINA MONROE
Notary Public - California
Orange County
Commission # 2244611
My Comm. Expires Jun 25, 2022

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Adriana Valenzuela, Lisa Marie Saumur, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of February, 2022.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of February, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 10TH day of JUNE, 2022.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30159482
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell - PA10 (37389-3) Monumentation
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell - PA10 (37389-3) Monumentation; and

WHEREAS, said Agreement is dated June 16, 2022 and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of *** Dollars ($35,305.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Thirty-Five Thousand Three Hundred Five and no/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc
(Type name of Principal)

1250 Corona Pointe Court, Ste 600
(Street Address)

Corona CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor, Division President
(Title of officer)

Date: 6/16/22

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On June 16, 2022 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Michael C. Taylor
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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(Street Address)

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

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: June 10, 2022

APPROVED:

City Attorney

THE CONTINENTAL INSURANCE COMPANY

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On JUN 1 0 2022 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

JANINA MONROE
Notary Public - California
Orange County
Commission # 2244611
My Comm. Expires Jun 25, 2022

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Adriana Valenzuela, Lisa Marie Saumur, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of February, 2022.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of February, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA (SEAL)

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 10TH day of JUNE, 2022.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

APPROVED BY
CITY OF BANNING
MAY 24 2022
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	5/20/2022
Approved By:	
Date Approved:	
Tract No.:	37389-3 Monumentation

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
MONUMENTATION				
1" Dia. Pipe (Tract Boundary)	Each	44	$ 100.00	$ 4,400.00
Spike & Washer	Each	24	$ 75.00	$ 1,800.00
1" Dia. Pipe (Lot Corners)	Each	245	$ 100.00	$ 24,500.00
SUBTOTAL				**$ 30,700.00**
15% Contingency				**$ 4,605.00**
TOTAL				**$ 35,305.00**
			Faithful Performance (100%)	$ 35,305.00
			Labor & Material (100%)	$ 35,305.00

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk** **Doug Schulze, City Manager**
MEETING DATE:	**October 8, 2024**
SUBJECT:	**Consideration of Resolution 2024-164, Adopting the Revised Banning Procedural Manual**

RECOMMENDATION:

Adopt Resolution 2024-164.

BACKGROUND:

The City of Banning Manual of Procedural Guidelines ("Manual") was last updated on February 14, 2023 with the adoption of Resolution 2023-36. At that time, staff identified a number of deficiencies within the Manual that they would like to address at a future point. These proposed revisions to the Manual address those identified issues.

In addition to structural and verbiage updates, City staff revised the Manual to respond to several areas of concern raised by the City Council since the last revision. On September 10, 2024, the City Council held a Special Meeting - Workshop ("Workshop") to discuss the proposed revisions to the Manual. This workshop provided a forum for staff to explain the proposed changes, and for the City Council to discuss and provide direction on the proposed changes. This Workshop also provided the City Council with the opportunity to raise any other matters they would like to see addressed or revised in the Manual. The current version of the revised Manual that is attached to this staff report contains revisions that reflect the discussions and direction provided by City Council to staff.

JUSTIFICATION:

As discussed during the Workshop, the specific proposed changes to the Manual include:

- Title was revised to be more succinct and clear.
- The word "contract" (only when referring to "contracts and agreements") has been removed as duplicative.
- Article 1 ("Scope of Manual") was revised to provide that: (i) the procedures in the Manual are in addition to Robert's Rules of Order ("Robert's Rules"); and (ii) if there is any conflict between Robert's Rules and the Manual, the provisions of the Manual shall govern.
- Section 3.5 ("Preparation of Agendas") was revised to clarify the process for Legislative Body members to place business items on the regular meeting agenda under "Items for Future Agendas (New Items; Existing Items)."
  Section 3.14 ("Minutes and Recordings") was revised to specify that the minutes are a record of the actions taken by the Legislative Body. This Section was also revised to prohibit Legislative Body members from attaching written comments to the minutes.
- In Section 4.1 ("Generally"), the reference to no minutes taken was removed as it contradicts language in the same section.

- In Section 5.1 (“Order of Business”), the listed order of business for meetings of the Legislative Body was revised to reflect the order of business provided on recent Banning City Council meeting agendas.
- Section 8.3 (“Email and Social Media Policy”) was revised to provide a social media policy for Legislative Body members. This social media policy complies with Assembly Bill 992, which amended certain provisions of the Brown Act to clarify allowable uses of social media under the Act.
- Section 8.5 (“City Manager”) was revised to include a subsection on the City operating under the city manager form of government. This subsection provides that City Councilmembers may not individually provide direction to the City Manager.
- Subsection 10.3(d) (“Reconsider”) was revised to limit the timeframe for making a motion to reconsider to the same meeting that the action was taken or at an adjourned meeting following the meeting at which the action was taken.
- Subsection 10.3(e) (“Adjournment”) was added to clarify the process for adjourning a meeting. Section 10.9 (“Curfew”) was added to the Manual to provide a 10:00 p.m. curfew for City Council meetings. This Section provides that no new matters shall be taken up after 10:00 p.m., except that the meeting may be extended in one-hour increments upon a majority vote of Council members present. This Section supersedes Resolution No. 2016-44.

DISCUSSION:

During the Workshop on the Manual, Councilmember Flynn raised a concern regarding abstention vote-counting requirements. Section 11.3(c) of the current Manual provides that “[a] Legislative Body member abstaining on any other grounds than a conflict under the Political Reform Act shall be counted as present for purposes of a quorum and such abstentions are counted with the majority.” Regarding Section 11.3(c), please find a document attached to this staff report with examples of how other California cities address abstentions in their procedural manuals. As you’ll see, there are some cities that count an abstention (on grounds other than a conflict under the Political Reform Act) with the majority. Also, a couple of the examples in the attached document reference Rosenberg’s Rules of Order. Page 6 of Rosenberg's Rules explains that the default rule is to count all votes that are “present and voting” (i.e., abstention votes are not counted as votes on a motion, but members who abstain are counted as “present” for purposes of determining quorum).

In terms of Councilmember Flynn’s comments on the abstention vote-counting requirements in Robert’s Rules, the somewhat relevant provisions from Robert’s Rules appear to be the following:

- Sec. 44:1 (Majority Vote – the Basic Requirement): “… it means more than half of the votes cast by persons entitled to vote, excluding blanks or abstentions …”
- Sec. 44:9 (Modifications of Usual Bases for Decision): “Voting requirements based on the number of members present - a majority of those present … etc., - … are generally undesirable. Since an abstention in such cases has the same effect as a negative vote, these bases deny members the right to maintain a neutral position by abstaining. For the same reason, members present who fail to vote through indifference rather than through deliberate neutrality may affect the result negatively. When such a vote is required, however, the chair must count those present immediately after the affirmative vote is taken …”

That said, the City Attorney's Office recommended not revising the current language of Section 11.3(c) (i.e., counting abstentions with the majority, if not due to a conflict under the PRA), unless the City Council provides direction to staff to revise this Section.

FISCAL IMPACT:

Currently there are no fiscal impact of the proposed changes.

ALTERNATIVES:

Do not adopt Resolution 2024-164 and provide alternate direction to staff.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2024-164, Manual of Procedural Guidelines.docx
2. Exhibit A - Banning Procedural Manual - CLEAN.docx
3. Redlined Banning Procedural Manual
4. 2023 02 14_Manual of Procedural Guidelines_Resolution 2023-34.pdf
5. Section 11.3_Other Cities Comparison.docx

RESOLUTION 2024-164

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ADOPTING THE AMENDED CITY OF BANNING MANUAL OF PROCEDURAL GUIDELINES

WHEREAS, on October 23, 2012, this City Council adopted Resolution No. 2012-83 approving the Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings ("Manual"); and

WHEREAS, on April 23, 2013, the City Council adopted Resolution 2013-48 amending Article VII – Public Comment and Presentations – of the Manual to encompass and provide guidance for groups making presentations to the City Council and amend the time limit to speak during public comments to allow for up to five minutes to speak during a noticed public hearing; and

WHEREAS, on November 12, 2013, the City Council adopted Resolution 2013-103 adopting amendments to the Manual relating to decorum at legislative body meetings; and

WHEREAS, on May 26, 2020, the City Council adopted Resolution 2020-67 adopting time limits for public comments on items not on the agenda; and

WHEREAS, on February 14, 2023, the City Council adopted Resolution 2023-34, amending the Manual to add a City Treasurer's Report under "Announcements and Reports" on the agendas of all regular meetings of the City Council; and,

WHEREAS, the City Council held a Special Meeting – Workshop to discuss proposed changes to the Manual on September 10, 2024.

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

SECTION 1. The City Council approves the amended City of Banning Manual of Procedural Guidelines attached hereto as Exhibit A.

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 8th day of October 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 2024-164, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 8th day of October 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 Manual of Procedural Guidelines

CITY OF BANNING
MANUAL OF PROCEDURAL GUIDELINES

Adopted October 23, 2012, by City Council Resolution 2012-83
Amended April 23, 2013, by City Council Resolution 2013-48
Amended November 12, 2013, by City Council Resolution 2013-103
Amended May 26, 2020, by City Council Resolution 2020-67
Amended February 14, 2023, by City Council Resolution 2023-34
Amended October 8, 2024, by City Council Resolution 2024-164

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ARTICLE 1 – SCOPE OF MANUAL

ARTICLE 1 – SCOPE OF MANUAL

1.1 Application of Rules

This Manual (the "Manual") shall establish the procedures for the conduct of all meetings of Banning's City Council, Successor Agency to the Banning Community Redevelopment Agency, Housing Authority, Utility Authority, Financing Authority and other constituent governing bodies, and commissions including, but not limited to, the Planning Commission, Parks and Recreation Commission, Youth Council, Historic Preservation Commission, and Budget and Finance Committee.

This Manual rescinds and supersedes all prior City Council resolutions setting forth rules of procedure for the conduct of meetings by City Legislative Bodies (defined below). Wherever there is a conflict between this Manual and any prior City resolution, the terms and rules in this Manual shall govern. Resolutions more specifically superseded by this Manual include, without limitation, the following:

- City of Banning Resolution No. 2020-67;
- City of Banning Resolution No. 2013-103;
- City of Banning Resolution No. 2013-48;
- City of Banning Resolution No. 2012-83
- City of Banning Resolution No. 2004-43;
- City of Banning Resolution No. 2003-06;
- City of Banning Resolution No. 2000-41;
- City of Banning Resolution No. 1999-31;
- Banning CRA Resolution No. 2010-13; and
- Banning CRA Resolution No. 1990-04.

1.2 Definitions

The following definitions shall apply to these rules and procedures:

Agenda	The document that outlines topics to be discussed during a meeting.
Staff Report	A document prepared by City Staff containing information and a recommendation about certain action(s) by the Legislative Body.
Agenda Packet	The agenda with accompanying staff reports for each agenda item.

Legislative Body	Any quorum of any council, board, commission or standing committee (as defined in Government Code § 54952), or other governing body of the City of Banning that is subject to the Brown Act (Government Code § 54950 *et seq.*). This includes the Banning City Council, Banning Successor Agency to the former Redevelopment Agency, Banning Housing Authority Board, Banning Utility Authority, Banning Financing Authority, Planning Commission, Parks and Recreation Commission, Youth Council, Historic Preservation Commission, and Budget and Finance Committee, and any standing committee subject to the Brown Act. The term "Legislative Body" does not include Non-Governing Bodies, as defined below.
Presiding Officer	The Chairperson of the Legislative Body. For example, this refers to the Mayor when read in the context of the City Council, the Board Chair in the cases of the Successor Agency to the Redevelopment Agency and/or the Housing Authority, and the Chair of any Commission.
Vice Chair	The vice chairperson to the Presiding Officer. For example, the Vice Chair means the Mayor Pro Tem in the case of the City Council, the Vice Chairperson in the cases of the Successor Agency to the former Redevelopment Agency and/or Housing Authority, and the Vice Chairperson of any Commission.
Clerk/Secretary	The person responsible for taking and maintaining the record of proceedings for all meetings, preparation of agendas, calendar clerk, and custodian of rules, resolutions, ordinances and Legislative Body records. For example, the Clerk/Secretary refers to the Administrative City Clerk in the case of the City and the Agency Secretary in the cases of the Successor Agency to the former Redevelopment Agency and/or the Housing Authority.
General Counsel	The legal advisor to the Legislative Body, such as the City Attorney in the case of a City Council meeting, or Agency Counsel in the cases of the Successor Agency to the former Redevelopment Agency and/orHousing Authority.
City Manager	The Chief Executive Officer of the City, the Successor Agency to the former Redevelopment Agency, Housing Authority, Financing Authority and Banning Utility Authority. The City Manager may serve as the Secretary to the Successor Agency or Housing Authority, and the City Manager can designate appropriate staff to serve as the Clerk/Secretary to any Commission of the City.

Non-Governing Bodies	Wholly advisory committees and bodies that are not subject to the provisions of the Brown Act.
Sub-Legislative Bodies	Such advisory committees which are subject to the Brown Act but are not "governing" Legislative Bodies.
Adjourned Meeting	A meeting that is the continuation of a regular or special meeting which deals with unfinished business of the regular or special meeting.

These rules and procedures are enacted pursuant to authority granted by Government Code Sections 36813 and 54954. The purpose of this Manual is to provide procedures for Legislative Bodies that are consistent with the Brown Act and also to establish procedures that are convenient for the public and contribute to the orderly conduct of any Legislative Body's business. The procedures herein are in addition to, and not in place of, Robert's Rules of Order and any applicable ordinances and statutes. In the event of conflict between this Manual and applicable ordinances or statutes, the latter shall govern. In the event that any state statute referenced herein is renumbered, the reference herein shall be deemed to refer to the successor statute dealing with the same subject matter. If there is any conflict between Robert's Rules of Order and this Manual, the provisions of this Manual shall govern.

ARTICLE 2 – MEETINGS

ARTICLE 2 – MEETINGS

2.1 Regular Meetings

Unless otherwise specified by a resolution or ordinance applicable to a specific Legislative Body, the regular meetings of all Legislative Bodies shall be held on the second and fourth Tuesday of each month at the time designated by the Legislative Body, in the Council Chambers at City Hall, 99 East Ramsey Street, Banning, California 92220, or at such other locations as the Legislative Body may from time to time designate by resolution, in the order of adjournment, or in the notice or call of any special meeting. In the event the day of a meeting shall be a legal holiday, said meeting shall be held on the next business day.

2.2 Special Meetings

The Presiding Officer may, when he or she deems it expedient, or upon the written request of a majority of the Legislative Body, call a special meeting of the Legislative Body for the purpose of transacting the business designated in the call. The means or method for calling such special meeting shall be as set forth in the Brown Act as it now exists or may hereafter be amended. At such special meeting, no business shall be considered other than as designated in the call.

2.3 Special Emergency Meetings

A special emergency meeting may be called by the Presiding Officer or by a majority of the Legislative Body where an emergency exists:

(a) A work stoppage, terrorist act or threat, crippling disaster or other activity which severely impairs public health or safety as determined by the majority of the Legislative Body; or

(b) Such other circumstance specified by State law as authorizing the conduct of an emergency meeting. Any special emergency meeting shall be called, noticed, and conducted only in accordance with the procedures set forth in State law.

2.4 Attendance

A majority of members of the Legislative Body shall constitute a quorum. Less than a majority may adjourn from time to time and may compel the attendance of absent members. Except for City Council, any member who fails to attend any of the meetings of the Legislative Body for 60 consecutive days, unless such absences are excused, shall surrender the office, and be deemed to have surrendered the office. An absence is "excused" in non-emergency circumstances if the member provides the Clerk/Secretary with at least forty-eight (48) hours advance written notice of the member's intended absence. In emergency circumstances, which is limited to a physical or family medical emergency that prevents a member from attending a meeting, an absence is "excused" if the member provides written notice of the member's intended absence as soon as possible prior to the meeting.

2.5 Workshops

The Legislative Body may meet informally in conference or “”workshops” regarding concerns of the Legislative Body to interchange information, provided that all discussions and conclusions shall be informal. Such meeting shall be called in the same manner as for special meetings or adjourned meetings, as applicable, and be subject to the Brown Act. Each notice shall indicate that an opportunity for public comment shall be provided before any matter shall be determined. When a meeting has been designated a Workshop, the Legislative Body shall not take any action with respect to the matter under review except with prior public notice, appearing on a properly posted agenda, of such intent to take action.

ARTICLE 3 – NOTICE & AGENDA

ARTICLE 3–NOTICE AND AGENDA

3.1 Notice and Agenda for Regular Meetings

For every regular Legislative Body meeting, the Clerk/Secretary, or their designee, shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all the items of business to be discussed at the meeting as set forth herein. The notice and agenda may be combined in a single document.

The notice and agenda must be posted at least seventy-two (72) hours before the regular meeting in a location freely accessible to the public twenty-four (24) hours a day during the seventy-two (72) hour period and where the notice and agenda is not likely to be removed or obscured by other posted material. Specifically, the notice and agenda shall be posted at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

CITY HALL LOBBY
CITY OF BANNING WEBSITE

3.2 Notice and Agenda for Special Meetings

For every special meeting, the Clerk/Secretary, or their designee, shall post a written notice specifying the time and place of the special meeting and the business to be transacted must be sent to each member of the Legislative Body (unless the member has filed a written waiver of notice with the Clerk/Secretary) and to each local newspaper of general circulation, and radio or television station that has requested such notice in writing. The notice shall serve as the agenda for the special meeting and shall contain a brief description of all the items of business to be discussed at the meeting as set forth herein.

The notice for a special meeting shall be conspicuously posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to the public twenty-four (24) hours a day and where the notice is not likely to be removed or obscured by other posted material. Specifically, the notice shall be posted at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

CITY HALL LOBBY
CITY OF BANNING WEBSITE

3.3 Notice and Agenda for Adjourned Meetings

The Legislative Body may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. If a quorum is not present, less than a quorum may so adjourn. If all members are absent from any regular or adjourned regular meeting, the Clerk/Secretary may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be delivered personally to each member of the Legislative Body at least twenty-four (24) hours before the adjourned meeting. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special, or adjourned special meeting was held, within twenty-four (24) hours after the time of adjournment. When a regular or adjourned regular

meeting is adjourned as provided herein, the resulting adjourned regular meeting shall be a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings. If the subsequent meeting is conducted within five (5) days of the original meeting, matters properly placed on the agenda for the original meeting may be considered at the subsequent meeting. If the subsequent meeting is more than five (5) days from the original meeting, a new agenda must be prepared and posted pursuant to Government Code Section 54954.2.

3.4 Affidavit of Posting

Immediately following the posting of the notice and agenda, the Clerk/Secretary, or their designee, shall complete an Affidavit of Posting, in a form to be developed by the Clerk/Secretary. The Affidavit of Posting shall indicate the time of the posting, the location(s) ofthe posting, and shall be signed under penalty of perjury. The Clerk/Secretary shall retain allsuch affidavits, together with a copy of each notice and agenda so posted. The affidavit, notice, and agenda shall be retained at least two (2) years subsequent to the date of posting, and pursuantto Government Code Section 34090, shall not be destroyed by the Clerk/Secretary thereafter except in accordance with the City's record retention policies.

3.5 Preparation of Agendas

Barring insurmountable difficulties, the agenda shall ordinarily be delivered to the members of the Legislative Body on Friday (as an informal deadline) preceding the meeting to which it pertains. The agenda shall also be available to the general public at the time it is delivered to the members of the Legislative Body, or in any case as required by the Brown Act.

Any Legislative Body member may have the City Manager place any business on the agenda that should be discussed under the item of the regular meeting agenda titled "New Items." Any Legislative Body member desiring to present a subject for the Legislative Body's consideration shall advise the City Manager's office of that fact not later than **12:00 noon on the Tuesday** of the week preceding the meeting at which the member wishes the subject to be considered. The matter shall then be listed on the next agenda for discussion under Item 11 (New Items) of the regular meeting agenda. The Legislative Body shall then determine whether the proposed item should be a future agenda item for discussion and deliberation by consensus. The City Manager shall advise the Legislative Body member of constraints affecting staff's ability to produce an agenda report, and when the matter should be scheduled.

Notwithstanding the foregoing, the City Manager generally has responsibility for setting the agenda for the Legislative Body (except for any other legislative body where the responsibility may be assigned to the City Manager's designee) and may place matters on the agenda in accordancewith the City Manager's evaluation of administrative priorities and resource capacities of the City.

3.6 Description of Matters

All items of business to be transacted or discussed at a meeting of the Legislative Body, shall be briefly described on the agenda. The description may, but need not, set out the specific action or alternatives which will be considered by the Legislative Body, but should contain sufficient detail so that a person otherwise unaware could determine the general nature or subject matter of the item by reading the agenda. The description of closed session matters shall meet the requirements of Government Code Section 54954.2 and, where applicable, Section 54954.5. Matters may be designated as "New Items" and listed for the sole purpose of determining if they will be on a future agenda.

3.7 Action Items

(a) Items may formally be adopted by an ordinance, a resolution, minute order, or other motion (thereafter recorded by minute entry). Technically, all three are equally as legally effective and binding but vary in the formality of respective memorialization. While most actions will be presented to the Legislative Body in a written form prior to, or at, the meeting, the Legislative Body may amend any proposed action as written by carried motion of the Legislative Body at the time of its presentation for adoption. If an action as written is amended by the Legislative Body, it shall be revised to reflect the Body's amendments for later execution by the Presiding Officer.

(b) Besides ordinances and resolutions, action can be taken by motion and recorded as a minute order. A "minute order" denotes a Legislative Body action which is recorded simply by an item entered in the minutes of the meeting at which it was accomplished, and no separate document is made to memorialize it.

(c) As a general rule, a recorded majority of the quorum for a Legislative Body may take an action. However, for the City Council, resolutions, orders or the payment of money, and all ordinances require a recorded majority vote of the total membership of the City Council. Some actions, such as the passage of an urgency ordinance or adoption of a resolution of necessity to condemn property, require a super-majority vote. Under the Political Reform Act of 1974, a member with a financial conflict of interest regarding a matter before the member's board must leave the room while that matter is being discussed, heard, or acted on, so that member cannot be counted towards the quorum for that matter.

3.8 Resolutions

(a) A "resolution" is a formal action with findings taken by the Legislative Body, generally pre-prepared in writing, designated by sequential number, and reference to which shall be inscribed in the minutes and an approved copy of each resolution filed in the official book of resolutions of the Legislative Body. Resolutions are used when specifically required by law, when needed as a separate evidentiary document to demonstrate findings or to be transmitted to another governmental agency, or where the frequency of future reference back to its contents warrants a separate document (with the additional "whereas" explanatory material it often recites) to facilitate such future reference and research.

(b) A resolution may be adopted at the same meeting it is presented. Where a resolution has been prepared in advance, the procedure shall be: motion, second, discussion, vote pursuant to methods prescribed in Article 10, and result declared. It shall not be necessary to read a resolution in full or by title except to identify it.

(c) Where a resolution cannot reasonably be prepared in advance of a meeting, the Legislative Body may instruct the City Manager or the General Counsel to prepare aresolution for presentation at the next Legislative Body meeting. Where urgent, a resolution may be presented verbally in motion form together with instructions for written preparation for later execution. After the resolution has been verbally stated, the voting procedure in Article 10, shall be followed.

3.9 Ordinances (*City Council Only*)

(a) The City Council is the only Legislative Body empowered to amend the Banning Municipal Code by adoption of ordinances.

(b) Ordinances, other than urgency ordinances, require at least two readings at different meetings held at least five days apart with the first reading considered to be introduction of the ordinance and the second adoption.

(c) A waiver of further readings requires a majority vote of the Council members present and voting. The waiver of further reading may be accomplished by one vote for all ordinances presented on the agenda of the present meeting. Government Code Section 36934.

(d) The Clerk/Secretary shall prepare copies of all proposed ordinances for distribution to all members of the City Council at the meeting at which the ordinance is introduced, or at such earlier time as is expedient. Ordinances shall be numbered and kept by the Clerk/Secretary with the same formality as resolutions as described above in Section 3.8.

(e) An urgency ordinance is an ordinance adopted for the immediate preservation of the public peace, health, and safety, containing a declaration of facts constituting the urgency. An urgency ordinance takes effect immediately and requires a four-fifths vote of the City Council for passage pursuant to Government Code Section 36937.

3.10 Agreements

When any agreement is to be considered by the Legislative Body, the complete agreement, if complete in form for execution, shall be made a part of the agenda package presented to the Legislative Body and shall be made available for viewing by the public within the time frames required under the Brown Act and/or the California Public Records Act (Government Code Sections 7920.000 *et seq.*). The Legislative Body may choose to leave the final form of the contract to the discretion of General Counsel if the Legislative Body has determined the general conditions of the contract.

3.11 Limitation of Actions by Agenda

No action or discussion shall be taken by the Legislative Body, on any item not appearing on a posted agenda, subject only to the exceptions listed in Section 3.13 below. "Action taken" as used herein shall mean a collective decision made by a majority of the Legislative Body, a collective commitment or promise by a majority of the Legislative Body to make a positive or a negative decision, or an actual vote by a majority of the Legislative Body upon a motion, proposal, resolution, order, or ordinance.

3.12 Public Comment Period

Pursuant to Government Code Section 54954.3, every agenda posted for any meeting shall contain an item entitled "Public Comment" in order to provide for an opportunity for the public to address the Legislative Body on items of interest to the public within the Legislative Body's subject matter jurisdiction. The public comment period should be conducted in accordance with Article 6.

3.13 Exceptions to Agenda Requirement for Action Taken

The Legislative Body may take action at a meeting on an item not appearing on the agenda for that meeting only under one of the following circumstances:

(a) Upon a majority determination that an "emergency situation" exists that is either (i) a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, or (ii) a dire crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a Legislative Body to provide one-hour notice before holding an emergency meeting may endanger the public health, safety, or both. All discussion of such emergencies must be in open session.

(b) Upon a determination by a two-thirds (2/3) vote of the Legislative Body, or if less than two-thirds (2/3) of the Legislative Body are present by a unanimous vote of those members present, that the need to take action arose subsequent to the agenda posting. For the purposes of this subsection, the term "need to take action" shall mean those circumstances whose occurrence creates a situation which is materially different from that which existed at the time the agenda was posted, and which requires the immediate attention of the Legislative Body. The mere failure of any person to notify the Legislative Body or staff of a pre-existing situation requiring Legislative Body attention until after the time for the posting of the agenda shall not be deemed to constitute a "need to take action" hereunder. If the Legislative Body makes a determination pursuant to this subsection, the minutes of the meeting at which the determination is made shall reflect what circumstances gave rise to the "need to take action" and why the item could not be placed on the agenda.

3.14 Minutes and Recordings

(a) An account of the actions taken in all proceedings of the Legislative Body in open meetings shall be kept by the Clerk/Secretary. The Clerk/Secretary shall prepare a record of the actions taken by the Legislative Body during open meetings, which when adopted by the Legislative Body shall be the official Minutes of the meeting. Amendment of the Minutes may be

made only as to factual accuracy of the actions taken and not as to a change of intent. The Minutes of the meetingshall not be verbatim or summary. Only the best and most complete available audio recording of the meeting shall constitute the official record of the Legislative Body, but the Minutes shall constitute the official record of the Legislative Body meeting where a verbatim audio record of the meeting is not available.

(b) If members of the Legislative Body make comments during a meeting of the legislative body, the members may not request that the Clerk/Secretary attach written comments to the Minutes that are verbatim of the comments made during the meeting.

(c) Any recording of a meeting made by or at the direction of the Legislative Body is a public record that must be retained and made available to the public in accordance with the Public Records Act. The Legislative Body must provide to the public, without charge, equipment to review the recording.

ARTICLE 4 – CLOSED SESSIONS

ARTICLE 4 – CLOSED SESSIONS

4.1 Generally

The Legislative Body may hold closed sessions during a regular or special meeting, or at any time otherwise authorized by law, to consider or hear any matter which it is authorized by State law to hear or consider in closed session. Public comment shall be permitted on closed session matters prior to the closed session. If a closed session is included on the agenda, the description of the item shall meet the requirements of and shall identify the statutory basis for the closed session. During closed session, the Legislative Body shall exclude all persons which it is authorized by State law to exclude from a closed session. There shall be no closed session during any special emergency meeting. Closed session may not be held regarding a matter not listed on a properly posted agenda for closed session except upon the Legislative Body first taking action to place the item on the agenda as a closed session item as permitted by law.

4.2 Persons Authorized

Persons present in the closed session shall be only those persons necessary to the discussion of the matter under consideration. All other persons shall be excused. The Clerk/Secretary shall attend each closed session of the Legislative Body and keep and enter into a minute book a record of any reportable decisions made at the meeting, unless attendance is excused.

4.3 Confidentiality

The minute book for any closed session is not a public record and shall be kept confidential and shall be available only to members of the Legislative Body or as otherwise provided by law. (Government Code § 54957.2(a).) No person attending a closed session shall publicly discuss or otherwise reveal the proceedings in the closed session unless such publication has been approved by the vote of the Legislative Body taken during the closed session or as otherwise required by law. Violation of this rule shall subject the violator to censure by the Legislative Body as provided in Section 9.5 herein.

4.4 Public Reports

Before recessing into closed session, the Presiding Officer or General Counsel shall announce that the Body is recessing into closed session and shall name each closed session topic that will be discussed in closed session in at least as much detail as provided on the agenda.

Upon leaving closed session, the Presiding Officer or General Counsel shall report publicly any reportable actions taken on a closed session matter and, if any vote was taken, shall announce that the matter was put to a vote, the results of the vote, and how each Legislative Body member voted.

ARTICLE 5 – ORDER OF BUSINESS

ARTICLE 5 – ORDER OF BUSINESS

5.1 Order of Business

The order of business of each meeting shall be as contained in the agenda prepared by the Clerk/Secretary unless the majority of the Legislative Body members consent to take items out of order. The order of business at meetings of the Legislative Body may be as follows, in accordance with the procedures specified below:

1. Call Meeting to Order.
    - Pledge of Allegiance
    - Roll Call
2. Agenda Approval.
3. Presentations.
4. Closed Session Report, if applicable.
5. Public Comments, Correspondence, Appointments, and Reports.
6. Consent Items. (See Section 5.3 below.)
7. Public Hearings.
8. Reports of Officers.
9. Discussion Items.
10. Announcements from Legislative Body Members.
11. Items for Future Agendas (New Items; Existing Items).
12. Adjournment.

5.2 Call to Order

The meeting of the Legislative Body shall be called to order by the Presiding Officer, or the Vice-Chair in the Presiding Officer's absence. In the absence of both the Presiding Officer and Vice Chair, the meeting shall be called to order by the Clerk/Secretary and the three Legislative Body members present shall elect by majority vote a Presiding Officer for that meeting.

5.3 Consent Items

Matters of a routine or generally uncontested nature and non-controversial, shall be placed on the agenda as Consent Items and may be approved by the Legislative Body in a single motion by adoption of the Consent Calendar. Matters of a routine or generally uncontested nature and non-controversial may include a matter where the City Manager believes (i) the matter would most likely be unanimously approved by the Legislative Body, or (ii) there is not likely to be public comment on the matter, or (iii) a public presentation of the matter would not be particularly beneficial to the community or public interest. The approval of the Consent Calendar shall signify the approval of each matter or recommendation included therein. All matters on the Consent Calendar shall be the subject to public comment procedures in Article 6. Upon the request of any member of the Legislative Body or upon the request of a member of the public made throughthe Presiding Officer, a matter may be removed from the Consent Calendar for separate discussion and/or action. Any such item shall be considered as part of the Excluded Consent Calendar. Each matter proposed for consideration as part of the Consent Items, including any recommended action, shall be described on the notice and agenda posted for the meeting. Ordinances shall not be

placed on the Consent Calendar for approval unless the ordinance has first been read or the reading of the ordinance has been waived as required by law.

5.4 City Representatives and Advisory Bodies *(City Council Only)*

(a) From time to time the Council may be required to assign a representative of the City to non-City boards, commissions, or organizations (e.g., boards or commissions of another agency or joint powers authority). Except as otherwise required by law or by the policies of the non-City organization, the Mayor shall make all such appointments of City representatives on non-City organizations after consultation with the City Council. Council appointments to non-City organizations shall be considered and made with the goal of keeping the appointee in the organization for a long enough period of time that the appointee may gain seniority and/or a position of leadership within the organization. This goal shall be construed to mean that the same appointee should remain within a non-City organization for at least two years where reasonably possible and convenient for said appointee. Nothing herein, however, shall be construed to limit or waive the City Council's power to remove appointees pursuant to subsection (c) below.

(b) The City Council shall have the power to establish advisory committees, commissions, other Legislative Bodies and Non-Governing Bodies. Any committee which is (i) established by ordinance, resolution, or other formal action, (ii) has a fixed regular meeting schedule, (iii) has continuing subject matter jurisdiction over a non-temporary issue, (iv) which continues to conduct business in excess of 180 days, or (v) has a majority membership of officials from other Legislative Bodies, shall be subject to the provisions of the Brown Act.

Advisory bodies and committees may take the following form:

i) The Council may, as the need arises, authorize the appointment of "ad hoc" Council committees composed of two members. Except where otherwise specifically provided by law, the Presiding Officer shall appoint the members of the Council committees, subject to the approval of the Council. Any committee so created shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority vote of the Council.

ii) The Council may, subject to the Brown Act, create other committees, boards, and commissions, whether Legislative Bodies or Non-Governing Bodies, to assist in the conduct and operation of the City government with such jurisdiction and duties as the Council may specify. Except as otherwise required by law, the Mayor shall make appointments of members to such committees, boards, or commissions subject to the approval of the Council. The procedure of filling vacancies and provision of notice thereof shall be subject to the provisions of the Maddy Act (Government Code, Sections 54970-54974).

iii) Sub-Legislative Bodies, including Non-Governing Bodies, shall be responsible for reporting the Body's activities to the City Council. The members of a Sub-Legislative Body or Non-Governing Body shall operate within the jurisdiction established by the Council and shall not have authority to make subcommittees unless specifically granted such authority by action of the City Council. Staff members may be assigned to assist any Council-created committee by the City Manager; staff members so assigned shall not be members of the committee unless specifically appointed as such by action of the Council.

(c) Absent any other provision to the contrary, members of any non-City organization, or City committees, boards or commissions may be removed by the Council without cause by a majority vote of the City Council. Any member of the City Council may place the question of such removal on the agenda. Any committees, boards, or commissions so created may be abolished by a majority vote of the City Council by repeal of the enacting ordinance or resolution.

5.5 Budgets

The City Council shall have the power to approve the City budget, and each Legislative Body shall have the power to approve the budget of funds specifically apportioned to control of that Legislative Body (e.g., the Successor Agency Board shall approve the budget of the Agency and the Housing Authority Board shall approve the budget of the Authority). Approval of the budget constitutes approval of a proposed plan of expenditures and revenues. It does not constitute an authorization for expenditure. With respect to any given expenditure the applicable procedure shall be followed. Adoption of the budget does not, unless otherwise specified by resolution, constitute authorization for any specific employment class or position.

5.6 Items from Members, the City Manager, and the City Treasurer

(a) There is a specific item on the agenda - "Announcements from Legislative Body Members" - for receiving general comments, announcements, and/or suggestions from members of the Legislative Body. This can be used to inform the public concerning upcoming events, report on members' attendance at conferences and seminars, and for requests by members that staff look into specific matters. These matters may not be discussed, opined upon, or deliberated, and if they do not concern a matter on the agenda, shall be handled by the Presiding Officer according to the same procedures set out for Public Comment in Section 6.2. No action may be taken on such matters without being placed on a subsequent agenda.

(b) There is an agenda item referred to as "New Items." Matters are listed under this item pursuant to Section 3.5 where a member has asked that the matter be scheduled for discussion of whether a future staff report should be prepared. The listing of the matter allows a discussion of whether a staff report should be prepared, or it may be held in the "Existing Items" section of the agenda to keep track of if the City Council determines that a staff report should be prepared for a future agenda.

(c) There is an agenda item referred to as "City Manager's Report." This may be used by the City Manager similarly to the item for members of the Legislative Body in Subsection (a) above to make announcements without separately listing the matter on the agenda,and subject to the same restriction that there may be no discussion or action on such matter.

(d) There is an agenda item referred to as "City Treasurer's Report." The City Treasurer shall attend the meetings of the Legislative Body, unless excused. The City Treasurer may report on (i) the activities of the Budget and Finance Committee, and (ii) the duties of the City Treasurer as imposed under State law, except such duties otherwise delegated by the City Council to the City Clerk or the Administrative Services Director.

(e) There is an agenda item referred to as “City Council Committee Reports.” Under this agenda item, City Council members may report on meetings of committees that City Council members are assigned to attend.

ARTICLE 6 – PUBLIC COMMENT AND PRESENTATIONS

ARTICLE 6– PUBLIC COMMENT AND PRESENTATIONS

6.1 City Council Meeting Presentations

City Council presentations are for providing information to the Mayor and Council, City management, and the community about activities of interest and value, including activities, events and infrastructure projects relating to the City, honors and celebrations for organizations, corporations and residents which reflect their service to the Banning community, honors, and recognitions for City staff for outstanding service or commitment to the City's mission and goals. **Please Note:** This is not the appropriate time to seek funds from the City and/or endorsements from City Council or discuss politics.

All presentations are to be no more than five minutes in length, including all speakers for the group being recognized. Please see the attached "Exhibit B" for a complete copy of the Banning City Council Meeting Presentation Policy contained and incorporated as an exhibit to this Manual.

6.2 Public Comment

At the beginning of any Legislative Body meeting, the public shall be afforded the right to comment on any and all issues (not on the agenda) within the subject matter jurisdiction of the Legislative Body. Such general public comment on non-agendized issues shall be taken at the beginning of the meeting under a "Public Comments" heading. Each speaker will be limited to a maximum of three (3) minutes to provide comments on non-agendized issues. With regard to matters not on the agenda, the Legislative Body may ask questions of persons whoraise new matters during the Public Comment period or otherwise. However, all Legislative Body questions must be limited to facts-only informational inquiries, and the Legislative Body may not discuss the merits, express any opinions, or ask questions that convey opinions or thought processes with respect to any non-agendized issue. The public shall also be afforded the right to comment on every item appearing on the agenda prior to the Legislative Body's consideration of that item, as provided in Section 6.5 below.

6.3 Time Limitations

The time limit to speak for public comments is five (5) minutes during a noticed public hearing and to provide comments on all other agendized items, provided that these limits do not apply to a project applicant speaking at a public hearing pursuant to Article 7. All such time limits shall be noticed on the agenda for the meeting. Notwithstanding these time limits, the Presiding Officer has the full prerogative to maintain meeting order and decorum as provided in Section 9.1 and Article 9 generally, and the Presiding Officer may reasonably reduce the time if there are a significant number of speakers or extend time if he/she finds such extension is reasonably necessary to allow the speaker to complete his/her message without repetition or unnecessary tangents.

6.4 Reserved

6.5 Additional Procedures for Public Comment on Agenda Items

(a) Members of the public shall have the opportunity to address the Legislative Body on each and every item listed on the agenda. Public comment on agenda items must be heard prior to the Legislative Body's consideration/discussion of the item. Public comments on an agenda item may be heard either in combination with the Public Comment period at the start of the meeting, or at the time the Legislative Body opens the item, or both, as determined by the Legislative Body and set forth in the agenda.

(b) The purpose of the public comment period is to receive input from the public, not to create a debate between the Members and the public. Members should generally refrain from debating members of the public during the period for public comment, but if Members desire to clarify comments by members of the public, they may ask factual questions, and if necessary, should do so during the public comment period.

(c) The Presiding Officer should clearly open and close the public comment period. After the close of the public comment period or after a motion has been made, no member of the public shall address the Legislative Body without first securing permission of the Presiding Officer.

ARTICLE 7 – NOTICED PUBLIC HEARINGS

ARTICLE 7– NOTICED PUBLIC HEARINGS

7.1 Public Hearings; Notice; Fairness

(a) Matters noticed to be heard by the Legislative Body shall commence at the time specified in the notice of hearing, or as soon thereafter as is reasonably possible, and shall continue until the same has been completed or until other disposition of the matter has been made.

(b) Legislative Body members shall not overtly or implicitly promise a particular action by City staff or by any Legislative Body. Where a Legislative Body member is contacted about an issue that will be presented to any Legislative Body of the City, it is appropriate to give a brief overview of City policy, to refer to City staff for further information, or to suggest that the concern be brought to the whole Council at the hearing or Council meeting, as appropriate.

(c) All public hearing notices shall be issued and published in compliance with any statutory notice requirements applicable to the particular hearing at issue and such notice shall inform interested persons of the statute of limitations to challenge the validity any action taken Legislative Body on such matter.

(d) In all matters before a Legislative Body, whether public hearing or otherwise, the Legislative Body must judge the matter fairly and without personal bias. Although every Legislative Body member has a right to their own personal opinions, Legislative Body members should by their demeanor show an ability to listen to a variety of viewpoints and demonstrate a reasonable willingness to consider all sides of an issue before them. For quasi-adjudicative matters involving public hearings, the members of the Legislative Body shall not prejudice the matter prior to the public hearing, shall be fair and impartial, and shall decide the matter based upon the evidence and the statutorily required findings.

(e) For such matters, Legislative Body members should avoid expressing an opinion or divulging their thought process until after the public hearing has been completed.

7.2 Continuance of Hearings

(a) Any hearing being held or noticed or ordered to be held by the Legislative Body may, by order or notice of continuance, be continued, or re-continued to any subsequent meeting in the manner provided for adjourned meetings.

(b) When it is the decision of the Legislative Body to continue an item, which appears on the agenda, prior to hearing any report, testimony or taking evidence on the item, the Legislative Body may make such intent known at the beginning of the meeting. At that time, the public shall be offered the opportunity to speak regarding the intent to continue the item. At the time regularly scheduled for the hearing of the item, the Legislative Body shall then take action to continue the item after again informing the public of the intent to continue the matter. No testimony or evidence shall be taken at that time unless the speaker will not be available at the continued hearing date.

(c) When the Legislative Body has continued the public hearing on an item after its commencement, persons testifying at the first public hearing shall be permitted to again address the Legislative Body on the item at the renewed hearing subject to the finding of the Presiding

Officer that the testimony is redundant. Upon such finding the time allotted fortestimony by the individual may be summarily reduced.

(d) Continuances of a public hearing to a date certain need not be re-noticed unless (i) the hearing has not been continued to a date certain, or (ii) has been continued three or more times and the Presiding Officer believe confusion may be created as to the time of the hearing.

7.3 Conduct of Hearings

(a) When a matter for public hearing comes before the Legislative Body, the Presiding Officer shall request that staff present the staff report and any other relevant evidence, but the presentation of the staff report prior to the formal opening of the public hearing shall not prevent its consideration as evidence. Any such evidence shall be made a part of the record of the public hearing. The Presiding Officer shall permit members of the Legislative Body to ask questions of staff but should prevent expressions of opinion by members of the Legislative Bodybefore the conduct of the hearing.

(b) The Presiding Officer shall thereafter open the public hearing and inquire if there are any persons present who desire to address the Legislative Body on the matter. Any person desiring to speak or present evidence upon being recognized, may speak or present evidence relevant to the matter being heard. Any testimony shall be truthful.

(c) Members of the Legislative Body who wish to ask questions of the speakers, during the public hearing portion, may do so but should be mindful that the purpose of the public hearing is to obtain testimony and evidence from the speakers, and not to debate the merits of the matter with speakers. Members should avoid debate and expressions of personal opinion until after the close of the public hearing. Unlike public comment periods, generally there should be no response to speaker comments until after the close of the hearing. The Presiding Officer shall conduct the hearing in such a manner as to afford due process to all affected persons.

(d) All persons interested in the matter being heard by the Legislative Body shall be entitled to submit written evidence or remarks, as well as other graphic evidence. All such evidence presented shall be retained by the Clerk/Secretary as part of the record. Each speaker may only speak once during the public hearing unless the Legislative Body requests additional clarification later in the process.

(e) Upon closing of the public hearing by the Presiding Officer, no additional public testimony shall be solicited or received by the Legislative Body without reopening the public hearing. If, however, the Legislative Body receives relevant new evidence after the close of the public hearing and such new evidence may impact the Legislative Body motion or vote, the Legislative Body may re-open the public hearing to obtain public comments upon such new evidence.

(f) The Presiding Officer has the prerogative to establish special rules, such as to require group spokesmen, to limit the number of speakers, to limit the total time for testimony, to allow speakers to give time to others, or otherwise control the hearing, provided that (i) speakers are treated fairly, and that (ii) any such special rules are announced in advance of their application. The Presiding Officer always retains the prerogative to cut off speakers who are unduly repetitious,

and to permit the extension of time to speakers.

7.4 Extra-Meeting Contacts on Matters Set for Public Hearing

(a) Legislative Body members should minimize their contacts with, applicants, or other persons who will be the subject of a quasi-adjudicative public hearing matter to be heard before the Legislative Body. Legislative Body members should avoid extra-meeting contacts with persons who will be the subject of a public hearing before the Body or with advocacy groups or special interests.

(b) If a Legislative Body member is contacted directly by such person outside the meeting setting, the member shall refrain from expressing any viewpoints or thought processes to the person until after the public hearing. The Legislative Body member may explain that they are unable to express any viewpoint on the matter until all evidence has been heard in the course of a public hearing and should encourage any such person to present their position in writing or orally at the public hearing.

(c) At the commencement of the public hearing, the Legislative Body member must disclose publicly any extra-meeting contacts or discussions had which may be relevant to the decision.

(d) The limitations set forth in this Section shall not be read as preventing a Legislative Body member from inspecting a site that will be relevant to a public hearing, although such sight inspection should be disclosed on the record at the beginning of the public hearing.

ARTICLE 8 – MEETING OFFICERS

ARTICLE 8 - MEETING OFFICERS

8.1 Presiding Officer

(a) The meeting shall be presided over and chaired by the Presiding Officer, or, in the Presiding Officer's absence, the Vice Chair. The Presiding Officer shall have the authority to rule any speaker out of order, including speakers during the public comment period if the subject raised is not within the subject matter jurisdiction of the Legislative Body, or during a public hearing if the speaker is not presenting testimony or evidence relevant to the matter which is the subject of the public hearing. The Presiding Officer shall have the responsibility for the conduct of meetings in an orderly manner and to prevent the obstruction of business, and in carrying out this responsibility shall have the authority to give the floor to any member of the Legislative Body or the public by recognizing them, to prevent the misuse of legitimate forms of motions or privileges, to take matters up out of order, to caution speakers as to disruptive behavior, and to order any persons willfully interrupting the meeting to be removed from the room, including as provided in Article 9.

(b) The Vice Chair shall generally take the place of the Presiding Officer in the absence of the Presiding Officer. In the absence of the Vice Chair, the Presiding Officer may call any other member to take his or her place as Presiding Officer; such substitution not to continue beyond adjournment.

(c) Any determination made by the Presiding Officer may be appealed by the making of a Motion to Appeal the Ruling by any other member of the Legislative Body. The Presiding Officer's determination will stand unless a majority of the Legislative Body members vote in favor of the Motion to Appeal the Ruling, in which case the ruling of the Presiding Officer will be overridden. The Motion to Appeal the Ruling is governed by the Chart of Motions attached as Exhibit A.

8.2 Representation of Legislative Body

(a) The Mayor is the designated representative of the City and the City Council for purposes of presenting and expressing the official City position on an issue. If individual members of the Council or other Legislative Bodies are contacted by the media for a statement of official City position, the member should refer such inquiries to the Mayor. Otherwise, public or media statements by a Legislative Body member should be clearly characterized as comments upon a personal viewpoint.

(b) Members of the City Council may use official City letterhead to correspond with other public officials and with consultants, but any such correspondence shall state that the views expressed therein are personal and not the position of the City unless the City Council has officially adopted such position. No other Legislative Body may take a position officially representing the City unless authorized to do so by the City Council.

8.3 Email and Social Media Policy

(a) Members of the Legislative Body are provided with City email accounts which may be utilized for the conduct of City business, including communications with constituents.

Members should be aware that all such communications may be subject to the Public Records Act (Government' Code Section 7920.000 *et seq.*). The use of private email accounts for City business may also make them subject to disclosure.

(b) Members of the Legislative Body are subject to the Brown Act in the use of email and social media.

(c) Email communications may not be used to develop a collective consensus or decision on any matter. Email communications to the entire Body should be avoided but may be permitted to provide factual information, such as arranging an event, where no discussion or exchange of opinions on a matter within the jurisdiction of the Legislative Body is initiated or occurs.

(d) Members of the Legislative Body may engage in separate conversations or communications on an internet-based social media platform to answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the Legislative Body. A majority of the Legislative Body members shall not use any internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the Legislative Body. A Legislative Body member shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the Legislative Body that is made, posted, or shared by any other member of the Legislative Body.

8.4 Clerk/Secretary

The Clerk/Secretary, or their deputy, shall attend all meetings of the Legislative Body unless excused and shall keep the official minutes and perform such other duties as may be requested by the Legislative Body.

8.5 City Manager

(a) The City Manager, or designee, shall attend all meetings of the Legislative Body unless excused. The City Manager may make recommendations to the Legislative Body and shall have the right to take part in all discussions of the Legislative Body but shall have no vote. The City Manager shall provide the Legislative Body with a staff report providing sufficient information to be the basis for any action by the Legislative Body at its meeting. Any officer or employee of the City, when directed by the City Manager, shall attend any meeting of the Legislative Body, and may present information relating to matters before the Legislative Body.

(b) The City operates under the city manager form of government (Government Code Section 34851 *et seq.*). The City Manager has the power to: (i) administer the day-to-day affairs of the City; (ii) hire and fire City employees (except the City Attorney); and (iii) perform such other functions as the City Council chooses to authorize by ordinance. The City Manager shall carry out the City Council's policy direction through the day-to-day management of City functions. City Councilmembers may not individually provide direction to the City Manager.

8.6 General Counsel

(a) The General Counsel, or deputy, shall attend all meetings of the City Council unless excused and shall upon request of any member give an opinion, either written or oral, on questions of law. The General Counsel, or deputy, shall attend all meetings of such other Legislative Bodies as directed by the City Council or City Manager. The General Counsel serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. Final rulings on parliamentary procedure are made by the Presiding Officer, subject to the appeal of the full Legislative Body pursuant to Section 8.1 above. All ordinances and resolutions, all contracts, deeds, and easements or other legal instruments shall be approved as to form by the General Counsel. Agreements may be approved as to form by the General Counsel when exceeding purchasing ordinance and policy guidelines. In any case of ambiguity or uncertainty in the interpretation or application of this Manual to any procedure, the Presiding Officer may direct such question to the General Counsel for a ruling.

(b) Any member of the Legislative Body may request from the General Counsel a legal opinion regarding any matter related to the interests of the City. Where a legal opinion involves substantial cost, the request for the opinion must first be approved by the City Manager or by a majority of the Legislative Body. The General Counsel is the legal representative of the City acting through its Legislative Body. There is a continuing legal question as to whether the General Counsel may have an attorney-client relationship with any individual member of the Legislative Body or the City staff. As a consequence, any discussion with the General Counsel which leads to the conclusion that the interests of the City are at risk must be revealed to all relevant members of the Legislative Body and the City staff by the General Counsel. The General Counsel shall not have an attorney-client relationship with individual Council members. The General Counsel is required to maintain the confidentiality of such communications from persons outside the City to the extent required or permitted by law and the code of ethics.

(c) The General Counsel has no statutory duty or authority under the Political Reform Act to provide Political Reform Act advice to any Legislative Body member but should provide advice to members when requested. However, a Legislative Body member may not rely on advice from the General Counsel to provide him or her with immunity from FPPC enforcement or prosecution. Such immunity may be obtained only through a written advice letter obtained from the FPPC, on the question in issue, by the Legislative Body member. A Legislative Body member enjoys no privilege of attorney/client confidentiality in reviewing these matters with the General Counsel. Any advice given to an individual member of a Legislative Body cannot be withheld from the rest of the City or Legislative Body. If, after receipt of an opinion of the General Counsel, the Legislative Body member wishes to participate in the decision-making process with immunity from prosecution or enforcement, the General Counsel shall assist the Legislative Body member in making direct contact with the FPPC for informal or formal advice upon which the Legislative Body member can rely.

(d) *[City Council Only]*. It often happens that other jurisdictions or the League of California Cities or other regional or statewide association will ask the City to participate in the filing of a letter or brief before a court in a matter deemed to be of concern to all or a great many cities. These “friend of the court” or “amicus” briefs have the effect of informing the court how widespread will be its opinion and how that opinion will affect cities. Such participation is

normally without direct cost to the City. In considering whether to direct General Counsel to file an amicus brief, the City Council shall consider whether such brief would represent or propose a position that conflicts with, or causes strife amongst, other City- related interests such as, without limitation, the interests of employee organizations, law enforcement or public safety.

i) Upon receipt of the request, the General Counsel shall make the request available through the City Manager to the Council. Upon a determination by any Council member that there is an interest in participating in the action in the manner proposed, the Council member shall inform the City Manager or General Counsel who shall place the matter as an item for discussion in closed session on the agenda of the next Legislative Body meeting. The General Counsel may otherwise place an amicus request on the agenda on his or her initiative.

ii) In lieu of the foregoing process, where there is urgency to the matter, General Counsel is authorized to undertake the filing of the letter or brief where (i) in the opinion of General Counsel the legal matter significantly affects the interests of the City, (ii) the General Counsel has consulted with and received the approval of the City Manager, (iii) the cost to the City will not exceed $5,000, and (iv) the General Counsel makes a written report of the action to the Legislative Body.

iii) Approval given to the General Counsel to defend, or seek or refrain from seeking, appellate review or relief, or to enter as an amicus curiae in any form of litigation as the result of a closed session consultation shall be reported in open session at the public meeting during which the closed session is held. The report shall identify, if known, the adverse party or parties and the substance of the litigation. In the case of approval given to initiate or intervene in an action, the announcement need not identify the action, the defendants, or other particulars, but shall specify that the direction to initiate or intervene in an action has been given and that the action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the agency's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

8.7 Conflicts of Interest

All Legislative Body members are subject to the provisions of California Law, such as Chapter 1, Title 9, of the California Government Code, relative to conflicts of interest, and to conflicts of interest codes adopted by the Legislative Body. Any Legislative Body member prevented from voting because of a conflict of interest shall refrain from in any way participating in the matter giving rise to the conflict. Where abstention from a matter is made on the basis of a conflict of interest arising from a financial interest in the decision, the Legislative Body member shall announce their abstention from the matter when it is first opened, and then shall set forth the reason for the abstention with the degree of specificity at least equal to the disclosure of the Legislative Body member's financial interests on the Legislative Body member's annual statement of financial interests; immediately after such announcements, the Legislative Body member shall leave the room. The Legislative Body member shall not overhear the staff report, participate in the discussion or deliberations, and shall not otherwise make or participate in making the decision or in any way attempt to use his or her official position to influence the decision. This shall not prevent the conflicted Legislative Body member from coming before the Legislative Body solely

during the public comment period as an affected citizen to state his/her opinion on how the matter impacts their disqualifying interests.

8.8 Reserved

8.9 No Financial Interest in Agreements

A member of a Legislative Body shall not have a financial interest in an agreement within the meaning of (Government Code Section 1090 *et seq.*) made in their official capacity. An agreement in which a Legislative Body member has a financial interest shall be null and void whether the member participates in the making of the contract or not, unless a remote or non-interest exception applies under Government Code Sections 1091 or 1091.5.

8.10 Ethical Standards

A member of a Legislative Body shall maintain the highest ethical standards and shall adhere to all laws and the ordinances and regulations of the City in carrying out their duties.

8.11 Confidential Information

No Legislative Body member may disclose confidential information to any unauthorized person. A violation of this rule shall subject the violator to censure by the Legislative Body as provided in Section 9.5 herein.

ARTICLE 5 – DECORUM AND ORDER

ARTICLE 9– DECORUM AND ORDER

9.1 Decorum and Order – Legislative Body Members

(a) Any member of the Legislative Body wishing to speak, or any member of the public wishing to address the Legislative Body must first obtain the floor by being recognized by the Presiding Officer. The Presiding Officer must recognize any member of the Legislative Body who seeks the floor when appropriately entitled to address the Legislative Body. The Legislative Body member shall confine himself or herself to the question under debate.

(b) Any member of the Legislative Body, including the Presiding Officer, may bring a matter of business properly before the Legislative Body for decision by making a motion. Any Legislative Body member, including the Presiding Officer, except the Legislative Body member making the motion, may second a motion. Once a motion is seconded, it may be opened for discussion and debate.

(c) The Presiding Officer shall determine all points of order, subject to the right of any member to appeal to the majority Legislative Body.

(d) A Legislative Body member, once recognized, shall not be interrupted while speaking unless called to order by the Presiding Officer, unless a Point of Order is raised by another Legislative Body member, or unless the speaker chooses to yield to questions from another Legislative Body member.

(e) Any Legislative Body member called to order while speaking shall cease speaking immediately until the question of order is determined. If ruled to be in order, the member shall be permitted to proceed. If ruled to be not in order, the member shall comply with ruling of the Presiding Officer.

(f) Legislative Body members shall accord the utmost courtesy to each other, to City or Legislative Body employees, and to the public appearing before the Legislative Body and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities, which disrupt, disturb, or otherwise impede the orderly conduct of the Legislative Body meeting.

(g) Any Legislative Body member may move to require the Presiding Officer to enforce the rules and the affirmative vote of a majority of the Legislative Body shall require the member to so act.

(h) The members of the Legislative Body shall not engage in communications during the Legislative Body meeting (including breaks) regarding matters being considered on the agenda unless and until the Legislative Body has opened that agenda item. In order to minimize exposure to a Brown Act violation, Legislative Body members are discouraged from discussing any City business during breaks or before and after meetings; City business may only be discussed by a quorum of Legislative Body members when it is opened as a duly noticed agenda item.

(i) The members of the Legislative Body shall always be attentive and show respect to those addressing the Legislative Body provided that nothing shall prevent the enforcement of the

rules of decorum herein.

(j) No Legislative Body member attending a meeting of another Legislative Body shall make any statement or, give the appearance or indicate in any way that they are representing the Legislative Body unless they have been authorized to do so by the Legislative Body. When making a comment at such a meeting, the Legislative Body member should make it clear that they are speaking solely as an individual. Unless officially appointed to participate on a committee, Legislative Body members should make an effort not to insert themselves into or take positions on matters which will ultimately be decided upon by the Legislative Body.

(k) The Legislative Body may punish its own members for misconduct pursuant to Section 9.5.

9.2 Decorum and Order – Employees

(a) Members of administrative staff and employees of the Legislative Body shall observe the same rules of procedure and decorum applicable to Legislative Body members. The City Manager shall ensure that all staff and employees observe such decorum. Any staff members, including the City Manager, desiring to address the Legislative Body or members of the public shall first be recognized by the Presiding Officer. All remarks shall be addressed to the Presiding Officer and not to any individual Legislative Body member or member of the public.

(b) Questions of City staff and/or requests for follow-up or additional background information should be directed only to the City Manager, General Counsel, Assistant City Manager, or Department Heads. The Office of the City Manager should be copied on any request, except those to the General Counsel. When in doubt about what staff contact is appropriate, Legislative Body members should ask the City Manager for direction. Materials supplied to a Legislative Body member in response to a request will be made available to all members of the Legislative Body so that all have equal access to information.

(c) Legislative Body members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

9.3 Decorum and Order – Public

(a) Members of the public attending Legislative Body meetings shall observe the same rules of order and decorum applicable to the Legislative Body. All remarks and questions should be addressed to the Presiding Officer and not to any individual Legislative Body member, staff member or other person.

(b) Any person conducting their public remarks or behavior before the Legislative Body in such a way as to actually cause disruption to the conduct of the meeting maybe removed from the room by the sergeant-at-arms as directed by the Presiding Officer. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar disruptive demonstrations shall not be permitted by the Presiding Officer, who may direct the sergeant-at-arms to remove such offenders from the room or call a recess of the meeting. Aggravated cases may be prosecuted on

appropriate complaint signed by the Presiding Officer.

(c) Members of the public shall be allowed to video or audio record a public meeting unless such recording becomes an actual and unreasonable disruption to the Legislative Body's ability to carry-out the meeting.

9.4 Enforcement of Decorum

(a) The Banning Police Chief or designee shall be ex-officio sergeant-at-arms of the Legislative Body. He shall carry out all orders and instructions given him by the Presiding Officer for the purpose of maintaining order and decorum in the Legislative Body meeting. Upon instructions from the Presiding Officer, it shall be the duty of the sergeant-at-arms to eject any unruly person from the Legislative Body meeting chamber or place him or her under arrest or both for conduct actually disrupting to the Legislative Body proceedings. Such person may be barred from further participation in the meeting.

(b) Generally, if the Presiding Officer intends to eject a person for disruption of a meeting, a public warning should be issued. Examples of remarks or behavior that cause actual disruption of the Legislative Body proceedings include:

- Unauthorized remarks from the audience, stamping of feet, whistles, yells, outbursts, catcalls, cursing, applause, offensive or obscene gestures or similar demonstrations which disrupt, disturb, or otherwise impede the Legislative Body proceedings
- Interrupting speakers or speaking when not recognized
- Calling members of the audience names or threatening them
- Extended discussion of matters beyond the jurisdiction of the Legislative Body
- Physical threats to any person
- Shouting into the microphone
- Dumping objects on the floor of the chamber where the proceeding is held for symbolic or other reasons.
- Speaking beyond the time limits
- Being unduly repetitious

(c) Examples of non-disruptive conduct include:

- Silent gestures by members of the audience, such as a thumbs up or thumbs down or Nazi salute that are not otherwise disruptive of the meeting.
- Catcalls or booing during a time allowed for applause that does not otherwise disrupt the meeting.
- Criticisms of public officials or staff during a time reserved for public comment that does not otherwise violate this Manual and does not disrupt the meeting.

(d) As set forth in Government Code Section 54957.9, in the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully

interrupting the meeting, the Legislative Body members may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this Section. Nothing in this Section shall prohibit the Legislative Body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

9.5 Censure of Legislative Body Members

(a) It shall be a violation of this section for any sitting member of a Legislative Body to violate any general law or regulation, and any, rule, law, ordinance, or resolution of the City of Banning. It shall also be a violation of this section for any sitting member of a Legislative Body to violate an administrative policy of the City which has been adopted following a vote of the Legislative Body or the City Council on the matter and which by its terms is expressly made applicable to the Legislative Body.

(b) Any violation of the foregoing paragraph by a Legislative Body member may be punished through the administration of a public censure of the member by the member's Legislative Body. Such censure may be in addition to any other punishment applicable to the violation. For purposes of this section, "censure" shall mean the adoption of a motion setting forth a statement of disapproval of a Legislative Body member's conduct.

(c) When evaluating a request for defense made by the censured member in litigation arising from the censured conduct, the record of the censure shall be considered by the Legislative Body. Such record shall not be determinative. Failure of the Legislative Body to censure the conduct of a member does not constitute waiver of the Body's right to refuse to defend the member in an action.

(d) A Legislative Body member may not be made the subject of a motion for censure without first being given notice of the violation and an opportunity to correct the violation if it can reasonably be corrected. Upon a continued violation or failure to correct, the charged member shall be given notice and an opportunity to be heard as follows:

(i) Only a sitting member of the Legislative Body whose member commits the violation may initiate proceedings for the censure of one of its members.

(ii) Proceedings shall be commenced by the presentation of a written statement of charges to the subject Legislative Body member witha copy delivered concurrently to the Clerk/Secretary by the member initiating the charge. Initiation shall not require the prior approval of the Legislative Body. The statement of charges shall be given at least ten (10) days prior to the meeting at which the censure motion is proposed to be brought. The notice shall contain, at a minimum, the designation of the specific rule, law regulation, etc. which the member is claimed to have violated and a statement of the date, place, and time at which the violation occurred. The statement shall further contain a description of the conduct of the member which is alleged to constitute the violation. The statementof charges shall be delivered to all

other Legislative Body persons.

(iii) Within seven (7) days after delivery of the statement of charges, the charged member should deliver a written response to the other members of the Legislative Body unless the charged member chooses to defer to response to the hearing.

(e) The motion for censure shall be agendized and considered at the first regular meeting occurring ten (10) days following the delivery of the statement of changes to the member and Clerk/Secretary. The hearing may not be continued except upon the absence from the meeting of a member of the Legislative Body other than the member bringing the charge or the member who is the subject of the charge.

(i) The hearing shall be conducted in an open session by the Presiding Officer unless the Presiding Officer is a party to the action, in which case the Vice Chair or some other member shall conduct the proceedings.

(ii) The hearing shall generally proceed by a reading of the charges by the charging member. The charging member may present witnesses; the charged member may answer in rebuttal; members of the public may speak in favor or opposed to the charge; and the remaining members may speak to the charges in that order.

(iii) Passage of the motion for censure shall require a majority vote of the members of the Legislative Body. The voting members shall not go into closed session for deliberation.

(f) If the motion for censure does not pass the proceedings shall be at an end. A new motion for censure on the same grounds of violation may not thereafter be commenced against the same Legislative Body member for a period of 1 calendar year from date of the vote. However, new proceedings may be commenced on the same charges within the 1-year period onthe vote of 4 members of the Legislative Body.

(g) If the motion for censure does pass, such motion shall become a part of thepublic record a copy of which shall be made available upon demand to any member of the public and notice of same shall be placed in the administrative file of the Legislative Body member.

9.6 Persons Authorized To Be Within Platform/Dais

No person except Legislative Body officials or authorized Legislative Body staff shall be permitted behind the Legislative Body dais without permission or consent of the Presiding Officer.

9.7 Personal Privilege

If a Legislative Body member is personally offended by the remarks of another member, the offended Legislative Body member should make notes of the actual words used and call for a “point of personal privilege” that challenges the other member to justify or apologize for the language used. The Presiding Officer will maintain control of this discussion. The right of a

member to address the Legislative Body on a question of personal privilege shall be limited to cases in which his integrity, character, or motives are assailed, questioned, or impugned.

ARTICLE 10 – PARLIAMENTARY PROCEDURES

ARTICLE 10 – PARLIAMENTARY PROCEDURES

10.1 Procedures In Absence Of Rules

(a) Unless otherwise specified in this Manual or by ordinance or resolution, meetings of the Legislative Body shall be conducted in accordance with the most recently revised edition of Robert's Rules of Order. In the event of any conflict between Robert's Rules and this Manual, the provisions of this Manual shall govern.

(b) Any provision of these rules not governed by the Government Code may be temporarily suspended by a two-thirds (2/3) vote of all members of the Legislative Body. Such suspension may be moved at any time by a member. The vote on any such suspension shall be taken by yeas or nays and entered upon the record.

(c) Motions, motion procedures and precedence of motions shall be conducted in accordance with Exhibit "A" hereto.

10.2 Voting

(a) After a full opportunity for debate if it appears that there is a consensus of opinion among the members of the Legislative Body on the matter to be voted upon, the Presiding Officer may state the consensus of the Legislative Body and ask if there is any objection. If there is no objection, the consensus as so stated shall become the order of the Legislative Body. The Presiding Officer may also determine that a consensus exists following a call for a vote by any member of the Legislative Body by a Motion to Call the Question.

(b) Except as in Subsection (a) above, otherwise, all votes of the Legislative Body shall be taken by electronic vote. In the event the electronic voting machine is not functioning or otherwise unavailable, vote shall be by roll call vote. The order voting shall be alphabetical with the Presiding Officer voting last. The Clerk/Secretary shall call the names of all members seated when a roll call vote is ordered or required. Members shall respond 'aye', 'no' or 'abstain.' After every vote, the Legislative Body shall declare the result and, on all but consensus votes, shall note for the record the number of votes for or against the question. The ayes and noes shall be taken upon the passage of all ordinances and resolutions and entered upon the official record of the Legislative Body.

10.3 Votes Needed

(a) Usually, in the absence of a contrary statutory provision (such as urgency measures), a majority of a quorum which constitutes a simple majority of the Legislative Body may act for that body. However, resolutions, orders for the payment of money, and all ordinances require a recorded majority vote of the total membership of a Legislative Body.

(b) State law may dictate certain instances in which the number of votes required is greater than a majority of all Legislative Body members. As a matter of convenience, questions on which the voting requirement is varied by the State statutes and these rules, include, without limitation, the following:

(i) Levying Taxes - Ordinances providing for the Assessment and collection of taxes require the approval of two-thirds of the members of the whole Council.

(ii) Assessment - Assessments require a two-thirds vote of the whole Council.

(iii) Bonds and Certificates of Participation - Authorizing these financial instruments the issuing requires a two-thirds vote of the total Council.

(iv) Eminent Domain - The exercise of Eminent Domain requires a two-thirds vote of the total Council.

(v) Certain Parliamentary Motions – Motions requiring a supermajority vote are noted in the Motions Chart attached hereto.

(c) Any official with a conflict of interest is not counted for purposes of establishing a quorum, and must not vote on, make, participate in any way in, or attempt to influence the decision. A Legislative Body member abstaining on any other grounds than a conflict under the Political Reform Act shall be counted as present for purposes of a quorum and such abstentions are counted with the majority. The Legislative Body member who leaves the dais solely to avoid participating in a specific item shall, in absence of a conflict, be counted as if they were present but abstaining and such abstentions are also counted with the majority.

(d) Reconsider

Any Legislative Body member who voted with the majority may move to reconsider any action at the same meeting or at an adjourned meeting following the meeting at which the action was taken, provided that reconsideration shall not be permitted where a party other than the City has acted in reliance on the Legislative Body's action and would be substantially prejudiced by such reconsideration. The Clerk shall apprise the City Attorney of any facts constituting substantial prejudice and may rely upon the determination of the City Attorney.

- In the event that the subject of the reconsideration is a motion that failed as the result of a tie vote, any Legislative Body member who voted against the earlier motion may move for reconsideration at the following meeting. The member seeking reconsideration must have the matter agendized unless the motion will be made at the same meeting where the original action was taken.
- If the motion to reconsider passes, then the original item may be reconsidered at that time or agendized for the next meeting which meets any applicable noticing requirements.

After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent of the Legislative Body.

(e) Adjournment

To adjourn a meeting, the Presiding Officer shall ask the Legislative Body members whether there is a consensus to adjourn the meeting. If a Legislative Body member makes a motion to adjourn, and this motion is followed by a second, then the Presiding Officer shall have

the Legislative Body members vote on the adjournment motion. The meeting is adjourned if there is a majority vote of the Legislative Body members on a motion or if there is a consensus to adjourn, at which time the Presiding Officer shall pronounce the time that the meeting is adjourned.

10.4 Tie Votes

Tie Votes shall be lost motions unless an additional Motion is made which obtains a majority vote to break the tie. When all Legislative Body members are present, a tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal. In such case the findings in support of the decision shall be those of the lower body. If a tie vote results at a time when less than all members of the Legislative Body are present, the matter shall automatically be continued to the agenda of the next regular meeting of the Legislative Body, unless otherwise ordered by the Legislative Body.

10.5 Abstentions

Members of the Legislative Body are discouraged from abstaining from a vote for reasons other than a legally-disqualifying, financial conflicts of interest. However, if a member chooses to abstain from voting as a result of what he/she perceives as a personal or non-financial conflict of interest, the member may do so after stating for the record the nature of the perceived conflict. In the event of such a perceived conflict (as opposed to a legally disqualifying conflict), the member is not required to leave the dais.

(a) A Legislative Body member shall generally express their positions on all matters except those where they are required to abstain due to legally recognized conflict of interest.

(b) A Legislative Body member who has appealed the action of any person or body of the City on a matter which does not constitute a conflict of interest for the member underany law, may participate in the hearing on the appeal, unless there is clear and convincing evidence that such member is not objective or the member feels that they are unable to remain neutral, or as may be otherwise advised by the General Counsel. Notwithstanding any contrary provisions herein, in bringing an appeal, the Legislative Body member need not give reasons for making the appeal.

(c) A Legislative Body member may abstain from action on a matter where in the member's opinion, there might be a public perception that participation in the discussion or decision would be inappropriate even though the member has no disqualifying financial interest within the meaning of FPPC rules and regulations.

10.6 Votes Of Members Previously Absent

(a) A Legislative Body member who was not present at a meeting should generally not vote on the approval of minutes for that meeting, but the voting on such minutes shall have no effect on the validity of the minutes.

(b) A Legislative Body member may vote on a continued item after an absence from the earlier public hearing of the matter if, prior to the vote, the member affirms on the record that they have familiarized themselves with the record of the earlier meeting and are prepared to vote

on the issue. If the member shall abstain from the vote, the member shall be counted towards the quorum on the issue and the abstention shall be counted with the vote of the majority of the quorum.

(c) The forgoing shall not apply to the matter of a vote on the minutes of a meeting at which the member was not in attendance. In that instance, the member abstaining on the grounds of non-attendance at the meeting to which the minutes pertain shall not be counted towards the quorum on the issue and the abstention shall not be counted with the votes of the majority of the quorum.

10.7 Appeals by Members of Legislative Body

Except where otherwise provided, a member of the Legislative Body shall be deemed an interested person in any matter by a subordinate body and shall have standing to appeal to the Legislative Body any decision by a Sub-Legislative Body, or any determination made by any official of City by filing a written appeal. The appeal shall not state any grounds for the appeal and the resulting hearing shall be *de novo*. The appeal must be filed within 10 days of the making of the decision being appealed and shall be filed with the Clerk/Secretary who shall give written notice to the applicant and provide written notice to other persons as required for the original action. The hearing shall be held at the first regular meeting of the Council for which notice can be legally given. No appeal fee shall be required to be paid for such appeals.

10.8 Findings and Decisions

Decisions of a Legislative Body, when acting as a quasi-adjudicative body (publichearings) should be framed in terms of "findings" of fact, potentially relevant conclusions of law,and ultimate decisions showing the basis for the decision and the nexus between the findings, the conclusions, and the decision. The Legislative Body members must consider any legally-mandated findings applicable to a matter and consider the evidence presented to them in light of such findings in making their decisions.

10.9 Curfew

A 10:00 p.m. curfew is imposed upon City Council meetings. Matters taken up by the Council before 10:00 p.m. may be concluded, but no new matters shall be taken up after 10:00 p.m. except upon a majority vote of the Council members present, but such extension shall only be valid for one hour and each hour thereafter shall require a renewed action for the meeting to continue. The City Manager shall arrange the regular order of business on Council agendas to minimize any adverse effects this curfew may have regarding the timely conduct of important City business. This Section 10.9 shall supersede Resolution No. 2016-44.

ARTICLE 11 — PROCEDURES FOR CONSIDERATION OF DEMANDS FOR CORRECTIVE ACTION

ARTICLE 11- PROCEDURES FOR CONSIDERATION OF DEMANDS FOR CORRECTIVE ACTION

11.1 Requirement of Written Demand

Prior to any person commencing a judicial action for injunction or mandamus to declare any action taken by the Legislative Body void because of failure to observe Brown Act requirements, such person must first serve upon the Clerk/Secretary a written demand clearly describing the challenged action, the nature of the claimed violation, and the corrective action sought. Such demand must be served upon the Clerk/Secretary within ninety (90) days of the alleged violation or thirty (30) days if the action was taken in open session but in violation of Section 54952.2 of the Government Code. Failure to serve any such demand within this thirty (30) day period shall result in the loss of any right to challenge any action alleged to have been taken in violation of Sections 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 of the Government Code.

If the written demand is timely served, the Legislative Body has up to thirty (30) days to cure and correct its action. If the Legislative Body does not act, any lawsuit must be filed within the next fifteen (15) days.

11.2 Consideration of Corrective Action

Upon receipt of such a demand, consideration of the demand shall immediately be placed on the agenda for the next meeting of the Legislative Body. If the demand is received less than 72 hours prior to the time set for the next meeting, the Legislative Body may determine that the notice constitutes the initiation of litigation, and that the need to take action on the threatened litigation arose subsequent to the posting of the agenda and may consider it at that meeting pursuant to Article 3 Section 13, above. A description of any item so placed on the agenda shall include both consideration of the demand, and the possibility of corrective action by the Legislative Body.

In considering such demands, the Legislative Body shall first determine by motion whether to reconsider the prior action. The motion to reconsider shall be in order as long as made by a party on the prevailing side. If no motion to reconsider is carried the Clerk/Secretary shall inform the demanding party in writing of the Legislative Body's decision not to cure or correct the challenged action.

11.3 Implementing Corrective Action

If a motion to reconsider passes, the Presiding Officer may entertain a motion to take corrective action. Any motion taking corrective action shall address the concerns raised in the consideration of corrective action. The motion taking corrective action may include a motion to rescind prior action taken, as appropriate. Passage of a motion to rescind invalidates prior action only as of the time of the passage of the motion, and not from the date of the initial action. A motion implementing corrective action resulting from a written demand is out of order if the action complained of: (i) was in connection with the sale or issuance of notes, bonds, or other evidence of indebtedness, or any contract, agreement, or incident thereto; (ii) gave rise to a contractual obligation upon which a party has, in good faith, detrimentally relied; or (iii) was taken in connection with the collection of any tax.

In any event, the Legislative Body shall notify the party making the demand in writing of its decision to take corrective action and shall describe any corrective action taken. This notice shall be given to the demanding party as soon as possible after the meeting, but in no event more than 30 days after receipt of the demand.

ARTICLE 12 – MISCELLANEOUS

ARTICLE 12 – MISCELLANEOUS

12.1 Interpretation

This Manual shall be liberally construed to effectuate its purpose and no ordinance, resolution, proceeding or other action of the Legislative Body shall be invalidated, or the legality thereof otherwise affected by the failure or omission of the Legislative Body to technically comply with, observe or follow the within rules. The City Council may, by resolution, adopt further rules of interpretation or practice.

12.2 Amendments

This Manual may be amended from time to time as necessary by resolution passed by a majority vote of the City Council at any regular or special meeting, provided that no such amendment shall be adopted unless at least seven days' written notice thereof has been previously given to all Legislative Body members serving the City. Such notice shall identify the section or sections of the Manual proposed to be amended.

12.3 Power to Issue Subpoenas

The Legislative Body may issue subpoenas requiring attendance of witnesses or production of books or other document for evidence or testimony any action or proceeding pending before it. (Government' Code Section 37104.) Subpoenas shall be signed by the Presiding Officer and attested by the Clerk. They may be served as subpoenas are in civil actions.

EXHIBIT A
Chart of Motions

1. Motions listed in order of precedence

MOTION	YOU SAY THIS	May you interrupt the speaker?	Do you need a second?	Is it debatable?	Can it be amended?	What vote is needed?	Can it be reconsidered?
Adjourn meeting	"I move to adjourn."	No	Yes	No	No	Majority	No
Call an intermission[1]	"I move to recess for…"	No	Yes	No	Yes	Majority	No
Register a complaint	"I rise to a question of privilege"	Yes	No	No	No	None	No (usually)
Temporarily suspend consideration of an issue[2]	"I move to table the motion"	No	Yes	No	No	Majority	No
Close debate	"I move the previous question"	No	Yes	No	No	2/3	No, unless the vote on question has not been taken
Limit or extend debate	"I move that the debate be limited [or "extended"] to…"	No	Yes	No	Yes	2/3	Yes
Give closer study of something[3]	"I move to refer the motion to the committee"	No	Yes	Yes	Yes	Majority	Yes, unless the board has already taken up the subject
Amend a motion	"I move to amend the motion by…"	No	Yes	Yes	Yes	Majority	Yes
Motion to continue to a certain time	"I move that the motion be continued to…"	No	Yes	Yes	No	Majority	Yes
Introduce business (bring a main motion)	"I move that [or "to"]..."	No	Yes	Yes	Yes	Majority	Yes

[1] Should specify period of recess.
[2] A motion to take up a matter previously tabled must be made at the same meeting as the motion to table, If not, the motion tabled dies.
[3] May contain specific instructions for board members and a date fir certain for reconsideration, If not date is not certain, restored by a motion to take up matter previously tabled" which is permissible in this case even if not same or next meeting,

2. Incidental Motions – no order or precedence. Arise incidentally and decided immediately.

MOTION	YOU SAY THIS	May you interrupt the speaker?	Do you need a second?	Is it debatable?	Can it be amended?	What vote is needed?	Can it be reconsidered?
Protest breach of rules (i.e., Point of Order)[4]	"I rise to a point of order…"	Yes	No	No	No	None	No
Motion to appeal the ruling[5]	"I appeal from the decision of the Presiding Officer [or "Chair"]"	Yes	Yes	Yes	No	Majority	Yes
Suspend rules temporarily	"I move to suspend the rules so that …"	No	Yes	No	No	2/3	No
Avoid considering an improper matter	"I object to the consideration of the question…"	Yes	No	No	No	2/3	No, only if the main question or motion was not in fact considered
Divide motion	"I move to divide the question"	No	Yes	No	Yes	Majority	No
Parliamentary law question	Parliamentary inquiry	Yes, if urgent	No	No	No	None	No
Motion to depart from the agenda	"I move to consider matter […] out of order"	No	Yes	Yes	Yes	Majority	Yes
Take up matter previously tabled[6]	"I move to take from the table …"	No	Yes	No	No	Majority	No
Cancel or change previous action[7]	"I move to rescind/amend something previously adopted…"	No	Yes	Yes	Yes	2/3 or majority with notice	No
Reconsider motion	"I move to reconsider the vote on…"	Yes	Yes	Only if motion is debatable[8]			

[4] Decision of the Presiding Officer is final, unless overturned by motion to appeal the ruling.
[5] Presiding Officer may participate in debate, Negative or tie vote sustains ruling.
[6] A motion to take up a matter previously tabled must be made at the same meeting as the motion to table. If not, the motion tabled dies.
[7] Does not void action *ab initio*, only from point of rescission. Motion is out of order if relates to contract upon which another party has detrimentally relied, relates to issuance of bonded indebtedness, or relates to the collection of any tax.
[8] Cannot be made on a quasi judicial matter or matters required a noticed public hearing. Can only ne made by a member who voted with the previously prevailing side, May be made at the same meeting or a subsequent meeting subject to the same restrictions as a motion to rescind.

EXHIBIT B

BANNING CITY COUNCIL MEETING PRESENTATION POLICY

City Council presentations are for providing information to the Mayor and Council, City management, and the community about activities of interest and value including:

- Activities, events, and infrastructure projects relating to the City.
- Honors and celebrations for organizations, corporations and residents related to Banning.
- Honors and celebrations for organizations, corporations and resident which reflect theirservice to the Banning community.
- Honors and recognitions for City staff for outstanding service or commitment to theCity's mission and goals.
- Please note this is not the appropriate time to seek funds from the City and/or endorsements from City Council or discuss politics.

Presentation Length
All presentations are to be no more than five minutes in length; this is to include all speakers for the group being recognized.

Presentation Schedule
City Council begins at 5:00 p.m. with an invocation and pledge to the American flag followed bypresentations. All honorees or groups are to arrive no later than 4:45 p.m.

Presentation Location
Presentations take place in the Council Chambers inside Banning City Hall located at 99 E. Ramsey Street. Parking is available in the Police Department parking lot located at 125 E. Ramsey Street (just off Hays Street) adjacent to the Council Chambers, or in the City Hall parking lot located at the corner of Hays and San Gorgonio.

Presentation Technical Support
The City has the capability to display PowerPoint (or equivalent) during the presentation. If a PowerPoint is to be used during the presentation:

- The PowerPoint is to be no more than 10 slides with limited text; and
- To be submitted to the City Clerk's Office no later than the Thursday prior to thescheduled Tuesday City Council meeting (2nd and 4th Tuesdays of the month).
  - PowerPoints are subject to editing for appropriateness.
  - PowerPoints which do not meet these standards will not be used.

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CITY OF BANNING MANUAL OF PROCEDURAL GUIDELINES

~~FOR THE CONDUCT OF CITY COUNCIL AND CONSTITUENT BODY/COMMISSION MEETINGS FOR THE~~

~~CITY OF BANNING~~

Adopted October 23, 2012, by City Council Resolution 2012-83

Amended April 23, 2013, by City Council Resolution 2013-48
Amended November 12, 2013, by City Council Resolution 2013-103
Amended May 26, 2020, by City Council Resolution 2020-67
Amended February 14, 2023, by City Council Resolution 2023-34
Amended [month] [day], 2024, by City Council Resolution 2024-__

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OUTLINE OF PROCEDURAL MANUAL PROVISIONS

This manual applies to the City Council, Successor Agency, Housing Authority, and all Commissions.

A. Agendas (3.1-3.4; 5.1-5.10, 6.1, 6.3)

1. City Manager generally has the authority to set the agenda. (5.1)
2. Any Council member may request a matter be put on an agenda. If significant staff work is involved, City Manager can bring it to an agenda under pending items and the City Council can decide whether they want it agendized for discussion. (5.1)
3. Permits consent calendars and defines what is not permitted on consent calendar: ordinances; matters involving split votes or public controversy; excluded consent calendar. (6.3)
4. List order of agenda. (6.1)
5. Permits an agenda item for "Council Agenda – New Business" and where announcements are permitted with no discussion.
6. No action unless listed on agenda. (5.7)
7. Add items if arose subsequent to agenda and 2/3 vote or unanimous of those present. (5.9)

B. Minutes, Ordinances, Resolutions and Contracts (5.3 – 5.6)

1. Minutes are an abbreviated record, revisions factual and not to change intent. (5.10)
2. Defines matter appropriate for ordinance versus resolution.
3. Defines vote requirements – ordinances and resolutions generally require three (3)votes. Certain items require a supermajority.
4. Urgency circumstances are defined where resolution can be prepared at a meeting.
5. Contracts may be put in final form by legal counsel. (5.6)
6. Approval budget does not authorize expenditures. (6.5)

C. Boards and Commissions (6.4)

1. Defines legislative bodies and advisory bodies subject to the Brown Act. (1.2(a))
2. Committees established by official action, continuing jurisdiction more than 180 days, majority of officials from City or other bodies, is standing committee subject to Brown Act.
3. Permits creation of ad hoc council subcommittees (less than majority) not subject to the Brown Act.
4. Permits formation of boards and commissions subject to the Brown Act.
5. Provides that appointments are by Mayor with the consent of Council; removed by majority vote.
6. Commissions make reports to Council; not permitted to create subcommittees.

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D. Study Sessions/Closed Sessions (2.5, 4.1 – 4.4)

1. Study sessions informal but subject to Brown Action; no action taken.
2. Public comments permitted before; report on any action taken.
3. Those persons not relevant to the closed session matter are excluded.
4. A minute book may be kept of the proceedings.
5. Revealing any matter from closed session can subject the person to censure.

E. Public Comments (7.0 – 7.4)

1. City Council meeting presentations on agenda items are to be no more than five minutes in length; this is to include all speakers for the group being recognized. Exhibit "B" has full policy.
2. Time limits are 3 minutes for non-agendized items and 5 minutes for all agendized items. Public hearing applicants are not limited. (7.2)
3. Public comment periods include initial comment period on non-agenda items; comment on agenda items. (7.5)
4. Speaker cards provided, but voluntary. (7.3)

F. Hearings (8.1 – 8.4)

1. Before the hearing, Council members limited to factual questions of staff andspeakers. Not to engage in debate.
2. Presiding Officer to make it clear when hearing is opened or closed. No questions of speakers or public comment after hearing closed.
3. Hearing must be fair and impartial with decision based on findings required bylaw.
4. No expression of opinion until hearing is closed.
5. Avoid extra meeting contact with interested persons. Encourage participation inhearing.
6. Presiding Officer can control conduct of hearing representative speakers, etc.
Set any rules at beginning and keep fair to each side.
7. Be attentive during hearings.

G. Conduct of Members

1. Do not represent position of City or promise City action. (9.2; 9.10)
2. Do not speak in derogatory fashion concerning colleagues, employees, citizens.(10.1(f))
3. Mayor speaks officially for City rather than Council members. (9.2)
4. Council members in correspondence represent their own position rather than Cityunless authorized by Council. (9.2)
5. Commissioners do not speak for City. (9.2)
6. No Conflicts. Can consult with City Attorney but advice not binding and no attorney-client confidentiality. (9.6(b))
7. Use City email account. Emails subject to the Brown Act no

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development ofcollective action. Public Records Act, too. (9.3)
8. Formal process for censure for wrongful conduct involving hearing before CityCouncil. (10.3)
9. City Attorney can file amicus briefs. (9.6 (d))

H. Procedures

1. Abstentions discouraged but permitted where appearance impropriety even if no financial conflict.
2. Motions to rescind clarified so that matter can be rescinded in later legislativesession. (11.4)
3. Defines process to correct an earlier action in violation of Brown Act. (12.1 - 12.3)
4. Includes Table of Motions and Procedural Actions.

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ARTICLE 1 – SCOPE OF MANUAL

~~MANUAL OF PROCEDURAL GUIDELINES FOR THE CONDUCT OF CITY COUNCIL AND CONSTITUENT BODY/COMMISSION MEETINGS~~

ARTICLE ~~1~~1 – SCOPE OF MANUAL

1.1 Application of Rules

This Manual (the "Manual") shall establish the procedures for the conduct of all meetings of ~~the City of~~ Banning's City Council, Successor Agency to the Banning Community Redevelopment Agency, Housing Authority, Utility Authority, Financing Authority and other constituent governing bodies, and commissions including, but not limited to, the Planning Commission, Parks and Recreation Commission, Youth Council, Historic Preservation Commission, and Budget and Finance Committee. ~~and other constituent, governing bodies, and commissions.~~

This Manual rescinds and supersedes all prior City Council resolutions setting forth rules of procedure for the conduct of meetings by City Legislative Bodies (defined below). Wherever there is a conflict between this Manual and any prior City resolution, the terms and rules in this Manual shall govern. Resolutions more specifically superseded by this Manual include, without limitation, the following:

- City of Banning Resolution No. 2020-67;
- City of Banning Resolution No. 2013-103;
- City of Banning Resolution No. 2013-48;
- City of Banning Resolution No. 2012-83
- City of Banning Resolution No. 2004-43;
- ~~City of Banning Resolution No. 1999-31;~~
- City of Banning Resolution No. 2003-06;
- City of Banning Resolution No. 2000-41;
- City of Banning Resolution No. 1999-31;
- Banning CRA Resolution No. 2010-13; and
- Banning CRA Resolution No. 1990-04.

1.2 Definitions

The following definitions shall apply to these rules and procedures:

Agenda	The document that outlines topics to be discussed during a meeting.
Staff Report	A document prepared by City Staff containing information and a recommendation about certain action(s) by the Legislative Body.
Agenda Packet	The agenda with accompanying staff reports for each agenda item.

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Legislative Body	Any quorum of any council, board, commission or standing committee (as defined in Government Code § 54952), or other governing body of the City of Banning that is subject to the Brown Act (Government Code § 54950 *et seq.*). This includes the Banning City Council, Banning Successor Agency to the former Redevelopment Agency, Banning Housing Authority Board, Banning Utility Authority, Banning Financing Authority, Planning Commission, Parks and Recreation Commission, Youth Council, ~~Civil Service Commission~~Historic Preservation Commission, and Budget and Finance Committee, and any standing committee subject to the Brown Act. The term "Legislative Body" does not include Non-Governing Bodies, as defined below.
Presiding Officer	The Chairperson of the Legislative Body. For example, this refers to the Mayor ~~or~~ when read in the context of the City Council, the Board Chair in the cases of the Successor Agency to the Redevelopment Agency and/or the Housing Authority, and the Chair of any Commission.
Vice Chair	~~means t~~The vice chairperson to the Presiding Officer. For example, the Vice Chair means the Mayor Pro Tem~~pore~~ in the case of the City Council, the Vice Chairperson in the cases of the Successor Agency to the former Redevelopment Agency and/or Housing Authority, and the Vice Chairperson of any Commission.
Clerk/Secretary	The person responsible for taking and maintaining the record of proceedings for all meetings, preparation of agendas, calendar clerk, and custodian of rules, resolutions, ordinances and Legislative Body records. For example, the Clerk/Secretary refers to the Administrative City Clerk in the case of the City and the Agency Secretary in the cases of the Successor Agency to the former Redevelopment Agency and/or the Housing Authority.
General Counsel	~~means t~~The legal advisor to the Legislative Body, such as the City Attorney in the case of a City Council meeting, or Agency Counsel in the cases of the Successor Agency to the former Redevelopment Agency and/orHousing Authority.
City Manager	The Chief Executive Officer of the City, the Successor Agency to the former Redevelopment Agency, Housing Authority, Financing Authority and Banning Utility Authority. The City Manager may serve as the Secretary to the Successor Agency or Housing Authority, and the City Manager can designate appropriate staff to serve as the Clerk/Secretary to any Commission of the City.

Non-Governing Bodies	~~means w~~Wholly advisory committees and bodies that are not subject to the provisions of the Brown Act.
Sub-Legislative Bodies	Such advisory committees which are subject to the Brown Act but are not "governing" Legislative Bodies.
Adjourned Meeting	A meeting that is the continuation of a regular or special meeting which deals with unfinished business of the regular or special meeting.

These rules and procedures are enacted pursuant to authority granted by Government Code ~~§§~~Sections 36813 and 54954. The purpose of this Manual is to provide procedures for ~~that the~~ Legislative Bodies~~' procedures will be~~that are consistent with the Brown Act and also to establish procedures ~~which will be~~that are convenient for the public and contribute to the orderly conduct of any Legislative Body~~ies'~~ business. The procedures herein are in addition to, and not in place of, Robert's Rules of Order and any applicable ordinances and statutes. ~~I and i~~n the event of conflict between this Manual and applicable ordinances or statutes, the latter shall govern. In the event that any state statute referenced herein is renumbered, the reference herein shall be deemed to refer to the successor statute dealing with the same subject matter. If there is any conflict between Robert's Rules of Order and this Manual, the provisions of this Manual shall govern.

ARTICLE ~~2—~~2 – MEETINGS

ARTICLE ~~H~~2 – MEETINGS

2.1 Regular Meetings

Unless otherwise specified by a resolution or ordinance applicable to a specific Legislative Body, the regular meetings of all Legislative Bodies shall be held on the second and fourth Tuesday of each month at the time designated by the Legislative Body, in the Council Chambers at City Hall, 99 East Ramsey Street, Banning, California 92220, or at such other locations as the Legislative Body may from time to time designate by resolution, in the order of adjournment, or in the notice or call of any special meeting. In the event thea~~n~~ day of a meeting shall be a legal holiday, said meeting shall be held on the next business day.

2.2 Special Meetings

The Presiding Officer may, when he or she deems it expedient, or upon the written request of a majority of the Legislative Body, call a special meeting of the Legislative Body for the purpose of transacting the business designated in the call. The means or method for calling such special meeting shall be as set forth in the Brown Act as it now exists or may hereafter be amended. At such special meeting, no business shall be considered other than as designated in the call.

2.3 Special Emergency Meetings

A special emergency meeting may be called by the Presiding Officer or by a majority of the Legislative Body where an emergency exists:

(a) A work stoppage, terrorist act or threat, crippling disaster or other activity which severely impairs public health or safety as determined by the majority of the Legislative Body; or

(b) Such other circumstance specified by State law as authorizing the conduct of an emergency meeting. Any special emergency meeting shall be called, noticed, and conducted only in accordance with the procedures set forth in State law.

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2.4 Attendance

A majority of members of the Legislative Body shall constitute a quorum. Less than a majority may adjourn from time to time and may compel the attendance of absent members. Except for City Council, a~~A~~ny member who fails to attend any of the meetings of the Legislative Body for 60 consecutive days, unless such absences are excused, shall surrender the office, and be deemed to have surrendered the office. An absence is "excused" in non-emergency circumstances if the member provides the Clerk/Secretary with at least forty-eight (48) hours advance written notice of the member's intended absence. In emergency circumstances, which is limited to a physical or family medical emergency that prevents a member from attending a meeting, an absence is "excused" if the member provides written notice of the member's intended absence as soon as possible prior to the meeting.

2.5 ~~Study Sessions~~Workshops

The Legislative Body may meet informally in conference or "~~study~~ ~~sessions~~workshops" regarding concerns of the Legislative Body to interchange information, provided that all discussions and conclusions shall be informal. Such meeting shall be called in the same manner as for special meetings or adjourned meetings, as applicable, and be subject to the Brown Act. Each notice shall indicate that an opportunity for public comment shall be provided before any matter shall be determined. When a meeting has been designated a ~~Study Session~~Workshop, the Legislative Body shall not take any action with respect to the matter under ~~study~~review except with prior public notice, appearing on a properly posted agenda, of such intent to take action.

ARTICLE 3 – —NOTICE & AGENDA

ARTICLE ~~III~~3 –NOTICE AND AGENDA

3.1 Notice and Agenda for Regular Meetings

For every regular Legislative Body meeting, the Clerk/Secretary, or ~~his or her~~their designee, shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all the items of business to be discussed at the meeting as set forth ~~in Article V~~herein. The notice and agenda may be combined in a single document.

The notice and agenda must be posted at least seventy-two (72) hours before the regular meeting in a location freely accessible to the public twenty-four (24) hours a day during the seventy-two (72) hour period and where the notice and agenda is not likely to be removed or obscured by other ~~postal~~posted material. Specifically, the notice and agenda shall be posted at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

CITY HALL LOBBY
CITY OF BANNING WEBSITE

3.2 Notice and Agenda for Special Meetings

For every special meeting, the Clerk/Secretary, or ~~his or her~~their designee, shall post a written notice specifying the time and place of the special meeting and the business to be transacted must be sent to each member of the Legislative Body (unless the member has filed a written waiver of notice with the Clerk/Secretary) and to each local newspaper of general circulation, and radio or television station that has requested such notice in writing. The notice shall serve as the agenda for the special meeting and shall contain a brief description of all the items of business to be discussed at the meeting as set forth herein~~in Article V~~.

The notice for a special meeting shall be conspicuously posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to the public twenty-four~~.~~ (24) hours a day and where the notice ~~are~~is not likely to be removed or obscured by other posted material. Specifically, the notice shall be posted at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

CITY HALL LOBBY
CITY OF BANNING WEBSITE

3.3 Notice and Agenda for Adjourned Meetings

The Legislative Body may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. If a quorum is not present, less than a quorum may so adjourn. If all members are absent from any regular or adjourned regular meeting, the Clerk/Secretary may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be delivered personally to each member of the Legislative Body at least twenty-four (24) hours before the adjourned meeting. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special, or adjourned special meeting was held,

within twenty-four (24) hours after the time of adjournment. When a regular or adjourned regular meeting is adjourned as provided herein, the resulting adjourned regular meeting shall be a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings. If the subsequent meeting is conducted within five (5) days of the original meeting, matters properly placed on the agenda for the original meeting may be considered at the subsequent meeting. If the subsequent meeting is more than five (5) days from the original meeting, a new agenda must be prepared and posted pursuant to Government Code Section 54954.2.

3.4 Affidavit of Posting

Immediately following the posting of the notice and agenda, the Clerk/Secretary, or ~~his or her~~their designee, shall complete an Affidavit of Posting, in a form to be developed by the Clerk/Secretary. The Affidavit of Posting shall indicate the time of the posting, the location(s) of the posting, and shall be signed under penalty of perjury. The Clerk/Secretary shall retain all such affidavits, together with a copy of each notice and agenda so posted. The affidavit, notice, and agenda shall be retained at least two (2) years subsequent to the date of posting, and pursuant to ~~Government Code § 34090~~Government Code Section 34090, shall not be destroyed by the Clerk/Secretary thereafter except in accordance with the City's record retention policies.

~~ARTICLE IV – CLOSED SESSIONS~~

~~4.1 Generally~~

~~The Legislative Body may hold closed sessions during a regular or special meeting, or at any time otherwise authorized by law, to consider or hear any matter which it is authorized by State law to hear or consider in closed session. Public comment shall be permitted on closed session matters prior to the closed session. If a closed session is included on the agenda, the description of the item shall meet the requirements of and shall identify the statutory basis for theclosed session. During closed session, the Legislative Body shall exclude all persons which it is authorized by State law to exclude from a closed session. No minutes of the proceedings of the Legislative Body during a closed session are required. There shall be no closed session during any special emergency meeting. Closed session may not be held regarding a matter not listed on a properly posted agenda for closed session except upon the Legislative Body first taking action to place the item on the agenda as a closed session item as permitted by law.~~

~~4.2 Persons Authorized~~

~~Persons present in the closed session shall be only those persons necessary to the discussion of the matter under consideration. All other persons shall be excused. The Clerk/Secretary shall attend each closed session of the Legislative Body and keep and enter intoa minute book a record of any reportable decisions made at the meeting, unless attendance is excused.~~

~~4.3 Confidentiality~~

~~The minute book for any closed session is not a public record and shall be kept confidential and shall be available only to members of the Legislative Body or as otherwise provided by law. (Government Code § 54957.2(a).) No person attending a closed session shall publicly discuss or otherwise reveal the proceedings in the closed session unless such publicationhas been approved by the vote of the Legislative Body taken during the closed session or as otherwise required by law. Violation of this rule shall subject the violator to censure by the Legislative Body as provided in Section 10.5 herein.~~

~~4.4 Public Reports~~

~~Before recessing into closed session, the Presiding Officer or General Counsel shall announce that the Body is recessing into closed session and shall name each closed session topic that will be discussed in closed session in at least as much detail as shown on the agenda.~~

~~Upon leaving closed session, the Presiding Officer or General Counsel shall report publicly any reportable actions taken on a closed session matter and, if any vote was taken, shall announce that the matter was put to a vote, the results of the vote, and how each LegislativeBody member voted.~~

~~ARTICLE V – AGENDA CONTENTS~~

3.5 Preparation of Agendas

Barring insurmountable difficulties, the agenda shall ordinarily be delivered to the members of the Legislative Body on Friday (as an informal deadline) preceding the meeting to which it pertains. The agenda shall also be available to the general public at the time it is delivered to the members of the Legislative Body, or in any case as required by the Brown Act.

Any Legislative Body member may have the City Manager ~~have~~ place any business~~d~~ on the agenda ~~any business~~ that should be discussed under the item of the regular meeting agenda titled "New~~s~~ Items." ~~deliberated upon in the future by the Legislative Body.~~ Any Legislative Body member desiring to present a subject for the Legislative Body's consideration shall advise the City Manager's office of that fact not later than **12:00 noon on the Tuesday** of the week preceding the meeting at which the member wishes the subject to be considered. The matter shall then be listed on the next agenda for discussion under Item 11 (New Items) of the regular meeting agenda. The Legislative Body shall then determine~~of~~ whether the proposed item~~it~~ should be a future agenda item for discussion and deliberation by consensus. The City Manager shall advise the Legislative Body member of constraints affecting staff's ability to produce an agenda report, and when the matter should be scheduled.

Notwithstanding the foregoing, the City Manager generally has responsibility for setting the agenda for the Legislative Body (except for any ~~Commission~~ other legislative body where the responsibility may be assigned to the City Manager's designee) and may place matters on the agenda in accordancewith the City Manager's evaluation of administrative priorities and resource capacities of the City.

3.6 Description of Matters

All items of business to be transacted or discussed at a meeting of the Legislative Body, shall be briefly described on the agenda. The description may, but need not, set out the specific action or alternatives which will be considered by the Legislative Body, but should contain sufficient detail so that a person otherwise unaware could determine the general nature or subject matter of the item by reading the agenda. The description of closed session matters shall meet the requirements of ~~Government Code Sections §54954.2~~Government Code Section 54954.2 and, where applicable, ~~§~~Section 54954.5. Matters may be designated as "~~pending~~New Items" and listed for the sole purpose of determining if they will be on a future agenda.

3.7 Action Items

(a) Items~~Matters~~ may formally be adopted by an ordinance, a resolution, minute order, or other motion (thereafter recorded by minute entry). Technically, all three are equally as legally effective and binding but vary in the formality of respective memorialization. While most actions will be presented to the Legislative Body in a written form prior to, or at, the meeting, the Legislative Body may amend any proposed action as written by carried motion of the Legislative Body at the time of its presentation for adoption. If an action as written is ~~so~~ amended by the Legislative Body, it shall be revised to reflect the Body's amendments for later execution by the Presiding Officer.

(b) Besides ordinances and resolutions, action can be taken by motion and recorded as a minute order. A "minute order" denotes a Legislative Body action which is recorded simply by an item entered in the minutes of the meeting at which it was accomplished, and no separate document is made to memorialize it.

(c) As a general rule, a recorded majority of the quorum for a Legislative Body may take an action. However, for the City Council, resolutions, orders or the payment of money, and all ordinances require a recorded majority vote of the total membership of the City Council. Some actions, such as the passage of an urgency ordinance or adoption of a resolution of necessity to condemn property, require a super-majority vote. Under the Political Reform Act of 1974, a member with a financial conflict of interest regarding a matter before the member's board must leave the room while that matter is being discussed, heard, or acted on, so that member cannot be counted towards the quorum for that matter.

3.8 Resolutions

(a) A "resolution" is a formal action with findings taken by the Legislative Body, generally pre-prepared in writing, designated by sequential number, and reference to which shall be inscribed in the minutes and an approved copy of each resolution filed in the official book of resolutions of the Legislative Body. Resolutions are used when specifically required by law, when needed as a separate evidentiary document to demonstrate findings or to be transmitted to another governmental agency, or where the frequency of future reference back to its contents warrants a separate document (with the additional "whereas" explanatory material it often recites) to facilitate such future reference and research.

(b) A resolution may be adopted at the same meeting it is presented. Where a resolution has been prepared in advance, the procedure shall be: motion, second, discussion, vote pursuant to methods prescribed in Article 10~~XI~~, and result declared. It shall not be necessary to read a resolution in full or by title except to identify it.

(c) Where a resolution cannot reasonably be prepared in advance of a meeting, the Legislative Body may instruct the City Manager or the General Counsel to prepare aresolution for presentation at the next Legislative Body meeting. Where urgent, a resolution may be presented verbally in motion form together with instructions for written preparation for later execution. After the resolution has been verbally stated, the voting procedure in Article 10~~XI~~, shall be followed.

3.9 Ordinances (*City Council Only*)

(a) The City Council is the only Legislative Body empowered to amend~~legislate~~ the Banning Municipal Code by adoption of ordinances.

(b) Ordinances, other than urgency ordinances, require at least two readings at different meetings held at least five days apart with the first reading considered to be introduction of the ordinance and the second adoption.

(c) A waiver of further readings requires a majority vote of the Council members present and voting. -The waiver of further reading may be accomplished by one vote for all ordinances presented on the agenda of the present meeting. Government Code Section 36934.

(d) The Clerk/Secretary shall prepare copies of all proposed ordinances for distribution to all members of the City Council at the meeting at which the ordinance is introduced, or at such earlier time as is expedient. Ordinances shall be numbered and kept by the C~~c~~lerk/S~~s~~ecretary with the same formality as resolutions as described above in Section ~~5.4~~3.8.

(e) An urgency ordinance is an ordinance adopted for the immediate preservation of the public peace, health, and safety, containing a declaration of facts constituting the urgency. An urgency ordinance takes effect immediately and requires a four-fifths vote of the City Council for passage pursuant to Government Code ~~§~~Section 36937.

3.10 ~~Contracts and~~ Agreements

When any ~~contract or~~ agreement is to be considered by the Legislative Body, the complete ~~contract and~~ agreement, if complete in form for execution, shall be made a part of the agenda package presented to the Legislative Body and shall be made available for viewing by the public within the time frames required under the Brown Act and/or the California Public Records Act (Government Code ~~§§~~Sections 7920.000 *et seq.*~~6250 through 6276.48~~). The Legislative Body may choose to leave the final form of the contract to the discretion of General Counsel if the Legislative Body has determined the general conditions of the contract.

3.11 Limitation of Actions by Agenda

No action or discussion shall be taken by the Legislative Body, on any item not appearing on a posted agenda, subject only to the exceptions listed in Section ~~5.9~~3.13 below. "Action taken" as used herein shall mean a collective decision made by a majority of the Legislative Body, a collective commitment or promise by a majority of the Legislative Body to make a positive or a negative decision, or an actual vote by a majority of the Legislative Body upon a motion, proposal, resolution, order, or ordinance.

3.12 Public Comment Period

Pursuant to Government Code ~~§~~Section 54954.3, every agenda posted for any meeting shall contain an item entitled "Public Comment" in order to provide for an opportunity for the public to address the Legislative Body on items of interest to the public within the Legislative Body's subject matter jurisdiction. The public comment period should be conducted in accordance with Article 6~~VII~~.

3.13 Exceptions to Agenda Requirement for Action Taken

The Legislative Body may take action at a meeting on an item not appearing on the agenda for that meeting only under one of the following circumstances:

(a) Upon a majority determination that an "emergency situation" exists that is either (i) a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, or (ii) a dire crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a Legislative Body to provide one-hour notice before holding an emergency meeting may endanger the public health, safety, or both. All discussion of such emergencies must be in open session.

(b) Upon a determination by a two-thirds (2/3) vote of the Legislative Body, or if less than two-thirds (2/3) of the Legislative Body are present by a unanimous vote of those members present, that the need to take action arose subsequent to the agenda posting. For the purposes of this subsection, the term "need to take action" shall mean those circumstances whose occurrence creates a situation which is materially different from that which existed at the time the agenda was posted, and which requires the immediate attention of the Legislative Body. The mere failure of any person to notify the Legislative Body or staff of a pre-existing situation requiring Legislative Body attention until after the time for the posting of the agenda shall not be deemed to constitute a "need to take action" hereunder. If the Legislative Body makes a determination pursuant to this subsection, the minutes of the meeting at which the determination is made shall reflect what circumstances gave rise to the "need to take action" and why the item could not be placed on the agenda.

3.14 Minutes and Recordings

(a) An account of the actions taken in all proceedings of the Legislative Body in open meetings shall be kept by the Clerk/Secretary. The Clerk/Secretary shall prepare a ~~n abbreviated~~ record of the actions taken by the Legislative Body during open meetings~~meetings proceedings for approval by the Legislative Body~~, which when adopted by the Legislative Body shall be the

official Minutes of the meeting. —Amendment of the Mminutes may be made only as to factual accuracy of the actions taken and not as to a change of intent. The Minutes of the meetingneed shall not be verbatim or summary. Only the best and most complete available audio recording of the meeting shall constitute the official record of the Legislative Body, but the Minutes shall constitute the official record of the Legislative Body meeting where a verbatim audio record of the meeting is not available.

(b) If members of the Legislative Body make comments during a meeting of the legislative body, the members may not request that the Clerk/Secretary attach written comments to the Minutes that are verbatim of the comments made during the meeting.

(c) Any recording of a meeting made by or at the direction of the Legislative Body is a public record that must be retained and made available to the public for at least 30 daysin accordance with the Public Records Act. The Legislative Body must provide to the public, without charge, equipment to review the recordrecording.

ARTICLE 4 – CLOSED SESSIONS

ARTICLE 4 – CLOSED SESSIONS

4.1 Generally

The Legislative Body may hold closed sessions during a regular or special meeting, or at any time otherwise authorized by law, to consider or hear any matter which it is authorized by State law to hear or consider in closed session. Public comment shall be permitted on closed session matters prior to the closed session. If a closed session is included on the agenda, the description of the item shall meet the requirements of and shall identify the statutory basis for the closed session. During closed session, the Legislative Body shall exclude all persons which it is authorized by State law to exclude from a closed session. ~~No minutes of the proceedings of the Legislative Body during a closed session are required.~~ There shall be no closed session during any special emergency meeting. Closed session may not be held regarding a matter not listed on a properly posted agenda for closed session except upon the Legislative Body first taking action to place the item on the agenda as a closed session item as permitted by law.

4.2 Persons Authorized

Persons present in the closed session shall be only those persons necessary to the discussion of the matter under consideration. All other persons shall be excused. The Clerk/Secretary shall attend each closed session of the Legislative Body and keep and enter into a minute book a record of any reportable decisions made at the meeting, unless attendance is excused.

4.3 Confidentiality

The minute book for any closed session is not a public record and shall be kept confidential and shall be available only to members of the Legislative Body or as otherwise provided by law. (Government Code § 54957.2(a).) No person attending a closed session shall publicly discuss or otherwise reveal the proceedings in the closed session unless such publication has been approved by the vote of the Legislative Body taken during the closed session or as otherwise required by law. Violation of this rule shall subject the violator to censure by the Legislative Body as provided in Section 9.5 herein.

4.4 Public Reports

Before recessing into closed session, the Presiding Officer or General Counsel shall announce that the Body is recessing into closed session and shall name each closed session topic that will be discussed in closed session in at least as much detail as provided on the agenda.

Upon leaving closed session, the Presiding Officer or General Counsel shall report publicly any reportable actions taken on a closed session matter and, if any vote was taken, shall announce that the matter was put to a vote, the results of the vote, and how each Legislative Body member voted.

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ARTICLE 5 – ORDER OF BUSINESS

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ARTICLE ~~VI~~5 – ORDER OF BUSINESS

5.1 Order of Business

The order of business of each meeting shall be as contained in the agenda prepared by the Clerk/Secretary unless the majority of the Legislative Body members consent to take items out of order. The order of business at meetings of the Legislative Body may be as follows, in accordance with the procedures specified below:

1. Call Meeting to Order.
   - Pledge of Allegiance
   - Roll Call

~~Invocation.~~
~~Pledge of Allegiance.~~
~~Roll Call.~~
~~1.~~ Agenda Approval.
2.
   ~~1. Announcement of Closed Session Items, if applicable.~~

~~Public Business from the floor on closed session items.~~
~~Recess.~~
~~Reconvene Regular Meeting.~~
~~Pledge of Allegiance.~~
3. Presentations.
~~2.~~4. Closed Session Report, if applicable.
~~3.~~ Public Comments, Correspondence, ~~Presentations,~~ Appointments, and Reports.
~~4.~~5. ~~Announcements and Reports~~
~~5.~~6. Consent Items. (See Section ~~5~~6.3 below.)
~~6.~~7. Public Hearings.
~~7.~~8. Reports of Officers.
~~8.~~9. Discussion Items.
10. Announcements from Legislative Body Members.
~~9.~~11. Items for Future Agendas (~~Pending Matters~~New Items; Existing Items).
~~10.~~12. Adjournment.

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5.2 Call to Order

The meeting of the Legislative Body shall be called to order by the Presiding Officer, or the Vice-Chair in the Presiding Officer's absence. In the absence of both the Presiding Officer and Vice Chair, the meeting shall be called to order by the Clerk/Secretary and the three Legislative Body members present shall elect by majority vote a Presiding Officer for that meeting.

5.3 Consent Items

Matters of a routine or generally uncontested nature and non-controversial, shall be placed on the agenda as Consent Items and may be approved by the Legislative Body in a single motion by adoption of the Consent Calendar. Matters of a routine or generally uncontested nature and

non-controversial may include a matter where the City Manager believes (i) the matter would most likely be unanimously approved by the Legislative Body, or (ii) there is not likely to be public comment on the matter, or (iii) a public presentation of the matter would not be particularly beneficial to the community or public interest. The approval of the Consent Calendar shall signify the approval of each matter or recommendation included therein. All matters on the Consent Calendar shall be the subject to public comment procedures in Article 6~~VII~~. Upon the request of any member of the Legislative Body or upon the request of a member of the public made through the Presiding Officer, a matter may be removed from the Consent Calendar for separate discussion and/or action. Any such item shall be considered as part of the Excluded Consent Calendar. Each matter proposed for consideration as part of the Consent Items, including any recommended action, shall be described on the notice and agenda posted for the meeting. ~~The following matters are not appropriate for the Consent Calendar:~~

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~~(a)~~ Ordinances shall not be placed on the Consent Calendar for approval unless the ordinance has first been read or the reading of the ordinance has been waived as required by law.

~~(b)~~

~~Any matter where the City Manager believes (i) it the matter would most likely be unanimously approved by the Legislative Body, or (ii) there is not likely to be public comment on the matter, or (iii) a public presentation of the matter would not be particularly beneficial to the community or public interest.~~

5.4 City Representatives and Advisory Bodies *(City Council Only)*

(a) From time to time the Council may be required to assign a representative of the City to non-City boards, commissions, or organizations (e.g., boards or commissions of another agency or joint powers authority). Except as otherwise required by law or by the policies of the non-City organization, the Mayor shall make all such appointments of City representatives on non-City organizations after consultation with the City Council. Council appointments to non-City organizations shall be considered and made with the goal of keeping the appointee in the organization for a long enough period of time that the appointee may gain seniority and/or a position of leadership within the organization. This goal shall be construed to mean that the same appointee should remain within a non-City organization for at least two years where reasonably possible and convenient for said appointee. Nothing herein, however, shall be construed to limit or waive the City Council's power to remove appointees pursuant to subsection (c) below.

(b) The City Council shall have the power to establish advisory committees, commissions, other Legislative Bodies and Non-Governing Bodies. Any committee which is (i) established by ordinance, resolution, or other formal action, ~~or~~ (ii) has a fixed regular meeting schedule, ~~or~~ (iii) has continuing subject matter jurisdiction over a non-temporary issue, ~~or~~ (iv) which continues to conduct business in excess of 180 days, or (v) has a majority membership of officials from other Legislative Bodies, shall be subject to the provisions of the Brown Act.

Advisory bodies and committees may take the following form:

i) The Council may, as the need arises, authorize the appointment of "ad hoc" Council committees composed of two members. Except where otherwise specifically provided by law, the Presiding Officer shall appoint the members of the Council committees, subject to the approval of the Council. Any committee so created shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority vote of the Council.

ii) The Council may, subject to the Brown Act, create other committees, boards, and commissions, whether Legislative Bodies or Non-Governing Bodies, to assist in the conduct and operation of the City government with such jurisdiction and duties as the Council may specify. Except as otherwise required by law, the Mayor shall make appointments of members to such committees, boards, or commissions subject to the approval of the Council. The procedure of filling vacancies and provision of notice thereof shall be subject to the provisions of the Maddy Act (Government Code, §§Sections 54970-54974).

iii) Sub-Legislative Bodies, including Non-Governing Bodies, shall be responsible for reporting the Body's activities to the City Council. The members of a Sub-Legislative Body or Non-Governing Body shall operate within the jurisdiction established by the Council and shall not have authority to make subcommittees unless specifically granted such authority by action of the full City Council. Staff members may be assigned to assist any Council-created committee by the City Manager; staff members so assigned shall not be members of the committee unless specifically appointed as such by action of the full Council.

(c) Absent any other provision to the contrary, members of any non-City organization, or City committees, boards or commissions may be removed by the Council without cause by a majority vote of the whole City Council body. Any member of the City Council may place the question of such removal on the agenda. Any committees, boards, or commissions so created may be abolished by a majority vote of the whole City Council body by repeal of the enacting ordinance or resolution.

5.5 Budgets

The City Council shall have the power to approve the City budget, and each Legislative Body shall have the power to approve the budget of funds specifically apportioned to control of that Legislative Body (e.g., the Successor Agency Board shall approve the budget of the Agency and the Housing Authority Board shall approve the budget of the Authority). Approval of the budget constitutes approval of a proposed plan of expenditures and revenues. It does not constitute an authorization for expenditures. With respect to any given expenditure the applicable procedure shall be followed. AFurther adoption of the budget does not, unless otherwise specified by resolution, constitute authorization for any specific employment class or position.

5.6 Items from Members, the City Manager, and the City Treasurer

(a) There is a specific item on the agenda - "Announcements from Legislative Body Members" - for receiving general comments, announcements, and/or suggestions from members of the Legislative Body. This can be used to inform the public concerning upcoming events, report on members' attendance at conferences and seminars, and for requests by members that staff look into specific matters or similar matters. These matters may not be discussed, opined upon, or deliberated, and if they do not concern a matter on the agenda, shall be handled by the

Presiding Officer according to the same procedures set out for Public Comment in Section 6.27.3. No action may be taken on such matters without being placed on a subsequent agenda.

(b) There is an agenda item referred to as "New Itemspending matters." Matters are listed under this item pursuant to Section 3.5.1 where a member has asked that the matter be scheduled for discussion of whether a future staff report should be prepared. The listing of the matter allows a discussion of whether a staff report should be prepared, or it may be held inon the pending "Existing Items" section of the agenda to keep track of when it will be assigned if the City Council determines that a staff report should be prepared forto a future agenda.

(c) There is an agenda item referred to as "City Manager's Reports from City Manager." This may be used by the City Manager similarly to the item for members of the Legislative Body in Subsection (a) above to make announcements without separately listing the matter on the agenda,and subject to the same restriction that there may be no discussion or action on such matter.

(d) There is an agenda item referred to as Reports from "City Treasurer's Report." The City Treasurer shall attend the meetings of the Legislative Body, unless excused. The City Treasurer may report on (i) the activities of the City Council Budget and Finance Committee, and (ii) the duties of the City Treasurer as imposed under State law, except such duties otherwise delegated by the City Council to the City Clerk or the Administrative Services Director.

(e) There is an agenda item referred to as "City Council Committee Reports." Under this agenda item, City Council members may report on meetings of committees that City Council members are assigned to attend.

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ARTICLE 6 – PUBLIC COMMENT AND PRESENTATIONS

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ARTICLE 6~~VI~~ – PUBLIC COMMENT AND PRESENTATIONS

6.1 City Council Meeting Presentations

City Council presentations are for providing information to the Mayor and Council, City management, and the community about activities of interest and value, including ~~to include~~ activities, events and infrastructure projects relating to the City, honors and celebrations for organizations, corporations and residents which reflect their service to the Banning community, honors, and recognitions for City staff for outstanding service or commitment to the City's mission and goals. **Please Note:** This is not the appropriate time to seek funds from the City and/or endorsements from City Council or discuss politics.

All presentations are to be no more than five minutes in length, including~~; this is to include~~ all speakers for the group being recognized. Please see the attached "Exhibit B" for a complete copy of the Banning City Council Meeting Presentation Policy contained and incorporated as an exhibit to this Manual ~~of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings for the City of Banning~~.

6.2 Public Comment

At the beginning of any Legislative Body meeting, the public shall be afforded the right to comment on any and all issues (not on the agenda) within the subject matter jurisdiction of the Legislative Body. Such general public comment on non-agendized issues shall be taken at the beginning of the meeting under a "~~General~~ Public Comments" heading. Each speaker will be limited to a maximum of three (3) minutes to provide comments on non-agendized issues. With regard to matters not on the agenda, the Legislative Body may ask questions of persons who raise new matters during the ~~General~~ Public Comment period or otherwise. However, all Legislative Body questions must be limited to facts-only informational inquiries, and the Legislative Body may not discuss the merits, express any opinions, or ask questions that convey opinions or thought processes with respect to any non-agendized issue. The public shall also be afforded the right to comment on every item appearing on the agenda prior to the Legislative Body's consideration of that item, as provided in Section 6~~7~~.54 below.

6.3 Time Limitations

The time limit to speak for public comments is five (5) minutes during a noticed public hearing and to provide comments on all other agendized items, provided that these limits do not apply to a project applicant speaking at a public hearing pursuant to Article 7~~VIII~~. All such time limits shall be noticed on the agenda for the meeting. Notwithstanding these time limits, the Presiding Officer has the full prerogative to maintain meeting order and decorum as provided in Section 9.1 and Article 9~~X~~ generally, and the Presiding Officer may reasonably reduce the time if there are a significant number of speakers or extend time if he/she finds such extension is reasonably necessary to allow the speaker to complete his/her message without repetition or unnecessary tangents.

6.4 Reserved

6.54.1 Additional Procedures for Public Comment on Agenda Items

(a) Members of the public shall have the opportunity to address the Legislative Body on each and every item listed on the agenda. Public comment on agenda items must be heard prior to the Legislative Body's consideration/discussion of the item. Public comments on an agenda item may be heard either in combination with the ~~General~~ Public Comment period at the start of the meeting, or at the time the Legislative Body opens the item, orboth, as determined by the Legislative Body and set forth in the agenda.

(b) The purpose of the public comment period is to receive input from the public, not to create a debate between the Members and the public. Members should generally refrain from debating members of the public during the period for public comment, but if Members desire to clarify comments by members of the public, they may ask factual questions, and if necessary, should do so during the public comment period.

(c) The Presiding Officer should clearly open and close the public comment period. After the close of the public comment period or after a motion has been made, no member of the public shall address the Legislative Body without first securing permission of the Presiding Officer.

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ARTICLE 7 – NOTICED PUBLIC HEARINGS

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ARTICLE 7~~VII~~ – NOTICED PUBLIC HEARINGS

7.1 Public Hearings; Notice; Fairness

(a) Matters noticed to be heard by the Legislative Body shall commence at the time specified in the notice of hearing, or as soon thereafter as is reasonably possible, and shall continue until the same has been completed or until other disposition of the matter has been made.

(b) Legislative Body members shall not overtly or implicitly promise a particular action by City staff or by any Legislative Body. Where a Legislative Body member is contacted about an issue that will be presented to any Legislative Body of the City, it is appropriate to give a brief overview of City policy, to refer to City staff for further information, or to suggest that the concern be brought to the whole Council at the hearing or Council meeting, as appropriate.

(c) All public hearing notices shall be issued and published in compliance with any statutory notice requirements applicable to the particular hearing at issue and such notice shall inform interested persons of the s~~S~~tatute of l~~L~~imitations to challenge the validity any action taken Legislative Body on such matter.

(d) In all matters before a Legislative Body, whether public hearing or otherwise, the Legislative Body must judge the matter fairly and without personal bias. Although every Legislative Body member has a right to their own personal opinions, Legislative Body members should by their demeanor show an ability to listen to a variety of viewpoints and demonstrate a reasonable willingness to consider all sides of an issue before them. For quasi-~~–~~adjudicative matters involving public hearings, the members of the Legislative Body shall not prejudice the matter prior to the public hearing, shall be fair and impartial, and shall decide the matter based upon the evidence and the statutorily required findings.

(e) For such matters, Legislative Body members should avoid expressing an opinion or divulging their thought process until after the public hearing has been completed.

7.2 Continuance of Hearings

(a) Any hearing being held or noticed or ordered to be held by the Legislative Body may, by order or~~,~~ notice of continuance, be continued, or re-continued to any subsequent meeting in the manner provided for adjourned meetings.

(b) When it is the decision of the Legislative Body to continue an item, which appears on the agenda, prior to hearing any report, testimony or taking evidence on the item, the Legislative Body may make such intent known at the beginning of the meeting. At that time, the public shall be offered the opportunity to speak regarding the intent to continue the item. At the time regularly scheduled for the hearing of the item, the Legislative Body shall then take action to continue the item after again informing the public of the intent to continue the matter. No testimony or evidence shall be taken at that time unless the speaker will not be available at the continued hearing date.

(c) When the Legislative Body has continued the public hearing on an item after its commencement, persons testifying at the first public hearing shall be permitted to again address the Legislative Body on the item at the renewed hearing subject to the finding of the Presiding

Officer that the testimony is redundant. Upon such finding the time allotted fortestimony by the individual may be summarily reduced.

(d) Continuances of a public hearing to a date certain need not be re-noticed unless (i) the hearing has not been continued to a date certain, or (ii) has been continued three or more times and the Presiding Officer believe confusion may be created as to the time of the hearing.

7.3 Conduct of Hearings

(a) When a matter for public hearing comes before the Legislative Body, the Presiding Officer shall request that staff present the staff report and any other relevant evidence, but the presentation of the staff report prior to the formal opening of the public hearing shall not prevent its consideration as evidence. Any such evidence shall be made a part of the record of the public hearing. The Presiding Officer shall permit members of the Legislative Body to ask questions of staff but should prevent expressions of opinion by members of the Legislative Bodybefore the conduct of the hearing.

(b) The Presiding Officer shall thereafter open the public hearing and inquire if there are any persons present who desire to address the Legislative Body on the matter. Any person desiring to speak or present evidence upon being recognized, may speak or present evidence relevant to the matter being heard. Any testimony shall be truthful.

(c) Members of the Legislative Body who wish to ask questions of the speakers, during the public hearing portion, may do so but should be mindful that the purpose of the public hearing is to obtain testimony and evidence from the speakers, and not to debate the merits of the matter with speakers. Members should avoid debate and expressions of personal opinion until after the close of the public hearing. Unlike public comment periods, generally there should be no response to speaker comments until after the close of the hearing. The Presiding Officer shall conduct the hearing in such a manner as to afford due process to all affected persons.

(d) All persons interested in the matter being heard by the Legislative Body shall be entitled to submit written evidence or remarks, as well as other graphic evidence. All such evidence presented shall be retained by the Clerk/Secretary as part of the record. Each speaker may only speak once during the public hearing unless the Legislative Body requests additional clarification later in the process.

(e) Upon closing of the public hearing by the Presiding Officer, no additional public testimony shall be solicited or received by the Legislative Body without reopening the public hearing. If, however, the Legislative Body receives relevant new evidence after the close of the public hearing and such new evidence may impact the Legislative Body motion or vote, the Legislative Body may re-open the public hearing to obtain public comments upon such new evidence.

(f) The Presiding Officer has the prerogative to establish special rules, such as to require group spokesmen, to limit the number of speakers, to limit the total time for testimony, to allow speakers to give time to others, or otherwise control the hearing, provided that (i) speakers are treated fairly, and that (ii) any such special rules are announced in advance of their application. The Presiding Officer always retains the prerogative to cut off speakers who are unduly repetitious,

and to permit the extension of time to speakers.

7.4 Extra-Meeting Contacts on Matters Set for Public Hearing

(a) Legislative Body members should minimize their contacts with, applicants, or other persons who will be the subject of a quasi-adjudicative public hearing matter to be heard before the Legislative Body. Legislative Body members should avoid extra-meeting contacts with persons who will be the subject of a public hearing before the Body or with advocacy groups or special interests.

(b) If a Legislative Body member is contacted directly by such person outside the meeting setting, the member shall refrain from expressing any viewpoints or thought processes to the person until after the public hearing. The Legislative Body member may explain that they are unable to express any viewpoint on the matter until all evidence has been heard in the course of a public hearing and should encourage any such person to present their position in writing or orally at the public hearing.

(c) At the commencement of the public hearing, the Legislative Body member must disclose publicly any extra-meeting contacts or discussions had which may be relevant to the decision.

(d) The limitations set forth in this Section shall not be read as preventing a Legislative Body member from inspecting a site that will be relevant to a public hearing, although such sight inspection should be disclosed on the record at the beginning of the public hearing.

ARTICLE 8 – MEETING OFFICERS

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ARTICLE 8~~IX~~ - MEETING OFFICERS

8.1 Presiding Officer

(a) The meeting shall be presided over and chaired by the Presiding Officer, or, in the Presiding Officer's absence, the Vice Chair. The Presiding Officer shall have the authority to rule any speaker out of order, including speakers during the public comment period if the subject raised is not within the subject matter jurisdiction of the Legislative Body, or during a public hearing if the speaker is not presenting testimony or evidence relevant to the matter which is the subject of the public hearing. The Presiding Officer shall have the responsibility for the conduct of meetings in an orderly manner and to prevent the obstruction of business, and in carrying out this responsibility shall have the authority to give the floor to any member of the Legislative Body or the public by recognizing them, to prevent the misuse oflegitimate forms of motions or privileges, to take matters up out of order, to caution speakers as to disruptive behavior, and to order any persons willfully interrupting the meeting to be removed from the room, including as provided in Article 9~~X~~.

(b) The Vice Chair shall generally take the place of the Presiding Officer in the absence of the Presiding Officer. In the absence of the Vice Chair, the Presiding Officer may call any other member to take his or her place as Presiding Officer; such substitution not to continue beyond adjournment.

(c) Any determination made by the Presiding Officer may be appealed by the making of a Motion to Appeal the Ruling by any other member of the Legislative Body. The Presiding Officer's determination will stand unless a majority of the Legislative Body members vote in favor of the Motion to Appeal the Ruling, in which case the ruling of the Presiding Officer will be overridden. The Motion to Appeal the Ruling is governed by the Chart of Motions attached as Exhibit A.

8.2 Representation of Legislative Body

(a) The Mayor is the designated representative of the City and the City Council for purposes of presenting and expressing the official City position on an issue. If individual members of the Council or other Legislative Bodies are contacted by the media for a statement of official City position, the member should refer such inquiries to the Mayor. Otherwise, public or media statements by a Legislative Body member should be clearly characterized as comments upon a personal viewpoint.

(b) Members of the City Council may use official City letterhead to correspond with other public officials and with consultants, but any such correspondence shall state that the views expressed therein are personal and not the position of the City unless the City Council has officially adopted such position. No ~~commission or Sub-Legislative Body~~other Legislative Body may take a position officially representing the City unless authorized to do so by the City Council.

8.3 Email and Social Media Policy

(a) Members of the Legislative Body are provided with City email accounts which may be utilized for the conduct of City business, including communications with constituents.

Members should be aware that all such communications may be subject to the Public Records Act (Government's Code Section 7920.000 *et seq.*6200). UseThe use of private email accounts for City business may also make them subject to disclosure.

(b) Members of the Legislative Body are subject to the Brown Act in the use of email and social media.

(c) Email communications may not be used to develop a collective consensus or decision on any matter. Email communications to the entire Body should be avoided but may be permitted to provide factual information, for example such as arranging an event, where no discussion or exchange of opinions on a matter within the jurisdiction of the Legislative Body is initiated or occurs.

(d) Members of the Legislative Body may engage in separate conversations or communications on an internet-based social media platform to answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the Legislative Body. A majority of the Legislative Body members shall not use any internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the Legislative Body. A Legislative Body member shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the Legislative Body that is made, posted, or shared by any other member of the Legislative Body.

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8.4 Clerk/Secretary

The Clerk/Secretary, or his/hertheir deputy, shall attend all meetings of the Legislative Body unless excused and shall keep the official minutes and perform such other duties as may be requested by the Legislative Body.

8.5 City Manager

(a) The City Manager, or designee, shall attend all meetings of the Legislative Body unless excused. The City Manager may make recommendations to the Legislative Body and shall have the right to take part in all discussions of the Legislative Body but shall have no vote. The City Manager shall provide the Legislative Body with a staff report providing sufficient information to be the basis for any action by the Legislative Body at its meeting. Any officer or employee of the City, when directed by the City Manager, shall attend any meeting of the Legislative Body, and may present information relating to matters before the Legislative Body.

(b) The City operates under the city manager form of government (Government Code §Section 34851 *et seq.*). The City Manager has the power to: (i) administer the day-to-day affairs of the City; (ii) hire and fire City employees (except the City Attorney); and (iii) perform such other functions as the City Council chooses to authorize by ordinance. The City Manager shall carry out the City Council's policy direction through the day-to-day management of City functions. City Councilmembers may not individually provide direction to the City Manager.

8.6 General Counsel

(a) The General Counsel, or deputy, shall attend all meetings of the City Council unless excused and shall upon request of any member give an opinion, either written or oral, on questions of law. The General Counsel, or deputy, shall attend all meetings of such other Legislative Bodies as directed by the City Council or City Manager. The General Counsel serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. Final rulings on parliamentary procedure are made by the Presiding Officer, subject to the appeal of the full Legislative Body pursuant to Section 8.1 ~~3 of~~ above~~Article XI, below~~. All ordinances and resolutions, all contracts, deeds, and easements or other legal instruments shall be approved as to form ~~and legality~~ by the General Counsel. ~~Contracts~~ Agreements may be approved as to form ~~and/or legality~~ by the General Counsel when exceeding purchasing ordinance and policy guidelines. In any case of ambiguity or uncertainty in the interpretation or application of this Manual to any procedure, the Presiding Officer may direct such question to the General Counsel for a ruling.

(b) Any member of the Legislative Body may request from the General Counsel a legal opinion regarding any matter related to the interests of the City. Where a legal opinion involves substantial cost, the request for the opinion must first be approved by the City Manager or by a majority of the Legislative Body. The General Counsel is the legal representative of the City acting through its Legislative Body. There is a continuing legal question as to whether the General Counsel may have an attorney-client relationship with any individual member of the Legislative Body or the City staff. As a consequence, any discussion with the General Counsel which leads to the conclusion that the interests of the City are at risk must be revealed to all relevant members of the Legislative Body and the City staff by the General Counsel. The General Counsel shall not have an attorney-client relationship with individual Council members. The General Counsel is required to maintain the confidentiality of such communications from persons outside the City to the extent required or permitted by law and the code of ethics.

(c) The General Counsel has no statutory duty or authority under the Political Reform Act to provide Political Reform Act advice to any Legislative Body member but should provide advice to members when requested. However, a Legislative Body member may not rely on advice from the General Counsel to provide him or her with immunity from FPPC enforcement or prosecution. Such immunity may be obtained only through a written advice letter obtained from the FPPC, on the question in issue, by the Legislative Body member. A Legislative Body member enjoys no privilege of attorney/client confidentiality in reviewing these matters with the General Counsel. Any advice given to an individual member of a Legislative Body cannot be withheld from the rest of the City or Legislative Body. If, after receipt of an opinion of the General Counsel, the Legislative Body member wishes to participate in the decision-making process with immunity from prosecution or enforcement, the General Counsel shall assist the Legislative Body member in making direct contact with the FPPC for informal or formal advice upon which the Legislative Body member can rely.

(d) *[City Council Only]*. It often happens that other jurisdictions or the League of California Cities or other regional or statewide association will ask the City to participate in the filing of a letter or brief before a court in a matter deemed to be of concern to all or a great many cities. These "friend of the court" or "amicus" briefs have the effect of informing the court how

widespread will be its opinion and how that opinion will affect cities. Such participation is normally without direct cost to the City. In considering whether to direct General Counsel to file an amicus brief, the City Council shall consider whether such brief would represent or propose a position that conflicts with, or causes strife amongst, other City- related interests such as, without limitation, the interests of employee organizations, law enforcement or public safety.

i) Upon receipt of the request, the General Counsel shall make the request available through the City Manager to the Council. Upon a determination by any Council member that there is an interest in participating in the action in the manner proposed, the Council member shall inform the City Manager or General Counsel who shall place the matter as an item for discussion in closed session on the agenda of the next Legislative Body meeting. The General Counsel may otherwise place an amicus request on the agenda on his or her initiative.

ii) In lieu of the foregoing process, where there is urgency to the matter, General Counsel is authorized to undertake the filing of the letter or brief where (i) in the opinion of General Counsel the legal matter significantly affects the interests of the City, (ii) the General Counsel has consulted with and received the approval of the City Manager, (iii) the cost to the City will not exceed $5,000, and (iv) the General Counsel makes a written report of the action to the Legislative Body.

iii) Approval given to the General Counsel to defend, or seek or refrain from seeking, appellate review or relief, or to enter as an amicus curiae in any form of litigation as the result of a closed session consultation shall be reported in open session at the public meeting during which the closed session is held. The report shall identify, if known, the adverse party or parties and the substance of the litigation. In the case of approval given to initiate or intervene in an action, the announcement need not identify the action, the defendants, or other particulars, but shall specify that the direction to initiate or intervene in an action has been given and that the action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the agency's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

8.7 Conflicts of Interest

All Legislative Body members are subject to the provisions of California Law, such as Chapter 1, Title 9, of the California Government Code, relative to conflicts of interest, and to conflicts of interest codes adopted by the Legislative Body. Any Legislative Body member prevented from voting because of a conflict of interest shall refrain from in any way participating in the matter giving rise to the conflict. Where abstention from a matter is made on the basis of a conflict of interest arising from a financial interest in the decision, the Legislative Body member shall announce their abstention from the matter when it is first opened, and then shall set forth the reason for the abstention with the degree of specificity at least equal to the disclosure of the Legislative Body member's financial interests on the Legislative Body member's annual statement of financial interests; immediately after such announcements, the Legislative Body member shall leave the room. The Legislative Body member shall not overhear the staff report, participate in the discussion or deliberations, and shall not otherwise make or participate in making the decision or in any way attempt to use his or her official position to influence the decision. This shall not

prevent the conflicted Legislative Body member from coming before the Legislative Body solely during the public comment period as an affected citizen to state his/her opinion on how the matter impacts their disqualifying interests.

8.8 Reserved

8.9 No Financial Interest in ~~Contracts~~Agreements

A member of a Legislative Body shall not have a financial interest in an agreement ~~contract~~ within the meaning of (Government Code Section§ 1090 *et seq.*) made in their official capacity. An agreement ~~contract~~ in which a Legislative Body member has a financial interest ~~and such contract~~ shall be null and void whether the member participates in the making of the contract or not, unless a remote or non-interest exception applies under Government Code Sections 1091 or 1091.5.

8.10 Ethical Standards

A member of a Legislative Body shall maintain the highest ethical standards and shall adhere to all laws and the ordinances and regulations of the City in carrying out their duties.

8.11 Confidential Information

No Legislative Body member may disclose confidential information to any unauthorized person. A violation of this rule shall subject the violator to censure by the Legislative Body as provided in Section 9.5 herein.

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ARTICLE 5 – DECORUM AND ORDER

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ARTICLE 9~~X~~ – DECORUM AND ORDER

9.1 Decorum and Order – Legislative Body Members

(a) Any member of the Legislative Body wishing to speak, or any member of the public wishing to address the Legislative Body must first obtain the floor by being recognized by the Presiding Officer. The Presiding Officer must recognize any member of the Legislative Body who seeks the floor when appropriately entitled to address the Legislative Body. The Legislative Body member shall confine himself or herself to the question under debate.

(b) Any member of the Legislative Body, including the Presiding Officer, may bring a matter of business properly before the Legislative Body for decision by making a motion. Any Legislative Body member, including the Presiding Officer, except the Legislative Body member making the motion, may second a motion. Once a motion is seconded, it may be opened for discussion and debate.

(c) The Presiding Officer shall determine all points of order, subject to the right of any member to appeal to the majority Legislative Body.

(d) A Legislative Body member, once recognized, shall not be interrupted while speaking unless called to order by the Presiding Officer, unless a Point of Order is raised by another Legislative Body member, or unless the speaker chooses to yield to questions from another Legislative Body member.

(e) Any Legislative Body member called to order while speaking shall cease speaking immediately until the question of order is determined. If ruled to be in order, the member shall be permitted to proceed. If ruled to be not in order, the member shall comply with ruling of the Presiding Officer.

(f) Legislative Body members shall accord the utmost courtesy to each other, to City or Legislative Body employees, and to the public appearing before the Legislative Body and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities, which disrupt, disturb, or otherwise impede the orderly conduct of the Legislative Body meeting.

(g) Any Legislative Body member may move to require the Presiding Officer to enforce the rules and the affirmative vote of a majority of the Legislative Body shall require the member to so act.

(h) The members of the Legislative Body shall not engage in communications during the Legislative Body meeting (including breaks) regarding matters being considered on the agenda unless and until the Legislative Body has opened that agenda item. In order to minimize exposure to a Brown Act violation, Legislative Body members are discouraged from discussing any City business during breaks or before and after meetings; City business may only be discussed by a quorum of Legislative Body members when it is opened as a duly noticed agenda item.

(i) The members of the Legislative Body shall always be attentive and show respect to those addressing the Legislative Body provided that nothing shall prevent the enforcement of the

rules of decorum herein.

(j) No Legislative Body member attending a meeting of another ~~City commission or committee~~Legislative Body shall make any statement or, give the appearance or indicate in any way that they are representing the Legislative Body unless they have been authorized to do so by the Legislative Body. When making a comment at such a meeting, the Legislative Body member should make it clear that they are speaking solely as an individual. Unless officially appointed to participate on a committee, Legislative Body members should make an effort not to insert themselves into or take positions on matters which will ultimately be decided upon by the Legislative Body.

(k) The Legislative Body may punish its own members for misconduct pursuant to Section 9~~10~~.5.

9.2 Decorum and Order – Employees

(a) Members of administrative staff and employees of the Legislative Body shall observe the same rules of procedure and decorum applicable to Legislative Body members. The City Manager shall ensure that all staff and employees observe such decorum. Any staff members, including the City Manager, desiring to address the Legislative Body or members of the public shall first be recognized by the Presiding Officer. All remarks shall be addressed to the Presiding Officer and not to any individual Legislative Body member or member of the public.

(b) Questions of City staff and/or requests for follow-up or additional background information should be directed only to the City Manager, General Counsel, Assistant City Manager, or Department Heads. The Office of the City Manager should be copied on any request, except those to the General Counsel. When in doubt about what staff contact is appropriate, Legislative Body members should ask the City Manager for direction. Materials supplied to a Legislative Body member in response to a request will be made available to all members of the Legislative Body so that all have equal access to information.

(c) Legislative Body members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

9.3 Decorum and Order – Public

(a) Members of the public attending Legislative Body meetings shall observe the same rules of order and decorum applicable to the Legislative Body. All remarks and questions should be addressed to the Presiding Officer and not to any individual Legislative Body member, staff member or other person.

(b) Any person conducting their public remarks or behavior before the Legislative Body in such a way as to actually cause disruption to the conduct of the meeting maybe removed from the room by the sergeant-at-arms as directed by the Presiding Officer. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar disruptive demonstrations shall not be permitted by the Presiding Officer, who may direct the sergeant-at-arms to remove such

offenders from the room or call a recess of the meeting. Aggravated cases may be prosecuted on appropriate complaint signed by the Presiding Officer.

(c) Members of the public shall be allowed to video or audio record a public meeting unless such recording becomes an actual and unreasonable disruption to the Legislative Body's ability to carry-out the meeting.

9.4 Enforcement of Decorum

(a) The Banning Police Chief or designee shall be ex-officio sergeant-at-arms of the Legislative Body. He shall carry out all orders and instructions given him by the Presiding Officer for the purpose of maintaining order and decorum in the Legislative Body meeting. Upon instructions from the Presiding Officer, it shall be the duty of the sergeant-at-arms to eject any unruly person from the Legislative Body meeting chamber or place him or her under arrest or both for conduct actually disrupting to the Legislative Body proceedings. Such person may be barred from further participation in the meeting.

(b) Generally, if the Presiding Officer intends to eject a person for disruption of a meeting, a public warning should be issued. Examples of remarks or behavior that cause actual disruption of the Legislative Body proceedings include:

- Unauthorized remarks from the audience, stamping of feet, whistles, yells, outbursts, catcalls, cursing, applause, offensive or obscene gestures or similar demonstrations which disrupt, disturb, or otherwise impede the Legislative Body proceedings
- Interrupting speakers or speaking when not recognized
- Calling members of the audience names or threatening them
- Extended discussion of matters beyond the jurisdiction of the Legislative Body
- Physical threats to any person
- Shouting into the microphone
- Dumping objects on the floor of the chamber where the proceeding is held for symbolic or other reasons.
- Speaking beyond the time limits
- Being unduly repetitious

(c) Examples of non-disruptive conduct include:

- Silent gestures by members of the audience, such as a thumbs up or thumbs down or Nazi salute that are not otherwise disruptive of the meeting.
- Catcalls or booing during a time allowed for applause that does not otherwise disrupt the meeting.
- Criticisms of public officials or staff during a time reserved for public comment that does not otherwise violate ~~Council procedures~~ this Manual and does not disrupt the meeting.

(d) As set forth in Government Code Section~~§~~ 54957.9, in the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such

meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the Legislative Body members may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this Section. Nothing in this Section shall prohibit the Legislative Body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

9.5 Censure of Legislative Body Members

(a) It shall be a violation of this section for any sitting member of a Legislative Body to violate any general law or regulation, and any, rule, law, ordinance, or resolution of the City of Banning. It shall also be a violation of this section for any sitting member of a Legislative Body to violate an administrative policy of the City which has been adopted following a vote of the Legislative Body or the City Council on the matter and which by its terms is expressly made applicable to the Legislative Body.

(b) Any violation of the foregoing paragraph by a Legislative Body member may be punished through the administration of a public censure of the member by the member's Legislative Body. Such censure may be in addition to any other punishment applicable to the violation. For purposes of this section, "censure" shall mean the adoption of a motion setting forth a statement of disapproval of a Legislative Body member's conduct.

(c) When evaluating a request for defense made by the censured member in litigation arising from the censured conduct, the record of the censure shall be considered by the Legislative Body. Such record shall not be determinative. Failure of the Legislative Body to censure the conduct of a member does not constitute waiver of the Body's right to refuse to defend the member in an action.

(d) A Legislative Body member may not be made the subject of a motion for censure without first being given notice of the violation and an opportunity to correct the violation if it can reasonably be corrected. Upon a continued violation or failure to correct, the charged member shall be given notice and an opportunity to be heard as follows:

(i) Only a sitting member of the Legislative Body whose member commits the violation may initiate proceedings for the censure of one of its members.

(ii) Proceedings shall be commenced by the presentation of a written statement of charges to the subject Legislative Body member witha copy delivered concurrently to the Clerk/Secretary by the member initiating the charge. Initiation shall not require the prior approval of the Legislative Body. The statement of charges shall be given at least ten (10) days prior to the meeting at which the censure motion is proposed to be brought. The notice shall contain, at a minimum, the designation of the specific rule, law regulation, etc. which the member is claimed to have violated and a statement of the date, place, and time at which the violation occurred. The statement shall further contain a description of the conduct of the member which is alleged

to constitute the violation. The statementof charges shall be delivered to all other Legislative Body persons.

(iii) Within seven (7) days after delivery of the statement of charges, the charged member should deliver a written response to the other members of the Legislative Body unless the charged member chooses to defer to response to the hearing.

(e) The motion for censure shall be agendized and considered at the first regular meeting occurring ten (10) days following the delivery of the statement of changes to the member and Clerk/Secretary. The hearing may not be continued except upon the absence from the meeting of a member of the Legislative Body other than the member bringing the charge or the member who is the subject of the charge.

(i) The hearing shall be conducted in an open session by the Presiding Officer unless the Presiding Officer is a party to the action, in which case the Vice Chair or some other member shall conduct the proceedings.

(ii) The hearing shall generally proceed by a reading of the charges by the charging member. The charging member may present witnesses; the charged member may answer in rebuttal; members of the public may speak in favor or opposed to the charge; and the remaining members may speak to the charges in that order.

(iii) Passage of the motion for censure shall require a majority vote of the members of the Legislative Body. The voting members shall not go into closed session for deliberation.

(f) If the motion for censure does not pass the proceedings shall be at an end. A new motion for censure on the same grounds of violation may not thereafter be commenced against the same Legislative Body member for a period of 1 calendar year from date of the vote. However, new proceedings may be commenced on the same charges within the 1-year period onthe vote of 4 members of the Legislative Body.

(g) If the motion for censure does pass, such motion shall become a part of thepublic record a copy of which shall be made available upon demand to any member of the public and notice of same shall be placed in the administrative file of the Legislative Body member.

9.6 Persons Authorized To Be Within Platform/Dais

No person except Legislative Body officials or authorized Legislative Body staff shall be permitted behind the Legislative Body dais without permission or consent of the Presiding Officer.

9.7 Personal Privilege

If a Legislative Body member is personally offended by the remarks of another member, the offended Legislative Body member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the

language used. The Presiding Officer will maintain control of this discussion. The right of a member to address the Legislative Body on a question of personal privilege shall be limited to cases in which his integrity, character, or motives are assailed, questioned, or impugned.

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ARTICLE 10 – PARLIAMENTARY PROCEDURES

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ARTICLE 10~~XI~~ – PARLIAMENTARY PROCEDURES

10.1 Procedures In Absence Of Rules

(a) Unless otherwise specified in this Manual or by ordinance or resolution, meetings of the Legislative Body shall be conducted in accordance with the most recently revised edition of Robert's Rules of Order. In the event of any conflict between Robert's Rules and this Manual, the provisions of this Manual shall govern.

(b) Any provision of these rules not governed by the Government Code may be temporarily suspended by a two-thirds (2/3) vote of all members of the Legislative Body. Such suspension may be moved at any time by a member. The vote on any such suspension shall be taken by yeas or nays and entered upon the record.

(c) Motions, motion procedures and precedence of motions shall be conducted in accordance with Exhibit "A" hereto.

10.2 Voting

(a) After a full opportunity for debate if it appears that there is a consensus of opinion among the members of the Legislative Body on the matter to be voted upon, the Presiding Officer may state the consensus of the Legislative Body and ask if there is any objection. If there is no objection, the consensus as so stated shall become the order of the Legislative Body. The Presiding Officer may also determine that a consensus exists following a call for a vote by any member of the Legislative Body by a Motion to Call the Question.

(b) Except as in Subsection (a) above, otherwise, all votes of the Legislative Body shall be taken by electronic vote. In the event the electronic voting machine is not functioning or otherwise unavailable, vote shall be by roll call vote. The order voting shall be alphabetical with the Presiding Officer voting last. The Clerk/Secretary shall call the names of all members seated when a roll call vote is ordered or required. Members shall respond 'aye', 'no' or 'abstain.' After every vote, the Legislative Body shall declare the result and, on all but consensus votes, shall note for the record the number of votes for or against the question. The ayes and noes shall be taken upon the passage of all ordinances and resolutions and entered upon the official record of the Legislative Body.

10.3 Votes Needed

(a) Usually, in the absence of a contrary statutory provision (such as urgency measures), a majority of a quorum which constitutes a simple majority of the Legislative Body may act for that body. However, resolutions, orders for the payment of money, and all ordinances require a recorded majority vote of the total membership of a Legislative Body.

(b) State law may dictate certain instances in which the number of votes required is greater than a majority of all Legislative Body members. As a matter of convenience, questions on which the voting requirement is varied by the State statutes and these rules, include, without limitation, the following:

(i) Levying Taxes - Ordinances providing for the Assessment and collection of taxes require the approval of two-thirds of the members of the whole Council.

(ii) Assessment - Assessments require a two-thirds vote of the whole Council.

(iii) Bonds and Certificates of Participation - Authorizing these financial instruments the issuing requires a two-thirds vote of the total Council.

(iv) Eminent Domain - The exercise of Eminent Domain requires a two-thirds vote of the total Council.

(v) Certain Parliamentary Motions – Motions requiring a supermajority vote are noted in the Motions Chart attached hereto.

(c) Any official with a conflict of interest is not counted for purposes of establishing a quorum, and must not vote on, make, participate in any way in, or attempt to influence the decision. A Legislative Body member abstaining on any other grounds than a conflict under the Political Reform Act shall be counted as present for purposes of a quorum and such abstentions are counted with the majority. The Legislative Body member who leaves the dais solely to avoid participating in a specific item shall, in absence of a conflict, be counted as if they were present but abstaining and such abstentions are also counted with the majority.

(d) Reconsider

Any Legislative Body member who voted with the majority may move to reconsider any action at the same meeting or at an adjourned meeting following the meeting at which the action was taken~~, within sixty (60) calendar days, request in writing to the Clerk/Secretary that it be agendized for consideration at the following meeting~~, provided that reconsideration shall not be permitted where a party other than the City has acted in reliance on the Legislative Body's action and would be substantially prejudiced by such reconsideration. The Clerk shall apprise the City Attorney of any facts constituting substantial prejudice and may rely upon the determination of the City Attorney.

- In the event that the subject of the reconsideration is a motion that failed as the result of a tie vote, any Legislative Body member who voted against the earlier motion may move for reconsideration at the following meeting. The member seeking reconsideration must have the matter agendized unless the motion will be made at the same meeting where the original action was taken.
- If the motion to reconsider passes, then the original item may be reconsidered at that time or agendized for the next meeting which meets any applicable noticing requirements.

After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent of the Legislative Body.

(e) Adjournment

To adjourn a meeting, the Presiding Officer shall ask the Legislative Body members

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whether there is a consensus to adjourn the meeting. If a Legislative Body member makes a motion to adjourn, and this motion is followed by a second, then the Presiding Officer shall have the Legislative Body members vote on the adjournment motion. The meeting is adjourned if there is a ~~consensus to adjourn or a~~ majority vote of the Legislative Body members on ~~this~~a motion or if there is a consensus to adjourn, at which time the Presiding Officer shall pronounce the time that the meeting is adjourned.

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10.4 Tie Votes

Tie Votes shall be lost motions unless an additional Motion is made which obtains a majority vote to break the tie. When all Legislative Body members are present, a tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal. In such case the findings in support of the decision shall be those of the lower body. If a tie vote results at a time when less than all members of the Legislative Body are present, the matter shall automatically be continued to the agenda of the next regular meeting of the Legislative Body, unless otherwise ordered by the Legislative Body.

10.5 Abstentions

Members of the Legislative Body are discouraged from abstaining from a vote for reasons other than a legally-disqualifying, financial conflicts of interest. However, if a member chooses to abstain from voting as a result of what he/she perceives as a personal or non-financial conflict of interest, the member may do so after stating for the record the nature of the perceived conflict. In the event of such a perceived conflict (as opposed to a legally disqualifying conflict), the member is not required to leave the dais.

(a) A Legislative Body member shall generally express their positions on all matters except those where they are required to abstain due to legally recognized conflict of interest.

(b) A Legislative Body member who has appealed the action of any person or body of the City on a matter which does not constitute a conflict of interest for the member underany law, may participate in the hearing on the appeal, unless there is clear and convincing evidence that such member is not objective or the member feels that they are unable to remain neutral, or as may be otherwise advised by the General Counsel. Notwithstanding any contrary provisions herein, in bringing an appeal, the Legislative Body member need not give reasons for making the appeal.

(c) A Legislative Body member may abstain from action on a matter where in the member's opinion, there might be a public perception that participation in the discussion or decision would be inappropriate even though the member has no disqualifying financial interest within the meaning of FPPC rules and regulations.

10.6 Votes Of Members Previously Absent

(a) A Legislative Body member who was not present at a meeting should generally not vote on the approval of minutes for that meeting, but the voting on such minutes shall have no effect on the validity of the minutes.

(b) A Legislative Body member may vote on a continued item after an absence from the earlier public hearing of the matter if, prior to the vote, the member affirms on the record that they have familiarized themselves with the record of the earlier meeting and are prepared to vote on the issue. If the member shall abstain from the vote, the member shall be counted towards the quorum on the issue and the abstention shall be counted with the vote of the majority of the quorum.

(c) The forgoing shall not apply to the matter of a vote on the minutes of a meeting at which the member was not in attendance. In that instance, the member abstaining on the grounds of non-attendance at the meeting to which the minutes pertain shall not be counted towards the quorum on the issue and the abstention shall not be counted with the votes of the majority of the quorum.

10.7 Appeals by Members of Legislative Body

Except where otherwise provided, a member of the Legislative Body shall be deemed an interested person in any matter by a subordinate body and shall have standing to appeal to the Legislative Body any decision by a Sub-Legislative Body, or any determination made by any official of City by filing a written appeal. The appeal shall not state any grounds for the appeal and the resulting hearing shall be *de novo*. The appeal must be filed within 10 days of the making of the decision being appealed and shall be filed with the Clerk/Secretary who shall give written notice to the applicant and provide written notice to other persons as required for the original action. The hearing shall be held at the first regular meeting of the Council for which notice can be legally given. No appeal fee shall be required to be paid for such appeals.

10.8 Findings and Decisions

Decisions of a Legislative Body, when acting as a quasi-adjudicative body (publichearings) should be framed in terms of "findings" of fact, potentially relevant conclusions of law, and ultimate decisions showing the basis for the decision and the nexus between the findings, the conclusions, and the decision. The Legislative Body members must consider any legally-mandated findings applicable to a matter and consider the evidence presented to them in light of such findings in making their decisions.

10.9 Curfew

A 10:00 p.m. curfew is imposed upon City Council meetings. Matters taken up by the Council before 10:00 p.m. may be concluded, but no new matters shall be taken up after 10:00 p.m. except upon a majority vote of the Council members present, but such extension shall only be valid for one hour and each hour thereafter shall require a renewed action for the meeting to continue. The City Manager shall arrange the regular order of business on Council agendas to minimize any adverse effects this curfew may have regarding the timely conduct of important City business. This Section 10.9 shall supersede Resolution No. 2016-44.

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ARTICLE 11 — PROCEDURES FOR CONSIDERATION OF DEMANDS FOR CORRECTIVE ACTION

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ARTICLE 11~~XII~~ - PROCEDURES FOR CONSIDERATION OF DEMANDS FOR CORRECTIVE ACTION

11.1 Requirement of Written Demand

Prior to any person commencing a judicial action for injunction or mandamus to declare any action taken by the Legislative Body void because of failure to observe Brown Act requirements, such person must first serve upon the Clerk/Secretary a written demand clearly describing the challenged action, the nature of the claimed violation, and the corrective action sought. Such demand must be served upon the Clerk/Secretary within ninety (90) days of the alleged violation or thirty (30) days if the action was taken in open session but in violation of Section~~s~~ 54952.2 of the Government Code. Failure to serve any such demand within this thirty (30) day period shall result in the loss of any right to challenge any action alleged to have been taken in violation of Sections~~§§~~ 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 of the Government Code.

If the written demand is timely served, the Legislative Body has up to thirty (30) days to cure and correct its action. If the Legislative Body does not act, any lawsuit must be filed within the next fifteen (15) days.

11.2 Consideration of Corrective Action

Upon receipt of such a demand, consideration of the demand shall immediately be placed on the agenda for the next meeting of the Legislative Body. If the demand is received less than 72 hours prior to the time set for the next meeting, the Legislative Body may determine that the notice constitutes the initiation of litigation, and that the need to take action on the threatened litigation arose subsequent to the posting of the agenda and may consider it at that meeting pursuant to Article 3~~VI~~ Section 13~~9~~, above. A description of any item so placed on the agenda shall include both consideration of the demand, and the possibility of corrective action by the Legislative Body.

In considering such demands, the Legislative Body shall first determine by motion whether to reconsider the prior action. The motion to reconsider shall be in order as long as made by a party on the prevailing side. If no motion to reconsider is carried the Clerk/Secretary shall inform the demanding party in writing of the Legislative Body's decision not to cure or correct the challenged action. ~~(See, § 11.4 hereof.)~~

11.3 Implementing Corrective Action

If a motion to reconsider passes, the Presiding Officer may entertain a motion to take corrective action. Any motion taking corrective action shall address the concerns raised in the consideration of corrective action. The motion taking corrective action may include a motion to rescind prior action taken, as appropriate. Passage of a motion to rescind invalidates prior action only as of the time of the passage of the motion, and not from the date of the initial action. A motion implementing corrective action resulting from a written demand is out of order if the action complained of: (i) was in connection with the sale or issuance of notes, bonds, or other evidence of indebtedness, or any contract, agreement, or incident thereto; (ii) gave rise to a contractual obligation upon which a party has, in good faith, detrimentally relied; or (iii) was taken in connection with the collection of any tax.

In any event, the Legislative Body shall notify the party making the demand in writing of its decision to take corrective action and shall describe any corrective action taken. This notice shall be given to the demanding party as soon as possible after the meeting, but in no event more than 30 days after receipt of the demand.

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ARTICLE 12 – MISCELLANEOUS

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ARTICLE 12~~XIII~~ – MISCELLANEOUS

12.1 Interpretation

This Manual shall be liberally construed to effectuate its purpose and no ordinance, resolution, proceeding or other action of the Legislative Body shall be invalidated, or the legality thereof otherwise affected by the failure or omission of the Legislative Body to technically comply with, observe or follow the within rules. The City Council may, by resolution, adopt further rules of interpretation or practice.

12.2 Amendments

This Manual may be amended from time to time as necessary by resolution passed by a majority vote of the City Council at any regular or special meeting, provided that no such amendment shall be adopted unless at least seven days' written notice thereof has been previously given to all Legislative Body members serving the City. Such notice shall identify the section or sections of the Manual proposed to be amended.

12.3 Power to Issue Subpoenas

The Legislative Body may issue subpoenas requiring attendance of witnesses or production of books or other document for evidence or testimony any action or proceeding pending before it. (Government~~'~~s Code Section 37104.) Subpoenas shall be signed by the Presiding Officer and attested by the Clerk. They may be served as subpoenas are in civil actions.

EXHIBIT A
Chart of Motions

~~1.~~ **Motions listed in order of precedence**
~~2.~~1.

MOTION	YOU SAY THIS	May you interrupt the speaker?	Do you need a second?	Is it debatable?	Can it be amended?	What vote is needed?	Can it be reconsidered?
Adjourn meeting	"I move to adjourn."	No	Yes	No	No	Majority	No
Call an intermission[1]	"I move to recess for…"	No	Yes	No	Yes	Majority	No
Register a complaint	"I rise to a question of privilege"	Yes	No	No	No	None	No (usually)
Temporarily suspend consideration of an issue[2]	"I move to table the motion"	No	Yes	No	No	Majority	No
Close debate	"I move the previous question"	No	Yes	No	No	2/3	No, unless the vote on question has not been taken
Limit or extend debate	"I move that the debate be limited [or "extended"] to…"	No	Yes	No	Yes	2/3	Yes
Give closer study of something[3]	"I move to refer the motion to the committee"	No	Yes	Yes	Yes	Majority	Yes, unless the board has already taken up the subject
Amend a motion	"I move to amend the motion by…"	No	Yes	Yes	Yes	Majority	Yes
Motion to continue to a certain time	"I move that the motion be continued to…"	No	Yes	Yes	No	Majority	Yes

[1] Should specify period of recess.
[2] A motion to take up a matter previously tabled must be made at the same meeting as the motion to table, If not, the motion tabled dies.
[3] May contain specific instructions for board members and a date fir certain for reconsideration, If not date is not certain, restored by a motion to take up matter previously tabled" which is permissible in this case even if not same or next meeting.

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Introduce business (bring a main motion)	"I move that [or "to"]..."	No	Yes	Yes	Yes	Majority	Yes

~~3.~~2.Incidental Motions – no order or precedence. Arise incidentally and decided immediately.

MOTION	YOU SAY THIS	May you interrupt the speaker?	Do you need a second?	Is it debatable?	Can it be amended?	What vote is needed?	Can it be reconsidered?
Protest breach of rules (i.e., Point of Order)[4]	"I rise to a point of order…"	Yes	No	No	No	None	No
Motion to appeal the ruling[5]	"I appeal from the decision of the Presiding Officer [or "Chair"]"	Yes	Yes	Yes	No	Majority	Yes
Suspend rules temporarily	"I move to suspend the rules so that …"	No	Yes	No	No	2/3	No
Avoid considering an improper matter	"I object to the consideration of the question…"	Yes	No	No	No	2/3	No, only if the main question or motion was not in fact considered
Divide motion	"I move to divide the question"	No	Yes	No	Yes	Majority	No
Parliamentary law question	Parliamentary inquiry	Yes, if urgent	No	No	No	None	No
Motion to depart from the agenda	"I move to consider matter […] out of order"	No	Yes	Yes	Yes	Majority	Yes
Take up matter previously tabled[6]	"I move to take from the table …"	No	Yes	No	No	Majority	No
Cancel or change previous action[7]	"I move to rescind/amend something previously adopted…"	No	Yes	Yes	Yes	2/3 or majority with notice	No
Reconsider motion	"I move to reconsider the vote on…"	Yes	Yes	Only if motion is			

[4] Decision of the Presiding Officer is final, unless overturned by motion to appeal the ruling.
[5] Presiding Officer may participate in debate, Negative or tie vote sustains ruling.
[6] A motion to take up a matter previously tabled must be made at the same meeting as the motion to table. If not, the motion tabled dies.
[7] Does not void action *ab initio*, only from point of rescission. Motion is out of order if relates to contract upon which another party has detrimentally relied, relates to issuance of bonded indebtedness, or relates to the collection of any tax.

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				debatable[8]			

[8] Cannot be made on a quasi judicial matter or matters required a noticed public hearing. Can only ne made by a member who voted with the previously prevailing side, May be made at the same meeting or a subsequent meeting subject to the same restrictions as a motion to rescind.

EXHIBIT B

BANNING CITY COUNCIL MEETING PRESENTATION POLICY

City Council presentations are for providing information to the Mayor and Council, City management, and the community about activities of interest and value including:

- Activities, events, and infrastructure projects relating to the City.
- Honors and celebrations for organizations, corporations and residents related to Banning.
- Honors and celebrations for organizations, corporations and resident which reflect theirservice to the Banning community.
- Honors and recognitions for City staff for outstanding service or commitment to theCity's mission and goals.
- Please note this is not the appropriate time to seek funds from the City and/or endorsements from City Council or discuss politics.

Presentation Length
All presentations are to be no more than five minutes in length; this is to include all speakers for the group being recognized.

Presentation Schedule
City Council begins at 5:00 p.m. with an invocation and pledge to the American flag followed bypresentations. All honorees or groups are to arrive no later than 4:45 p.m.

Presentation Location
Presentations take place in the Council Chambers inside Banning City Hall located at 99 E. Ramsey Street. Parking is available in the Police Department parking lot located at 125 E. Ramsey Street (just off Hays Street) adjacent to the Council Chambers, or in the City Hall parking lot located at the corner of Hays and San Gorgonio.

Presentation Technical Support
The City has the capability to display PowerPoint (or equivalent) during the presentation. If a PowerPoint is to be used during the presentation:

- The PowerPoint is to be no more than 10 slides with limited text; and
- To be submitted to the City Clerk's Office no later than the Thursday prior to thescheduled Tuesday City Council meeting (2nd and 4th Tuesdays of the month).
  - PowerPoints are subject to editing for appropriateness.
  - PowerPoints which do not meet these standards will not be used.

MANUAL OF PROCEDURAL GUIDELINES FOR THE CONDUCT OF CITY COUNCIL AND CONSTITUENT BODY/COMMISSION MEETINGS FOR THE

CITY OF BANNING

Adopted October 23, 2012, by City Council Resolution 2012-83
Amended April 23, 2013, by City Council Resolution 2013-48
Amended November 12, 2013, by City Council Resolution 2013-103
Amended May 26, 2020, by City Council Resolution 2020-67
Amended February 14, 2023, by City Council Resolution 2023-34

OUTLINE OF PROCEDURAL MANUAL PROVISIONS

This manual applies to the City Council, Successor Agency, Housing Authority, and all Commissions.

A. Agendas (3.1-3.4; 5.1-5.10, 6.1, 6.3)

1. City Manager generally has the authority to set the agenda. (5.1)
2. Any Council member may request a matter be put on an agenda. If significant staff work is involved, City Manager can bring it to an agenda under pending items and the City Council can decide whether they want it agendized for discussion. (5.1)
3. Permits consent calendars and defines what is not permitted on consent calendar: ordinances; matters involving split votes or public controversy; excluded consent calendar. (6.3)
4. List order of agenda. (6.1)
5. Permits an agenda item for "Council Agenda – New Business" and where announcements are permitted with no discussion.
6. No action unless listed on agenda. (5.7)
7. Add items if arose subsequent to agenda and 2/3 vote or unanimous of those present. (5.9)

B. Minutes, Ordinances, Resolutions and Contracts (5.3 - 5.6)

1. Minutes are an abbreviated record, revisions factual and not to change intent. (5.10)
2. Defines matter appropriate for ordinance versus resolution.
3. Defines vote requirements--ordinances and resolutions generally require three (3) votes. Certain items require a supermajority.
4. Urgency circumstances are defined where resolution can be prepared at a meeting.
5. Contracts may be put in final form by legal counsel. (5.6)
6. Approval budget does not authorize expenditures. (6.5)

C. Boards and Commissions (6.4)

1. Defines legislative bodies and advisory bodies subject to the Brown Act. (1.2(a))
2. Committees established by official action, continuing jurisdiction more than 180 days, majority of officials from City or other bodies, is standing committeesubject to Brown Act.
3. Permits creation of ad hoc council subcommittees (less than majority) not subject to the Brown Act.
4. Permits formation of boards and commissions subject to the Brown Act.
5. Provides that appointments are by Mayor with the consent of Council; removedby majority vote.
6. Commissions make reports to Council; not permitted to create subcommittees.

D. Study Sessions/Closed Sessions (2.5, 4.1 - 4.4)

1. Study sessions informal but subject to Brown Action; no action taken.
2. Public comments permitted before; report on any action taken.

3. Those persons not relevant to the closed session matter are excluded.
4. A minute book may be kept of the proceedings.
5. Revealing any matter from closed session can subject the person to censure.

E. Public Comments (7.0 – 7.4)

1. City Council meeting presentations on agenda items are to be no more than five minutes in length; this is to include all speakers for the group being recognized. Exhibit "B" has full policy.
2. Time limits are 3 minutes for non-agendized items and 5 minutes for all agendized items. Public hearing applicants are not limited. (7.2)
3. Public comment periods include initial comment period on non-agenda items; comment on agenda items. (7.5)
4. Speaker cards provided, but voluntary. (7.3)

F. Hearings (8.1 – 8.4)

1. Before the hearing, Council members limited to factual questions of staff and speakers. Not to engage in debate.
2. Presiding Officer to make it clear when hearing is opened or closed. No questionsof speakers or public comment after hearing closed.
3. Hearing must be fair and impartial with decision based on findings required by law.
4. No expression of opinion until hearing is closed.
5. Avoid extra meeting contact with interested persons. Encourage participation in hearing.
6. Presiding Officer can control conduct of hearing--representative speakers, etc. Set any rules at beginning and keep fair to each side.
7. Be attentive during hearings.

G. Conduct of Members

1. Do not represent position of City or promise City action. (9.2; 9.10)
2. Do not speak in derogatory fashion concerning colleagues, employees, citizens. (10.1(f))
3. Mayor speaks officially for City rather than Council members. (9.2)
4. Council members in correspondence represent their own position rather than City unless authorized by Council. (9.2)
5. Commissioners do not speak for City. (9.2)
6. No Conflicts. Can consult with City Attorney but advice not binding and no attorney-client confidentiality. (9.6(b))
7. Use City email account. Emails subject to the Brown Act--no development of collective action. Public Records Act, too. (9.3)
8. Formal process for censure for wrongful conduct involving hearing before City Council. (10.3)
9. City Attorney can file amicus briefs. (9.6 (d))

H. Procedures

1. Abstentions discouraged but permitted where appearance impropriety even if no financial conflict.
2. Motions to rescind clarified so that matter can be rescinded in later legislative session. (11.4)
3. Defines process to correct an earlier action in violation of Brown Act. (12.1 – 12.3)
4. Includes Table of Motions and Procedural Actions.

MANUAL OF PROCEDURAL GUIDELINES FOR THE CONDUCT OF CITY COUNCIL AND CONSTITUENT BODY/COMMISSION MEETINGS

ARTICLE I – SCOPE

1.1 Application of Rules

This Manual (the "Manual") shall establish the procedures for the conduct of all meetingsof the City of Banning City Council, Successor Agency to the Banning Community Redevelopment Agency, Housing Authority and other constituent, governing bodies, and commissions.

This Manual rescinds and supersedes all prior City resolutions setting forth rules of procedure for the conduct of meetings by City Legislative Bodies (defined below). Wherever there is a conflict between this Manual and any prior City resolution, the terms and rules in this Manual shall govern. Resolutions more specifically superseded by this Manual include, without limitation, the following:

- City of Banning Resolution No. 2004-43;
- City of Banning Resolution No. 1999-31;
- City of Banning Resolution No. 2003-06;
- City of Banning Resolution No. 2000-41;
- Banning CRA Resolution No. 2010-13; and
- Banning CRA Resolution No. 1990-04.

1.2 Definitions

The following definitions shall apply to these rules and procedures:

a) "Legislative Body" means any quorum of any council, board, commission or standing committee (as defined in Government Code § 54952), or other governingbody of the City of Banning that is subject to the Brown Act (Government Code § 54950 *et seq*.). This includes the Banning City Council, Banning Successor Agency to the former Redevelopment Agency, Banning Housing Authority Board, Banning Utility Authority, Banning Financing Authority, Planning Commission, Parks and Recreation Commission, Civil Service Commission, and any standing committee subject to the Brown Act. The term "Legislative Body" does not include Non-Governing Bodies, as defined below.

b) "Presiding Officer" means the chairperson of the Legislative Body. For example, this refers to the Mayor when read in the context of the City Council, the Board Chair in the cases of the Successor Agency to the Redevelopment Agency and/or the Housing Authority, and the Chair of any Commission.

c) "Vice Chair" means the vice chairperson to the Presiding Officer. For example, the Vice Chair means the Mayor Pro Tempore in the case of the City Council, the Vice Chairperson in the cases of the Successor Agency to the former

Redevelopment Agency and/or Housing Authority, and the Vice Chairperson ofany Commission.

d) "Clerk/Secretary" means the person responsible for taking and maintaining the record of proceedings for all meetings, preparation of agendas, calendar clerk and custodian of rules, resolutions, ordinances, and Legislative Body records. For example, the Clerk/Secretary refers to the City Clerk in the case of the City and the Agency Secretary in the cases of the Successor Agency to the former Redevelopment Agency and/or the Housing Authority.

e) "General Counsel" means the legal advisor to the Legislative Body, such as the City Attorney in the case of a City Council meeting, or Agency Counsel in the cases of the Successor Agency to the former Redevelopment Agency and/or Housing Authority.

f) "City Manager" means the Chief Executive Officer of the City, the Successor Agency to the former Redevelopment Agency, Housing Authority, Financing Authority and Banning Utility Authority. The City Manager may serve as the Secretary to the Successor Agency or Housing Authority, and the City Manager can designate appropriate staff to serve as the clerk/secretary to any Commission of the City.

g) "Non-Governing Bodies" means wholly advisory committees and bodies that are not subject to the provisions of the Brown Act.

h) "Sub-Legislative Bodies" means such advisory committees which are subject to the Brown Act but are not "governing" Legislative Bodies.

These rules and procedures are enacted pursuant to authority granted by Government Code §§ 36813 and 54954. The purpose of this Manual is to provide that the Legislative Bodies'procedures will be consistent with the Brown Act and also to establish procedures which will be convenient for the public and contribute to the orderly conduct of any Legislative Bodies' business. The procedures herein are in addition to, and not in place of, applicable ordinances and statutes and in the event of conflict between this Manual and applicable ordinances or statutes, the latter shall govern. In the event that any state statute referenced herein is renumbered, the reference herein shall be deemed to refer to the successor statute dealing with the same subject matter.

ARTICLE II – MEETINGS

2.1 Regular Meetings

Unless otherwise specified by a resolution or ordinance applicable to specific Legislative Body, the regular meetings of all Legislative Bodies shall be held on the second and fourth Tuesday of each month at the time designated by the Legislative Body, in the Council Chambers at City Hall, 99 East Ramsey Street, Banning, California 92220, or at such other locations as the Legislative Body may from time to time designate by resolution, in the order of adjournment, or in the notice or call of any special meeting. In the event a day

of meeting shall be a legalholiday, said meeting shall be held on the next business day.

2.2 Special Meetings

The Presiding Officer may, when he or she deems it expedient, or upon the writtenrequest of a majority of the Legislative Body, call a special meeting of the Legislative Body for the purpose of transacting the business designated in the call. The means or method for calling such special meeting shall be as set forth in the Brown Act as it now exists or may hereafter be amended. At such special meeting, no business shall be considered other than as designated in the call.

2.3 Special Emergency Meetings

A special emergency meeting may be called by the Presiding Officer or by a majority of the Legislative Body where an emergency exists:

(a) A work stoppage, terrorist act or threat, crippling disaster or other activity which severely impairs public health or safety as determined by the majority of the Legislative Body; or

(b) Such other circumstance specified by State law as authorizing the conduct of an emergency meeting. Any special emergency meeting shall be called, noticed, and conducted only in accordance with the procedures set forth in State law.

2.4 Attendance

A majority of members of the Legislative Body shall constitute a quorum. Less than a majority may adjourn from time to time and may compel the attendance of absent members.Any member who fails to attend any of the meetings of the Legislative Body for 60 consecutive days, unless such absences are excused, shall surrender the office, and be deemed to have surrendered the office.

2.5 Study Sessions

The Legislative Body may meet informally in conference or "study" sessions regarding concerns of the Legislative Body to interchange information, provided that all discussions and conclusions shall be informal. Such meeting shall be called in the same manner as for special meetings or adjourned meetings, as applicable, and be subject to the Brown Act. Each notice shall indicate that an opportunity for public comment shall be provided before any matter shallbe determined. When a meeting has been designated a Study Session, the Legislative Body shall not take any action with respect to the matter under study except with prior public notice, appearing on a properly posted agenda, of such intent to take action.

ARTICLE III–NOTICE AND AGENDA

3.1 Notice and Agenda for Regular Meetings

For every regular Legislative Body meeting, the Clerk/Secretary or his or her designee shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all the items of business to be discussed at the meeting as set forth in Article V. The notice and agenda may be combined in a single document.

The notice and agenda must be posted at least seventy-two (72) hours before the regular meeting in a location freely accessible to public twenty-four (24) hours a day during the seventy-two (72) hour period and where the notice and agenda is not likely to be removed or obscured by other postal material. Specifically, the notice and agenda shall be posted at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

CITY HALL LOBBY
CITY OF BANNING WEBSITE

3.2 Notice and Agenda for Special Meetings

For every special meeting, the Clerk/Secretary or his or her designee shall post a written notice specifying the time and place of the special meeting and the business to be transacted mustbe sent to each member of the Legislative Body (unless the member has filed a written waiver of notice with the Clerk/Secretary) and to each local newspaper of general circulation, and radio or television station that has requested such notice in writing. The notice shall serve as the agenda for the special meeting and shall contain a brief description of all the items of business to be discussed at the meeting as set forth in Article V.

The notice for a special meeting shall be conspicuously posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to the public twenty-four. (24) hours a day and where the notice are not likely to be removed or obscured by other posted material. Specifically, the notice shall be posted at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

CITY HALL LOBBY
CITY OF BANNING WEBSITE

3.3 Notice and Agenda for Adjourned Meetings

The Legislative Body may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. If a quorum is not present, less than a quorum may so adjourn. If all members are absent from any regular or adjourned regular meeting, the Clerk/Secretary may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be delivered personally to each member of the Legislative Body at least twenty-four (24) hours before the adjourned meeting. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special, or

adjourned special meeting was held, within twenty-four (24) hours after the time of adjournment. When a regular or adjourned regular meeting is adjourned as provided herein, the resulting adjourned regularmeeting shall be a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings. If the subsequent meeting is conducted within five (5) days of the original meeting, matters properly placed on the agenda for the original meeting may be considered at the subsequent meeting. If the subsequent meeting is more than five (5) days from the original meeting, a new agenda must be prepared and posted pursuant to Government Code Section 54954.2.

3.4 Affidavit of Posting

Immediately following the posting of the notice and agenda, the Clerk/Secretary or his or her designee shall complete an Affidavit of Posting, in a form to be developed by the Clerk/Secretary. The Affidavit of Posting shall indicate the time of the posting, the location(s) ofthe posting, and shall be signed under penalty of perjury. The Clerk/Secretary shall retain allsuch affidavits, together with a copy of each notice and agenda so posted. The affidavit, notice, and agenda shall be retained at least two (2) years subsequent to the date of posting, and pursuantto Government Code § 34090, shall not be destroyed by the Clerk/Secretary thereafter except in accordance with the City's record retention policies.

ARTICLE IV– CLOSED SESSIONS

4.1 Generally

The Legislative Body may hold closed sessions during a regular or special meeting, or at any time otherwise authorized by law, to consider or hear any matter which it is authorized by State law to hear or consider in closed session. Public comment shall be permitted on closed session matters prior to the closed session. If a closed session is included on the agenda, the description of the item shall meet the requirements of and shall identify the statutory basis for theclosed session. During closed session, the Legislative Body shall exclude all persons which it is authorized by State law to exclude from a closed session. No minutes of the proceedings of the Legislative Body during a closed session are required. There shall be no closed session during any special emergency meeting. Closed session may not be held regarding a matter not listed on a properly posted agenda for closed session except upon the Legislative Body first taking action to place the item on the agenda as a closed session item as permitted by law.

4.2 Persons Authorized

Persons present in the closed session shall be only those persons necessary to the discussion of the matter under consideration. All other persons shall be excused. The Clerk/Secretary shall attend each closed session of the Legislative Body and keep and enter intoa minute book a record of any reportable decisions made at the meeting, unless attendance is excused.

4.3 Confidentiality

The minute book for any closed session is not a public record and shall be kept confidential and shall be available only to members of the Legislative Body or as otherwise provided by law. (Government Code § 54957.2(a).) No person attending a closed session shall publicly discuss or otherwise reveal the proceedings in the closed session unless such publicationhas been approved by the vote of the Legislative Body taken during the closed session or as otherwise required by law. Violation of this rule shall subject the violator to censure by the Legislative Body as provided in Section 10.5 herein.

4.4 Public Reports

Before recessing into closed session, the Presiding Officer or General Counsel shall announce that the Body is recessing into closed session and shall name each closed session topic that will be discussed in closed session in at least as much detail as shown on the agenda.

Upon leaving closed session, the Presiding Officer or General Counsel shall report publicly any reportable actions taken on a closed session matter and, if any vote was taken, shall announce that the matter was put to a vote, the results of the vote, and how each LegislativeBody member voted.

ARTICLE V - AGENDA CONTENTS

5.1 Preparation of Agendas

Barring insurmountable difficulties, the agenda shall ordinarily be delivered to the members of the Legislative Body on Friday (as an informal deadline) preceding the meeting to which it pertains. The agenda shall also be available to the general public at the time it is delivered to the members of the Legislative Body, or in any case as required by the Brown Act.

Any Legislative Body member may have placed on the agenda any business that should be deliberated upon in the future by the Legislative Body. Any Legislative Body member desiring to present a subject for the Legislative Body's consideration shall advise the City Manager's office of that fact not later than **12:00 noon on the Tuesday** of the week preceding the meeting at which the member wishes the subject to be considered. The matter shall then be listed on the next agenda for discussion of whether it should be a future agenda item. The City Manager shall advise the Legislative Body member of constraints affecting staff's ability to produce an agenda report, and when the matter should be scheduled.

Notwithstanding the foregoing, the City Manager generally has responsibility for setting the agenda for the Legislative Body (except for any Commission where the responsibility may be assigned to the City Manager's designee) and may place matters on the agenda in accordancewith the Manager's evaluation of administrative priorities and resource capacities of City.

5.2 Description of Matters

All items of business to be transacted or discussed at a meeting of the Legislative

Body, shall be briefly described on the agenda. The description may, but need not, set out the specific action or alternatives which will be considered by the Legislative Body, but should contain sufficient detail so that a person otherwise unaware could determine the general nature or subjectmatter of the item by reading the agenda. The description of closed session matters shall meet the requirements of Government Code Sections §54954.2 and, where applicable, §54954.5.Matters may be designated as "pending" and listed for the sole purpose of determining if they will be on a future agenda.

5.3 Action Items

(a) Matters may formally be adopted by an ordinance, a resolution, minute order, or other motion (thereafter recorded by minute entry). Technically, all three are equally aslegally effective and binding but vary in the formality of respective memorialization. While most actions will be presented to the Legislative Body in a written form prior to, or at, the meeting, the Legislative Body may amend any proposed action as written by carried motion of the Legislative Body at the time of its presentation for adoption. If an action as written is so amended by the Legislative Body, it shall be revised to reflect the Body's amendments for later execution by the Presiding Officer.

(b) Besides ordinances and resolutions, action can be taken by motion and recorded as a minute order. A "minute order" denotes a Legislative Body action which is recorded simply by an item entered in the minutes of the meeting at which it was accomplished, and no separate document is made to memorialize it.

(c) As a general rule, a recorded majority of the quorum for a Legislative Body may take an action. However, for the City Council, resolutions, orders or the payment of money, and all ordinances require a recorded majority vote of the total membership of the City Council. Some actions, such as the passage of an urgency ordinance or adoption of a resolution of necessity to condemn property, require a super-majority vote. Under the Political Reform Actof 1974, a member with a financial conflict of interest regarding a matter before the member's board must leave the room while that matter is being discussed, heard, or acted on, so that member cannot be counted towards the quorum for that matter.

5.4 Resolutions

(a) A "resolution" is a formal action with findings taken by the Legislative Body, generally pre-prepared in writing, designated by sequential number, and reference towhich shall be inscribed in the minutes and an approved copy of each resolution filed in the official book of resolutions of the Legislative Body. Resolutions are used when specifically required by law, when needed as a separate evidentiary document to demonstrate findings or to be transmitted to another governmental agency, or where the frequency of future reference back to its contents warrants a separate document (with the additional "whereas" explanatory material it often recites) to facilitate such future reference and research.

(b) A resolution may be adopted at the same meeting it is presented. Where a resolution has been prepared in advance, the procedure shall be: motion, second, discussion, votepursuant to methods prescribed in Article XI, and result declared. It shall not be necessary to read a resolution in full or by title except to identify it.

(c) Where a resolution cannot reasonably be prepared in advance of a meeting, the Legislative Body may instruct the City Manager or the General Counsel to prepare aresolution for presentation at the next Legislative Body meeting. Where urgent, a resolution maybe presented verbally in motion form together with instructions for written preparation for later execution. After the resolution has been verbally stated, the voting procedure in Article XI, shallbe followed.

5.5 Ordinances (*City Council Only*)

(a) The City Council is the only Legislative Body empowered to legislate the Banning Municipal Code by adoption of ordinances.

(b) Ordinances, other than urgency ordinances, require at least two readings atdifferent meetings held at least five days apart with the first reading considered to be introduction and the second adoption.

(c) A waiver of further readings requires a majority vote of the Council members present and voting. The waiver of further reading may be accomplished by one vote for all ordinances presented on the agenda of the present meeting. Government Code Section 36934.

(d) The Clerk/Secretary shall prepare copies of all proposed ordinances for distribution to all members of the City Council at the meeting at which the ordinance is introduced, or at such earlier time as is expedient. Ordinances shall be numbered and kept by theclerk/secretary with the same formality as resolutions as described above in Section 5.4.

(e) An urgency ordinance is an ordinance adopted for the immediate preservation of the public peace, health, and safety, containing a declaration of facts constituting the urgency. An urgency ordinance takes effect immediately and requires four-fifths vote of the City Council for passage pursuant to Government Code § 36937.

5.6 Contracts and Agreements

When any contract or agreement is to be considered by the Legislative Body, the complete contract and agreement, if complete in form for execution, shall be made a part of the agenda package presented to the Legislative Body and shall be made available for viewing by thepublic within the time frames required under the Brown Act and/or the California Public RecordsAct (Government Code §§ 6250 through 6276.48). The Legislative Body may choose to leave the final form of the contract to the discretion of General Counsel if the Legislative Body hasdetermined the general conditions of the contract.

5.7 Limitation of Actions by Agenda

No action or discussion shall be taken by the Legislative Body, on any item not appearingon a posted agenda, subject only to the exceptions listed in Section 5.9 below. "Action taken" as used herein shall mean a collective decision made by a majority of the Legislative Body, a collective commitment or promise by a majority of the Legislative Body to make a positive or a negative decision, or an actual vote by a majority of the Legislative Body

upon a motion, proposal, resolution, order, or ordinance.

5.8 Public Comment Period

Pursuant to Government Code § 54954.3, every agenda posted for any meeting shall contain an item entitled “Public Comment” in order to provide for an opportunity for the publicto address the Legislative Body on items of interest to the public within the Legislative Body’s subject matter jurisdiction. The public comment period should be conducted in accordance with Article VII.

5.9 Exceptions to Agenda Requirement for Action Taken

The Legislative Body may take action at a meeting on an item not appearing on the agenda for that meeting only under one of the following circumstances:

(a) Upon a majority determination that an "emergency situation" that is either
(i) a work stoppage, crippling activity, or other activity that severely impairs public health,safety, or both, or (ii) a dire crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a Legislative Body toprovide one-hour notice before holding an emergency meeting may endanger the public health, safety, or both. All discussion of such emergencies must be in open session.

(b) Upon a determination by a two-thirds (2/3) vote of the Legislative Body, or if less than two-thirds of the Legislative Body are present by a unanimous vote of those members present, that the need to take action arose subsequent to the agenda posting. For the purposes of this subsection, the term "need to take action" shall mean those circumstances whoseoccurrence creates a situation which is materially different from that which existed at the timethe agenda was posted, and which requires the immediate attention of the Legislative Body. The mere failure of any person to notify the Legislative Body or staff of a pre-existing situation requiring Legislative Body attention until after the time for the posting of the agenda shall not be deemed to constitute a "need to take action" hereunder. If the Legislative Body makes a determination pursuant to this subsection, the minutes of the meeting at which the determination is made shall reflect what circumstances gave rise to the "need to take action" and why the item could not be placed on the agenda.

5.10 Minutes and Recordings

(a) An account of all proceedings of Legislative Body in open meetings shall be kept by the Clerk/Secretary. The Clerk/Secretary shall prepare an abbreviated record of the meetings proceedings for approval by the Legislative Body which when adopted by the Legislative Body shall be the official Minutes of the meeting. Amendment of the minutes may be made only as to factual accuracy and not as to a change of intent. The Minutes of the meetingneed not be verbatim. Only the best and most complete available recording of the meeting shall constitute the official record of the Legislative Body, but the Minutes shall constitute the official record of the Legislative Body meeting where a verbatim record of the meeting is not available.

(b) Any recording of a meeting made by or at the direction of the Legislative Body is a public record that must be retained and made available to the public for at least 30days. The Legislative Body must provide to the public, without charge, equipment to review the record.

ARTICLE VI – ORDER OF BUSINESS

6.1 Order of Business

The order of business of each meeting shall be as contained in the agenda prepared by theClerk/Secretary unless the majority of the Legislative Body members consent to take items out oforder. The order of business at meetings of the Legislative Body may be as follows, in accordance with the procedures specified below:

(a) Roll Call.
(b) Announcement of Closed Session Items, if applicable.
(c) Public Business from the floor on closed session items.
(d) Recess.
(e) Reconvene Regular Meeting.
(f) Pledge of Allegiance.
(g) Closed Session Report, if applicable.
(h) Public Comments, Correspondence, Presentations, Appointments.
(i) Announcements and Reports
(j) Consent Items. (See Section 6.3 below.)
(k) Public Hearings.
(l) Report(s) of Officers
(m) Discussion Items.
(n) Items for Future Agendas (Pending Matters).
(o) Adjournment.

6.2 Call to Order

The meeting of the Legislative Body shall be called to order by the Presiding Officer, or the Vice-Chair in the Presiding Officer's absence. In the absence of both the Presiding Officer and Vice Chair, the meeting shall be called to order by the Clerk/Secretary and the threeLegislative Body members present shall elect by majority vote a Presiding Officer for that meeting.

6.3 Consent Items

Matters of a routine or generally uncontested nature and non-controversial, shall be placed on the agenda as Consent Items and may be approved by the Legislative Body in a single motion by adoption of the Consent Calendar. The approval of the Consent Calendar shall signifythe approval of each matter or recommendation included therein. All matters on the Consent Calendar shall be the subject to public comment procedures in Article VII. Upon the request of any member of the Legislative Body or upon the request of a member of the public made throughthe Presiding Officer, a matter may be removed from the Consent

Calendar for separate discussion and/or action. Any such item shall be considered as part of the Excluded Consent Calendar. Each matter proposed for consideration as part of the Consent Items, including any recommended action, shall be described on the notice and agenda posted for the meeting. The following matters are not appropriate for the Consent Calendar:

(a) Ordinances shall not be placed on the Consent Calendar for approval unless the ordinance has first been read or the reading of the ordinance has been waived as required by law.

(b) Any matter where the City Manager believes (i) it the matter would most likely be unanimously approved by the Legislative Body, or (ii) there is not likely to be public comment on the matter, or (iii) a public presentation of the matter would not be particularly beneficial to the community or public interest.

6.4 City Representatives and Advisory Bodies *(City Council Only)*

(a) From time to time the Council may be required to assign a representative of the City to non-City boards, commissions, or organizations (e.g., boards or commissions of another agency or joint powers authority). Except as otherwise required by law or by the policies of the non-City organization, the Mayor shall make all such appointments of City representatives on non-City organizations after consultation with the City Council. Council appointments to non-City organizations shall be considered and made with the goal of keeping the appointee in the organization for a long enough period of time that the appointee may gain seniority and/or a position of leadership within the organization. This goal shall be construed to mean that the same appointee should remain within a non-City organization for at least two yearswhere reasonably possible and convenient for said appointee. Nothing herein, however, shall be construed to limit or waive the City Council's power to remove appointees pursuant to subsection (c) below.

(b) The City Council shall have the power to establish advisory committees,commissions, other Legislative Bodies and Non-Governing Bodies. Any committee which is (i) established by ordinance, resolution, or other formal action, or (ii) has a fixed regular meetingschedule, or (iii) has continuing subject matter jurisdiction over a non-temporary issue, or (iv) which continues to conduct business in excess of 180 days, or (v) has a majority membershipof officials from other Legislative Bodies, shall be subject to the provisions of the Brown Act.

Advisory bodies and committees may take the following form:

i) The Council may, as the need arises, authorize the appointment of "ad hoc" Council committees composed of two members. Except where otherwise specifically provided by law, the Presiding Officer shall appoint the members of the Council committees, subject to the approval of the Council. Any committee so created shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority vote of the Council.

ii) The Council may, subject to the Brown Act, create other committees, boards, and commissions, whether Legislative Bodies or Non-Governing Bodies,

to assist in the conduct and operation of the City government with such jurisdiction and duties as the Council may specify. Except as otherwise required by law, the Mayor shall make appointments of members to such committees, boards, or commissions subject to the approval of the Council. The procedure of filling vacancies and provision of notice thereof shall be subject to the provisions of the Maddy Act (Government Code §§ 54970-54974).

iii) Sub-Legislative Bodies, including Non-Governing Bodies, shall beresponsible for reporting the Body's activities to the City Council. The members of a Sub-Legislative Body or Non-Governing Body shall operate within the jurisdiction established by the Council and shall not have authority to make subcommittees unless specifically granted such authority by action of the full City Council. Staff members may be assigned to assist any Council-created committee by the City Manager; staff members so assigned shall not be members of the committee unless specifically appointed as such by action of the full Council.

(c) Absent any other provision to the contrary, members of any non-City organization, or City committees, boards or commissions may be removed by the Council without cause by a majority vote of the whole Council body. Any member of the City Council may place the question of such removal on the agenda. Any committees, boards, or commissionsso created may be abolished by a majority vote of the whole Council body by repeal of the enacting ordinance or resolution.

6.5 Budgets

The City Council shall have the power to approve the City budget, and each Legislative Body shall have the power to approve the budget of funds specifically apportioned to control of that Legislative Body (e.g., the Successor Agency Board shall approve the budget of the Agency and the Housing Authority Board shall approve the budget of the Authority). Approval of the budget constitutes approval of a proposed plan of expenditures and revenues. It does not constitute an authorization for expenditures. With respect to any given expenditure the applicable procedure shall be followed. Further adoption of the budget does not, unless otherwise specified by resolution, constitute authorization for any specific employment class or position.

6.6 Items from Members

(a) There is a specific item on the agenda for receiving general comments, announcements, and/or suggestions from members of the Legislative Body. This can be used to inform the public concerning upcoming events, report on members' attendance at conferences and seminars, for requests by members that staff look into specific matters or similar matters. These matters may not be discussed, opined upon, or deliberated, and if they do not concern a matter on the agenda, shall be handled by the Presiding Officer according to the same proceduresset out for Public Comment in Section 7.3. No action may be taken on such matters without being placed on a subsequent agenda.

(b) There is an agenda item referred to as pending matters. Matters are listed under this item pursuant to Section 5.1 where a member has asked that the matter be scheduled for discussion of whether a future staff report should be prepared. The listing of the matter allows a discussion of whether a staff report should be prepared, or it may be held on the pendingagenda to keep track of when it will be assigned to a future agenda.

(c) There is an agenda item referred to as Reports from City Manager. This may be used by the City Manager similarly to the item for members of the Legislative Body in Subsection (a) above to make announcements without separately listing the matter on the agenda,and subject to the same restriction that there may be no discussion or action on such matter.

(d) There is an agenda item referred to as Reports from City Treasurer. The City Treasurer shall attend the meetings of the Legislative Body, unless excused. The City Treasurer may report on (i) the activities of the City Council Budget and Finance Committee and (ii) the duties of the City Treasurer as imposed under State law, except such duties otherwise delegated by the City Council to the City Clerk or the Administrative Services Director.

ARTICLE VII– PUBLIC COMMENT AND PRESENTATIONS

7.0 City Council Meeting Presentations

City Council presentations are for providing information to the Mayor and Council, City management, and the community about activities of interest and value to include activities, events and infrastructure projects relating to the City, honors and celebrations for organizations, corporations and residents which reflect their service to the Banning community, honors, and recognitions for City staff for outstanding service or commitment to the City's mission andgoals. Please Note: This is not the appropriate time to seek funds from the City and/or endorsements from City Council or discuss politics.

All presentations are to be no more than five minutes in length; this is to include all speakers for the group being recognized. Please see the attached "Exhibit B" for a complete copy of the Banning City Council Meeting Presentation Policy contained and incorporated as an exhibit to the Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings for the City of Banning.

7.1 Public Comment

At the beginning of any Legislative Body meeting the public shall be afforded the right tocomment on any and all issues (not on the agenda) within the subject matter jurisdiction of the Legislative Body. Such general public comment on non-agendized issues shall be taken at the beginning of the meeting under a "General Public Comment" heading. Each speaker will be limited to a maximum of three (3) minutes to provide comments on non-agendized issues. With regard to matters not on the agenda, the Legislative Body may ask questions of persons whoraise new matters during the General Public Comment period or otherwise However, all Legislative Body questions must be limited to facts-only informational inquiries, and the Legislative Body may not discuss the merits, express any opinions, or ask questions that convey opinions or thought processes with respect to any non-agendized issue. The public shall also be afforded the right to comment on every item appearing on the agenda prior to the Legislative Body's consideration of that item, as provided in Section 7.4 below.

7.2 Time Limitations

The time limit to speak for public comments is five minutes during a noticed public hearing, provided that these limits do not apply to a project applicant speaking at a public hearing pursuant to Article VIII. All such time limits shall be noticed on the agenda for the meeting. Notwithstanding these time limits, the Presiding Officer has the full prerogative to maintain meeting order and decorum as provided in Section 9.1 and Article X generally, and the Presiding Officer may extend time if he/she finds such extension is reasonably necessary toallow the speaker to compete his/her message without repetition or unnecessary tangents.

7.3 Reserved

7.4 Additional Procedures for Public Comment on Agenda Items

(a) Members of the public shall have the opportunity to address the Legislative Body on each and every item listed on the agenda. Public comment on agenda items must be heard prior to the Legislative Body's consideration/discussion of the item. Public comments on an agenda item may be heard either in combination with the General Public Comment period at the start of the meeting, or at the time the Legislative Body opens the item, orboth, as determined by the Legislative Body and set forth in the agenda.

(b) The purpose of the public comment period is to receive input from the public, not to create a debate between the Members and the public. Members should generally refrain from debating members of the public during the period for public comment, but if Members desire to clarify comments by members of the public, they may ask factual questions, and if necessary, should do so during the public comment period.

(c) The Presiding Officer should clearly open and close the public comment period. After the close of the public comment period or after a motion has been made, no member of the public shall address the Legislative Body without first securing permission of the Presiding Officer.

ARTICLE VIII– NOTICED PUBLIC HEARINGS

8.1 Public Hearings; Notice; Fairness

(a) Matters noticed to be heard by the Legislative Body shall commence at thetime specified in the notice of hearing, or as soon thereafter as is reasonably possible, and shall continue until the same has been completed or until other disposition of the matter has been made.

(b) Legislative Body members shall not overtly or implicitly promise a particular action by City staff or by any Legislative Body. Where a Legislative Body member is contacted about an issue that will be presented to any Legislative Body of the City, it is appropriate to give a brief overview of City policy, to refer to City staff for further information, or to suggest that the concern be brought to the whole Council at the hearing or Council meeting,as appropriate.

(c) All public hearing notices shall be issued and published in compliance with any statutory notice requirements applicable to the particular hearing at issue and such notice shall inform interested persons of the Statute of Limitations to challenge the validity ofany action taken by the Legislative Body on such matter.

(d) In all matters before a Legislative Body, whether public hearing or otherwise, the Body must judge the matter fairly and without personal bias. Although every Legislative Body member has a right to their own personal opinions, Legislative Body members should by their demeanor show an ability to listen to a variety of viewpoints and demonstrate a reasonable willingness to consider all sides of an issue before them. For quasi adjudicative matters involving public hearings, the members of the Legislative Body shall not prejudice the matter prior to the public hearing, shall be fair and impartial, and shall decide the matter based upon the evidence and the statutorily required findings.

(e) For such matters, Legislative Body members should avoid expressing an opinion or divulging their thought process until after the public hearing has been completed.

8.2 Continuance of Hearings

(a) Any hearing being held or noticed or ordered to be held by the Legislative Body may, by order or, notice of continuance, be continued, or re-continued to any subsequent meeting in the manner provided for adjourned meetings.

(b) When it is the decision of the Legislative Body to continue an item, which appears on the agenda, prior to hearing any report, testimony or taking evidence on the item, the Legislative Body may make such intent known at the beginning of the meeting. At that time, the public shall be offered the opportunity to speak regarding the intent to continue the item. At the time regularly scheduled for the hearing of the item, the Legislative Body shall then take actionto continue the item after again informing the public of the intent to continue the matter. No testimony or evidence shall be taken at that time unless the speaker will not be available at the continued hearing date.

(c) When the Legislative Body has continued the public hearing on an item after its commencement, persons testifying at the first public hearing shall be permitted to again address the Legislative Body on the item at the renewed hearing subject to the finding of the Presiding Officer that the testimony is redundant. Upon such finding the time allotted for testimony by the individual may be summarily reduced.

(d) Continuances of a public hearing to a date certain need not be re-noticed unless (i) the hearing has not been continued to a date certain, or (ii) has been continued three or
more times and the Presiding Officer believe confusion may be created as to the time of thehearing.

8.3 Conduct of Hearings

(a) When a matter for public hearing comes before the Legislative Body, the Presiding Officer shall request that staff present the staff report and any other relevant evidence, but the presentation of the staff report prior to the formal opening of the public

hearing shall not prevent its consideration as evidence. Any such evidence shall be made a part of the record of the public hearing. The Presiding Officer shall permit members of the Legislative Body to ask questions of staff but should prevent expressions of opinion by members of the Legislative Bodybefore the conduct of the hearing.

(b) The Presiding Officer shall thereafter open the public hearing and inquireif there are any persons present who desire to address the Legislative Body on the matter. Any person desiring to speak or present evidence upon being recognized, may speak or present evidence relevant to the matter being heard. Any testimony shall be truthful.

(c) Members of the Legislative Body who wish to ask questions of the speakers, during the public hearing portion, may do so but should be mindful that the purpose of the public hearing is to obtain testimony and evidence from the speakers, and not to debate the merits of the matter with speakers. Members should avoid debate and expressions of personal opinion until after the close of the public hearing. Unlike public comment periods, generally there should be no response to speaker comments until after the close of the hearing. The Presiding Officer shall conduct the hearing in such a manner as to afford due process to all affected persons.

(d) All persons interested in the matter being heard by the Legislative Body shall be entitled to submit written evidence or remarks, as well as other graphic evidence. All such evidence presented shall be retained by the Clerk/Secretary as part of the record. Each speaker may only speak once during the public hearing unless the Legislative Body requests additional clarification later in the process.

(e) Upon closing of the public hearing by the Presiding Officer, no additional public testimony shall be solicited or received by the Legislative Body without reopening the public hearing. If, however, the Legislative Body receives relevant new evidence after the close of the public hearing and such new evidence may impact the Legislative Body motion or vote,the Legislative Body may re-open the public hearing to obtain public comments upon such new evidence.

(f) The Presiding Officer has the prerogative to establish special rules, such asto require group spokesmen, to limit the number of speakers to limit the total time for testimony to allow speakers to give time to others, or otherwise control the hearing, provided that (i) speakers are treated fairly, and that (ii) any such special rules are announced in advance of their application. The Presiding Officer always retains the prerogative to cut off speakers who are unduly repetitious, and to permit the extension of time to speakers.

8.4 Extra-Meeting Contacts on Matters Set for Public Hearing

(a) Legislative Body members should minimize their contacts with developers, applicants, or other persons who will be the subject of a quasi-adjudicative public hearing matter to be heard before the Legislative Body. Legislative Body members should avoidextra-meeting contacts with persons who will be the subject of a public hearing before the Body or with advocacy groups or special interests.

(b) If a Legislative Body member is contacted directly by such person

outside the meeting setting, the member shall refrain from expressing any viewpoints or thought processes to the person until after the public hearing. The Legislative Body member may explainthat they are unable to express any viewpoint on the matter until all evidence has been heard in the course of a public hearing and should encourage any such person to present their position in writing or orally at the public hearing.

(c) At the commencement of the public hearing, the Legislative Body membermust disclose publicly any extra-meeting contacts or discussions had which may be relevant to the decision.

(d) The limitations set forth in this Section shall not be read as preventing a Legislative Body member from inspecting a site that will be relevant to a public hearing, although such sight inspection should be disclosed on the record at the beginning of the public hearing.

ARTICLE IX - OFFICERS

9.1 Presiding Officer

(a) The meeting shall be presided over and chaired by the Presiding Officer, or, in the Presiding Officer's absence, the Vice Chair. The Presiding Officer shall have the authority to rule any speaker out of order, including speakers during the public comment periodif the subject raised is not within the subject matter jurisdiction of the Legislative Body, orduring a public hearing if the speaker is not presenting testimony or evidence relevant to the matter which is the subject of the public hearing. The Presiding Officer shall have the responsibility for the conduct of meetings in an orderly manner and to prevent the obstruction of business, and in carrying out this responsibility shall have the authority to give the floor to any member of the Legislative Body or public by recognizing them, to prevent the misuse of legitimate forms of motions or privileges, to take matters up out of order, to caution speakers as to disruptive behavior, and to order any persons willfully interrupting the meeting to be removed from the room, including as provided in Article X.

(b) The Vice Chair shall generally take the place of the Presiding Officer inthe absence of the Presiding Officer. In the absence of the Vice Chair, the Presiding Officer maycall any other member to take his or her place as Presiding Officer; such substitution not to continue beyond adjournment.

(c) Any determination made by the Presiding Officer may be appealed by the making of a Motion to Appeal the Ruling by any other member of the Legislative Body. The Presiding Officer's determination will stand unless a majority of the Legislative Body members vote in favor of the Motion to Appeal the Ruling, in which case the ruling of the PresidingOfficer will be overridden. The Motion to Appeal the Ruling is governed by the Chart of Motions attached as Exhibit A.

9.2 Representation of Legislative Body

(a) The Mayor is the designated representative of the City and the City Council for purposes of presenting and expressing the official City position on an issue. If

individual members of the Council or other Legislative Bodies are contacted by the media for a statement of official City position, the member should refer such inquiries to the Mayor. Otherwise, public or media statements by a Legislative Body member should be clearly characterized as comments upon a personal viewpoint.

(b) Members of the City Council may use official City letterhead to correspond with other public officials and with consultants, but any such correspondence shall state that the views expressed therein are personal and not the position of the City unless the CityCouncil has officially adopted such position. No commission or Sub-Legislative Body may take a position officially representing the City unless authorized to do so by the City Council.

9.3 Email Policy

(a) Members of the Legislative Body are provided with City email accounts which may be utilized for the conduct of City business, including communications with constituents. Members should be aware that all such communications may be subject to the Public Records Act (Gov't Code Section 6200). Use of private email accounts for City business may also make them subject to disclosure.

(b) Members of the Legislative Body are subject to the Brown Act in the use of email. Email communications may not be used to develop a collective consensus or decision on any matter. Email communications to the entire Body should be avoided but may bepermitted to provide factual information, for example such as arranging an event, where no discussion or exchange of opinions on a matter within the jurisdiction of the Legislative Body is initiated or occurs.

9.4 Clerk/Secretary

The Clerk/Secretary or his/her deputy shall attend all meetings of the Legislative Body unless excused and shall keep the official minutes and perform such other duties as may be requested by the Legislative Body.

9.5 City Manager

The City Manager, or designee, shall attend all meetings of the Legislative Body unless excused. The City Manager may make recommendations to the Legislative Body and shall have the right to take part in all discussions of the Legislative Body but shall have no vote. The City Manager shall provide the Legislative Body with a staff report providing sufficient information to be the basis for any action by the Legislative Body at its meeting. Any officer or employee of the City, when directed by the City Manager, shall attend any meeting of the Legislative Body, and may present information relating to matters before the Legislative Body.

9.6 General Counsel

(a) The General Counsel, or deputy, shall attend all meetings of the City Council unless excused and shall upon request of any member give an opinion, either written or oral, on questions of law. The General Counsel, or deputy, shall attend all meetings of such

other Legislative Bodies as directed by the City Council or City Manager. The General Counsel serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. Final rulings on parliamentary procedure are made by the Presiding Officer, subject to the appeal of the full Legislative Body pursuant to Section 3 of Article XI, below. All ordinances and resolutions, all contracts, deeds, and easements or other legal instruments shall be approved as to form and legality by the General Counsel. Contracts may be approved as to form and/or legality by the General Counsel when exceeding purchasing ordinance and policy guidelines. In any case of ambiguity or uncertainty inthe interpretation or application of this Manual to any procedure, the Presiding Officer may direct such question to the General Counsel for a ruling.

(b) Any member of the Legislative Body may request from the General Counsel a legal opinion regarding any matter related to the interests of the City. Where a legal opinion involves substantial cost, the request for the opinion must first be approved by the City Manager or by a majority of the Legislative Body. The General Counsel is the legal representative of the City acting through its Legislative Body. There is a continuing legal question as to whether the General Counsel may have an attorney-client relationship with any individual member of the Legislative Body or the City staff. As a consequence, any discussion with the General Counsel which leads to the conclusion that the interests of the City are at risk must be revealed to all relevant members of the Legislative Body and the City staff by the General Counsel. The General Counsel shall not have an attorney-client relationship withindividual Council members. The General Counsel is required to maintain the confidentiality of such communications from persons outside the City to the extent required or permitted by law and the code of ethics.

(c) The General Counsel has no statutory duty or authority under the Political Reform Act to provide Political Reform Act advice to any Legislative Body member but should provide advice to members when requested. However, a Legislative Body member may not rely on advice from the General Counsel to provide him or her with immunity from FPPC enforcement or prosecution. Such immunity may be obtained only through a written advice letterobtained from the FPPC, on the question in issue, by the Legislative Body member. A Legislative Body member enjoys no privilege of attorney/client confidentiality in reviewing these matters with the General Counsel. Any advice given to an individual member of aLegislative Body cannot be withheld from the rest of the City or Legislative Body. If, after receipt of an opinion of the General Counsel, the Legislative Body member wishes to participate in the decision-making process with immunity from prosecution or enforcement, the General Counsel shall assist the Legislative Body member in making direct contact with the FPPC for informal or formal advice upon which the Legislative Body member can rely.

(d) *[City Council Only].* It often happens that other jurisdictions or the League of California Cities or other regional or statewide association will ask the City to participate in the filing of a letter or brief before a court in a matter deemed to be of concern toall or a great many cities. These “friend of the court” or “amicus” briefs have the effect of informing the court how widespread will be its opinion and how that opinion will affect cities. Such participation is normally without direct cost to the City. In considering whether to direct General Counsel to file an amicus brief, the City Council shall consider whether such briefwould represent or propose a position that conflicts with, or causes strife amongst, other

City- related interests such as, without limitation, the interests of employee organizations, law enforcement or public safety.

i) Upon receipt of the request, the General Counsel shall make the request available through the City Manager to the Council. Upon a determination by any Council member that there is an interest in participating in the action in the manner proposed, theCouncil member shall inform the City Manager or General Counsel who shall place the matter asan item for discussion in closed session on the agenda of the next Legislative Body meeting. TheGeneral Counsel may otherwise place an amicus request on the agenda on his or her initiative.

ii) In lieu of the foregoing process, where there is urgency to the matter, General Counsel is authorized to undertake the filing of the letter or brief where (i) in the opinion of General Counsel the legal matter significantly affects the interests of the City, (ii) the General Counsel has consulted with and received the approval of the City Manager, (iii) the cost to the City will not exceed $5000, and (iv) the General Counsel makes a written report of the action to the Legislative Body.

iii) Approval given to General Counsel to defend, or seek or refrain from seeking, appellate review or relief, or to enter as an amicus curiae in any form of litigation as the result of a closed session consultation shall be reported in open session at the public meeting during which the closed session is held. The report shall identify, if known, the adverse party or parties and the substance of the litigation. In the case of approval given to initiate or intervene in an action, the announcement need not identify the action, the defendants, or other particulars, but shall specify that the direction to initiate or intervene in an action has been given and that the action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the agency's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

9.7 Conflicts of Interest

All Legislative Body members are subject to the provisions of California Law, such as Chapter 1, Title 9, of the California Government Code, relative to conflicts of interest, and to conflicts of interest codes adopted by the Legislative Body. Any Legislative Body member prevented from voting because of a conflict of interest shall refrain from in any way participatingin the matter giving rise to the conflict. Where abstention from a matter is made on the basis of aconflict of interest arising from a financial interest in the decision, the Legislative Body member shall announce their abstention from the matter when it is first opened, and then shall set forththe reason for the abstention with the degree of specificity at least equal to the disclosure of the Legislative Body member's financial interests on the Legislative Body member's annual statement of financial interests; immediately after such announcements, the Legislative Body member shall leave the room. The Legislative Body member shall not overhear the staff report, participate in the discussion or deliberations, and shall not otherwise make or participate in making the decision or in any way attempt to use his or her official position to influence the decision. This shall not prevent the conflicted Legislative Body member from coming before theLegislative Body solely during the public

comment period as an affected citizen to state his/her opinion on how the matter impacts their disqualifying interests.

9.8 Reserved

9.9 No Financial Interest in Contracts

A member of a Legislative Body shall not have a financial interest in a contract within the meaning of (Government Code §1090 *et seq.*) made in their official capacity and such contract shall be null and void whether the member participates in the making of the contract or not.

9.10 Ethical Standards

A member of a Legislative Body shall maintain the highest ethical standards and shalladhere to all laws and the ordinances and regulations of the City in carrying out their duties.

ARTICLE X– DECORUM AND ORDER

10.1 Decorum and Order – Legislative Body Members

(a) Any member of the Legislative Body wishing to speak, or any member of the public wishing to address the Legislative Body must first obtain the floor by being recognized by the Presiding Officer. The Presiding Officer must recognize any member of the Legislative Body who seeks the floor when appropriately entitled to address the Legislative Body. The Legislative Body member shall confine himself or herself to the question under debate.

(b) Any member of the Legislative Body, including the Presiding Officer,may bring a matter of business properly before the Legislative Body for decision by making a motion. Any Legislative Body member, including the Presiding Officer, except the Legislative Body member making the motion, may second a motion. Once a motion is seconded, it may be opened for discussion and debate.

(c) The Presiding Officer shall determine all points of order, subject to the right of any member to appeal to the majority Legislative Body.

(d) A Legislative Body member, once recognized, shall not be interrupted while speaking unless called to order by the Presiding Officer, unless a Point of Order is raisedby another Legislative Body member, or unless the speaker chooses to yield to questions from another Legislative Body member.

(e) Any Legislative Body member called to order while speaking shall cease speaking immediately until the question of order is determined. If ruled to be in order, the member shall be permitted to proceed. If ruled to be not in order, the member shall comply with ruling of the Presiding Officer.

(f) Legislative Body members shall accord the utmost courtesy to each other, to City or Legislative Body employees, and to the public appearing before the Legislative Body and shall refrain at all times from rude and derogatory remarks,

reflections as to integrity,abusive comments, and statements as to motives and personalities, which disrupt, disturb, or otherwise impede the orderly conduct of the Legislative Body meeting.

(g) Any Legislative Body member may move to require the Presiding Officer to enforce the rules and the affirmative vote of a majority of the Legislative Body shall require the member to so act.

(h) The members of the Legislative Body shall not engage in communicationsbetween themselves during the Legislative Body meeting (including breaks) regarding matters being considered on the agenda unless and until the Legislative Body has opened that agenda item. In order to minimize exposure to a Brown Act violation, Legislative Body members are discouraged from discussing any City business during breaks or before and after meetings; City business may only be discussed by a quorum of Legislative Body members when it is opened asa duly noticed agenda item.

(i) The members of the Legislative Body shall always be attentive and show respect to those addressing the Legislative Body provided that nothing shall prevent the enforcement of the rules of decorum herein.

(j) No Legislative Body member attending a meeting of another City commission or committee shall make any statement or, give the appearance or indicate in any way that they are representing the Legislative Body unless they have been authorized to do so bythe Legislative Body. When making a comment at such a meeting, the Legislative Body member should make it clear that they are speaking solely as an individual. Unless officially appointed toparticipate on a committee, Legislative Body members should make an effort not to insert themselves into or take positions on matters which will ultimately be decided upon by the Legislative Body.

(k) The Legislative Body may punish its own members for misconduct pursuant to Section 10.5.

10.2 Decorum and Order – Employees

(a) Members of administrative staff and employees of the Legislative Body shall observe the same rules of procedure and decorum applicable to Legislative Body members. The City Manager shall ensure that all staff and employees observe such decorum. Any staff members, including the City Manager, desiring to address the Legislative Body or members of the public shall first be recognized by the Presiding Officer. All remarks shall be addressed to thePresiding Officer and not to any individual Legislative Body member or member of the public.

(b) Questions of City staff and/or requests for follow-up or additional background information should be directed only to the City Manager, General Counsel, AssistantCity Manager, or Department Heads. The Office of the City Manager should be copied on any request, except those to the General Counsel. When in doubt about what staff contact isappropriate, Legislative Body members should ask the City Manager for direction. Materials supplied to a Legislative Body member in response to a request will be made

available to all members of the Legislative Body so that all have equal access to information.

(c) Legislative Body members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

10.3 Decorum and Order – Public

(a) Members of the public attending Legislative Body meetings shall observe the same rules of order and decorum applicable to the Legislative Body. All remarks and questions should be addressed to the Presiding Officer and not to any individual LegislativeBody member, staff member or other person.

(b) Any person conducting their public remarks or behavior before the Legislative Body in such a way as to actually cause disruption to the conduct of the meeting maybe removed from the room by the sergeant-at-arms as directed by the Presiding Officer. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar disruptive demonstrations shall not be permitted by the Presiding Officer, who may direct the sergeant-at- arms to remove such offenders from the room or call a recess of the meeting. Aggravated cases may be prosecuted on appropriate complaint signed by the Presiding Officer.

(c) Members of the public shall be allowed to video or audio record a public meeting unless such recording becomes an actual and unreasonable disruption to the Legislative Body's ability to carry-out the meeting.

10.4 Enforcement of Decorum

(a) The Banning Police Chief or designee shall be ex-officio sergeant-at-arms of the Legislative Body. He shall carry out all orders and instructions given him by the PresidingOfficer for the purpose of maintaining order and decorum in the Legislative Body meeting.Upon instructions from the Presiding Officer, it shall be the duty of the sergeant-at-arms to eject any unruly person from the Legislative Body meeting chamber or place him or her under arrestor both for conduct actually disrupting to the Legislative Body proceedings. Such person may bebarred from further participation in the meeting.

(b) Generally, if the Presiding Officer intends to eject a person for disruption of a meeting, a public warning should be issued. Examples of remarks or behavior that cause actual disruption of the Legislative Body proceedings include:

- Unauthorized remarks from the audience, stamping of feet, whistles, yells, outbursts, catcalls, cursing, applause, offensive or obscene gestures or similar demonstrations which disrupt, disturb, or otherwise impede the Legislative Body proceedings
- Interrupting speakers or speaking when not recognized
- Calling members of the audience names or threatening them
- Extended discussion of matters beyond the jurisdiction of the Legislative Body

- Physical threats to any person
- Shouting into the microphone
- Dumping objects on the floor of the chamber where the proceedingis held for symbolic or other reasons.
- Speaking beyond the time limits
- Being unduly repetitious

(c) Examples of non-disruptive conduct include:

- Silent gestures by members of the audience, such as a thumbs upor thumbs down or Nazi salute that are not otherwise disruptive of the meeting.
- Catcalls or booing during a time allowed for applause that does nototherwise disrupt the meeting.
- Criticisms of public officials or staff during a time reserved for public comment that does not otherwise violate Council proceduresand does not disrupt the meeting.

(d) As set forth in Government Code § 54957.9, in the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the Legislative Body members may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this Section. Nothing in this Section shall prohibit the Legislative Body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

10.5 Censure of Legislative Body Members

(a) It shall be a violation of this section for any sitting member of a Legislative Body to violate any general law or regulation, and any, rule, law, ordinance, or resolution of the City of Banning. It shall also be a violation of this section for any sitting member of a Legislative Body to violate an administrative policy of the City which has been adopted following a vote of the Legislative Body or the City Council on the matter and which by its terms is expressly made applicable to the Legislative Body.

(b) Any violation of the foregoing paragraph by a Legislative Body member may be punished through the administration of a public censure of the member by the member's Legislative Body. Such censure may be in addition to any other punishment applicable to the violation. For purposes of this section, "censure" shall mean the adoption of a motion setting forth a statement of disapproval of a Legislative Body member's conduct.

(c) When evaluating a request for defense made by the censured member in litigation arising from the censured conduct, the record of the censure shall be considered by the Legislative Body. Such record shall not be determinative. Failure of the Legislative Body to censure the conduct of a member does not constitute waiver of the Body's right to refuse to

defend the member in an action.

(d) A Legislative Body member may not be made the subject of a motion for censure without first being given notice of the violation and an opportunity to correct theviolation if it can reasonably be corrected. Upon a continued violation or failure to correct, the charged member shall be given notice and an opportunity to be heard as follows:

(i) Only a sitting member of the Legislative Body whose member commits the violation may initiate proceedings for the censure of one of its members.

(ii) Proceedings shall be commenced by the presentation of a written statement of charges to the subject Legislative Body member witha copy delivered concurrently to the Clerk/Secretary by the member initiating the charge. Initiation shall not require the prior approval of the Legislative Body. The statement of charges shall be given at least ten days prior to the meeting at which the censure motion is proposed to be brought. The notice shall contain, at a minimum, the designation of the specific rule, law regulation, etc. which the member is claimed to have violated and a statement of the date, place, and time at which the violation occurred. The statement shall further contain a description of the conduct of the member which is alleged to constitute the violation. The statementof charges shall be delivered to all other Legislative Body persons.

(iii) Within seven (7) days after delivery of the statement of charges, the charged member should deliver a written response to the other members of the Legislative Body unless the charged member chooses to defer to response to the hearing.

(e) The motion for censure shall be agendized and considered at the first regular meeting occurring 10 days following the delivery of the statement of changes to the member and Clerk/Secretary. The hearing may not be continued except upon the absence from the meeting of a member of the Legislative Body other than the member bringing the charge or the member who is the subject of the charge.

(i) The hearing shall be conducted in an open session by the PresidingOfficer unless the Presiding Officer is a party to the action, in which case the Vice Chair or some other member shall conduct theproceedings.

(ii) The hearing shall generally proceed by a reading of the charges by the charging member. The charging member may present witnesses; the charged member may answer in rebuttal; membersof the public may speak in favor or opposed to the charge; and the remaining members may speak to the charges in that order.

(iii) Passage of the motion for censure shall require a majority vote of the members of the Legislative Body. The voting members shall not go into closed session for deliberation.

(f) If the motion for censure does not pass the proceedings shall be at an end. A new motion for censure on the same grounds of violation may not thereafter be commenced against the same Legislative Body member for a period of 1 calendar year from date of the vote. However, new proceedings may be commenced on the same charges within the 1-year period onthe vote of 4 members of the Legislative Body.

(g) If the motion for censure does pass, such motion shall become a part of thepublic record a copy of which shall be made available upon demand to any member of the publicand notice of same shall be placed in the administrative file of the Legislative Body member.

10.6 Persons Authorized To Be Within Platform/Dais

No person except Legislative Body officials or authorized Legislative Body staff shall be permitted behind the Legislative Body dais without permission or consent of the Presiding Officer.

10.7 Personal Privilege

If a Legislative Body member is personally offended by the remarks of another member, the offended Legislative Body member should make notes of the actual words used and call for a"point of personal privilege" that challenges the other member to justify or apologize for the language used. The Presiding Officer will maintain control of this discussion. The right of a member to address the Legislative Body on a question of personal privilege shall be limited to cases in which his integrity, character, or motives are assailed, questioned, or impugned.

ARTICLE XI – PARLIAMENTARY PROCEDURES

11.1 Procedures In Absence Of Rules

(a) Unless otherwise specified in this Manual or by ordinance or resolution, meetings of the Legislative Body shall be conducted in accordance with the most recently revised edition of Robert's Rules of Order. In the event of any conflict between Robert's Rules and this Manual, the provisions of this Manual shall govern.

(b) Any provision of these rules not governed by the Government Code may be temporarily suspended by a two-thirds vote of all members of the Legislative Body. Such suspension may be moved at any time by a member. The vote on any such suspension shall be taken by yeas or nays and entered upon the record.

(c) Motions, motion procedures and precedence of motions shall be conductedin accordance with Exhibit “A” hereto.

11.2 Voting

(a) After a full opportunity for debate if it appears that there is a consensus of opinion among the members of the Legislative Body on the matter to be voted upon, thePresiding Officer may state the consensus of the Legislative Body and ask if there is any objection. If there is no objection, the consensus as so stated shall become the order of the Legislative Body. The Presiding Officer may also determine that a consensus exists following a call for a vote by any member of the Legislative Body by a Motion to Call the Question.

(b) Except as in Subsection (a) above, otherwise, all votes of the Legislative Body shall be taken by electronic vote. In the event the electronic voting machine is not functioning or otherwise unavailable, vote shall be by roll call vote. The order voting shall be alphabetical with the Presiding Officer voting last. The Clerk/Secretary shall call the names of all members seated when a roll call vote is ordered or required. Members shall respond 'aye', 'no' or 'abstain.' After every vote, the Legislative Body shall declare the result and, on all but consensus votes, shall note for the record the number of votes for or against the question. The ayes and noes shall be taken upon the passage of all ordinances and resolutions and entered uponthe official record of the Legislative Body.

11.3 Votes Needed

(a) Usually, in the absence of a contrary statutory provision (such as urgency measures), a majority of a quorum which constitutes a simple majority of the Legislative Body may act for that body. However, resolutions, orders for the payment of money, and all ordinances require a recorded majority vote of the total membership of a Legislative Body.

(b) State law may dictate certain instances in which the number of votes required is greater than a majority of all Legislative Body members. As a matter of convenience,questions on which the voting requirement is varied by the State statutes and these rules, include,without limitation, the following:

(i) Levying Taxes - Ordinances providing for the Assessment andcollection of taxes require the approval of two-thirds of the members of the whole Council.

(ii) Assessment - Assessments require a two-thirds vote of the whole Council.

(iii) Bonds and Certificates of Participation - Authorizing these financial instruments the issuing requires a two-thirds vote of the total Council.

(iv) Eminent Domain - The exercise of Eminent Domain requires a two-thirds vote of the total Council.

(v) Certain Parliamentary Motions – Motions requiring a

supermajority vote are noted in the Motions Chart attached hereto.

(c) Any official with a conflict of interest is not counted for purposes of establishing a quorum, and must not vote on, make, participate in any way in, or attempt to influence the decision. A Legislative Body member abstaining on any other grounds than a conflict under the Political Reform Act shall be counted as present for purposes of a quorum and such abstentions are counted with the majority. The Legislative Body member who leaves the dais solely to avoid participating in a specific item shall, in absence of a conflict, be counted as ifthey were present but abstaining and such abstentions are also counted with the majority.

(d) Reconsider

Any Legislative Body member who voted with the majority may move to reconsider any action at the same meeting or, within sixty (60) calendar days, request in writing to the Clerk/Secretary that it be agendized for consideration at the following meeting, provided that reconsideration shall not be permitted where a party other than the City has acted in reliance on the Legislative Body's action and would be substantially prejudiced by such reconsideration.The Clerk shall apprise the City Attorney of any facts constituting substantial prejudice and may rely upon the determination of the City Attorney. In the event that the subject of the reconsideration is a motion that failed as the result of a tie vote, any Legislative Body member who voted against the earlier motion may move for reconsideration at the following meeting. The member seeking reconsideration must have the matter agendized unless the motion will be made at the same meeting where the original action was taken. If the motion to reconsider passes, then the original item may be reconsidered at that time or agendized for the next meeting which meets any applicable noticing requirements. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent of the Legislative Body.

11.4 Tie Votes

Tie Votes shall be lost motions unless an additional Motion is made which obtains a majority vote to break the tie. When all Legislative Body members are present, a tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal. In such case the findings in support of the decision shall be those of the lower body. If a tie vote results at a time when less than all members of the Legislative Body are present, the matter shall automatically be continued to the agenda of the next regular meeting of the Legislative Body, unless otherwise ordered by the Legislative Body.

11.5 Abstentions

Members of the Legislative Body are discouraged from abstaining from a vote for reasons other than a legally-disqualifying, financial conflicts of interest. However, if a member chooses to abstain from voting as a result of what he/she perceives as a personal or non-financial conflict of interest, the member may do so after stating for the record the nature of the perceived conflict. In the event of such a perceived conflict (as opposed to a legally disqualifying conflict), the member is not required to leave the dais.

(a) A Legislative Body member shall generally express their positions on all matters except those where they are required to abstain due to legally recognized conflict of interest.

(b) A Legislative Body member who has appealed the action of any person or body of the City on a matter which does not constitute a conflict of interest for the member underany law, may participate in the hearing on the appeal, unless there is clear and convincing evidence that such member is not objective or the member feels that they are unable to remain neutral, or as may be otherwise advised by the General Counsel. Notwithstanding any contrary provisions herein, in bringing an appeal, the Legislative Body member need not give reasons for making the appeal.

(c) A Legislative Body member may abstain from action on a matter where inthe member's opinion, there might be a public perception that participation in the discussion or decision would be inappropriate even though the member has no disqualifying financial interest within the meaning of FPPC rules and regulations.

11.6 Votes Of Members Previously Absent

(a) A Legislative Body member who was not present at a meeting should generally not vote on the approval of minutes for that meeting, but the voting on such minutes shall have no effect on the validity of the minutes.

(b) A Legislative Body member may vote on a continued item after an absence from the earlier public hearing of the matter if, prior to the vote, the member affirms on the record that they have familiarized themselves with the record of the earlier meeting and are prepared to vote on the issue. If the member shall abstain from the vote, the member shall be counted towards the quorum on the issue and the abstention shall be counted with the vote of the majority of the quorum.

(c) The forgoing shall not apply to the matter of a vote on the minutes of a meeting at which the member was not in attendance. In that instance, the member abstaining on the grounds of non-attendance at the meeting to which the minutes pertain shall not be counted towards the quorum on the issue and the abstention shall not be counted with the votes of the majority of the quorum.

11.7 Appeals by Members of Legislative Body

Except where otherwise provided, a member of the Legislative Body shall be deemed an interested person in any matter by a subordinate body and shall have standing to appeal to the Legislative Body any decision by a Sub-Legislative Body, or any determination made by any official of City by filing a written appeal. The appeal shall not state any grounds for the appeal and the resulting hearing shall be *de novo*. The appeal must be filed within 10 days of the making of the decision being appealed and shall be filed with the Clerk/Secretary who shall give written notice to the applicant and provide written notice to other persons as required for the original action. The hearing shall be held at the first regular meeting of the Council for which notice can be legally given. No appeal fee shall be required to be paid for such appeals.

11.8 Findings and Decisions

Decisions of a Legislative Body, when acting as a quasi-adjudicative body (public hearings) should be framed in terms of "findings" of fact, potentially relevant conclusions of law,and ultimate decisions showing the basis for the decision and the nexus between the findings, theconclusions, and the decision. The Legislative Body members must consider any legally- mandated findings applicable to a matter and consider the evidence presented to them in light of such findings in making their decisions.

ARTICLE XII- PROCEDURES FOR CONSIDERATION OFDEMANDS FOR CORRECTIVE ACTION

12.1 Requirement of Written Demand

Prior to any person commencing a judicial action for injunction or mandamus to declare any action taken by the Legislative Body void because of failure to observe Brown Act requirements, such person must first serve upon the Clerk/Secretary a written demand clearly describing the challenged action, the nature of the claimed violation, and the corrective action sought. Such demand must be served upon the Clerk/Secretary within ninety (90) days of the alleged violation or thirty (30) days if the action was taken in open session but in violation of § 54952.2 of the Government Code. Failure to serve any such demand within this thirty (30) day period shall result in the loss of any right to challenge any action alleged to have been taken in violation of §§ 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 of the Government Code.

If the written demand is timely served, the Legislative Body has up to thirty (30) days to cure and correct its action. If the Legislative Body does not act, any lawsuit must be filed within the next fifteen (15) days.

12.2 Consideration of Corrective Action

Upon receipt of such a demand, consideration of the demand shall immediately be placed on the agenda for the next meeting of the Legislative Body. If the demand is received less than72 hours prior to the time set for the next meeting, the Legislative Body may determine that the notice constitutes the initiation of litigation, and that the need to take action on the threatened litigation arose subsequent to the posting of the agenda and may consider it at that meeting pursuant to Article VI Section 9, above. A description of any item so placed on the agenda shall include both consideration of the demand, and the possibility of corrective action by the Legislative Body.

In considering such demands, the Legislative Body shall first determine by motion whether to reconsider the prior action. The motion to reconsider shall be in order as long as made by a party on the prevailing side. If no motion to reconsider is carried the Clerk/Secretary shall inform the demanding party in writing of the Legislative Body's decision not to cure or correct the challenged action. (See, § 11.4 hereof.)

12.3 Implementing Corrective Action

If a motion to reconsider passes, the Presiding Officer may entertain a motion to take corrective action. Any motion taking corrective action shall address the concerns raised in the consideration of corrective action. The motion taking corrective action may include a motion to rescind prior action taken, as appropriate. Passage of a motion to rescind invalidates prior action only as of the time of the passage of the motion, and not from the date of the initial action. A motion implementing corrective action resulting from a written demand is out of order if the action complained of: (i) was in connection with the sale or issuance of notes, bonds, or other evidence of indebtedness, or any contract, agreement, or incident thereto; (ii) gave rise to a contractual obligation upon which a party has, in good faith, detrimentally relied; or (iii) was taken in connection with the collection of any tax.

In any event, the Legislative Body shall notify the party making the demand in writing of its decision to take corrective action and shall describe any corrective action taken. This notice shall be given to the demanding party as soon as possible after the meeting, but in no event more than 30 days after receipt of the demand.

ARTICLE XIII – MISCELLANEOUS

13.1 Interpretation

This Manual shall be liberally construed to effectuate its purpose and no ordinance, resolution, proceeding or other action of the Legislative Body shall be invalidated, or the legality thereof otherwise affected by the failure or omission of the Legislative Body to technically comply with, observe or follow the within rules. The City Council may, by resolution, adopt further rules of interpretation or practice.

13.2 Amendments

This Manual may be amended from time to time as necessary by resolution passed by a majority vote of the City Council at any regular or special meeting, provided that no such amendment shall be adopted unless at least seven days' written notice thereof has been previously given to all Legislative Body members serving the City. Such notice shall identify the section or sections of the Manual proposed to be amended.

13.3 Power to Issue Subpoenas

The Legislative Body may issue subpoenas requiring attendance of witnesses or production of books or other document for evidence or testimony any action or proceeding pending before it. (Gov't Code Section 37104.) Subpoenas shall be signed by the Presiding Officer and attested by the Clerk. They may be served as subpoenas are in civil actions.

EXHIBIT A
Chart of Motions

1. Motions listed in order of precedence

MOTION	YOU SAY THIS	May you interrupt the speaker?	Do you need a second?	Is it debatable ?	Can it be amended ?	What vote is needed?	Can it be reconsidered?
Adjourn meeting	"I move to adjourn."	No	Yes	No	No	Majority	No
Call an intermission[1]	"I move to recess for…"	No	Yes	No	Yes	Majority	No
Register a complaint	"I rise to a question of privilege"	Yes	No	No	No	None	No (usually)
Temporarily suspend consideration of an issue[2]	"I move to table the motion"	No	Yes	No	No	Majority	No
Close debate	"I move the previous question"	No	Yes	No	No	2/3	No, unless the vote on question has not been taken
Limit or extend debate	"I move that the debate be limited [or "extended"] to…"	No	Yes	No	Yes	2/3	Yes
Give closer study of something[3]	"I move to refer the motion to the committee"	No	Yes	Yes	Yes	Majority	Yes, unless the board has already taken up the subject
Amend a motion	"I move to amend the motion by…"	No	Yes	Yes	Yes	Majority	Yes
Motion to continue to a certain time	"I move that the motion be continued to…"	No	Yes	Yes	No	Majority	Yes
Introduce business (bring a main motion)	"I move that [or "to"]..."	No	Yes	Yes	Yes	Majority	Yes

[1] Should specify period of recess.
[2] A motion to take up a matter previously tabled must be made at the same meeting as the motion to table, If not, the motion tabled dies.
[3] May contain specific instructions for board members and a date fir certain for reconsideration, If not date is not certain, restored by a motion to take up matter previously tabled" which is permissible in this case even if not same or next meeting,

2. Incidental Motions – no order or precedence. Arise incidentally and decided immediately.

MOTION	YOU SAY THIS	May you interrupt the speaker?	Do you need a second?	Is it debatable?	Can it be amended?	What vote is needed?	Can it be reconsidered?
Protest breach of rules (i.e., Point of Order)[4]	"I rise to a point of order…"	Yes	No	No	No	None	No
Motion to appeal the ruling[5]	"I appeal from the decision of the Presiding Officer [or "Chair"]"	Yes	Yes	Yes	No	Majority	Yes
Suspend rules temporarily	"I move to suspend the rules so that …"	No	Yes	No	No	2/3	No
Avoid considering an improper matter	"I object to the consideration of the question…"	Yes	No	No	No	2/3	No, only if the main question or motion was not in fact considered
Divide motion	"I move to divide the question"	No	Yes	No	Yes	Majority	No
Parliamentary law question	Parliamentary inquiry	Yes, if urgent	No	No	No	None	No
Motion to depart from the agenda	"I move to consider matter […] out of order"	No	Yes	Yes	Yes	Majority	Yes
Take up matter previously tabled[6]	"I move to take from the table …"	No	Yes	No	No	Majority	No
Cancel or change previous action[7]	"I move to rescind/amend something previously adopted…"	No	Yes	Yes	Yes	2/3 or majority with notice	No
Reconsider motion	"I move to reconsider the vote on…"	Yes	Yes	Only if motion is debatable[8]			

[4] Decision of the Presiding Officer is final, unless overturned by motion to appeal the ruling.
[5] Presiding Officer may participate in debate, Negative or tie vote sustains ruling.
[6] A motion to take up a matter previously tabled must be made at the same meeting as the motion to table. If not, the motion tabled dies.
[7] Does not void action *ab initio*, only from point of rescission. Motion is out of order if relates to contract upon which another party has detrimentally relied, relates to issuance of bonded indebtedness, or relates to the collection of any tax.
[8] Cannot be made on a quasi judicial matter or matters required a noticed public hearing. Can only ne made by a member who voted with the previously prevailing side, May be made at the same meeting or a subsequent meeting subject to the same restrictions as a motion to rescind.

EXHIBIT B

CITY MEETING
PRESENTATION POLICY
FOR THE
CITY OF BANNING

EXHIBIT B

BANNING CITY COUNCIL MEETING PRESENTATION POLICY

City Council presentations are for providing information to the Mayor and Council, City management, and the community about activities of interest and value including:

- Activities, events, and infrastructure projects relating to the City.
- Honors and celebrations for organizations, corporations and residents related to Banning.
- Honors and celebrations for organizations, corporations and resident which reflect theirservice to the Banning community.
- Honors and recognitions for City staff for outstanding service or commitment to theCity's mission and goals.
- Please note this is not the appropriate time to seek funds from the City and/or endorsements from City Council or discuss politics.

Presentation Length
All presentations are to be no more than five minutes in length; this is to include all speakers for the group being recognized.

Presentation Schedule
City Council begins at 5:00 p.m. with an invocation and pledge to the American flag followed bypresentations. All honorees or groups are to arrive no later than 4:45 p.m.

Presentation Location
Presentations take place in the Council Chambers inside Banning City Hall located at 99 E. Ramsey Street. Parking is available in the Police Department parking lot located at 125 E. Ramsey Street (just off Hays Street) adjacent to the Council Chambers, or in the City Hall parking lot located at the corner of Hays and San Gorgonio.

Presentation Technical Support
The City has the capability to display PowerPoint (or equivalent) during the presentation. If a PowerPoint is to be used during the presentation:

- The PowerPoint is to be no more than 10 slides with limited text; and
- To be submitted to the City Clerk's Office no later than the Thursday prior to thescheduled Tuesday City Council meeting (2nd and 4th Tuesdays of the month).
  - PowerPoints are subject to editing for appropriateness.
  - PowerPoints which do not meet these standards will not be used.

City Council Procedures Comparison Document

SAN LUIS OBISPO:

Source: https://www.slocity.org/home/showpublisheddocument/34283/638477459470930000

1.3.6 Voting Procedures:

1.3.6.1. When present, all Council Members shall vote, except in the case of a recusal due to a conflict of interest. Failure of a seated Council Member to vote will be construed as an affirmative vote. (Charter § 505)

1.3.6.6. A roll call (voice) vote shall be taken for each Council action. The City Clerk will call the roll for the roll call vote in the following manner: 1) Maker of the motion; 2) Member who has seconded the motion; 3) Additional Council Members in alphabetical order by last name; and 4) Mayor last. The City Clerk shall state for the record the name of any Council Member who is recused or has abstained, **which abstention will be counted as a vote with the majority**, unless legally required. The consent agenda will be considered a single action for purposes of the roll call vote.

CITY OF BELL:

Source: https://www.cityofbell.org/home/showpublisheddocument/10297/636567099171800000

11.3 Votes Needed: (page 27)(c) Any official with a conflict of interest is not counted for purposes of establishing a quorum, and must not vote on, make, participate in any way in, or attempt to influence the decision. **A Legislative Body member abstaining on any other grounds than a conflict under the Political Reform Act shall be counted as present for purposes of a quorum and such abstentions are counted with the majority.** The Legislative Body member who leaves the dais solely to avoid participating in a specific item shall, in absence of a conflict, be counted as if they were present but abstaining and such abstentions are also counted with the majority.

CITY OF ORINDA:

Source: https://www.cityoforinda.org/DocumentCenter/View/4516/City-Council-Policies--Procedures-Manual-February-20-2024-Update

7. Voting:

7.5 Abstention

Abstaining from a vote (other than due to recusal) **constitutes a vote with the majority, except that where there is a tie vote, an abstention constitutes a vote for the motion.**

CITY OF PLEASANTON:

Source: https://www.cityofpleasantonca.gov/assets/our-government/mayor-city-council/city-council-rules-of-procedure.pdf

14.3 Abstentions and Silence: The City Council strongly discourages abstentions since abstentions without either legal conflict or appearance of conflict may impede the City Council's actions, for example by causing a tie vote. Abstentions also deprive Pleasanton residents of one vote of five, or representation of their district, and may diminish accountability of Councilmembers on items of legitimate concern. At the same time, it is not the City Council's intention to impede any individual Councilmember's right to choose not to speak or vote on an item. A Councilmember shall publicly state the reason for an abstention. **The City Council adopts the rule for counting votes as "those present and voting" as described in Rosenberg's Rules of Order (see pages 5 and 6). Under this rule, a Councilmember who abstains or is silent counts as "present" for determining a quorum, but when counting votes is treated as if the Councilmember is not voting.**

CITY OF BIG BEAR LAKE:

Source:
https://citybigbearlake.com/images/DOWNLOADS/TRANSPARENCY/City_of_Big_Bear_Lake_Council_Manual_-_last_updated_Sept._2022.pdf

II Rules of Discussion and Debate for Regular Meeting

R. Voting Rules.

1. Vote Unless Disqualified. All Councilmembers present at a meeting when a question comes up for a vote should vote either for or against the question unless he/she is disqualified from voting by reason of a conflict of interest and abstains because of such disqualification.

(a) A Councilmember stating disqualification will not be counted as a part of a quorum and will be considered absent for the purpose of determining the outcome of a vote on the matter. See Section S, below, for other rules relating to Conflicts of Interest.

(b) **Any Councilmember who abstains for reasons other than disqualification, in effect consents that a majority of the quorum may decide the question being voted upon. Any Councilmember so abstaining will be counted as present for purposes of establishing a quorum. Such an abstention will be counted (1) as neither an affirmative vote nor a dissenting vote and (2) as if it did not exist. The "present and voting" rule as described in Rosenberg's Rules applies.**

PALO ALTO:

Source: https://www.cityofpaloalto.org/files/assets/public/v/1/city-clerk/city-charterprocedures/02-01-20-adopted-council-protocols-and-procedures-manual.pdf

2.4 General Requirements:

W. Debate and Voting:

9) Abstaining from vote: Council Members should only abstain if they are not sufficiently informed about an item, e.g. when there was a prior hearing and they were unable to view the

prior meeting before the current meeting. In the event of an abstention the abstainer in effect, "consents" that a majority of the quorum of the Council Members present may act for him or her.

10) Not participating: A Council Member who disqualifies him or herself pursuant to the Political Reform Act of 1974 because of any financial interest shall disclose the nature of the conflict and may not participate in the discussion or the vote. A Council Member may otherwise disqualify him or herself due to personal bias or the appearance of impropriety.

CITY OF COLTON:

Source: https://www.ci.colton.ca.us/DocumentCenter/View/8381/Colton-City-Council-MOP---Nov2021

H-3 FAILURE TO VOTE

Every member should vote unless disqualified for cause accepted either by vote of the Council or by opinion of the City Attorney. Self-disqualification, without approval, which results in a tie vote shall be viewed as thwarting Council action. However, no Councilmember shall be forced to vote. A Councilmember who abstains shall in effect consent that a majority of the quorum may act for him. Tie votes shall be lost motions and matters may be reconsidered upon the making of a motion to reconsider.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Amber Rockwell, CORE Manager** **Art Vela, Public Works Director**
MEETING DATE:	**October 8, 2024**
SUBJECT:	**Presentation and Update on the Banning Electric Utility Public Benefits Fund**

RECOMMENDATION:

Receive and File.

BACKGROUND:

In 1996, in an effort to lower the cost of electricity, retain and attract jobs, and reduce power outages, deregulation of California's electrical services industry began. The former monopoly market was to be restructured, and the California Independent System Operator (CAISO) was developed to control state-wide grid transmission and ensure efficient use and reliable operation of the transmission system. There was also a new focus on development of programs to provide low-income assistance, energy efficiency programs to provide to low-income homes, energy efficiency programs, investment into new renewable energy sources, and Public Interest Research & Development (PIER). When AB1890 was passed by California legislature to restructure California's electrical industry, it was the beginning of state-mandated public benefits programs and the public benefits charge.

Funding for public benefits programs occurs through a non-bypassable charge paid by all California electric utility customers. AB1890 originally earmarked $3.2 billion as the initial dollar amount needed to fund rate relief for residential and small commercial customers. This original $3.2 billion was the figure used to develop the 2.85% non-bypassable charge electric utilities still in use today to fund public benefits programs. AB1890 specifies that municipal electric utilities are given oversight and control of their own public benefits programs. The legislation is also very clear that public benefits funds are only to be used to support public benefits programs and monies are not to be comingled with other funds.

AB 723 also establishes measurement verification and evaluation criteria for program results. Public utilities are given the leeway to implement programs best suited to the needs of their ratepayers. With the freedom of program design and implementation, public utilities are still held accountable to the State of California. Public benefits programs results are reported annually to include verifiable energy reductions achieved, number of measures implemented, demographics where measures were implemented, and demographics of jobs created. The report is to be submitted in compliance with Section 9795 of the Government Code.

At this time, state-mandated energy efficiency reporting for City of Banning Electric Utility Public Benefits Program is submitted annually through the Southern California Public Power Authority (SCPPA). Statistics are independent to each municipality within SCPPA. The statistics of each individual utility are collected and compiled as a single report that is submitted annually.

JUSTIFICATION:

The Banning Electric Utility's Public Benefit Program has been established to meet California regulations.

FISCAL IMPACT:

A budgeted 2.85% non-bypassable charge is added to customer bills to pay for the City's Public Benefit Program. Revenues are projected to be $760,000 for fiscal year 2024/2025.

One notable budgetary change that will be made to Fund 675, Public Benefit Fund, during the mid-year adjustments will be to add staff salaries for those staff members that are wholly or partially dedicated to Public Benefit Fund activities. Those employees include: Core Manager (1.0 F.T.E.), Utility Services Assistance (1.0 F.T.E.) and Business Suppport Manager (0.10 F.T.E.). It is projected that adding these salaries will increase the Public Benefit Fund expenditure budget by $358,068.

Fund 675 currently has an estimated fund balance of $1,135,073.16.

ALTERNATIVES:

N/A

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

3. PB Budget.pdf
4. Expenditure per Event.pdf
5. Program Justification Matrix.pdf

Public Benefits Budget			
FY 24/25			
Budget	760,000	Budget %	
Low-Income	385,000	51%	
Rebates/Synergy	268,500	35%	
Events/Sponsorships	70,000	9%	
Misc.	36,500	5%	
FY 23/24	Budget	Actual Spent	Actual %
Total Program	784,121	684,324	
Low-Income	389,604	360,281	52%
Rebates/Synergy	312,806	70,237	10%
Events/Sponsorships	123,146	50,012	7%
Events/Sponsorships			
Summer			
Summer Day Camp/STEM Week			
Keep Your Kool at the Pool			
Keep Your Kool at the Fox			
Keep Your Kool at the Bowl			
Senior Celebration Electric BBQ			
Fall			
Public Power Week			
Banning High School Career Day			
Trunk-or-Treat			
Winter			
Light Up Your Holidays - Market Night			
Santa Shop			
Warm Hands - Hot Popcorn - Valentine's Day			
Spring			
Wellderly Week at the Banning Senior Center			
Disaster Expo			
Energy Saving Trees			
Arbor Day Community Tree Planting			
Solar Boat Competition - Banning High School			

Event Budgets and Expenditures

Summer Events	**Budget FY23-24**	**Cost FY23-24**	**Budget FY24-25**
Summer Day Camp/STEM Week	$ 6,000	$ 1,780	$ 2,500
Keep Your Kool at the Pool			
Movies	$ 5,000	$ 3,645	$ 5,000
Pool Attendance	$ 5,000	$ 4,152	$ 5,000
Giveaways/Raffles/Misc.	$ 5,000	$ 3,066	$ 5,000
Keep Your Kool at the Fox	$ 5,000	$ 270	$ 2,500
Keep Your Kool at the Bowl			
Sponsorship for 9/7/23 (Special Added Show)	$ 2,000	$ 3,500	$ 3,500
Installed String Lights	$ 10,000	$ 1,522	$ 500
Raffle Prizes - Six shows for the 2023 Season	$ 3,000	$ 2,273	$ 2,500
Senior Celebration Electric BBQ	$ 146	$ 98	$ 200
Fall			
Public Power Week (Did not have event in 2023)	$ 5,000	$ -	$ 500
Banning High School Career Day	$ 2,000	$ -	$ 300
Trunk-or-Treat	$ 7,000	$ 4,492	$ 4,500
Winter			
Light Up Your Holidays - Market Night			
Installed String Lighting @ San Gorgonio/Ramsey	$ 5,000	$ 909	$ 500
Photobooth, Giveaways, Hot Cocoa Bar, Crafts	$ 10,000	$ 4,640	$ 5,000
Santa Shop	$ 2,000	$ 664	$ 1,000
Warm Hands - Hot Popcorn - Valentine's Day	$ 2,500	$ -	$ 500
Spring			
Wellderly Week at the Banning Senior Center	$ 2,500	$ 1,815	$ 2,000
Disaster Expo	$ 3,000	$ 1,824	$ 1,500
Energy Saving Trees	$ 25,000	$ 11,200	$ 17,500
Arbor Day Community Tree Planting	$ 15,000	$ 1,912	$ 7,500
Solar Boat Competition - Banning High School	$ 2,500	$ 2,000	$ 2,000
Backpack Bash	$ 500	$ 250	$ 500
Total	$ 123,146	$ 50,012	$ 70,000

Program Justification Matrix

Activity	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12
Low income Assistance	X											
Energy Effeciency Rebates		X	X				X				X	
S.E.A.M. - Synergy	X	X	X				X	X		X	X	
Warm Hands & Hot Popcorn	X		X		X	X		X			X	
Wellderly Week at the Senior Center	X		X			X		X	X			
Disaster Expo	X		X					X	X	X		X
Energy Saving Trees	X	X	X				X	X	X			
Arbor Day Community Tree Planting							X	X	X			
Summer Camp/STEM Week	X		X	X				X	X	X		X
Senior Summer BBQ	X	X	X				X	X	X			
Keep Your Kool at the Pool	X		X		X	X		X	X			X
Keep Your Kool at the Fox	X		X		X	X		X			X	X
Keep Your Kool at the Playhouse Bowl	X		X		X	X		X	X			X
Public Power Week			X	X				X		X		X
BHS College and Career Day			X	X				X		X		X
Trunk-or-Treat	X		X	X				X	X	X		X
Santa Shop	X	X	X					X	X			X
Light Up Your Holidays - Market Night	X	X	X					X	X		X	X
BHS- Solar Boat Competition			X	X			X					X
Backpack Bash	X		X					X				X

KEY

#1 Low Income Assistance
#2 Energy Efficiency
#3 Education - Awareness
#4 Promoting Electric Industry Careers
#5 Demand Response
#6 Behavior Shaping
#7 State Climate Goals - GHG Reduction
#8 Community Outreach - Relationship Building
#9 Inner Departmental Support & Collaboration
#10 Promote Electrical Safety
#11 Support Local Business
#12 Support Community and/or City Sponsored Event

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Emery Papp, Senior Planner** **David Newell, Community Development Director**
MEETING DATE:	**October 8, 2024**
SUBJECT:	**Reconsideration Request by Sun Lakes Highland, LLC on the City Council's Decision of September 10, 2024 to Adopt Resolution 2024-151, Denying Entitlement Applications (Tentative Parcel Map 38164 and Design Review DR 21-7008) for the Banning Point Project**

RECOMMENDATION:

It is recommended that the City Council review the materials submitted by Sun Lakes Highland, LLC, in accordance with Section 17.68.140 of the Municipal Code and Section 11.3(d) of the City Council Manual of Procedural Guidelines, and provide direction to staff on whether the City Council believes it is warranted to reconsider its September 10, 2024 denials of the Tentative Parcel Map and Design Review applications by scheduling the matter for a future public hearing by the City Council. In order for the matter to be reconsidered and scheduled for a new public hearing, a member of the City Council who voted with the majority to deny the two applications and adopt Resolution 2024-151 would need to make a motion to reconsider that action.
The motion would need to be seconded by any member of the City Council, and the motion would need to pass with a majority vote.

BACKGROUND:

On September 10, 2024, the City Council adopted Resolution No. 2024-151 (Attachment No. 1), denying two entitlement applications (Tentative Parcel Map 38164 and Design Review No. 21-7008) for the Banning Point Project, located within the Sun Lakes Village North Specific Plan. On September 25, 2024, the Law Firm of Allen Matkins Leck Gamble Mallory & Natsis LLP, submitted a letter to the City of Banning Community Development Department requesting the City Council reconsider its September 10, 2024 public hearing decision on the matter (Attachment No. 2). While the request is somewhat unusual, it is a lawful request consistent with Section 17.68.140 (Attachment No. 3) of the Banning Municipal Code (BMC). The request was also made timely by having been filed within 15 days of the City Council's decision on the matter.

JUSTIFICATION:

The project applicant, Sun Lakes Highland, LLC has requested that the City Council reconsider its decision, in accordance with BMC Section 17.68.140:

"If more complete or additional facts or information, which may affect the original action taken on an application by a review authority are presented, the review authority may reconsider such action taken, if a request for reconsideration is filed with the department within fifteen days following the final date of action. If a public hearing was required in the original review process, another public notice as specified in Section 17.68.020 shall be made prior to the reconsideration of the review authority, and all costs

associated with the reconsideration shall be paid by the applicant."

For purposes of Section 17.68.140, the "review authority" for TPM 38164 and the appeal of the Planning Commission's approval of DR 21-7008 is the City Council. The Council is permitted to reconsider its action on TPM 38164 and DR 21-7008 if a request for reconsideration is timely filed within 15 days following the date of final action. Because the BMC is silent on who can file a request for reconsideration, it is reasonable to construe the provision to permit the property owner/applicant for the project, Sun Lakes Highland, LLC, to file the request. On September 25, 2024, Sun Lakes Highland, LLC filed the subject request, which complies with the BMC requirements of filing within 15 days of the City Council's September 10, 2024 decision.

Also, although Section 17.68.140 is located in the Zoning Code, it applies to the TPM application based on BMC Sections 16.08.030 and 16.14.010(A). BMC Section 16.08.030 states that, *"[a]n application for a tentative map shall be processed and set for a public hearing in accordance with Chapter 16.14 of this title."*

In addition, BMC Section 16.14.010(A) states that, *"[a]ny hearing required in this Title 16, subdivisions, shall be set, and notice of the public hearing of the planning commission and of the city council shall be given, in a manner consistent with Chapter 17.68,"* which includes Section 17.68.140. (Section 17.68.140 applies to the Design Review application via Section 17.56.040.)

Finally, the City Council Manual of Procedural Guidelines (Attachment No. 4) addresses motions for reconsideration. Section 11.3(d) of the Manual states:

"Any Legislative Body member who voted with the majority may move to reconsider any action at the same meeting or, within sixty (60) calendar days, request in writing to the Clerk/Secretary that it be agendized for consideration at the following meeting, provided that reconsideration shall not be permitted where a party other than the City has acted in reliance on the Legislative Body's action and would be substantially prejudiced by such reconsideration. The Clerk shall apprise the City Attorney of any facts constituting substantial prejudice and may rely upon the determination of the City Attorney. In the event that the subject of the reconsideration is a motion that failed as the result of a tie vote, any Legislative Body member who voted against the earlier motion may move for reconsideration at the following meeting. The member seeking reconsideration must have the matter agendized unless the motion will be made at the same meeting where the original action was taken. If the motion to reconsider passes, then the original item may be reconsidered at that time or agendized for the next meeting which meets any applicable noticing requirements. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent of the Legislative Body."

Based on the foregoing, the members of City Council voting in support to adopt Resolution 2024-151 (denying the project) may choose to reconsider their decision. Councilmembers Flynn and Happe and Mayor Pro Tem Minjares voted affirmatively to adopt Resolution 2024-151 and either Councilmembers Flynn or Happe or Mayor Pro Tem Minjares may make a motion to reconsider the denial decision. A second to the motion may be made by any member of the City Council.

FISCAL IMPACT:

There is no Fiscal Impact related to this action other than staff time to prepare the report.

ALTERNATIVES:

1. Consider a motion to grant the request of Sun Lakes Highland, LLC and vote to reconsider the matter by setting it for a future public hearing on the applications.
2. Take no action and the request fails due to lack of a Motion.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. CC Resolution No. 2024-151.pdf
2. 2024-09-25 SLH Reconsideration Request.pdf
3. BMC 17.68.140___Reconsideration..docx
4. CC Manual of Procedural Guidelines_Resolution 2023-34 - Copy.pdf

RESOLUTION 2024-151

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, (1) DISAPPROVING TENTATIVE PARCEL MAP NO. 38164, A PROPOSED SUBDIVISION OF APPROXIMATELY 47 GROSS ACRES OF VACANT LAND INTO THREE PARCELS; (2) DENYING DESIGN REVIEW NO. 21-7008 A PROPOSED CONSTRUCTION OF A 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), (3) MAKING A DETERMINATION OF EXEMPTION UNDER SECTION 15720(A) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES

WHEREAS, on December 8, 2020, the City Council certified the Final Environmental Impact Report (EIR) (SCH #2020029074) prepared for, and approved, Amendment No. 5 to the Sun Lakes Village North Specific Plan (SLVNSP) (Ordinance 1571 for Zone Change 20-3501). Amendment No. 5 revised the Specific Plan Land Use Plan from Retail Commercial (Auto Dealer) to Business Park & Warehouse (BW), Office & Professional (OP), and Retail & Service (RS), and revised the permitted land uses, development standards (including maximum building height, setbacks, open space, landscaping, parking, and signage), and design guidelines for the development and implementation provisions of the SLVNSP; and

WHEREAS, in furtherance of the interests of Sun Lakes Highland, LLC (Applicant), an application was submitted for approval of proposed Tentative Parcel Map No. 38164 (TPM 21-4001) to subdivide approximately 47.11 acres of vacant real property into three commercial and industrial parcels, and for Design Review No. 21-7008, to construct a 619,959 square-foot industrial warehouse building with 10,000 square feet of office space, and six retail/commercial buildings totaling 34,000 square feet and associated utility, parking, roadway, and landscaping improvements (all together, the "Project"), on real property identified as APN 419-140-057; and

WHEREAS, on October 19, 2021, and December 1, 2021, the Planning Commission conducted duly noticed public hearings on the Project, at which time interested persons had an opportunity to testify in support of or in opposition to the Project. At the conclusion of the public hearing on December 1, 2021, the Planning Commission adopted Resolution No. 2021-16, approving Tentative Parcel Map No. 38164 and approving Design Review No. 21-7008, including conditions of approval for the Project. Pursuant to Banning Municipal Code Chapter 16.14, the Planning Commission's decision has been interpreted by City Staff and the City Council as a recommendation to the City Council for approval of Tentative Parcel Map No. 38164; and

WHEREAS, pursuant to Banning Municipal Code Section 17.68.100, three applications seeking to appeal the Planning Commission's decision on the Project were received during the appeal period following the Planning Commission's action; and

WHEREAS, an appeal application was received from Golden State Environmental Justice Alliance and was subsequently rejected as being incomplete because it did not state the grounds or reasons for its appeal, did not request a specific action, and incorrectly described the project; and

WHEREAS, an appeal application was received from Supporters Alliance For

Environmental Responsibility (SAFER), who subsequently withdrew its appeal on January 18, 2022, and announced its support for the Project; and

WHEREAS, on December 7, 2021, the law firm of Shute, Mihaly & Weinberger submitted an appeal on behalf of Appellant, Pass Area Action Group (PAG), and a three-page letter on behalf of Appellant, which was supplemented by a 428-page letter submitted via email on January 24, 2022 (the "Appeal"); and

WHEREAS, the public hearing on Tentative Parcel Map No. 38164 and the Appeal hearing on Design Review No. 21-7008 was scheduled for January 31, 2022, and in compliance with applicable law, the City provided public notice of the public hearing by advertising in the *Record Gazette* newspaper on January 21, 2022, and by mailing notices to all property owners within 1,000 feet of the subject site; and

WHEREAS, the City subsequently received requests from both Pass Area Action Group and the Applicant to continue the Appeal hearing to allow for additional time to review the materials related to the Project; and

WHEREAS, in recognition of the requests from both Appellant and Applicant for a continuance of the public hearing, at the regularly scheduled City Council meeting held on January 25, 2022, the City Council voted to cancel the Appeal hearing previously noticed for January 31, 2022, and to reschedule the public hearing to February 17, 2022; and

WHEREAS, the City provided public notice of the rescheduled public hearing on Tentative Parcel Map No. 38164 and the Appeal hearing on Design Review 21-7008 by advertising in the *Record Gazette* newspaper on February 4, 2022, and by again mailing (on February 3, 2022) notices to property owners within a 1,000-foot radius of the subject site; and

WHEREAS, on February 17, 2022, the City Council of the City of Banning conducted a duly noticed public hearing on the Appeal, at which time all interested persons, including Appellant and Applicant, were given an opportunity to speak and to present both oral and written evidence in support of and in opposition to the Appeal. At the conclusion of the public hearing on February 17, 2022, the City Council adopted Resolution No. 2022-14, approving Tentative Parcel Map No. 38164, approving Design Review 21-7008 and denying the Appeal, including Conditions of Approval of the Project, and adopting an Addendum to the certified EIR prepared for Amendment No. 5 to the Sun Lakes Village North Specific Plan (SCH # 2020029074); and

WHEREAS, on April 18, 2022, PAG filed a Petition for Writ of Mandate and Complaint for Injunctive Relief ("Petition") with the Riverside County Superior Court (Case No. CVRI2201482), challenging the City of Banning's approval of the Project; and

WHEREAS, the lawsuit alleged that the City failed to provide a fair hearing due to alleged bias by Councilmembers Hamlin, Sanchez, and Wallace. The lawsuit also contended that the City violated CEQA and the City's General Plan in approving the Project, and that the findings in support of the Project were not supported by substantial evidence; and

WHEREAS, following briefing and a hearing on the merits, the trial court issued a ruling finding only that the City did not provide a fair hearing based on the court's conclusion that then-Councilmember Hamlin was biased in favor of the Project. The court rejected all claims of bias as to Councilmember Wallace and Councilmember Sanchez, stating in its ruling that "their

statements do not overcome the presumption that they are unbiased. There has been no showing of a financial or personal interest in the Project and no specific evidence demonstrating actual bias or a particular combination of circumstances creating an unacceptable risk of bias...." The court also rejected in its entirety all of PAG's substantive challenges, finding that the City fully complied with CEQA, that the Project is consistent with the City's General Plan, and that the City's findings were supported by substantial evidence, as discussed further below. As the court concluded in its ruling, the court "does not find that Petitioner [PAG] has carried its burden of proof on any remaining issue and would not grant the writ but for the fair hearing issue."; and

WHEREAS, the court entered judgment and issued a writ of mandate directing the City to set aside and vacate the prior approval and to reconsider the Project without the participation of Councilmember Hamlin; and

WHEREAS, the City provided public notice of a public hearing on the Project by advertising in the *Record Gazette* newspaper on June 28, 2024, and by mailing (on June 25, 2024) notices to property owners within a 1,000-foot radius of the Project site; and

WHEREAS, on July 9, 2024, the City Council of the City of Banning adopted Resolution No. 2024-113 to set aside the prior Project approvals in compliance with the writ of mandate. Also on July 9, 2024, the City Council conducted a duly noticed public hearing on the Project, at which time all interested persons, including Appellant and Applicant, were given an opportunity to speak and to present both oral and written evidence in support of and in opposition to the Project. Following the public hearing, the City Council directed Staff to prepare a resolution for the City Council's consideration at a later date to approve Tentative Parcel Map No. 38164 but deny Design Review 21-7008, and to make appropriate findings in accordance with CEQA; and

WHEREAS, on September 10, 2024, the City Council of the City of Banning continued their deliberation on the Project, at which time all interested persons, including Appellant and Applicant, were given an opportunity to speak and to present both oral and written evidence in support of and in opposition to the Project; and

WHEREAS, all legal prerequisites prior to the adoption of this Resolution have occurred; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including supporting reports by City Staff, written materials timely received by the City, and information provided during public meetings.

NOW THEREFORE, the City Council of the City of Banning does hereby resolve, determine, find, and order as follows:

SECTION 1: **Recitals**. This Council hereby specifically finds that all of the facts set forth in the Recitals above are true and correct and are incorporated herein.

SECTION 2: **Tentative Parcel Map Findings for Denial**. Subsection (B) of Section 16.14.050 of the Banning Municipal Code provides that any action taken by the City Council concerning Tentative Parcel Map No. 38164 shall be supported by the findings required by Sections 66427.1, 66473.5, 66474, 66474.1, and 66474.6 of the California Government Code and Section 21100 of

the California Public Resources Code. In addition, Section 66474 of the California Government Code states that a City Council shall deny the approval of a tentative map if the Project fails to meet any of the requirements outlined in Section 66474.

A. **Applicable Findings.** The City Council finds that Section 66427.1 does not apply because this Project does not involve the conversion of residential real property into a condominium project, a community apartment project, or a stock cooperative project. The City Council also finds that Section 66474.1 does not apply because the City Council's action in this matter relates to a Tentative Parcel Map and not a Final Parcel Map. The City Council finds that the other sections noted in the introductory paragraph of this Section do apply to Tentative Parcel Map No. 38164. The following subsections are intended to provide the required findings in accordance with Government Code Sections 66473.5, 66474, and 66474.6 and Public Resources Code Section 21100.

B. **The design and improvement of the subdivision proposed under Tentative Parcel Map No. 38164 is inconsistent with the City's General Plan and the Sun Lakes Village North Specific Plan Amendment No. 5.**

(1) The Tentative Parcel Map covers an area of approximately 47.11 acres and proposes to divide that area into three parcels. The largest proposed parcel is 30.22 acres is in the northwestern portion of the Map and is adjacent to the backside of the Sun Lakes Village Shopping Center, the Southern Pacific Railroad, and the Interstate-10 Freeway. This parcel is proposed for a warehouse building of approximately 619,959 square feet along with associated truck parking, loading, landscaping, and other uses. The second largest parcel is approximately 10.06 acres and is located on the eastern portion of the side and adjacent to an assisted living facility and residential units designed on smaller lots that are part of the Sun Lakes Country Club active adult/golf course community. On this lot, offices and professional uses are intended to be located but no development is currently proposed. The third and smallest parcel is approximately 6.83 acres and is located on the southern edge of the Map and adjacent to Sun Lakes Boulevard located in close proximity to a residential community. On this lot, retail stores, restaurants and service uses are proposed.

(2) Government Code Section 66474(b) and the Banning Municipal Code Section 16.14.050(B) provide that the City Council shall disapprove the Tentative Parcel Map if the design and improvement of the map is inconsistent with the General Plan and the Sun Lakes Village North Specific Plan Amendment No. 5.

(3) The design of the subdivision proposed under Tentative Parcel Map No. 38164 is inconsistent with the General Plan Policy No. 7 of the City's Industrial Land Use Goal which provides that there shall be sufficient industrial lands for manufacturing, warehousing, and distribution, while carefully considering compatibility with adjacent lands. While the proposed parcel of 30.22 acres, designed for a large future warehouse use, is placed furthest away from residential uses to the south, the use of that one lot for one large truck-intensive warehouse, rather than a mix of other uses that would also be consistent with the Specific Plan, together with the only available access points to the site onto and off of Sun Lakes Boulevard, means that a large truck-intensive building and use with truck access points to the

site is placed immediately adjacent to a quiet planned residential community and an assisted living facility. The main access points for this Project include Sun Lake Blvd and Sun Lakes Village Dr., roads located adjacent to a residential community and a nearby assisted living facility. According to the City's General Plan Circulation Element, Sun Lakes Blvd is designated as a Major Highway connecting multiple capillary streets to adjacent residential lands. Pedestrians, visitors, and community residents share these same access points potentially exposing vulnerable community members, such as residents from the nearby assisted living facility, to traffic flow that can potentially delay access to rapid emergency response services, expose them to health risks, and new vehicular hazards.

(4) The Tentative Parcel Map is inconsistent with the Site Design and Circulation Goal 3.2.1 of the Sun Lakes Village North Specific Plan Amendment No. 5 of separating semi-truck access and circulation from passenger vehicle access and circulation to the greatest extent feasible within the Business & Warehouse District to minimize conflicts.

(5) Tentative Parcel Map No. 38164 is inconsistent with Site Design and Circulation Goal 3.2.1 because the Project's main access points are closest to residential uses and therefore the Project does not separate semi-truck access and circulation from passenger vehicle access and circulation to the greatest extent feasible. The driveway on the east side of the site is immediately adjacent to the Lakes assisted living facility thereby exposing residence in that facility to minimal buffering, increased noise and a diminishment in their quality of life.

SECTION 3: **Design Review Findings for Denial.** Sections 17.56.010 and 17.56.050 of the City of Banning Municipal Code requires that applications for Design Review approval to achieve certain community goals and purposes to satisfy certain specified findings and criteria. The City Council makes the following findings to deny Design Review 21-7008:

A. The Project is inconsistent with the General Plan.

(1) Design Review 21-7008 is inconsistent with Policy 2 of the Community Development Element of the General Plan's Residential Goals, Policies, and Programs. Policy 2 states that projects adjacent to existing neighborhoods shall be carefully reviewed to assure that neighborhood character is protected. Design Review 21-7008 is inconsistent with this policy because the Project contains a large warehouse building and use as distinguished from a mix of other permitted uses and smaller buildings, resulting in a highly truck-intensive development that is incompatible with and does not safeguard adjacent residential communities deleterious impacts with respect to traffic, noise, and other associated impacts created by the proposed industrial development.

B. The proposed project conflicts with and is inconsistent with one of the purposes of the City's Design Review process which is to maintain the public health, safety and welfare and property throughout the City.

(1) In evaluating the Project as a whole under the City's Design Review Chapter of the Banning Municipal Code (Chapter 17.56), the City Council must consider

additional factors. As stated by the Banning Municipal Code Section 17.56.010 (E), one of the purposes of Design Review is to "maintain the public health, safety and general welfare and property throughout the City."

(2) The external impacts of the Project upon the community would have a deleterious effect on public safety and to properties in its immediate vicinity. Specifically, the Project will result in a significant increase in truck traffic immediately adjacent to the Sun Lakes Country Club Community which lies across the street from the Project site. The Sun Lakes Club Community is a community exclusively for residents 55 years of age or older. Similarly, the Lakes Banning Retirement Home is an assisted living facility designated for senior living. These two residential communities are located in close proximity to the Project.

(3) The additional noise, traffic, and vehicular and pedestrian hazards that the residents in this 55 years or older age community would face from this Project will increase the public safety risks associated with this Project that is immediately adjacent to the Sun Lakes Country Club Community. These hazards include vehicular safety risks from residential vehicular trips to and from the Sun Lakes Country Club Community as the residents face a substantial increase in truck traffic on Sun Lakes Boulevard. In addition, pedestrian safety risks arise from residents who live in the Sun Lakes Country Club Community walking to and from their homes, along Sun Lakes Boulevard and up to the community shopping center at the northeast corner of Sun Lakes Boulevard and Highland Springs Avenue.

(4) Furthermore, the Project will introduce a truck-intensive industrial project adjacent to a spacious, quiet, heavily landscaped, and suburban planned residential community, creating a stark and incompatible conflict of uses immediately adjacent to each other. A truck intensive drive-isle is also planned immediately adjacent to and close to the easterly boundary of the site and immediately adjacent to an existing assisting living facility known as the Lakes Banning Retirement Home. Thus, although the land use may be permitted on the site by the General Plan and Specific Plan, the impacts of the Project at its current location will not achieve the purposes of Design Review of "maintain[ing] the public health, safety and general welfare and property throughout the City" because the Project would be detrimental to maintaining property surrounding the site in a manner that retains its current character, value, and features.

(5) For these reasons, the City Council finds that the Project does not accomplish this important goal and purpose of the Design Review process.

C. The design and layout of the proposed project will unreasonably interfere with the use and enjoyment of neighboring existing or future development.

(1) The design and layout of the Project will unreasonably interfere with the use or enjoyment of existing nearby neighborhoods. This design and layout will place a truck intensive development project immediately north and west of residential neighborhoods increasing traffic and compromising pedestrian safety. In addition, this truck intensive development project will impair the quiet enjoyment of the

abutting residential uses with vehicular noise and traffic.

D. The design and layout of the proposed project will result in vehicular and/or pedestrian hazards.

(1) As mentioned, the Sun Lakes Club Community is a community exclusively for residents 55 years of age or older and the Lakes Banning Retirement Home is an assisted senior living facility. These two residential communities are located in close proximity to the Project. The Sun Lakes Country Club community is a planned residential community around a large golf course. Golf is a popular recreational activity practiced by these two neighboring communities. The design and layout of the Project will result in vehicular and pedestrian hazards because there are minimal protections for pedestrians or golf cart users utilizing Sun Lakes Boulevard to connect to the Sun Lakes Country Club Community.

(2) The Project identifies three truck courts and semi-truck circulation access points. These are as follow:

- Access points off Sun Lakes Blvd: 40' wide driveway (at cul-de-sac) & 46' driveway (divided by 6' median) & 40' wide shared driveway;
- Access points for retail: West side - 24' wide driveway off Sun Lakes Village Dr & East side - Two (2) 26' wide driveways off shared driveway;
- Access points for warehouse: West side- 29'-10" wide driveway off Sun Lakes Village Dr & East side- Three (3) driveways 24' wide, 29' wide, 40' wide off shared driveway.

The Project's use and site plan will require 100 percent of daily and nightly truck trips traffic into and out of the site to utilize Sun Lakes Boulevard. Although the Project site has frontage only on Sun Lakes Boulevard, the development of the site for a large warehouse use rather than other smaller uses or a mix of various uses, will nonetheless result in a concentration of truck traffic among Sun Lakes Boulevard, which will conflict with the safe movement of pedestrians and area residents using golf carts. As such, the design and layout of the Project fails to take in account the accessibility needs of this age group when tailoring protections that will best protect the safety of pedestrian and seniors traveling and/or living nearby.

E. The design of the proposed project is incompatible with the character of the surrounding neighborhood.

(1) The Sun Lakes Club Community and the Lakes Banning Retirement Home are two residential communities in close proximity to this Project. The Project proposed pursuant to Design Review 21-7008 is incompatible with the character of the surrounding neighborhoods because the Project fails to account for the accessibility needs of the senior citizen population living and traveling near the Project. In addition, the truck intensive environment that would be generated by the Project will impair the quiet enjoyment of the abutting residential uses. Vehicular noise and traffic will conflict with the tranquil and quiet environment

sought out by senior residents living nearby.

(2) The design of the Project is incompatible with the character of the surrounding neighborhoods because there are minimal protections for pedestrians or golf cart users utilizing Project-impacted-streets. The design fails to take into account the accessibility needs of seniors and residents living nearby. In addition, community residents will be forced to share traffic impacted streets potentially exposing vulnerable community members, such as residents from the nearby assisted living facility, to traffic impacts that can potentially delay access to rapid emergency response services, exposing residents to new vehicular hazards.

SECTION 4: Project Denial and Upholding of Appeal. Based upon the findings and conclusions set forth in Sections 1 through 3 above, and all of the evidence (both written and oral) in the record, this City Council hereby disapproves the Tentative Parcel Map No. 38164; and upholds and sustains the Appeal of the Planning Commission's approval of Design Review No. 21-7008, thereby denying Design Review No. 21-7008.

SECTION 5: Environmental Findings.

A. The City Council, based on its independent judgment, does hereby find, determine and declare that the Project is exempt from the requirements of the California Environmental Quality Act ("CEQA") (Cal. Pub. Resources Code, § 21000 et seq.) and the State Guidelines (the "CEQA Guidelines") (14 Cal. Code Regs. § 15000 et seq.) pursuant to Section 15270(a) of the CEQA Guidelines because CEQA does not apply to projects which a public agency rejects or disapproves.

B. The Community Development Director is hereby directed to prepare and file a Notice of Exemption in the form and manner required by CEQA.

C. The custodian of records for the documents that constitute the record of proceedings upon which the City Council's decision is based is the City Clerk of the City of Banning. Those documents are available for public review in the Planning Division located at 99 E. Ramsey Street, Banning, California, 92220 during regular business hours.

SECTION 6: Certification. The City Clerk shall certify to the adoption of this Resolution.

SECTION 7: Effect. This Resolution shall take effect immediately upon its adoption.

SECTION 8: Judicial Review. The time within which judicial review, if available, of this decision must be sought is governed by California Code of Civil Procedure Section 1094.6, unless a shorter time is provided by other applicable law. The City Clerk shall mail by first class mail, postage prepaid, a certified copy of this Resolution and a copy of the affidavit or certificate of mailing to the Appellant, Applicant, and any other persons or entities requesting notice of determinations related to the decision.

PASSED, APPROVED AND ADOPTED this 10th day of September 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 2024-151, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of September 2024 by the following vote, to wit:

AYES: Flynn, Happe, Minjares.

NOES: Sanchez and Wallace.

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

Allen Matkins

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E-mail: rfriess@allenmatkins.com
Direct Dial: 949.851.5478 File Number: 391960.00003/4874-9449-6232.1

Via Electronic Mail

September 25, 2024

Interim Community Development Director
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Emails: CommunityDev@ci.banning.ca.us
cd@banningca.gov

Re: Sun Lakes Highland, LLC's request for reconsideration of the City Council's adoption of Resolution 2024-151

Dear Interim Community Development Director:

This firm represents Sun Lakes Highland, LLC ("SLH"), the owner of the property comprising the Banning Point Project. At its regular meeting on September 10, 2024, the City Council adopted Resolution 2024-151 in connection with Agenda Item No. 8.2, which denied Tentative Parcel Map No. 38164 and Design Review No. 21-7008 and deemed the Project exempt from CEQA. This letter requests that the City Council reconsider its adoption of Resolution 2024-151 by noticing a new public hearing on the Project as permitted under Municipal Code section 17.68.140.

This request for reconsideration is timely as it is made within 15 days following the City Council's adoption of Resolution 2024-151 on September 10, 2024. (Banning Mun. Code § 17.68.140.)

The City Council can and should reconsider its adoption of Resolution 2024-151 based on new information on Councilmembers' bias against SLH and the Project.

New information has emerged since the City Council's July 9, 2024, public hearing, which renders its subsequent decision to deny the Project's entitlements the proper subject of reconsideration. "If *more complete or additional facts or information*, which may affect the original action taken on an application by a review authority are presented, the review authority may reconsider such action taken … ." (Banning Mun. Code § 17.68.140, emphasis added.)

As detailed in SLH's July 25, 2024, letter to the City's mayor and City Council, additional information has come to light about the public hearing on July 9, 2024, when the City Council continued consideration of the Project entitlements and associated resolutions (Agenda Item 7.1). More specifically, statements made and actions taken by Councilmembers Flynn and Happe demonstrate that they are biased against SLH and the Project and thus tainted the July 9th public hearing. A copy of SLH's July 25, 2024, letter is enclosed as Exhibit A.

For example, Councilmember Flynn, a former volunteer Pass Action Group Board Member, Vice President, and co-chair of PAG's Legal/Environmental Impact Committee, posted on social media *after* the July 9th public hearing that the City Council's majority vote for staff to prepare a resolution for denial of the Design Review component of the Project entitlements was a "***step in the right direction***." (Exhibit A, at p. 8, emphasis added.)

Further, before voting in favor of Resolution 2024-151 at the regular meeting on September 10th, Councilmember Flynn tried to walk back her biased conduct. She also baselessly claimed that the Project was inconsistent with the policies, goals, and objectives outlined in the City's General Plan and Amendment No. 5 to the Sun Lakes North Village Specific Plan. Yet her most recent public statements confirm her commitment to opposing the Project.

Days after Resolution 2024-151 was adopted, Councilmember Flynn posted on social media about the outcome of the September 10th regular meeting and invited her followers to comment. A copy of that social media thread is enclosed as Exhibit B.

One of Councilmember Flynn's followers responded with social media posts that praised her advocating against the Project: "[Y]ou got two other city council members to vote to stop the [Project]. Keep up the great work and your great spirit." (Exhibit B, at p. 6.) In response, Councilmember Flynn stated, "I appreciate you … You are a blessing." Councilmember Flynn is proud that her opposition to the Project influenced the Councilmembers at the July 9th public hearing and the adoption of Resolution 2024-151 that followed.

Conclusion

In sum, the newly discovered information about the bias of City Councilmembers Flynn and Happe against SLH and the Project renders the City Council's adoption of Resolution 2024-151 a nullity. We strongly urge the City Council to reconsider its adoption of Resolution 2024-151 based

on this additional information. The City can and should hold a new, fair, and unbiased public hearing on the Project without the participation of Councilmembers Flynn and Happe.

Please contact me if you wish to discuss this matter in further detail.

Very truly yours,



K. Erik Friess

KEF:sa

cc: Doug Schulze, City Manager
Caroline Patton, City Clerk
Serita Young, City Attorney
Sandra Calderon, Development Project Coordinator
Emery Papp, Senior Planner

EXHIBIT A

Allen Matkins

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Via Email/U.S. Mail

July 25, 2024

Honorable Mayor and City Councilmembers
City of Banning
Attn: Toni Calderon, City Clerk
99 E. Ramsey Street
Banning CA 92220

Re: Banning Point Project ("Project")

Honorable Mayor and City Councilmembers:

We represent Sun Lakes Highland, LLC ("SLH")[1], owner of the property comprising the Project. The above-referenced Banning Point Project involves the subdivision and development of an approximate 47.11 acre site located within the Sun Lakes Specific Plan area for a 619,959 sf industrial warehouse with 10,000 sf of associated office space and six commercial/retail buildings totaling approximately 34,000 sf. You are undoubtedly intimately familiar with the Project and its long and complex entitlement and litigation history.

As discussed in detail below, it is clear that two City Councilmembers, Flynn and Happe, are biased against SLH and the Project, and must recuse themselves from all future City Council hearings on the Project. Either one of their involvement in future City Council hearings will deprive SLH of its constitutional right to due process. Further, Councilmember Flynn misled the City, other City Councilmembers and SLH by lying about her involvement in a July 3, 2024 Pass Action Group ("PAG") meeting. At the July 9 City Council hearing, Councilmember Flynn asserted that while she had attended the July 3 PAG meeting, she was " an observer only". However, as discussed below, Councilmember Flynn clearly advocated her opposition to the Project at this PAG meeting, further tainting the City Council's decision and process on the Project.

If either Councilmember Flynn or Happe refuse to recuse themselves, the City will be exposed to liability and significant damages, in excess of $25 million, and in addition, SLH's legal fees, under Section 1983 of the Federal Civil Rights Act. Therefore, SLH hereby requests that both Councilmembers recuse themselves from all future hearings on the Project.

[1] MIG and LGE acted as consultants for SLH, and were the applicants on the various entitlement applications, but neither entity has an ownership interest in the Project property.

Also, as is clear from all of the documentation of the administrative record, the Project is in conformity with the General Plan, Specific Plan and Zoning Code, and the City cannot legally make the findings necessary to deny the Project's Design Review application. The fact that the City had to continue the public hearing on the Project, due to the paucity of substantial evidence, to try to gin up evidence and findings to support a denial of the Design Review application, provides further proof of the Project's consistency with all City rules and regulations. The Project will provide tremendous public benefits to the City, its residents and the region, SLH requests that the remaining City Councilmembers deny the PAG appeal of the Planning Commission approval of the Project, and approve the Project entitlements at the Project's next City Council hearing.

1. Summary

On July 9, 2024, concerning Agenda Item 7.1, the City Council voted 3-2 to direct staff to prepare resolutions and findings for consideration at a future City Council hearing regarding the granting of the appeal of PAG, regarding the denial of Design Review No. 21-7008 and the accompanying CEQA Addendum to the Sun Lakes Specific Plan EIR (Amendment No. 5) (collectively, "Denial"). Councilmembers Flynn, Minjares and Happe voted in favor of the Denial and Mayor Sanchez and Councilmember Wallace were opposed. The Council also voted 5-0 to direct staff to prepare findings and a resolution solely for approval of the Project's Tentative Parcel Map No. 38164. The final hearing on the Project entitlements and associated resolutions has not yet occurred but it is presently anticipated for August 27, 2024.

The purpose of this letter is to bring to your attention new information concerning statements made and actions taken by Councilmembers Flynn and Happe that demonstrate an "unacceptable probability" of their respective predisposition and bias against the Project such that they could not – and cannot – act as "reasonably impartial, non-involved reviewer[s]" of the Project. (*Nasha v. City of Los Angeles* (2004) 125 Cal.App.4th 470, 484.) The effect of Councilmember Flynn's biased participation in the July 9 hearing was to deprive SLH of its fundamental right to a fair hearing and, among other things, violate SLH's procedural and substantive due process rights under the Fourteenth Amendment to the U.S. Constitution and the federal Civil Rights Act set forth in 42 U.S.C. section 1983. The pre-hearing statements and actions of Councilmember Flynn and the post-hearing statements made by these two Councilmembers unquestionably establish the existence of a predisposition, commitment and bias against the Project that tainted the July 9 hearing and, if these Councilmembers are allowed to continue to participate, would further taint all future hearings on the Project. Finally, the facts identified by Councilmembers Flynn, Happe, and Minjares to justify the proposed resolution of Denial are woefully inadequate and fall far short of the thresholds necessary to support denial of the Project and to withstand future legal scrutiny.

As outlined more fully below, if allowed to stand, the City's actions in permitting Councilmember Flynn to participate in the July 9 hearing, and if Councilmembers Flynn and Happe do not recuse themselves and choose to consider and vote on the Project entitlements in any future

hearing, will expose the City to significant monetary and other liability, including damages in excess of $25,000,000 as well as the responsibility for all of SLH's attorneys' fees and costs incurred in connection with any resulting litigation. SLH demands that the City (i) vacate and set aside all action taken and direction given by the City Council to staff regarding the Denial, including the direction to have staff prepare a resolution for Denial of the Design Review component of the Project entitlements; and (ii) approve the Project after a City Council hearing, without the participation of Councilmembers Flynn and Happe. These steps are necessary to ensure that the City Council hearing on the Project entitlements is not tainted by bias caused by the improper participation of Councilmembers Flynn and Happe in the proceedings.

In the event that the City refuses this demand and declines to conduct a new, fair, and unbiased hearing on the Project consistent with California law, including Judge Hopp's March 13, 2024, order on PAG's bias and fair-hearing claims regarding the 2022 approval of the Project, as well as SLH's substantive and procedural due process rights under the state and federal constitutions, SLH will have no choice but to proceed with litigation against the City. Please be advised that SLH will assert all available claims, both legal and equitable, and take all actions necessary to protect, preserve, and vindicate SLH's ownership and development rights in the Banning Point property and the Project. SLH strongly urges the City to consider its next steps carefully.

2. California Law Require Local Governments to Hold Fair Hearings, Without the Participation of Biased Decisionmakers; Failure to Do So is a Constitutional Violation and Requires the Biased Decision Makers to Recuse Themselves

A. Trial Court Decision

As outlined in the trial court's March 15, 2024, decision,

> "'[Q]uasi-judicial' or 'administrative' hearings are subject to the fair process requirements of Code of Civil Procedure section 1094.5(b) and, when a vested property or liberty interest is implicated, to the due process requirements of both the federal and state constitutions." (The California Municipal Law Handbook (Cal. CEB 2023) § 2.56 citing *Today's Fresh Start, Inc. v Los Angeles County Office of Education* (2013) 57 Cal.4th 197, 212.) "The decision-maker must be fair and impartial." (*Id*. citing, *Woody's Group, Inc. v. City of Newport Beach* (2015) 233 Cal.App.4th 1012, 1027 [invalidated city council decision on appeal of land use application when council member appealing planning commission decision showed bias and violated local procedures]; *Golden Day Schools v. Dept. of Education* (2000) 83 Cal.App.4th 695, 709 ["initial decision-maker may not sit

> on review board"].) "Fair process and due process require both actual fairness and the appearance of fairness." (*Id.*, citing *Nightlife Partners, Ltd. v. City of Beverly Hills* (2003) 108 Cal.App.4th 81, 94 ["due process violation when lawyer, advocate for defendant city, later acted as advisor to the judge of administrative appeal").

The City is undoubtedly familiar with these principles and laws given the trial court's recent determination that former Councilmember Hamlin (even though she voted against the Project) was improperly biased in favor of the Project at the time of its approval in 2022. The fact that the City Council, at its July 9 hearing, would repeat a similar mistake, and allow the biased participation of Councilmember Flynn, whose conduct was and is far more egregious than the conduct of Councilmember Hamlin, is incredible and defies both reason and logic.

B. Pre-hearing Comments Can Constitute Evidence of Bias

Numerous reported decisions have reinforced the long-standing rule that decisionmakers must be unbiased, and that evidence of bias need not only be found based upon a decisionmaker's conduct at the hearing itself.

As discussed in *Nightlife Partners*: "**Comments made by an agency member before hearing may constitute evidence of an unacceptable probability of actual bias such that the member could not act as a 'reasonably impartial, non-involved reviewer**.'" (*Id.*, citing *Nasha v. City of Los Angeles* (2004) 125 Cal.App.4th 470, 484 [emphasis added] [unacceptable probability of bias shown where a decisionmaker "advocate[s] a position" for or against a project].) Further, "[a] personal interest or involvement in the outcome of a matter, or with any participant, that is unrelated to the merits requires disqualification." (The California Municipal Law Handbook (Cal. CEB 2023) § 2.167; see *Mennig v. City Council* (1978) 86 Cal.App.3d 341, 351.) While decisionmakers can hold strong feelings about issues or specific projects, "**[t]he decisionmaker's actions, however, must not 'cross the line into advocacy' for or against a project.**" (*Id.* [emphasis added], citing *Petrovich Development Co., LLC v. City of Sacramento* (2020) 48 Cal.App.5th 963, 974.) Also, there is no requirement of demonstrating actual bias**; "it is sufficient to invalidate a decision if 'an unacceptable probability of actual bias' by the municipal decision-maker is established.**" (*Id.*, citing *Woody's Group, supra*, 233 Cal.App.4th at p. 1022 [emphasis added].) As will be discussed below, Councilmember Flynn's actions clearly and unequivocally demonstrate bias.

C. Participation by a Biased Decisionmaker Invalidates the Decision

Even though three City Councilmember votes would be needed to approve the Denial, meaning that Councilmember Flynn and Happe themselves could not, and cannot, approve the Denial, any decision of the City Council including their participation would be tainted, resulting in invalidation of any action the City Council would take if they participate. "[T]he prehearing bias of one [decision-maker is] enough, by itself, to invalidate [that agency's] decision." (*Woody's Group,*

supra, 233 Cal.App.4th at p. 1016.) Where a decision-maker demonstrates an unacceptable probability of bias, the court **must** set aside the agency's decision even if the ultimate outcome would have been the same without the biased decision-maker's participation. (See, e.g., *Nasha, supra*, 125 Cal.App.4th at pp. 478, 484 [invalidating 3-1 planning commission decision denying project approval where only one commissioner was biased); *Woody's Group*, *supra*, 233 Cal.App.4th at pp. 1019, 1031-32 [invalidating 4-1 decision denying project approval where only one city council member was biased]; *Petrovich, supra*, 48 Cal.App.5th at pp. 971, 976 [invalidating 7-2 decision denying project approval where only one city council member was biased].)

Thus, due to the bias of both Councilmembers Flynn and Happe, any decision of the City Council, if they participate in the decision, would be invalid, and as discussed below, would expose the City to liability under the Federal Civil Rights Act.

D. Participation of Biased Decisionmakers Violates an Applicant's Constitutional Right to Procedural Due Process, Resulting in Liability Under the Federal Civil Rights Act

The Fourteenth Amendment to the U.S. Constitution provides that "[n]o State shall ... deprive any person of life, liberty, or property, without due process of law...." SLH's ownership of the project property constitutes a protected property interest within the context of the Fifth Amendment of the U.S. Constitution and Article 1, sections 7 and 19 of the California Constitution, and compensation must be made for its taking or damaging by a public entity. (*Bd. of Regents of State Colleges v. Roth* (1972) 408 U.S. 564, 571-72.) Thus, SLH's rights in the property may not be infringed upon without constitutional rights of due process.

Although a decision-maker does not have to be completely indifferent to the general subject matter of the issue or project presented in order to be impartial (*Andrews v. Agricultural Labor Relations Bd*. (1981) 28 Cal.3d 781, 790, 171), "'[a]"fair trial in a fair tribunal is a basic requirement of due process...'" (*Bullock v. City and County of San Francisco* (1990) 221 Cal.App.3d 1072, 1091 [abrogated on unrelated grounds in *Griset v. Fair Pol. Pracs. Comm'n* (2001) 25 Cal.4th 688, 698]; Nasha, supra, 125 Cal.App.4th at pp. 482-483.) A biased decisionmaker is constitutionally unacceptable. (*Bullock, supra*.) "The right to a fair procedure includes the right to impartial adjudicators." (*Rosenblit v. Superior Court* (1991) 231 Cal.App.3d 1434, 1448.)

42 U.S.C. section 1983 is a statutory mechanism that allows for the recovery of damages by private citizens whose constitutionally protected civil rights and property interests are violated and/or unlawfully infringed upon by the government. If either Councilmember Flynn or Happe participate in future City Council hearings on the Project, the City, acting under the color of state law, will violate SLH's civil rights under the United States and California Constitutions, and 42

U.S.C. section 1983 by depriving SLH of its fundamental due-process right to a fair hearing before an unbiased decisionmaker. (*Galland v. City of Clovis* (2001) 24 Cal.4th 1003, 1031, 1034 ["[t]he Due Process Clause is intended to prevent government officials from abusing [their] power or employing it as an instrument of oppression"].)

As a result of the City's actions in allowing Councilmember Flynn to participate in the July 9 hearing despite the clear and unequivocal evidence of her pre-hearing bias and commitment to oppose the Project, and if Councilmembers Flynn or Happe participate in any future hearings on the Project, SLH has suffered and will continue to suffer significant monetary damages that, at present, are in excess of $25,000,000. Moreover, in the event that litigation becomes necessary, please be advised that SLH is and will be entitled to recover all of its reasonable attorneys' fees and costs incurred in connection with the claim for violation of its procedural and substantive due process rights. (See 42 U.S.C. section 1988.) SLH will exercise all available rights and pursue all available legal and equitable remedies in order to protect, preserve, and defend its rights guaranteed under the U.S. and California constitutions.

3. Councilmember Flynn's Pre-and Post-Hearing Actions Demonstrate Bias, Requiring Invalidation of the July 9 Denial, and Requiring Her to Recuse Herself From All Future Hearings on the Project

Councilmember Flynn, who is a resident of the neighboring Sun Lakes community and, as she has admitted, is a former longtime former volunteer PAG Board Member, Vice President, and co-chair of PAG's Legal/Environmental Impact Committee. As is clear, and as discussed below, she has consistently and vehemently opposed the Project, both before she was elected as a Councilmember and after she was elected.

A. Activities Before Elected to City Council

Councilmember Flynn vigorously opposed the original 2022 approval of the Project and appeared at numerous Planning Commission and other public hearings to register her opposition. In fact, Councilmember Flynn expressly campaigned for the City Council on the basis of not approving any new industrial facilities in the City and touted her involvement in the efforts to recall former Councilmember Hamlin, whom the trial court found to be biased in favor of the Project (despite her "no" vote). Councilmember Flynn signed the verification for the lawsuit filed by PAG against the City and SLH after the original 2022 approval of the Project entitlements, and has continued to act on behalf and in furtherance of PAG's efforts to undermine and oppose the Project since taking her seat on the City Council.

Councilmember Flynn was an active member of the PAG committee which was involved in the litigation. On January 24, 2022, PAG's lawyers submitted a 428-page letter to the City, appealing the City Planning Commission's approval of the Project. Ms. Flynn was cc'd on this letter. In March 2022, the City, PAG and SLH entered into a tolling agreement, tolling the statute

of limitations for PAG to file a lawsuit against the City and SLH. Ms. Flynn **signed this tolling agreement on behalf of PAG, listing her title as "Pass Action Board Member".** [2] Clearly, Councilmember Flynn was not acting as an unbiased mediator, but as one of the leaders of PAG.

B. Activities After Elected to City Council

Councilmember Flynn provided extensive pre-hearing statements at a July 3 PAG meeting which occurred before the July 9 City Council hearing, explaining how PAG members could oppose the Project. [3] She urged the PAG members to attend the July 9 meeting, she cajoled them to send letters to the City Council and she instructed the PAG members how to ensure that their comments were included as part of the record of proceedings.

For example, Flynn stated:

"I just wanted to comment on when you go to speak, uh, in January the City Council went to action minutes only, so if you go to speak and you do not send it in by email or by mail, whatever you want to send in, it will not be placed in the minutes and it will not be recorded. So you must also speak but also turn whatever you speak into a city clerk by 5 pm preferably the day before but you can get it in as late as 5 pm the day of and I just want to make sure everyone knows that because you'll go up there and speak and there will be no record of it other than a video that you would have to watch. No verbatim. Verbatim is no longer being used. It is action minutes it only records in the minutes what action was finally taken. The votes and what action was finally taken. The votes and what anyone says or even whether you're for or against something is not even recorded. **So be sure to send in your comments ahead of time** [emphasis added].

So, on the 9th, you should send in to make sure it gets to the City Clerk by the 8th but she should still accept them by 5 pm on the 9th. To the City Clerk. You must mail it to the City Clerk which is Caroline Patton. So its cpatton@banningca.gov.

Not only do I have an obligation to let people know where I stand, I have a duty to let people know where I stand. And so I am not going to recuse myself. [Emphasis added.] [Applause] **And I think I have a lot of valuable information to give, and that is why I'm not recusing myself. And I do not have to recuse myself**." [Emphasis added.]

During the July 9 hearing, Councilmember Flynn read from a pre-prepared list of questions and statements that, not coincidentally, were identical to and consistent with the claims and allegations raised by PAG in the underlying litigation. Councilmember Flynn went so far as to

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[2] Because both of these documents are City documents, they are not attached to this letter. SLH can provide copies of these documents to the City if so requested.

[3] This meeting was videotaped, and can be accessed here: https://www.youtube.com/watch?v=HExxFKyfSNE. The following discussion of Councilmember Flynn's actions at this meeting is based upon this video.

question SLH's representative, Josh Zemon, about a "rumor" that SLH had contributed $4,000,000 into a City "housing authority fund" in 2019 (years in advance of approval of the Project entitlements) that was the alleged basis for former Councilmember Hamlin's statements that the Project would generate an approximate equivalent amount of revenue for the City. The clear intent of this line of questioning – based upon admittedly nothing more than mere "rumor" and speculation – was to imply that SLH was improperly (and indirectly) attempting to "buy" councilmember votes for the project in advance of the 2022 hearing through the alleged housing-fund contributions. Although he had no responsibility or obligation to respond to such an unsupported inflammatory question, Mr. Zemon stated unequivocally that no such payment or donation had ever been made either by or on behalf of SLH. However, the damage caused by Councilmember Flynn's question and the associated implication was already done.

Finally, in a social media post following the hearing on July 9 *but before the pending final vote on the project entitlements*, Councilmember Flynn hailed the actions taken by the City Council as a "***step in the right direction***." (Emphasis added.) The outcome of her final vote on the Project is undoubtedly certain; evidence of her bias could not be clearer.

C. Councilmember Flynn Must Recuse Herself Due to the Overwhelming Evidence of Her Bias

SLH and its team were not aware of Councilmember Flynn's attendance at the July 3 PAG Board meeting or the biased statements that she made to the group indicating her clear predisposition and opposition to the Project. Nor was SLH aware of Councilmember Flynn's active efforts to solicit and encourage public opposition to the reapproval of the Project and to line up City Council votes in advance of the July 9 hearing on the Project. At the July 9 City Council hearing, Councilmember Flynn stated simply that she attended a PAG Board meeting simply "as an observer", but the irrefutable, publicly available video evidence makes clear that this statement was a lie. Such a bad faith disclosure is sufficient evidence of Councilmember Flynn's bias.

The statements made and actions taken by Councilmember Flynn at the July 3 PAG meeting prior to the July 9 initial hearing on the Project unquestionably show the existence of an unacceptable probability of bias. This "prehearing bias" is "enough by itself to invalidate" the City Council's action and direction at the July 9 hearing. (*Woody's Group*, *supra*, 233 Cal.App.4th at p. 1016.) In *Woody's Group*, the court disregarded a biased councilmember's "self-serving comment at the hearing" that he had no bias and concluded that he "should not have been part of the body hearing the appeal" at all. (233 Cal.App.4th at p. 1023.)

Here, Councilmember Flynn's comments at the hearing that her attendance at the July 3, PAG Board meeting was "as an observer only" are contradicted by the video itself and cannot cure her prehearing bias. Like the councilmember's statement in *Woody's Group*, whatever

Councilmember Flynn said or did at the City Council hearing cannot dispel the pre-hearing bias that legally prohibited her from appearing at the hearing in the first instance.

In *Petrovich Development Co., LLC v. City of Sacramento* (2020) 48 Cal.App.5th 963, the court found that a councilmember demonstrated a "prehearing commitment to" vote against a project where the councilmember was "counting – if not securing –votes" against it and stated he was "confident he had a majority" to deny the project. (*Petrovich, supra*, 48 Cal.App.5th at pp. 974-75.)

In *Nasha, supra,* the court found that a planning commissioner was biased due to his writing a newsletter, which attacked a project, before the planning commission held a hearing on the project. The court held that the mere preparation of this newsletter constituted bias, requiring the planning commissioner's recusal. *Nasha, supra,* 125 Cal.App.4th at p. 484.

Similar to the biased decisionmakers in *Petrovich* and *Nasha*, Councilmember Flynn engaged in a myriad of activities to thwart approval of the Project. She repeatedly publicly opposed the Project, engaged in behind-the-scenes advocacy and provided technical support to PAG members. She exhorted PAG members that "community pressure and peer group pressure… could change [the other Councilmembers'] minds…". clearly demonstrated her "prehearing commitment" to do everything possible to ensure the project's denial.

To that end, Councilmember Flynn's actions during the July 3 PAG Board meeting closely resembles the "coaching" of the project appellant by the biased councilmember in *Petrovich*. There, the councilmember texted the project appellant asking him "to put a few heads together to talk thru" the project; elements of the councilmember's "Talking points" related to the project also ended up in the appellant's presentation before the Council. (*Petrovich, supra*, 48 Cal.App.5th at pp. 974-76.) The appellate court endorsed the trial court's characterization of this evidence as showing the councilmember was "coaching [the project appellant] on how to prosecute the appeal." (*Id.* at p. 975.)

Here, as quoted above, Councilmember Flynn's pre-hearing statements at the July 3 PAG meeting advising, directing, and urging PAG members how to attend the July 9 meeting, send letters to the City Council (*except for Councilmember Flynn*), and ensure that their comments are included as part of the record of proceedings demonstrate that Councilmember Flynn was "coaching" the PAG Board and community members on how to oppose the project to the City Council.

Further, Councilmember Flynn's comments at the July 9 City Council hearing were clearly pre-prepared and corresponded directly with the unsuccessful claims and arguments asserted by PAG in the underlying litigation. The statements made by Councilmember Flynn and the PAG members show that they considered themselves a singular, cohesive team whose mission was to generate opposition to the Project. In fact, the PAG members expressly stated that Councilmember

Flynn was "***on our team***" in advising that no letters opposing the project need to be sent to her attention prior to the July 9 meeting – a statement that Flynn did not (and does not) contradict.

Further, to be clear, Councilmember Flynn attended the PAG meeting – **not** the Sun Lakes Community Master Association regular meeting or some other uninvolved community group. PAG is the Petitioner in the lawsuit against the City and SLH regarding the Project and is actively and vehemently opposed to the Project. The PAG website confirms that the group was formed for one singular purpose – to oppose the Project – and thus Councilmember Flynn's incitement and encouragement and advice to the members about how to ensure that their comments and concerns are timely and included in the record was clearly intended to generate as much opposition to the Project as possible.

> "The Pass Action Group was formed in late 2022 in ***opposition to a proposed warehouse being developed on Sun Lakes Blvd. in Banning, CA***…. We have banded together to oppose the construction ***this warehouse*** that will bring an unacceptable number of daily truck traffic, noise and all related pollution. Senior citizens are sensitive receptors to this pollution and the Pass Action Group is determined to protect all citizens from the inherent pitfalls of ***this project***."[4]

The PAG Mission Statement is even clearer:

> **"The fundamental mission and purpose of the Pass Action Group (PAG) is to prevent the development of the Banning Point Warehouse**. This mission will use all means necessary to preserve the quality of life and property values of those living in the general vicinity of the Banning Point project, especially the protected class of citizens currently living immediately adjacent to the planned project. This will be accomplished by the development and implementation of a multifaceted strategic plan constructed to ensure all reasonable and available public, political, and legal means necessary are undertaken."

In sum, like the councilmember in *Petrovich*, Councilmember Flynn "took affirmative steps to assist [opponents] of the [project]," acting as an "advocate, not a neutral and impartial decision maker, and should have recused [herself] from voting" at the hearing on July 9. (*Petrovich, supra*, 48 Cal.App.5th at p. 976.) Not only did she refuse to recuse herself **she was defiant** in her comments to the PAG members as to her unwillingness to do so. Councilmember Flynn's failure to recuse herself and her continued participation in the July 9 hearing on the Project, despite her clear and unequivocal pre-hearing bias against the Project, requires the City Council's actions to be set

[4] See https://passactiongroup.org/history-1.

aside. Given her obvious bias, Councilmember Flynn must recuse herself from all future City Council hearings on the Project.

4. Councilmember Happe's Public Statements Following the July 9 Hearing Clearly Indicate an Unacceptable Probability of Actual Bias Requiring His Recusal from all Future Hearings on the Project

Following the July 9 hearing, Councilmember Happe issued a lengthy statement on social media to his supporters in which he attempted to justify his prior vote to approve the Project in 2022 and subsequent vote directing staff to prepare resolutions for denial. Although the final vote on the Project entitlements remains pending and no final determination has been made or final vote been taken, Councilmember Happe made a number of misrepresentations and statements indicating his opposition to and feelings towards the Project. For example, Councilmember Happe's message included:

> "As I stated earlier, **the project has already had a negative impact on the neighborhood before it was even built, before even one truck rolled through the neighborhood, before one truck was unloaded**… [and] The harm is more tangible to people than mitigation efforts that will fall far short… While I believe the developers are sincere in wanting to create a valuable and quality project for the community, I cannot ignore the fact that the location of this project is landlocked by a retirement community an assisted living facility and a shopping center that they use on a daily basis by the local community. This conflict of land use goes against good sense and the vision for a livable city—a Blue Zone city, a most desirable city, a clean city. Unfortunately, there was no remedy for the council on the specifics of the plan without it being sent back to the drawing board… **I hope you can understand that given the second chance I could not support a project that is not in the best long term interest of our city**." (Emphasis added.)

As above, Councilmember Happe's statements demonstrate an unacceptable probability of "prehearing bias" that is "enough by itself to invalidate" the City Council's action and direction at the July 9 hearing. (*Woody's Group*, *supra*, 233 Cal.App.4th at p. 1016.)

5. The Facts Identified by the City Council During the July 9 Hearing to Support the Proposed Resolution of Denial of the Project Are Inadequate and Cannot Justify Denial of the Project

In addition to the foregoing, the factual bases articulated by Councilmembers Flynn, Happe, and Minjares in support of their request that City Staff prepare a resolution of denial of the Design Review component of the Project entitlements are patently insufficient and inadequate to support or

justify the denial action that is proposed to be taken. Despite nearly five hours of public presentations and testimony, Councilmembers Flynn, Happe, and Minjares struggled mightily to identify and provide facts to support the proposed denial of the Project, and, at one point, Councilmember Flynn exclaimed to the City Attorney that she could not reasonably be expected to identify the grounds for denial "on the spot" at the July 9 hearing. One of the reasons these Councilmembers likely struggled to marshal facts to support the Denial is that the Project is consistent with the General Plan, the Specific Plan and Zoning Code, and there has been no substantial evidence proffered which concludes otherwise.

Ultimately, Councilmembers Flynn, Happe, and Minjares directed staff to prepare a resolution of denial based upon the following "facts":

- The Project is inconsistent with the City's General Plan[5] because: (i) "the circulation element of their design sucks…"; (ii) "the project will not provide a nonpolluting industrial use and will not provide jobs for city residents" (literally the conclusory inverse of language included in July 9 proposed Resolution No. 2024-114, § 4(A)(2)); and (iii) the Project "does not protect residential neighborhoods from potentially significant sources of community noise";

- The Project will unreasonably interfere with the use and enjoyment of neighboring existing or future development and will not result in vehicular or pedestrian hazards[6] because "there are no protections for pedestrians or golf carts using Sun Lakes Boulevard and connecting it to the Project or the project to Sun Lakes"; and,

- The Project is incompatible with the character of the surrounding neighborhood[7] because: (i) "its proximity to sun lakes, its only 800 ft from residential"; (ii) the project site is "landlocked by residential"; and (iii) "the easterly parcel will not be provided with substantial screening and buffering of the residential and assisted living uses to the east of the building."

Where an administrative agency is required to make findings to support a quasi-judicial decision, the findings must "bridge the analytic gap between the raw evidence and ultimate decision." (*Topanga Assn. for a Scenic Community v. County of Los Angeles* (1974) 11 Cal.3d 506, 515; see also *Healing v. California Coastal Com.* (1994) 22 Cal.App.4th 1158, 1167.) The findings must be "sufficient both to enable the parties to determine whether and on what basis they should seek review and, in the event of review, to apprise a reviewing court of the basis for the [Council's] action." (*Id.*, at p. 514.) The facts identified by Councilmembers Flynn, Happe and Minjares fall far short of accomplishing this goal.

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5 See Mun. Code, § 17.56.050(A).
6 See Mun. Code, § 17.56.050(C).
7 See Mun. Code, § 17.56.050(D).

For example, with respect to the General Plan consistency findings, the City Council provided unfounded opinion –**not facts** – to support its determination, and whether a circulation plan "sucks" is not sufficient grounds for Project denial. Councilmember Minjares expressly stated at the City Council hearing that there were no facts to support inconsistency with the General Plan or Specific Plan or that would justify denial of the Project's tentative parcel map. The findings necessary to approve the Design Review are virtually identical to those required for approval of the tentative parcel map. Furthermore, with respect to unreasonable interference with the use and enjoyment of surrounding properties, Councilmembers Flynn, Happe, and Minjares completely disregarded and ignored the crosswalks, traffic light, and other improvements that the Project would be conditioned to construct as well as the internal golf cart pathway voluntarily proposed by SLH to connect the Sun Lakes community to the Sun Lakes Village commercial shopping center to the west of the Project site. SLH revised its circulation plan before the Project was originally approved at the request of PAG. Nonetheless, the Project's addendum extensively analyzed the Project's circulation impacts. Finally, the Project site is not landlocked by residential (e.g., the Sun Lakes Village commercial shopping center is a neighbor of the Project site), but the industrial component of the Project has been pushed back against the Interstate 10 freeway far away from the residential uses to the south and east and extensively buffered with landscaping and other screening measures to reduce impacts to adjacent uses.

Finally, to the extent that the City takes the position that the "general discussion" by Councilmembers Flynn, Happe, and Minjares of the Project's perceived impacts to the quality of life of the surrounding neighborhood and their disagreement with the ***existing, City-approved zoning for the site that expressly contemplates and allows for the exact uses proposed by the project***, that is not sufficient to justify the denial of Design Review. (See *Pacifica Corp. v. City of Camarillo* (1983) 149 Cal.App.3d 168, 179 ["Council debate … is not the equivalent of Topanga findings."].) Thus, "the evidence [does not] support the [proposed] findings" (*Healing*, *supra*, 22 Cal.App.4th at 1167), and the City Council failed to provide adequate facts to "bridge the analytic gap between the raw evidence and ultimate decision." (*Topanga, supra*, 11 Cal.3d at p. 515). **The bottom line is that City Staff, including the City Attorney, concluded that the Project recommended approval of the Project, and the City Council's attempt to now disregard the detailed and comprehensive analysis undertaken by City Staff is unsupportable.**

Conclusion

In sum, the City's actions in permitting Councilmember Flynn to participate in the hearing and to consider and vote on the Project entitlements effectively deprived SLH of its fundamental right to a fair hearing and, among other things, violated SLH's procedural- and substantive-due-process rights under the Fourteenth Amendment to the U.S. Constitution and the federal Civil Rights Act set forth in 42 U.S.C. section 1983. The pre-hearing statements and actions by Councilmember Flynn and the post-hearing statements made by both Councilmembers unquestionably establish the existence of their predisposition and bias against the Project, the effect

of which was to fatally taint the July 9 hearing and, if these Councilmembers are not forced to recuse themselves, would further taint all future hearings on the Project.

In addition, and notwithstanding the foregoing, the facts identified by the City Council to justify the proposed resolution of denial are woefully inadequate and fall far short of the threshold necessary to support denial of the project and withstand legal scrutiny. Councilmembers Flynn, Happe, and Minjares provided mere unfounded opinions – not facts or evidence – to support their opposition to the Project and ignored the multitude of Project-design features and improvements that refused and contradicted their unsupported opinions and beliefs that the Project would be inconsistent with and adversely impact the surrounding community.

For the reasons outlined above, if the actions taken at the July 9 hearing are allowed to stand, the City will be exposed to significant monetary and other liability, including damages in excess of $25,000,000 as well as the responsibility for all of SLH's attorneys' fees and costs incurred in connection with any resulting litigation. SLH demands that the City (i) vacate and set aside all action taken and direction given by the City Council to staff at the July 9 hearing regarding Agenda Item 7.1, including the direction to have staff prepare a resolution for denial of the Design Review component of the Project entitlements; and (ii) reschedule the Project for a new hearing at which the City Council will reconsider the Project entitlements without the participation of Councilmembers Flynn and Happe. These steps are critical to ensuring that the City Council's consideration of the Project entitlements is fair and not "tainted" by bias attributable to the improper participation of Councilmembers Flynn and Happe.

In the event that the City refuses this demand and declines to conduct a new, fair, and unbiased hearing on the project consistent with California law, including Judge Hopp's March 15, 2024, ruling as well as SLH's substantive-and procedural-due-process rights under the U.S. and California Constitutions, SLH will not hesitate to proceed with litigation against the City and take all actions necessary to protect, preserve, and vindicate SLH's ownership and development rights in the Banning Point property. It remains our sincere hope that such litigation and further adversarial proceedings will not be necessary.

Please contact me if you wish to discuss this matter in further detail.

Very truly yours,



K. Erik Friess

KEF

cc: Doug Schulze, City Manager
Serita Young, City Attorney
Emery Papp, Senior Planner

EXHIBIT B

Post 1 - 9/13



Sheri Flynn
Admin Top contributor · September 13 at 8:31 AM ·

Unfortunately, the issue of Banning Point is probably going to continue if the developers make good on their threat to bring a new lawsuit. And the appeal of the judges ruling by PAG is still in play.
That being said, every time I see a pink sign on someone's front yard I think - why? It feels almost like an insult because I believe that I have worked very hard this last year and a half to truly represent the citizens best interests and to bring transparency to a city that often operates under opaqueness.

So you have to ask why the false accusations and rumors that seem to abound and the constant attempts to undermine my efforts and reputation?

But then you must look at who supports my opponent and I believe part if the answer lies there. It's very concerning that the people supporting Debbie are the same people that tried to destroy Sun Lakes with a warehouse and the traffic, noise, pollution, and safety risks associated with it that are just not compatible with the surrounding senior neighborhood. Many have distain for those who reside in my district:

These are some of the people who are supporting my opponent:
Doug and Lisa Schulze
Mayor Alberto Sanchez
Colleen Wallace
Jeff Platt
Coula Ringgold
Kathy Martin
Keturah Chavez
Kimberly Ibarra and
Frank Diaz, among others.

In fact, Doug Schulze asked Debbie to run against me back in June of 2023.
Besides being an ethics violation, that in itself should be enough of a warning to all that she should not be voted onto City Council.

Unless of course you have some vested interest in keeping the status quo.

Thoughts??



Sheri's Post

Charlie Friese Top contributor
09-14-24
SHERI - Try To NOT Let These " connected" people get under your skin.

Why don't file an ethics violation against Doug Schulze ? ? ?

Oh, and by the way, Thanks for sharing the "link" to the City Council Meeting. You Were Soooooo Well Prepared ! ! !

1w Like Reply 11

Cindy Medley Top contributor
Sheri Flynn it is unfortunate that more people don't see this same concern. 🤞 on your win in November.

1w Like Reply 10

Debbie Mitchell-Mallard
Sheri..if it wasn't you it'd be someone else they'd be doing this to. These kind of people don't think like we do. I think the agenda they have is to make money. It's defiantly not for the family of 4 with children. The kid's do drugs cause they have nothing else to do..This city could be nice if people that are in charge would make the right decisions..they'd love for you and all of us just to give up..not happening

1w Like Reply 9

Carol Diamond
I havent read any flyers from your opponent , but it could not even shake a finger at yours! you have a lot of knowledge and experience there and i could not even think of voting for less!

1w Like Reply 7

Nancy Lowry Powers
You are totally the best candidate ever!

1w Like Reply 5

Will Baker
Sheri for Mayor 🇺🇸😉

6d Like Reply 4

Sheri's Post

Inge Schuler
This tactic is an accelerated attempt of the attacks levelled against our former city council member Don Peterson. The cabal even went so far as having the DA investigate unfounded accusations. A GJ report was generated. All on record. The newly constituted attack group contains some new players and some noisy squeak attacks, but the goal posts are still the same. The vocabulary has deteriorated into middle school yard dimension. Grab the Thesaurus and give them some synonyms.

1w Like Reply

Cathy Pierro
Wow! Those texts tell a lot about the person Debbie Robbins is. Thanks for posting. 😮

1w Like Reply

Patsy Duvall
They want you out of the way Sheri, so they can do their dirty work without interference from you. It's politics just like what's going on in DC. I wish we could clone you!

6d Like Reply

Sheri Flynn Author Admin +1



1w Like Reply 2

Jan Wilhelmson
Putty in their hands???

1w Like Reply

Post 2 – 9/13


Sheri Flynn
Admin
Top contributor
· September 13 at 9:34 AM ·
I'm curious as to why the new Record Gazette
did not have a story on the decision on Banning Point

Sheri's Post

Andrea Bayer Arthurholtz
Because a written article would HAVE to mention the work that was done by Sheri (in conjunction with other individuals and organizations) and God, forbid, the powers that are currently in place, could NEVER admit that Sheri has done any good.
1w Like Reply 6

Bill Hobbs Top contributor
Agree, I plan on contacting them, may have been too late. Hopefully next week.
1w Like Reply 4

Pamela Starr-Phillips
We were wondering too!
1w Like Reply 2

Robert Goodrich
Since the previous editor left a new format has been adopted and some previous sections are also missing. Mostly just advertisements now.
1w Like Reply

Mike Volz
Robert Goodrich adds make the world go around in the newspaper business. I was shocked when I picked up the paper & there was no story. WTH? They have no reporter for Counsel Meeting? That's crazy!
Every paper in the towns I have lived go downhill with new ownership.
Let's hope I'm wrong on this one.
1w Like Reply 2

Reply to Robert Goodrich

Joanne Gist Hemingway
Hi Sheri
I have written several comments in the comment section stating how qualified you are. I state the issue this election should be about experience and accomplishments. I further explained how you got two other city council members to vote to stop the Banning Pointe project. I also explained how it could've passed to keep it Industrial zoning by just one more vote by another Council Member.
I don't use profanities or rudeness. Yet, it seems my comments are being blocked. I can say, I'm giving reasons for not voting for the opposing candidate. I am encouraging other districts voters in Banning to make sure they vote for someone like you who's honest, knowledgeable, and cares about the City of Banning as well as their District.

Sheri's Post

Hi Sheri
I have written several comments in the comment section stating how qualified you are. I state the issue this election should be about experience and accomplishments. I further explained how you got two other city council members to vote to stop the Banning Pointe project. I also explained how it could've passed to keep it Industrial zoning by just one more vote by another Council Member.
I don't use profanities or rudeness. Yet, it seems my comments are being blocked. I can say, I'm giving reasons for not voting for the opposing candidate. I am encouraging other districts voters in Banning to make sure they vote for someone like you who's honest, knowledgeable, and cares about the City of Banning as well as their District. Anyone reading this please get informed and vote for Sheri Flynn ! I encourage everyone to read all comment sections of any post, because you can learn different perspectives and information.

1w **Like** Reply Edited 3

Sheri Flynn Author Admin +1
Joanne Gist Hemingway What comment section are you being blocked on?

1w **Like** Reply

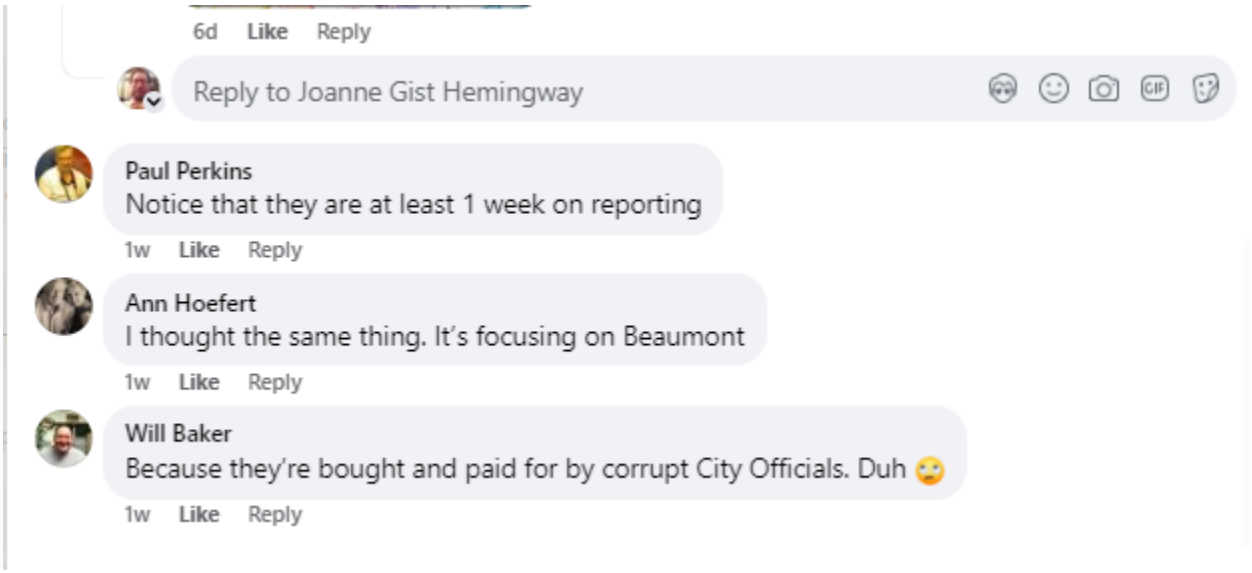
Joanne Gist Hemingway
Sheri Flynn I think it is Neighborhood. I also wrote a comment regarding Frank Diaz endorsing Debbie Robbins. There was a bit of a discourse and never saw that comment I wrote published.
Anyway, happy to see everybody I run into is voting for you and they see through the BS.
Keep up the great work and your great spirit. Your flyer is amazing! 🙏❤️😁!

6d **Like** Reply

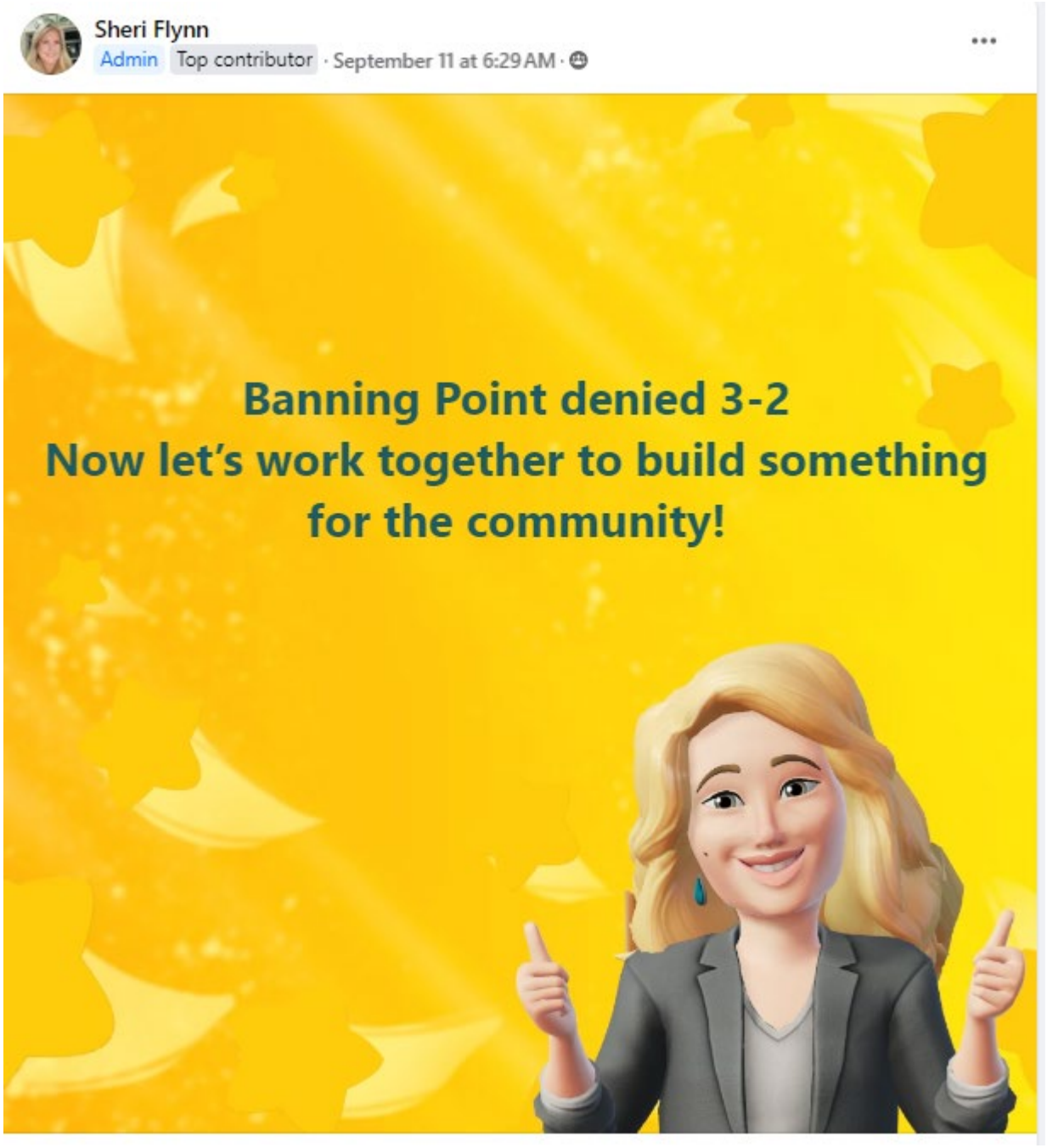
Sheri Flynn Author Admin +1



6d **Like** Reply


6d Like Reply
Reply to Joanne Gist Hemingway
Paul Perkins
Notice that they are at least 1 week on reporting
1w Like Reply
Ann Hoefert
I thought the same thing. It's focusing on Beaumont
1w Like Reply
Will Baker
Because they're bought and paid for by corrupt City Officials. Duh
1w Like Reply

Post 3 – 9/11


Sheri Flynn
Admin
Top contributor
· September 11 at 6:29 AM ·
Banning Point denied 3-2
Now let's work together to build something for the community!

Sheri's Post

Lois Jordan Top contributor
Thank you for all your hard work that paid off. Also, Randy Robbins and the PAG group! I knew Happe would make the right decision. The 2 of you worked well together last night.
1w Like Reply Edited 11

Sheri Flynn Author Admin +1
The sad thing is that the project from the beginning violated the General and Specific Plan and should never had been approved to begin with.
1w Like Reply 10

Kathleen Dale
Sheri Flynn You are absolutely correct! It is mind boggling to this retired planner that City staff recommended approval of this project to begin with, but even more so after Council had given them direction to come back with a denial resolution. While it should not be a problem to trust developers and staff to ensure that the next proposal respects the existing community and adopted City plans, I am afraid the only way to make certain of that is a specific plan amendment that creates reasonable restrictions on truck activity at this location.
1w Like Reply Edited 7

Tami Alexander
Sheri Flynn Thank you, for pointing this out to the City Atty (I believe this is what got the CC to vote on it again ?) and for all the hard work you have done, working tirelessly to make our community better.
1w Like Reply 5

Debbie Mitchell-Mallard
Sheri Flynn proud to know you my friend! You were just amazing last night...I was so happy
1w Like Reply

Debbie Mitchell-Mallard
I hope it was more Sanchez than Wallace..during the break he told her she needed to go to the bathroom before they went back in. I thought that was strange
1w Like Reply Edited

Sheri Flynn Author Admin +1
Debbie Mitchell-Mallard What part of the meeting was that?
1w Like Reply

Sheri's Post

Sheri Flynn Author Admin +1
Debbie Mitchell-Mallard What part of the meeting was that?
1w Like Reply

Debbie Mitchell-Mallard
Sheri Flynn half way break..before the vote..she was trying to eat her dinner...I thought that was pretty controlling..unless he was trying to get her away from me
1w Like Reply Edited

Sheri Flynn Author Admin +1
Debbie Mitchell-Mallard She does what she is told.
1w Like Reply

Debbie Mitchell-Mallard
Sheri Flynn Yes..I saw that..very sad
1w Like Reply

Reply to Sheri Flynn

Sheri Flynn Author Admin +1
Tentative parcel map and design review denied with Sanchez and Wallace voting no.
1w Like Reply 3

Ildiko Peter
Sheri Flynn why no?????
1w Like Reply

Dee Lira
Ildiko Peter good question
1w Like Reply

Sheri Flynn Author Admin +1
Ildiko Peter Sanchez made not one comment. Wallace linked something about smokestacks when she was growing up and that Sun Lakers knew it was going to be a warehouse when they bought there so suck it up. Or to that effect. Envy and jealousy by her. I tend to not listen to anything she says because it has no substance.
1w Like Reply 3



Sheri's Post

Ildiko Peter
Kidding me??? No one ever ever ever told us that the vacant lot will be a warehouse when we bought our house in 2012. No way we would have moved here and withholding such a detrimental information from potential buyers would have been most unethical and could be cause for legal action. Even after ALL the evidence against a warehouse they voted YES???
Blows my mind....
Will not write down the rest of my thoughts.....
1w Like Reply

Rod Curtis Tod
Sheri Flynn My impression of Wallace was she was dumb as a rock. Then I went out to look at arrest records for anyone in office. That was interesting!
1w Like Reply

Reply to Sheri Flynn

Anita Lara Chatigny
It was disheartening to hear some council members characterize SL residents as an entitled, fickle group. Seems like a major goal will be to change hearts/minds of those council members.
1w Like Reply

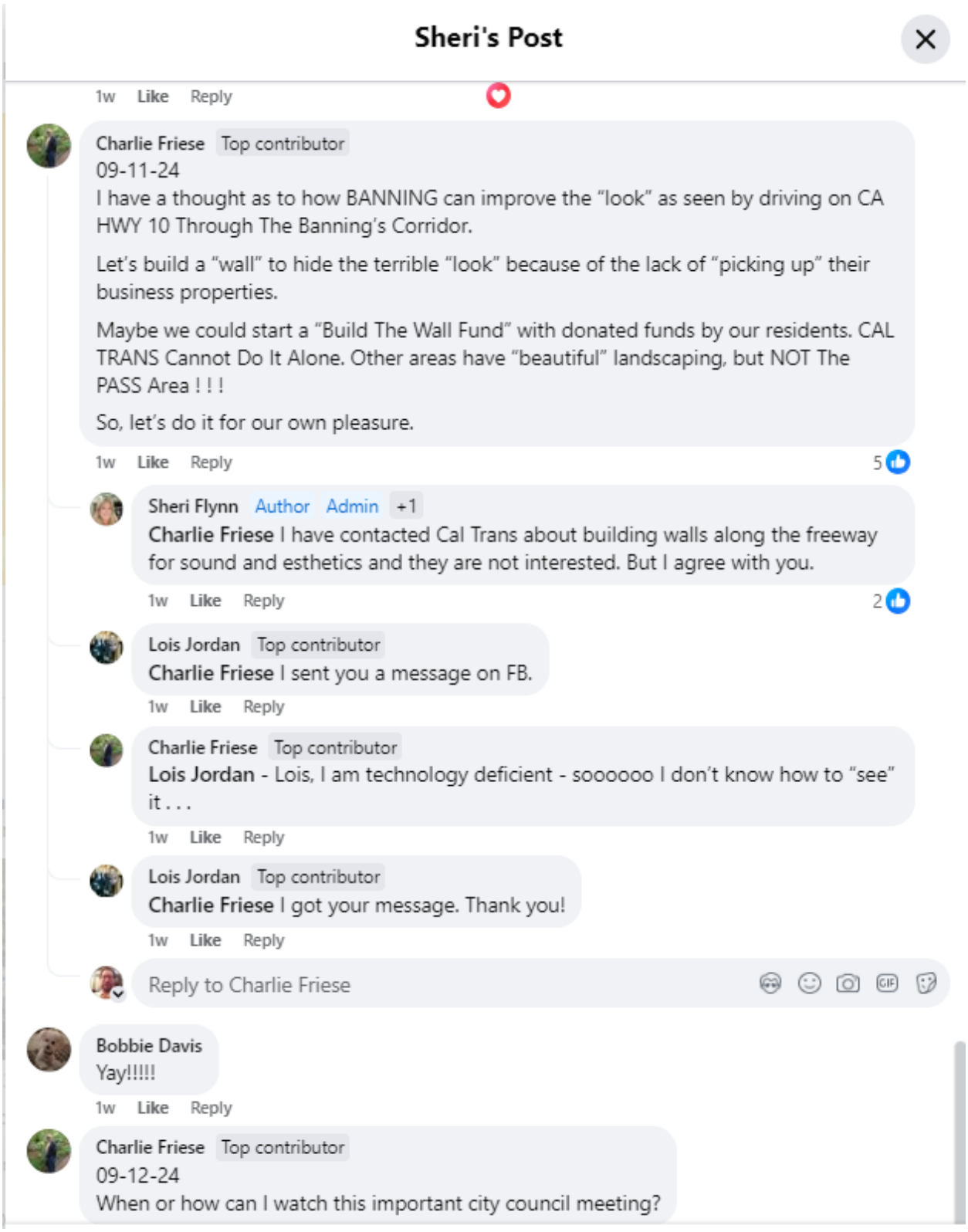
Debbie Mitchell-Mallard replied · 3 Replies

Yvonne Foy
Thank you to all involved in working to see that these warehouses are stopped! 👏👏
1w Like Reply 3

Barbara Taylor
Thank you PAG and **Sheri Flynn** for all ur hard work on this.
1w Like Reply 2

Deborah Bainter McDonald
Miniature golf course and a lazy river. Banning needs entertainment for all.
1w Like Reply

Gary Root
This is the best news I've had in a long time.
Thank you Sheri for not giving up.
1w Like Reply



Sheri's Post

1w Like Reply

Charlie Friese Top contributor
09-11-24
I have a thought as to how BANNING can improve the "look" as seen by driving on CA HWY 10 Through The Banning's Corridor.

Let's build a "wall" to hide the terrible "look" because of the lack of "picking up" their business properties.

Maybe we could start a "Build The Wall Fund" with donated funds by our residents. CAL TRANS Cannot Do It Alone. Other areas have "beautiful" landscaping, but NOT The PASS Area ! ! !

So, let's do it for our own pleasure.

1w Like Reply 5

Sheri Flynn Author Admin +1
Charlie Friese I have contacted Cal Trans about building walls along the freeway for sound and esthetics and they are not interested. But I agree with you.

1w Like Reply 2

Lois Jordan Top contributor
Charlie Friese I sent you a message on FB.

1w Like Reply

Charlie Friese Top contributor
Lois Jordan - Lois, I am technology deficient - soooooo I don't know how to "see" it . . .

1w Like Reply

Lois Jordan Top contributor
Charlie Friese I got your message. Thank you!

1w Like Reply

Reply to Charlie Friese

Bobbie Davis
Yay!!!!!

1w Like Reply

Charlie Friese Top contributor
09-12-24
When or how can I watch this important city council meeting?

Sheri's Post

Charlie Friese I got your message. Thank you!

1w Like Reply

Reply to Charlie Friese

Bobbie Davis
Yay!!!!!

1w Like Reply

Charlie Friese Top contributor
09-12-24
When or how can I watch this important city council meeting?

1w Like Reply

Dee Lira
While I was not at the meeting because we are out of town on vacation I understand Gerry Phelps proposed a great idea in a speech she gave. Perhaps that will be taken under serious consideration.

1w Like Reply

Will Baker
Let's work together to stop 🔴 Crossroads/Sunset from destroying Sun Lakes Blvd with 24/7 diesel trucks and traffic 10X worse than Banning Point would have been. Stop the division of Sun Lakes Country Club so the North and South aren't ruined by division.

Remember. 5.7 million in warehouses is what the City plans. Stop the corruption in Banning. ✔️

1w Like Reply

Paul Bear Bradford



1w Like Reply

17.68.140 Reconsideration.

If more complete or additional facts or information, which may affect the original action taken on an application by a review authority are presented, the review authority may reconsider such action taken, if a request for reconsideration is filed with the department within fifteen days following the final date of action. If a public hearing was required in the original review process, another public notice as specified in Section 17.68.020 shall be made prior to the reconsideration of the review authority, and all costs associated with the reconsideration shall be paid by the applicant.

(Zoning Ord. dated 1/31/06, § 9117.14.)

(Ord. No. 1510, § 3(2), 9-11-17)

MANUAL OF PROCEDURAL GUIDELINES FOR THE CONDUCT OF CITY COUNCIL AND CONSTITUENT BODY/COMMISSION MEETINGS FOR THE

CITY OF BANNING

Adopted October 23, 2012, by City Council Resolution 2012-83
Amended April 23, 2013, by City Council Resolution 2013-48
Amended November 12, 2013, by City Council Resolution 2013-103
Amended May 26, 2020, by City Council Resolution 2020-67
Amended February 14, 2023, by City Council Resolution 2023-34

OUTLINE OF PROCEDURAL MANUAL PROVISIONS

This manual applies to the City Council, Successor Agency, Housing Authority, and all Commissions.

A. Agendas (3.1-3.4; 5.1-5.10, 6.1, 6.3)

1. City Manager generally has the authority to set the agenda. (5.1)
2. Any Council member may request a matter be put on an agenda. If significant staff work is involved, City Manager can bring it to an agenda under pending items and the City Council can decide whether they want it agendized for discussion. (5.1)
3. Permits consent calendars and defines what is not permitted on consent calendar: ordinances; matters involving split votes or public controversy; excluded consent calendar. (6.3)
4. List order of agenda. (6.1)
5. Permits an agenda item for "Council Agenda – New Business" and where announcements are permitted with no discussion.
6. No action unless listed on agenda. (5.7)
7. Add items if arose subsequent to agenda and 2/3 vote or unanimous of those present. (5.9)

B. Minutes, Ordinances, Resolutions and Contracts (5.3 - 5.6)

1. Minutes are an abbreviated record, revisions factual and not to change intent. (5.10)
2. Defines matter appropriate for ordinance versus resolution.
3. Defines vote requirements--ordinances and resolutions generally require three (3) votes. Certain items require a supermajority.
4. Urgency circumstances are defined where resolution can be prepared at a meeting.
5. Contracts may be put in final form by legal counsel. (5.6)
6. Approval budget does not authorize expenditures. (6.5)

C. Boards and Commissions (6.4)

1. Defines legislative bodies and advisory bodies subject to the Brown Act. (1.2(a))
2. Committees established by official action, continuing jurisdiction more than 180 days, majority of officials from City or other bodies, is standing committeesubject to Brown Act.
3. Permits creation of ad hoc council subcommittees (less than majority) not subject to the Brown Act.
4. Permits formation of boards and commissions subject to the Brown Act.
5. Provides that appointments are by Mayor with the consent of Council; removedby majority vote.
6. Commissions make reports to Council; not permitted to create subcommittees.

D. Study Sessions/Closed Sessions (2.5, 4.1 - 4.4)

1. Study sessions informal but subject to Brown Action; no action taken.
2. Public comments permitted before; report on any action taken.

3. Those persons not relevant to the closed session matter are excluded.
4. A minute book may be kept of the proceedings.
5. Revealing any matter from closed session can subject the person to censure.

E. Public Comments (7.0 – 7.4)

1. City Council meeting presentations on agenda items are to be no more than five minutes in length; this is to include all speakers for the group being recognized. Exhibit "B" has full policy.
2. Time limits are 3 minutes for non-agendized items and 5 minutes for all agendized items. Public hearing applicants are not limited. (7.2)
3. Public comment periods include initial comment period on non-agenda items; comment on agenda items. (7.5)
4. Speaker cards provided, but voluntary. (7.3)

F. Hearings (8.1 – 8.4)

1. Before the hearing, Council members limited to factual questions of staff and speakers. Not to engage in debate.
2. Presiding Officer to make it clear when hearing is opened or closed. No questionsof speakers or public comment after hearing closed.
3. Hearing must be fair and impartial with decision based on findings required by law.
4. No expression of opinion until hearing is closed.
5. Avoid extra meeting contact with interested persons. Encourage participation in hearing.
6. Presiding Officer can control conduct of hearing--representative speakers, etc. Set any rules at beginning and keep fair to each side.
7. Be attentive during hearings.

G. Conduct of Members

1. Do not represent position of City or promise City action. (9.2; 9.10)
2. Do not speak in derogatory fashion concerning colleagues, employees, citizens. (10.1(f))
3. Mayor speaks officially for City rather than Council members. (9.2)
4. Council members in correspondence represent their own position rather than City unless authorized by Council. (9.2)
5. Commissioners do not speak for City. (9.2)
6. No Conflicts. Can consult with City Attorney but advice not binding and no attorney-client confidentiality. (9.6(b))
7. Use City email account. Emails subject to the Brown Act--no development of collective action. Public Records Act, too. (9.3)
8. Formal process for censure for wrongful conduct involving hearing before City Council. (10.3)
9. City Attorney can file amicus briefs. (9.6 (d))

H. Procedures

1. Abstentions discouraged but permitted where appearance impropriety even if no financial conflict.
2. Motions to rescind clarified so that matter can be rescinded in later legislative session. (11.4)
3. Defines process to correct an earlier action in violation of Brown Act. (12.1 – 12.3)
4. Includes Table of Motions and Procedural Actions.

MANUAL OF PROCEDURAL GUIDELINES FOR THE CONDUCT OF CITY COUNCIL AND CONSTITUENT BODY/COMMISSION MEETINGS

ARTICLE I – SCOPE

1.1 Application of Rules

This Manual (the "Manual") shall establish the procedures for the conduct of all meetingsof the City of Banning City Council, Successor Agency to the Banning Community Redevelopment Agency, Housing Authority and other constituent, governing bodies, and commissions.

This Manual rescinds and supersedes all prior City resolutions setting forth rules of procedure for the conduct of meetings by City Legislative Bodies (defined below). Wherever there is a conflict between this Manual and any prior City resolution, the terms and rules in this Manual shall govern. Resolutions more specifically superseded by this Manual include, without limitation, the following:

- City of Banning Resolution No. 2004-43;
- City of Banning Resolution No. 1999-31;
- City of Banning Resolution No. 2003-06;
- City of Banning Resolution No. 2000-41;
- Banning CRA Resolution No. 2010-13; and
- Banning CRA Resolution No. 1990-04.

1.2 Definitions

The following definitions shall apply to these rules and procedures:

a) "Legislative Body" means any quorum of any council, board, commission or standing committee (as defined in Government Code § 54952), or other governingbody of the City of Banning that is subject to the Brown Act (Government Code § 54950 *et seq*.). This includes the Banning City Council, Banning Successor Agency to the former Redevelopment Agency, Banning Housing Authority Board, Banning Utility Authority, Banning Financing Authority, Planning Commission, Parks and Recreation Commission, Civil Service Commission, and any standing committee subject to the Brown Act. The term "Legislative Body" does not include Non-Governing Bodies, as defined below.

b) "Presiding Officer" means the chairperson of the Legislative Body. For example, this refers to the Mayor when read in the context of the City Council, the Board Chair in the cases of the Successor Agency to the Redevelopment Agency and/or the Housing Authority, and the Chair of any Commission.

c) "Vice Chair" means the vice chairperson to the Presiding Officer. For example, the Vice Chair means the Mayor Pro Tempore in the case of the City Council, the Vice Chairperson in the cases of the Successor Agency to the former

Redevelopment Agency and/or Housing Authority, and the Vice Chairperson ofany Commission.

d) "Clerk/Secretary" means the person responsible for taking and maintaining the record of proceedings for all meetings, preparation of agendas, calendar clerk and custodian of rules, resolutions, ordinances, and Legislative Body records. For example, the Clerk/Secretary refers to the City Clerk in the case of the City and the Agency Secretary in the cases of the Successor Agency to the former Redevelopment Agency and/or the Housing Authority.

e) "General Counsel" means the legal advisor to the Legislative Body, such as the City Attorney in the case of a City Council meeting, or Agency Counsel in the cases of the Successor Agency to the former Redevelopment Agency and/or Housing Authority.

f) "City Manager" means the Chief Executive Officer of the City, the Successor Agency to the former Redevelopment Agency, Housing Authority, Financing Authority and Banning Utility Authority. The City Manager may serve as the Secretary to the Successor Agency or Housing Authority, and the City Manager can designate appropriate staff to serve as the clerk/secretary to any Commission of the City.

g) "Non-Governing Bodies" means wholly advisory committees and bodies that are not subject to the provisions of the Brown Act.

h) "Sub-Legislative Bodies" means such advisory committees which are subject to the Brown Act but are not "governing" Legislative Bodies.

These rules and procedures are enacted pursuant to authority granted by Government Code §§ 36813 and 54954. The purpose of this Manual is to provide that the Legislative Bodies'procedures will be consistent with the Brown Act and also to establish procedures which will be convenient for the public and contribute to the orderly conduct of any Legislative Bodies' business. The procedures herein are in addition to, and not in place of, applicable ordinances and statutes and in the event of conflict between this Manual and applicable ordinances or statutes, the latter shall govern. In the event that any state statute referenced herein is renumbered, the reference herein shall be deemed to refer to the successor statute dealing with the same subject matter.

ARTICLE II – MEETINGS

2.1 Regular Meetings

Unless otherwise specified by a resolution or ordinance applicable to specific Legislative Body, the regular meetings of all Legislative Bodies shall be held on the second and fourth Tuesday of each month at the time designated by the Legislative Body, in the Council Chambers at City Hall, 99 East Ramsey Street, Banning, California 92220, or at such other locations as the Legislative Body may from time to time designate by resolution, in the order of adjournment, or in the notice or call of any special meeting. In the event a day

of meeting shall be a legalholiday, said meeting shall be held on the next business day.

2.2 Special Meetings

The Presiding Officer may, when he or she deems it expedient, or upon the writtenrequest of a majority of the Legislative Body, call a special meeting of the Legislative Body for the purpose of transacting the business designated in the call. The means or method for calling such special meeting shall be as set forth in the Brown Act as it now exists or may hereafter be amended. At such special meeting, no business shall be considered other than as designated in the call.

2.3 Special Emergency Meetings

A special emergency meeting may be called by the Presiding Officer or by a majority of the Legislative Body where an emergency exists:

(a) A work stoppage, terrorist act or threat, crippling disaster or other activity which severely impairs public health or safety as determined by the majority of the Legislative Body; or

(b) Such other circumstance specified by State law as authorizing the conduct of an emergency meeting. Any special emergency meeting shall be called, noticed, and conducted only in accordance with the procedures set forth in State law.

2.4 Attendance

A majority of members of the Legislative Body shall constitute a quorum. Less than a majority may adjourn from time to time and may compel the attendance of absent members.Any member who fails to attend any of the meetings of the Legislative Body for 60 consecutive days, unless such absences are excused, shall surrender the office, and be deemed to have surrendered the office.

2.5 Study Sessions

The Legislative Body may meet informally in conference or "study" sessions regarding concerns of the Legislative Body to interchange information, provided that all discussions and conclusions shall be informal. Such meeting shall be called in the same manner as for special meetings or adjourned meetings, as applicable, and be subject to the Brown Act. Each notice shall indicate that an opportunity for public comment shall be provided before any matter shallbe determined. When a meeting has been designated a Study Session, the Legislative Body shall not take any action with respect to the matter under study except with prior public notice, appearing on a properly posted agenda, of such intent to take action.

ARTICLE III–NOTICE AND AGENDA

3.1 Notice and Agenda for Regular Meetings

For every regular Legislative Body meeting, the Clerk/Secretary or his or her designee shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all the items of business to be discussed at the meeting as set forth in Article V. The notice and agenda may be combined in a single document.

The notice and agenda must be posted at least seventy-two (72) hours before the regular meeting in a location freely accessible to public twenty-four (24) hours a day during the seventy-two (72) hour period and where the notice and agenda is not likely to be removed or obscured by other postal material. Specifically, the notice and agenda shall be posted at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

CITY HALL LOBBY
CITY OF BANNING WEBSITE

3.2 Notice and Agenda for Special Meetings

For every special meeting, the Clerk/Secretary or his or her designee shall post a written notice specifying the time and place of the special meeting and the business to be transacted mustbe sent to each member of the Legislative Body (unless the member has filed a written waiver of notice with the Clerk/Secretary) and to each local newspaper of general circulation, and radio or television station that has requested such notice in writing. The notice shall serve as the agenda for the special meeting and shall contain a brief description of all the items of business to be discussed at the meeting as set forth in Article V.

The notice for a special meeting shall be conspicuously posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to the public twenty-four. (24) hours a day and where the notice are not likely to be removed or obscured by other posted material. Specifically, the notice shall be posted at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

CITY HALL LOBBY
CITY OF BANNING WEBSITE

3.3 Notice and Agenda for Adjourned Meetings

The Legislative Body may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. If a quorum is not present, less than a quorum may so adjourn. If all members are absent from any regular or adjourned regular meeting, the Clerk/Secretary may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be delivered personally to each member of the Legislative Body at least twenty-four (24) hours before the adjourned meeting. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special, or

adjourned special meeting was held, within twenty-four (24) hours after the time of adjournment. When a regular or adjourned regular meeting is adjourned as provided herein, the resulting adjourned regularmeeting shall be a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings. If the subsequent meeting is conducted within five (5) days of the original meeting, matters properly placed on the agenda for the original meeting may be considered at the subsequent meeting. If the subsequent meeting is more than five (5) days from the original meeting, a new agenda must be prepared and posted pursuant to Government Code Section 54954.2.

3.4 Affidavit of Posting

Immediately following the posting of the notice and agenda, the Clerk/Secretary or his or her designee shall complete an Affidavit of Posting, in a form to be developed by the Clerk/Secretary. The Affidavit of Posting shall indicate the time of the posting, the location(s) ofthe posting, and shall be signed under penalty of perjury. The Clerk/Secretary shall retain allsuch affidavits, together with a copy of each notice and agenda so posted. The affidavit, notice, and agenda shall be retained at least two (2) years subsequent to the date of posting, and pursuantto Government Code § 34090, shall not be destroyed by the Clerk/Secretary thereafter except in accordance with the City's record retention policies.

ARTICLE IV– CLOSED SESSIONS

4.1 Generally

The Legislative Body may hold closed sessions during a regular or special meeting, or at any time otherwise authorized by law, to consider or hear any matter which it is authorized by State law to hear or consider in closed session. Public comment shall be permitted on closed session matters prior to the closed session. If a closed session is included on the agenda, the description of the item shall meet the requirements of and shall identify the statutory basis for theclosed session. During closed session, the Legislative Body shall exclude all persons which it is authorized by State law to exclude from a closed session. No minutes of the proceedings of the Legislative Body during a closed session are required. There shall be no closed session during any special emergency meeting. Closed session may not be held regarding a matter not listed on a properly posted agenda for closed session except upon the Legislative Body first taking action to place the item on the agenda as a closed session item as permitted by law.

4.2 Persons Authorized

Persons present in the closed session shall be only those persons necessary to the discussion of the matter under consideration. All other persons shall be excused. The Clerk/Secretary shall attend each closed session of the Legislative Body and keep and enter intoa minute book a record of any reportable decisions made at the meeting, unless attendance is excused.

4.3 Confidentiality

The minute book for any closed session is not a public record and shall be kept confidential and shall be available only to members of the Legislative Body or as otherwise provided by law. (Government Code § 54957.2(a).) No person attending a closed session shall publicly discuss or otherwise reveal the proceedings in the closed session unless such publicationhas been approved by the vote of the Legislative Body taken during the closed session or as otherwise required by law. Violation of this rule shall subject the violator to censure by the Legislative Body as provided in Section 10.5 herein.

4.4 Public Reports

Before recessing into closed session, the Presiding Officer or General Counsel shall announce that the Body is recessing into closed session and shall name each closed session topic that will be discussed in closed session in at least as much detail as shown on the agenda.

Upon leaving closed session, the Presiding Officer or General Counsel shall report publicly any reportable actions taken on a closed session matter and, if any vote was taken, shall announce that the matter was put to a vote, the results of the vote, and how each LegislativeBody member voted.

ARTICLE V - AGENDA CONTENTS

5.1 Preparation of Agendas

Barring insurmountable difficulties, the agenda shall ordinarily be delivered to the members of the Legislative Body on Friday (as an informal deadline) preceding the meeting to which it pertains. The agenda shall also be available to the general public at the time it is delivered to the members of the Legislative Body, or in any case as required by the Brown Act.

Any Legislative Body member may have placed on the agenda any business that should be deliberated upon in the future by the Legislative Body. Any Legislative Body member desiring to present a subject for the Legislative Body's consideration shall advise the City Manager's office of that fact not later than **12:00 noon on the Tuesday** of the week preceding the meeting at which the member wishes the subject to be considered. The matter shall then be listed on the next agenda for discussion of whether it should be a future agenda item. The City Manager shall advise the Legislative Body member of constraints affecting staff's ability to produce an agenda report, and when the matter should be scheduled.

Notwithstanding the foregoing, the City Manager generally has responsibility for setting the agenda for the Legislative Body (except for any Commission where the responsibility may be assigned to the City Manager's designee) and may place matters on the agenda in accordancewith the Manager's evaluation of administrative priorities and resource capacities of City.

5.2 Description of Matters

All items of business to be transacted or discussed at a meeting of the Legislative

Body, shall be briefly described on the agenda. The description may, but need not, set out the specific action or alternatives which will be considered by the Legislative Body, but should contain sufficient detail so that a person otherwise unaware could determine the general nature or subjectmatter of the item by reading the agenda. The description of closed session matters shall meet the requirements of Government Code Sections §54954.2 and, where applicable, §54954.5.Matters may be designated as "pending" and listed for the sole purpose of determining if they will be on a future agenda.

5.3 Action Items

(a) Matters may formally be adopted by an ordinance, a resolution, minute order, or other motion (thereafter recorded by minute entry). Technically, all three are equally aslegally effective and binding but vary in the formality of respective memorialization. While most actions will be presented to the Legislative Body in a written form prior to, or at, the meeting, the Legislative Body may amend any proposed action as written by carried motion of the Legislative Body at the time of its presentation for adoption. If an action as written is so amended by the Legislative Body, it shall be revised to reflect the Body's amendments for later execution by the Presiding Officer.

(b) Besides ordinances and resolutions, action can be taken by motion and recorded as a minute order. A "minute order" denotes a Legislative Body action which is recorded simply by an item entered in the minutes of the meeting at which it was accomplished, and no separate document is made to memorialize it.

(c) As a general rule, a recorded majority of the quorum for a Legislative Body may take an action. However, for the City Council, resolutions, orders or the payment of money, and all ordinances require a recorded majority vote of the total membership of the City Council. Some actions, such as the passage of an urgency ordinance or adoption of a resolution of necessity to condemn property, require a super-majority vote. Under the Political Reform Actof 1974, a member with a financial conflict of interest regarding a matter before the member's board must leave the room while that matter is being discussed, heard, or acted on, so that member cannot be counted towards the quorum for that matter.

5.4 Resolutions

(a) A "resolution" is a formal action with findings taken by the Legislative Body, generally pre-prepared in writing, designated by sequential number, and reference towhich shall be inscribed in the minutes and an approved copy of each resolution filed in the official book of resolutions of the Legislative Body. Resolutions are used when specifically required by law, when needed as a separate evidentiary document to demonstrate findings or to be transmitted to another governmental agency, or where the frequency of future reference back to its contents warrants a separate document (with the additional "whereas" explanatory material it often recites) to facilitate such future reference and research.

(b) A resolution may be adopted at the same meeting it is presented. Where a resolution has been prepared in advance, the procedure shall be: motion, second, discussion, votepursuant to methods prescribed in Article XI, and result declared. It shall not be necessary to read a resolution in full or by title except to identify it.

(c) Where a resolution cannot reasonably be prepared in advance of a meeting, the Legislative Body may instruct the City Manager or the General Counsel to prepare aresolution for presentation at the next Legislative Body meeting. Where urgent, a resolution maybe presented verbally in motion form together with instructions for written preparation for later execution. After the resolution has been verbally stated, the voting procedure in Article XI, shallbe followed.

5.5 Ordinances (*City Council Only*)

(a) The City Council is the only Legislative Body empowered to legislate the Banning Municipal Code by adoption of ordinances.

(b) Ordinances, other than urgency ordinances, require at least two readings atdifferent meetings held at least five days apart with the first reading considered to be introduction and the second adoption.

(c) A waiver of further readings requires a majority vote of the Council members present and voting. The waiver of further reading may be accomplished by one vote for all ordinances presented on the agenda of the present meeting. Government Code Section 36934.

(d) The Clerk/Secretary shall prepare copies of all proposed ordinances for distribution to all members of the City Council at the meeting at which the ordinance is introduced, or at such earlier time as is expedient. Ordinances shall be numbered and kept by theclerk/secretary with the same formality as resolutions as described above in Section 5.4.

(e) An urgency ordinance is an ordinance adopted for the immediate preservation of the public peace, health, and safety, containing a declaration of facts constituting the urgency. An urgency ordinance takes effect immediately and requires four-fifths vote of the City Council for passage pursuant to Government Code § 36937.

5.6 Contracts and Agreements

When any contract or agreement is to be considered by the Legislative Body, the complete contract and agreement, if complete in form for execution, shall be made a part of the agenda package presented to the Legislative Body and shall be made available for viewing by thepublic within the time frames required under the Brown Act and/or the California Public RecordsAct (Government Code §§ 6250 through 6276.48). The Legislative Body may choose to leave the final form of the contract to the discretion of General Counsel if the Legislative Body hasdetermined the general conditions of the contract.

5.7 Limitation of Actions by Agenda

No action or discussion shall be taken by the Legislative Body, on any item not appearingon a posted agenda, subject only to the exceptions listed in Section 5.9 below. "Action taken" as used herein shall mean a collective decision made by a majority of the Legislative Body, a collective commitment or promise by a majority of the Legislative Body to make a positive or a negative decision, or an actual vote by a majority of the Legislative Body

upon a motion, proposal, resolution, order, or ordinance.

5.8 Public Comment Period

Pursuant to Government Code § 54954.3, every agenda posted for any meeting shall contain an item entitled “Public Comment” in order to provide for an opportunity for the publicto address the Legislative Body on items of interest to the public within the Legislative Body’s subject matter jurisdiction. The public comment period should be conducted in accordance with Article VII.

5.9 Exceptions to Agenda Requirement for Action Taken

The Legislative Body may take action at a meeting on an item not appearing on the agenda for that meeting only under one of the following circumstances:

(a) Upon a majority determination that an "emergency situation" that is either
(i) a work stoppage, crippling activity, or other activity that severely impairs public health,safety, or both, or (ii) a dire crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a Legislative Body toprovide one-hour notice before holding an emergency meeting may endanger the public health, safety, or both. All discussion of such emergencies must be in open session.

(b) Upon a determination by a two-thirds (2/3) vote of the Legislative Body, or if less than two-thirds of the Legislative Body are present by a unanimous vote of those members present, that the need to take action arose subsequent to the agenda posting. For the purposes of this subsection, the term "need to take action" shall mean those circumstances whoseoccurrence creates a situation which is materially different from that which existed at the timethe agenda was posted, and which requires the immediate attention of the Legislative Body. The mere failure of any person to notify the Legislative Body or staff of a pre-existing situation requiring Legislative Body attention until after the time for the posting of the agenda shall not be deemed to constitute a "need to take action" hereunder. If the Legislative Body makes a determination pursuant to this subsection, the minutes of the meeting at which the determination is made shall reflect what circumstances gave rise to the "need to take action" and why the item could not be placed on the agenda.

5.10 Minutes and Recordings

(a) An account of all proceedings of Legislative Body in open meetings shall be kept by the Clerk/Secretary. The Clerk/Secretary shall prepare an abbreviated record of the meetings proceedings for approval by the Legislative Body which when adopted by the Legislative Body shall be the official Minutes of the meeting. Amendment of the minutes may be made only as to factual accuracy and not as to a change of intent. The Minutes of the meetingneed not be verbatim. Only the best and most complete available recording of the meeting shall constitute the official record of the Legislative Body, but the Minutes shall constitute the official record of the Legislative Body meeting where a verbatim record of the meeting is not available.

(b) Any recording of a meeting made by or at the direction of the Legislative Body is a public record that must be retained and made available to the public for at least 30days. The Legislative Body must provide to the public, without charge, equipment to review the record.

ARTICLE VI – ORDER OF BUSINESS

6.1 Order of Business

The order of business of each meeting shall be as contained in the agenda prepared by theClerk/Secretary unless the majority of the Legislative Body members consent to take items out oforder. The order of business at meetings of the Legislative Body may be as follows, in accordance with the procedures specified below:

(a) Roll Call.
(b) Announcement of Closed Session Items, if applicable.
(c) Public Business from the floor on closed session items.
(d) Recess.
(e) Reconvene Regular Meeting.
(f) Pledge of Allegiance.
(g) Closed Session Report, if applicable.
(h) Public Comments, Correspondence, Presentations, Appointments.
(i) Announcements and Reports
(j) Consent Items. (See Section 6.3 below.)
(k) Public Hearings.
(l) Report(s) of Officers
(m) Discussion Items.
(n) Items for Future Agendas (Pending Matters).
(o) Adjournment.

6.2 Call to Order

The meeting of the Legislative Body shall be called to order by the Presiding Officer, or the Vice-Chair in the Presiding Officer's absence. In the absence of both the Presiding Officer and Vice Chair, the meeting shall be called to order by the Clerk/Secretary and the threeLegislative Body members present shall elect by majority vote a Presiding Officer for that meeting.

6.3 Consent Items

Matters of a routine or generally uncontested nature and non-controversial, shall be placed on the agenda as Consent Items and may be approved by the Legislative Body in a single motion by adoption of the Consent Calendar. The approval of the Consent Calendar shall signifythe approval of each matter or recommendation included therein. All matters on the Consent Calendar shall be the subject to public comment procedures in Article VII. Upon the request of any member of the Legislative Body or upon the request of a member of the public made throughthe Presiding Officer, a matter may be removed from the Consent

Calendar for separate discussion and/or action. Any such item shall be considered as part of the Excluded Consent Calendar. Each matter proposed for consideration as part of the Consent Items, including any recommended action, shall be described on the notice and agenda posted for the meeting. The following matters are not appropriate for the Consent Calendar:

(a) Ordinances shall not be placed on the Consent Calendar for approval unless the ordinance has first been read or the reading of the ordinance has been waived as required by law.

(b) Any matter where the City Manager believes (i) it the matter would most likely be unanimously approved by the Legislative Body, or (ii) there is not likely to be public comment on the matter, or (iii) a public presentation of the matter would not be particularly beneficial to the community or public interest.

6.4 City Representatives and Advisory Bodies *(City Council Only)*

(a) From time to time the Council may be required to assign a representative of the City to non-City boards, commissions, or organizations (e.g., boards or commissions of another agency or joint powers authority). Except as otherwise required by law or by the policies of the non-City organization, the Mayor shall make all such appointments of City representatives on non-City organizations after consultation with the City Council. Council appointments to non-City organizations shall be considered and made with the goal of keeping the appointee in the organization for a long enough period of time that the appointee may gain seniority and/or a position of leadership within the organization. This goal shall be construed to mean that the same appointee should remain within a non-City organization for at least two yearswhere reasonably possible and convenient for said appointee. Nothing herein, however, shall be construed to limit or waive the City Council's power to remove appointees pursuant to subsection (c) below.

(b) The City Council shall have the power to establish advisory committees,commissions, other Legislative Bodies and Non-Governing Bodies. Any committee which is (i) established by ordinance, resolution, or other formal action, or (ii) has a fixed regular meetingschedule, or (iii) has continuing subject matter jurisdiction over a non-temporary issue, or (iv) which continues to conduct business in excess of 180 days, or (v) has a majority membershipof officials from other Legislative Bodies, shall be subject to the provisions of the Brown Act.

Advisory bodies and committees may take the following form:

i) The Council may, as the need arises, authorize the appointment of "ad hoc" Council committees composed of two members. Except where otherwise specifically provided by law, the Presiding Officer shall appoint the members of the Council committees, subject to the approval of the Council. Any committee so created shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority vote of the Council.

ii) The Council may, subject to the Brown Act, create other committees, boards, and commissions, whether Legislative Bodies or Non-Governing Bodies,

to assist in the conduct and operation of the City government with such jurisdiction and duties as the Council may specify. Except as otherwise required by law, the Mayor shall make appointments of members to such committees, boards, or commissions subject to the approval of the Council. The procedure of filling vacancies and provision of notice thereof shall be subject to the provisions of the Maddy Act (Government Code §§ 54970-54974).

iii) Sub-Legislative Bodies, including Non-Governing Bodies, shall beresponsible for reporting the Body's activities to the City Council. The members of a Sub-Legislative Body or Non-Governing Body shall operate within the jurisdiction established by the Council and shall not have authority to make subcommittees unless specifically granted such authority by action of the full City Council. Staff members may be assigned to assist any Council-created committee by the City Manager; staff members so assigned shall not be members of the committee unless specifically appointed as such by action of the full Council.

(c) Absent any other provision to the contrary, members of any non-City organization, or City committees, boards or commissions may be removed by the Council without cause by a majority vote of the whole Council body. Any member of the City Council may place the question of such removal on the agenda. Any committees, boards, or commissionsso created may be abolished by a majority vote of the whole Council body by repeal of the enacting ordinance or resolution.

6.5 Budgets

The City Council shall have the power to approve the City budget, and each Legislative Body shall have the power to approve the budget of funds specifically apportioned to control of that Legislative Body (e.g., the Successor Agency Board shall approve the budget of the Agency and the Housing Authority Board shall approve the budget of the Authority). Approval of the budget constitutes approval of a proposed plan of expenditures and revenues. It does not constitute an authorization for expenditures. With respect to any given expenditure the applicable procedure shall be followed. Further adoption of the budget does not, unless otherwise specified by resolution, constitute authorization for any specific employment class or position.

6.6 Items from Members

(a) There is a specific item on the agenda for receiving general comments, announcements, and/or suggestions from members of the Legislative Body. This can be used to inform the public concerning upcoming events, report on members' attendance at conferences and seminars, for requests by members that staff look into specific matters or similar matters. These matters may not be discussed, opined upon, or deliberated, and if they do not concern a matter on the agenda, shall be handled by the Presiding Officer according to the same proceduresset out for Public Comment in Section 7.3. No action may be taken on such matters without being placed on a subsequent agenda.

(b) There is an agenda item referred to as pending matters. Matters are listed under this item pursuant to Section 5.1 where a member has asked that the matter be scheduled for discussion of whether a future staff report should be prepared. The listing of the matter allows a discussion of whether a staff report should be prepared, or it may be held on the pendingagenda to keep track of when it will be assigned to a future agenda.

(c) There is an agenda item referred to as Reports from City Manager. This may be used by the City Manager similarly to the item for members of the Legislative Body in Subsection (a) above to make announcements without separately listing the matter on the agenda,and subject to the same restriction that there may be no discussion or action on such matter.

(d) There is an agenda item referred to as Reports from City Treasurer. The City Treasurer shall attend the meetings of the Legislative Body, unless excused. The City Treasurer may report on (i) the activities of the City Council Budget and Finance Committee and (ii) the duties of the City Treasurer as imposed under State law, except such duties otherwise delegated by the City Council to the City Clerk or the Administrative Services Director.

ARTICLE VII– PUBLIC COMMENT AND PRESENTATIONS

7.0 City Council Meeting Presentations

City Council presentations are for providing information to the Mayor and Council, City management, and the community about activities of interest and value to include activities, events and infrastructure projects relating to the City, honors and celebrations for organizations, corporations and residents which reflect their service to the Banning community, honors, and recognitions for City staff for outstanding service or commitment to the City's mission andgoals. Please Note: This is not the appropriate time to seek funds from the City and/or endorsements from City Council or discuss politics.

All presentations are to be no more than five minutes in length; this is to include all speakers for the group being recognized. Please see the attached "Exhibit B" for a complete copy of the Banning City Council Meeting Presentation Policy contained and incorporated as an exhibit to the Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings for the City of Banning.

7.1 Public Comment

At the beginning of any Legislative Body meeting the public shall be afforded the right tocomment on any and all issues (not on the agenda) within the subject matter jurisdiction of the Legislative Body. Such general public comment on non-agendized issues shall be taken at the beginning of the meeting under a "General Public Comment" heading. Each speaker will be limited to a maximum of three (3) minutes to provide comments on non-agendized issues. With regard to matters not on the agenda, the Legislative Body may ask questions of persons whoraise new matters during the General Public Comment period or otherwise However, all Legislative Body questions must be limited to facts-only informational inquiries, and the Legislative Body may not discuss the merits, express any opinions, or ask questions that convey opinions or thought processes with respect to any non-agendized issue. The public shall also be afforded the right to comment on every item appearing on the agenda prior to the Legislative Body's consideration of that item, as provided in Section 7.4 below.

7.2 Time Limitations

The time limit to speak for public comments is five minutes during a noticed public hearing, provided that these limits do not apply to a project applicant speaking at a public hearing pursuant to Article VIII. All such time limits shall be noticed on the agenda for the meeting. Notwithstanding these time limits, the Presiding Officer has the full prerogative to maintain meeting order and decorum as provided in Section 9.1 and Article X generally, and the Presiding Officer may extend time if he/she finds such extension is reasonably necessary toallow the speaker to compete his/her message without repetition or unnecessary tangents.

7.3 Reserved

7.4 Additional Procedures for Public Comment on Agenda Items

(a) Members of the public shall have the opportunity to address the Legislative Body on each and every item listed on the agenda. Public comment on agenda items must be heard prior to the Legislative Body's consideration/discussion of the item. Public comments on an agenda item may be heard either in combination with the General Public Comment period at the start of the meeting, or at the time the Legislative Body opens the item, orboth, as determined by the Legislative Body and set forth in the agenda.

(b) The purpose of the public comment period is to receive input from the public, not to create a debate between the Members and the public. Members should generally refrain from debating members of the public during the period for public comment, but if Members desire to clarify comments by members of the public, they may ask factual questions, and if necessary, should do so during the public comment period.

(c) The Presiding Officer should clearly open and close the public comment period. After the close of the public comment period or after a motion has been made, no member of the public shall address the Legislative Body without first securing permission of the Presiding Officer.

ARTICLE VIII– NOTICED PUBLIC HEARINGS

8.1 Public Hearings; Notice; Fairness

(a) Matters noticed to be heard by the Legislative Body shall commence at thetime specified in the notice of hearing, or as soon thereafter as is reasonably possible, and shall continue until the same has been completed or until other disposition of the matter has been made.

(b) Legislative Body members shall not overtly or implicitly promise a particular action by City staff or by any Legislative Body. Where a Legislative Body member is contacted about an issue that will be presented to any Legislative Body of the City, it is appropriate to give a brief overview of City policy, to refer to City staff for further information, or to suggest that the concern be brought to the whole Council at the hearing or Council meeting,as appropriate.

(c) All public hearing notices shall be issued and published in compliance with any statutory notice requirements applicable to the particular hearing at issue and such notice shall inform interested persons of the Statute of Limitations to challenge the validity ofany action taken by the Legislative Body on such matter.

(d) In all matters before a Legislative Body, whether public hearing or otherwise, the Body must judge the matter fairly and without personal bias. Although every Legislative Body member has a right to their own personal opinions, Legislative Body members should by their demeanor show an ability to listen to a variety of viewpoints and demonstrate a reasonable willingness to consider all sides of an issue before them. For quasi adjudicative matters involving public hearings, the members of the Legislative Body shall not prejudice the matter prior to the public hearing, shall be fair and impartial, and shall decide the matter based upon the evidence and the statutorily required findings.

(e) For such matters, Legislative Body members should avoid expressing an opinion or divulging their thought process until after the public hearing has been completed.

8.2 Continuance of Hearings

(a) Any hearing being held or noticed or ordered to be held by the Legislative Body may, by order or, notice of continuance, be continued, or re-continued to any subsequent meeting in the manner provided for adjourned meetings.

(b) When it is the decision of the Legislative Body to continue an item, which appears on the agenda, prior to hearing any report, testimony or taking evidence on the item, the Legislative Body may make such intent known at the beginning of the meeting. At that time, the public shall be offered the opportunity to speak regarding the intent to continue the item. At the time regularly scheduled for the hearing of the item, the Legislative Body shall then take actionto continue the item after again informing the public of the intent to continue the matter. No testimony or evidence shall be taken at that time unless the speaker will not be available at the continued hearing date.

(c) When the Legislative Body has continued the public hearing on an item after its commencement, persons testifying at the first public hearing shall be permitted to again address the Legislative Body on the item at the renewed hearing subject to the finding of the Presiding Officer that the testimony is redundant. Upon such finding the time allotted for testimony by the individual may be summarily reduced.

(d) Continuances of a public hearing to a date certain need not be re-noticed unless (i) the hearing has not been continued to a date certain, or (ii) has been continued three or
more times and the Presiding Officer believe confusion may be created as to the time of thehearing.

8.3 Conduct of Hearings

(a) When a matter for public hearing comes before the Legislative Body, the Presiding Officer shall request that staff present the staff report and any other relevant evidence, but the presentation of the staff report prior to the formal opening of the public

hearing shall not prevent its consideration as evidence. Any such evidence shall be made a part of the record of the public hearing. The Presiding Officer shall permit members of the Legislative Body to ask questions of staff but should prevent expressions of opinion by members of the Legislative Bodybefore the conduct of the hearing.

(b) The Presiding Officer shall thereafter open the public hearing and inquireif there are any persons present who desire to address the Legislative Body on the matter. Any person desiring to speak or present evidence upon being recognized, may speak or present evidence relevant to the matter being heard. Any testimony shall be truthful.

(c) Members of the Legislative Body who wish to ask questions of the speakers, during the public hearing portion, may do so but should be mindful that the purpose of the public hearing is to obtain testimony and evidence from the speakers, and not to debate the merits of the matter with speakers. Members should avoid debate and expressions of personal opinion until after the close of the public hearing. Unlike public comment periods, generally there should be no response to speaker comments until after the close of the hearing. The Presiding Officer shall conduct the hearing in such a manner as to afford due process to all affected persons.

(d) All persons interested in the matter being heard by the Legislative Body shall be entitled to submit written evidence or remarks, as well as other graphic evidence. All such evidence presented shall be retained by the Clerk/Secretary as part of the record. Each speaker may only speak once during the public hearing unless the Legislative Body requests additional clarification later in the process.

(e) Upon closing of the public hearing by the Presiding Officer, no additional public testimony shall be solicited or received by the Legislative Body without reopening the public hearing. If, however, the Legislative Body receives relevant new evidence after the close of the public hearing and such new evidence may impact the Legislative Body motion or vote,the Legislative Body may re-open the public hearing to obtain public comments upon such new evidence.

(f) The Presiding Officer has the prerogative to establish special rules, such asto require group spokesmen, to limit the number of speakers to limit the total time for testimony to allow speakers to give time to others, or otherwise control the hearing, provided that (i) speakers are treated fairly, and that (ii) any such special rules are announced in advance of their application. The Presiding Officer always retains the prerogative to cut off speakers who are unduly repetitious, and to permit the extension of time to speakers.

8.4 Extra-Meeting Contacts on Matters Set for Public Hearing

(a) Legislative Body members should minimize their contacts with developers, applicants, or other persons who will be the subject of a quasi-adjudicative public hearing matter to be heard before the Legislative Body. Legislative Body members should avoidextra-meeting contacts with persons who will be the subject of a public hearing before the Body or with advocacy groups or special interests.

(b) If a Legislative Body member is contacted directly by such person

outside the meeting setting, the member shall refrain from expressing any viewpoints or thought processes to the person until after the public hearing. The Legislative Body member may explainthat they are unable to express any viewpoint on the matter until all evidence has been heard in the course of a public hearing and should encourage any such person to present their position in writing or orally at the public hearing.

(c) At the commencement of the public hearing, the Legislative Body membermust disclose publicly any extra-meeting contacts or discussions had which may be relevant to the decision.

(d) The limitations set forth in this Section shall not be read as preventing a Legislative Body member from inspecting a site that will be relevant to a public hearing, although such sight inspection should be disclosed on the record at the beginning of the public hearing.

ARTICLE IX - OFFICERS

9.1 Presiding Officer

(a) The meeting shall be presided over and chaired by the Presiding Officer, or, in the Presiding Officer's absence, the Vice Chair. The Presiding Officer shall have the authority to rule any speaker out of order, including speakers during the public comment periodif the subject raised is not within the subject matter jurisdiction of the Legislative Body, orduring a public hearing if the speaker is not presenting testimony or evidence relevant to the matter which is the subject of the public hearing. The Presiding Officer shall have the responsibility for the conduct of meetings in an orderly manner and to prevent the obstruction of business, and in carrying out this responsibility shall have the authority to give the floor to any member of the Legislative Body or public by recognizing them, to prevent the misuse of legitimate forms of motions or privileges, to take matters up out of order, to caution speakers as to disruptive behavior, and to order any persons willfully interrupting the meeting to be removed from the room, including as provided in Article X.

(b) The Vice Chair shall generally take the place of the Presiding Officer inthe absence of the Presiding Officer. In the absence of the Vice Chair, the Presiding Officer maycall any other member to take his or her place as Presiding Officer; such substitution not to continue beyond adjournment.

(c) Any determination made by the Presiding Officer may be appealed by the making of a Motion to Appeal the Ruling by any other member of the Legislative Body. The Presiding Officer's determination will stand unless a majority of the Legislative Body members vote in favor of the Motion to Appeal the Ruling, in which case the ruling of the PresidingOfficer will be overridden. The Motion to Appeal the Ruling is governed by the Chart of Motions attached as Exhibit A.

9.2 Representation of Legislative Body

(a) The Mayor is the designated representative of the City and the City Council for purposes of presenting and expressing the official City position on an issue. If

individual members of the Council or other Legislative Bodies are contacted by the media for a statement of official City position, the member should refer such inquiries to the Mayor. Otherwise, public or media statements by a Legislative Body member should be clearly characterized as comments upon a personal viewpoint.

(b) Members of the City Council may use official City letterhead to correspond with other public officials and with consultants, but any such correspondence shall state that the views expressed therein are personal and not the position of the City unless the CityCouncil has officially adopted such position. No commission or Sub-Legislative Body may take a position officially representing the City unless authorized to do so by the City Council.

9.3 Email Policy

(a) Members of the Legislative Body are provided with City email accounts which may be utilized for the conduct of City business, including communications with constituents. Members should be aware that all such communications may be subject to the Public Records Act (Gov't Code Section 6200). Use of private email accounts for City business may also make them subject to disclosure.

(b) Members of the Legislative Body are subject to the Brown Act in the use of email. Email communications may not be used to develop a collective consensus or decision on any matter. Email communications to the entire Body should be avoided but may bepermitted to provide factual information, for example such as arranging an event, where no discussion or exchange of opinions on a matter within the jurisdiction of the Legislative Body is initiated or occurs.

9.4 Clerk/Secretary

The Clerk/Secretary or his/her deputy shall attend all meetings of the Legislative Body unless excused and shall keep the official minutes and perform such other duties as may be requested by the Legislative Body.

9.5 City Manager

The City Manager, or designee, shall attend all meetings of the Legislative Body unless excused. The City Manager may make recommendations to the Legislative Body and shall have the right to take part in all discussions of the Legislative Body but shall have no vote. The City Manager shall provide the Legislative Body with a staff report providing sufficient information to be the basis for any action by the Legislative Body at its meeting. Any officer or employee of the City, when directed by the City Manager, shall attend any meeting of the Legislative Body, and may present information relating to matters before the Legislative Body.

9.6 General Counsel

(a) The General Counsel, or deputy, shall attend all meetings of the City Council unless excused and shall upon request of any member give an opinion, either written or oral, on questions of law. The General Counsel, or deputy, shall attend all meetings of such

other Legislative Bodies as directed by the City Council or City Manager. The General Counsel serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. Final rulings on parliamentary procedure are made by the Presiding Officer, subject to the appeal of the full Legislative Body pursuant to Section 3 of Article XI, below. All ordinances and resolutions, all contracts, deeds, and easements or other legal instruments shall be approved as to form and legality by the General Counsel. Contracts may be approved as to form and/or legality by the General Counsel when exceeding purchasing ordinance and policy guidelines. In any case of ambiguity or uncertainty inthe interpretation or application of this Manual to any procedure, the Presiding Officer may direct such question to the General Counsel for a ruling.

(b) Any member of the Legislative Body may request from the General Counsel a legal opinion regarding any matter related to the interests of the City. Where a legal opinion involves substantial cost, the request for the opinion must first be approved by the City Manager or by a majority of the Legislative Body. The General Counsel is the legal representative of the City acting through its Legislative Body. There is a continuing legal question as to whether the General Counsel may have an attorney-client relationship with any individual member of the Legislative Body or the City staff. As a consequence, any discussion with the General Counsel which leads to the conclusion that the interests of the City are at risk must be revealed to all relevant members of the Legislative Body and the City staff by the General Counsel. The General Counsel shall not have an attorney-client relationship withindividual Council members. The General Counsel is required to maintain the confidentiality of such communications from persons outside the City to the extent required or permitted by law and the code of ethics.

(c) The General Counsel has no statutory duty or authority under the Political Reform Act to provide Political Reform Act advice to any Legislative Body member but should provide advice to members when requested. However, a Legislative Body member may not rely on advice from the General Counsel to provide him or her with immunity from FPPC enforcement or prosecution. Such immunity may be obtained only through a written advice letterobtained from the FPPC, on the question in issue, by the Legislative Body member. A Legislative Body member enjoys no privilege of attorney/client confidentiality in reviewing these matters with the General Counsel. Any advice given to an individual member of aLegislative Body cannot be withheld from the rest of the City or Legislative Body. If, after receipt of an opinion of the General Counsel, the Legislative Body member wishes to participate in the decision-making process with immunity from prosecution or enforcement, the General Counsel shall assist the Legislative Body member in making direct contact with the FPPC for informal or formal advice upon which the Legislative Body member can rely.

(d) *[City Council Only].* It often happens that other jurisdictions or the League of California Cities or other regional or statewide association will ask the City to participate in the filing of a letter or brief before a court in a matter deemed to be of concern toall or a great many cities. These “friend of the court” or “amicus” briefs have the effect of informing the court how widespread will be its opinion and how that opinion will affect cities. Such participation is normally without direct cost to the City. In considering whether to direct General Counsel to file an amicus brief, the City Council shall consider whether such briefwould represent or propose a position that conflicts with, or causes strife amongst, other

City- related interests such as, without limitation, the interests of employee organizations, law enforcement or public safety.

i) Upon receipt of the request, the General Counsel shall make the request available through the City Manager to the Council. Upon a determination by any Council member that there is an interest in participating in the action in the manner proposed, theCouncil member shall inform the City Manager or General Counsel who shall place the matter asan item for discussion in closed session on the agenda of the next Legislative Body meeting. TheGeneral Counsel may otherwise place an amicus request on the agenda on his or her initiative.

ii) In lieu of the foregoing process, where there is urgency to the matter, General Counsel is authorized to undertake the filing of the letter or brief where (i) in the opinion of General Counsel the legal matter significantly affects the interests of the City, (ii) the General Counsel has consulted with and received the approval of the City Manager, (iii) the cost to the City will not exceed $5000, and (iv) the General Counsel makes a written report of the action to the Legislative Body.

iii) Approval given to General Counsel to defend, or seek or refrain from seeking, appellate review or relief, or to enter as an amicus curiae in any form of litigation as the result of a closed session consultation shall be reported in open session at the public meeting during which the closed session is held. The report shall identify, if known, the adverse party or parties and the substance of the litigation. In the case of approval given to initiate or intervene in an action, the announcement need not identify the action, the defendants, or other particulars, but shall specify that the direction to initiate or intervene in an action has been given and that the action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the agency's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

9.7 Conflicts of Interest

All Legislative Body members are subject to the provisions of California Law, such as Chapter 1, Title 9, of the California Government Code, relative to conflicts of interest, and to conflicts of interest codes adopted by the Legislative Body. Any Legislative Body member prevented from voting because of a conflict of interest shall refrain from in any way participatingin the matter giving rise to the conflict. Where abstention from a matter is made on the basis of aconflict of interest arising from a financial interest in the decision, the Legislative Body member shall announce their abstention from the matter when it is first opened, and then shall set forththe reason for the abstention with the degree of specificity at least equal to the disclosure of the Legislative Body member's financial interests on the Legislative Body member's annual statement of financial interests; immediately after such announcements, the Legislative Body member shall leave the room. The Legislative Body member shall not overhear the staff report, participate in the discussion or deliberations, and shall not otherwise make or participate in making the decision or in any way attempt to use his or her official position to influence the decision. This shall not prevent the conflicted Legislative Body member from coming before theLegislative Body solely during the public

comment period as an affected citizen to state his/her opinion on how the matter impacts their disqualifying interests.

9.8 Reserved

9.9 No Financial Interest in Contracts

A member of a Legislative Body shall not have a financial interest in a contract within the meaning of (Government Code §1090 *et seq.*) made in their official capacity and such contract shall be null and void whether the member participates in the making of the contract or not.

9.10 Ethical Standards

A member of a Legislative Body shall maintain the highest ethical standards and shalladhere to all laws and the ordinances and regulations of the City in carrying out their duties.

ARTICLE X– DECORUM AND ORDER

10.1 Decorum and Order – Legislative Body Members

(a) Any member of the Legislative Body wishing to speak, or any member of the public wishing to address the Legislative Body must first obtain the floor by being recognized by the Presiding Officer. The Presiding Officer must recognize any member of the Legislative Body who seeks the floor when appropriately entitled to address the Legislative Body. The Legislative Body member shall confine himself or herself to the question under debate.

(b) Any member of the Legislative Body, including the Presiding Officer,may bring a matter of business properly before the Legislative Body for decision by making a motion. Any Legislative Body member, including the Presiding Officer, except the Legislative Body member making the motion, may second a motion. Once a motion is seconded, it may be opened for discussion and debate.

(c) The Presiding Officer shall determine all points of order, subject to the right of any member to appeal to the majority Legislative Body.

(d) A Legislative Body member, once recognized, shall not be interrupted while speaking unless called to order by the Presiding Officer, unless a Point of Order is raisedby another Legislative Body member, or unless the speaker chooses to yield to questions from another Legislative Body member.

(e) Any Legislative Body member called to order while speaking shall cease speaking immediately until the question of order is determined. If ruled to be in order, the member shall be permitted to proceed. If ruled to be not in order, the member shall comply with ruling of the Presiding Officer.

(f) Legislative Body members shall accord the utmost courtesy to each other, to City or Legislative Body employees, and to the public appearing before the Legislative Body and shall refrain at all times from rude and derogatory remarks,

reflections as to integrity,abusive comments, and statements as to motives and personalities, which disrupt, disturb, or otherwise impede the orderly conduct of the Legislative Body meeting.

(g) Any Legislative Body member may move to require the Presiding Officer to enforce the rules and the affirmative vote of a majority of the Legislative Body shall require the member to so act.

(h) The members of the Legislative Body shall not engage in communicationsbetween themselves during the Legislative Body meeting (including breaks) regarding matters being considered on the agenda unless and until the Legislative Body has opened that agenda item. In order to minimize exposure to a Brown Act violation, Legislative Body members are discouraged from discussing any City business during breaks or before and after meetings; City business may only be discussed by a quorum of Legislative Body members when it is opened asa duly noticed agenda item.

(i) The members of the Legislative Body shall always be attentive and show respect to those addressing the Legislative Body provided that nothing shall prevent the enforcement of the rules of decorum herein.

(j) No Legislative Body member attending a meeting of another City commission or committee shall make any statement or, give the appearance or indicate in any way that they are representing the Legislative Body unless they have been authorized to do so bythe Legislative Body. When making a comment at such a meeting, the Legislative Body member should make it clear that they are speaking solely as an individual. Unless officially appointed toparticipate on a committee, Legislative Body members should make an effort not to insert themselves into or take positions on matters which will ultimately be decided upon by the Legislative Body.

(k) The Legislative Body may punish its own members for misconduct pursuant to Section 10.5.

10.2 Decorum and Order – Employees

(a) Members of administrative staff and employees of the Legislative Body shall observe the same rules of procedure and decorum applicable to Legislative Body members. The City Manager shall ensure that all staff and employees observe such decorum. Any staff members, including the City Manager, desiring to address the Legislative Body or members of the public shall first be recognized by the Presiding Officer. All remarks shall be addressed to thePresiding Officer and not to any individual Legislative Body member or member of the public.

(b) Questions of City staff and/or requests for follow-up or additional background information should be directed only to the City Manager, General Counsel, AssistantCity Manager, or Department Heads. The Office of the City Manager should be copied on any request, except those to the General Counsel. When in doubt about what staff contact isappropriate, Legislative Body members should ask the City Manager for direction. Materials supplied to a Legislative Body member in response to a request will be made

available to all members of the Legislative Body so that all have equal access to information.

(c) Legislative Body members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

10.3 Decorum and Order – Public

(a) Members of the public attending Legislative Body meetings shall observe the same rules of order and decorum applicable to the Legislative Body. All remarks and questions should be addressed to the Presiding Officer and not to any individual LegislativeBody member, staff member or other person.

(b) Any person conducting their public remarks or behavior before the Legislative Body in such a way as to actually cause disruption to the conduct of the meeting maybe removed from the room by the sergeant-at-arms as directed by the Presiding Officer. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar disruptive demonstrations shall not be permitted by the Presiding Officer, who may direct the sergeant-at- arms to remove such offenders from the room or call a recess of the meeting. Aggravated cases may be prosecuted on appropriate complaint signed by the Presiding Officer.

(c) Members of the public shall be allowed to video or audio record a public meeting unless such recording becomes an actual and unreasonable disruption to the Legislative Body's ability to carry-out the meeting.

10.4 Enforcement of Decorum

(a) The Banning Police Chief or designee shall be ex-officio sergeant-at-arms of the Legislative Body. He shall carry out all orders and instructions given him by the PresidingOfficer for the purpose of maintaining order and decorum in the Legislative Body meeting.Upon instructions from the Presiding Officer, it shall be the duty of the sergeant-at-arms to eject any unruly person from the Legislative Body meeting chamber or place him or her under arrestor both for conduct actually disrupting to the Legislative Body proceedings. Such person may bebarred from further participation in the meeting.

(b) Generally, if the Presiding Officer intends to eject a person for disruption of a meeting, a public warning should be issued. Examples of remarks or behavior that cause actual disruption of the Legislative Body proceedings include:

- Unauthorized remarks from the audience, stamping of feet, whistles, yells, outbursts, catcalls, cursing, applause, offensive or obscene gestures or similar demonstrations which disrupt, disturb, or otherwise impede the Legislative Body proceedings
- Interrupting speakers or speaking when not recognized
- Calling members of the audience names or threatening them
- Extended discussion of matters beyond the jurisdiction of the Legislative Body

- Physical threats to any person
- Shouting into the microphone
- Dumping objects on the floor of the chamber where the proceedingis held for symbolic or other reasons.
- Speaking beyond the time limits
- Being unduly repetitious

(c) Examples of non-disruptive conduct include:

- Silent gestures by members of the audience, such as a thumbs upor thumbs down or Nazi salute that are not otherwise disruptive of the meeting.
- Catcalls or booing during a time allowed for applause that does nototherwise disrupt the meeting.
- Criticisms of public officials or staff during a time reserved for public comment that does not otherwise violate Council proceduresand does not disrupt the meeting.

(d) As set forth in Government Code § 54957.9, in the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the Legislative Body members may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this Section. Nothing in this Section shall prohibit the Legislative Body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

10.5 Censure of Legislative Body Members

(a) It shall be a violation of this section for any sitting member of a Legislative Body to violate any general law or regulation, and any, rule, law, ordinance, or resolution of the City of Banning. It shall also be a violation of this section for any sitting member of a Legislative Body to violate an administrative policy of the City which has been adopted following a vote of the Legislative Body or the City Council on the matter and which by its terms is expressly made applicable to the Legislative Body.

(b) Any violation of the foregoing paragraph by a Legislative Body member may be punished through the administration of a public censure of the member by the member's Legislative Body. Such censure may be in addition to any other punishment applicable to the violation. For purposes of this section, "censure" shall mean the adoption of a motion setting forth a statement of disapproval of a Legislative Body member's conduct.

(c) When evaluating a request for defense made by the censured member in litigation arising from the censured conduct, the record of the censure shall be considered by the Legislative Body. Such record shall not be determinative. Failure of the Legislative Body to censure the conduct of a member does not constitute waiver of the Body's right to refuse to

defend the member in an action.

(d) A Legislative Body member may not be made the subject of a motion for censure without first being given notice of the violation and an opportunity to correct theviolation if it can reasonably be corrected. Upon a continued violation or failure to correct, the charged member shall be given notice and an opportunity to be heard as follows:

(i) Only a sitting member of the Legislative Body whose member commits the violation may initiate proceedings for the censure of one of its members.

(ii) Proceedings shall be commenced by the presentation of a written statement of charges to the subject Legislative Body member witha copy delivered concurrently to the Clerk/Secretary by the member initiating the charge. Initiation shall not require the prior approval of the Legislative Body. The statement of charges shall be given at least ten days prior to the meeting at which the censure motion is proposed to be brought. The notice shall contain, at a minimum, the designation of the specific rule, law regulation, etc. which the member is claimed to have violated and a statement of the date, place, and time at which the violation occurred. The statement shall further contain a description of the conduct of the member which is alleged to constitute the violation. The statementof charges shall be delivered to all other Legislative Body persons.

(iii) Within seven (7) days after delivery of the statement of charges, the charged member should deliver a written response to the other members of the Legislative Body unless the charged member chooses to defer to response to the hearing.

(e) The motion for censure shall be agendized and considered at the first regular meeting occurring 10 days following the delivery of the statement of changes to the member and Clerk/Secretary. The hearing may not be continued except upon the absence from the meeting of a member of the Legislative Body other than the member bringing the charge or the member who is the subject of the charge.

(i) The hearing shall be conducted in an open session by the PresidingOfficer unless the Presiding Officer is a party to the action, in which case the Vice Chair or some other member shall conduct theproceedings.

(ii) The hearing shall generally proceed by a reading of the charges by the charging member. The charging member may present witnesses; the charged member may answer in rebuttal; membersof the public may speak in favor or opposed to the charge; and the remaining members may speak to the charges in that order.

(iii) Passage of the motion for censure shall require a majority vote of the members of the Legislative Body. The voting members shall not go into closed session for deliberation.

(f) If the motion for censure does not pass the proceedings shall be at an end. A new motion for censure on the same grounds of violation may not thereafter be commenced against the same Legislative Body member for a period of 1 calendar year from date of the vote. However, new proceedings may be commenced on the same charges within the 1-year period onthe vote of 4 members of the Legislative Body.

(g) If the motion for censure does pass, such motion shall become a part of thepublic record a copy of which shall be made available upon demand to any member of the publicand notice of same shall be placed in the administrative file of the Legislative Body member.

10.6 Persons Authorized To Be Within Platform/Dais

No person except Legislative Body officials or authorized Legislative Body staff shall be permitted behind the Legislative Body dais without permission or consent of the Presiding Officer.

10.7 Personal Privilege

If a Legislative Body member is personally offended by the remarks of another member, the offended Legislative Body member should make notes of the actual words used and call for a"point of personal privilege" that challenges the other member to justify or apologize for the language used. The Presiding Officer will maintain control of this discussion. The right of a member to address the Legislative Body on a question of personal privilege shall be limited to cases in which his integrity, character, or motives are assailed, questioned, or impugned.

ARTICLE XI – PARLIAMENTARY PROCEDURES

11.1 Procedures In Absence Of Rules

(a) Unless otherwise specified in this Manual or by ordinance or resolution, meetings of the Legislative Body shall be conducted in accordance with the most recently revised edition of Robert's Rules of Order. In the event of any conflict between Robert's Rules and this Manual, the provisions of this Manual shall govern.

(b) Any provision of these rules not governed by the Government Code may be temporarily suspended by a two-thirds vote of all members of the Legislative Body. Such suspension may be moved at any time by a member. The vote on any such suspension shall be taken by yeas or nays and entered upon the record.

(c) Motions, motion procedures and precedence of motions shall be conductedin accordance with Exhibit “A” hereto.

11.2 Voting

(a) After a full opportunity for debate if it appears that there is a consensus of opinion among the members of the Legislative Body on the matter to be voted upon, thePresiding Officer may state the consensus of the Legislative Body and ask if there is any objection. If there is no objection, the consensus as so stated shall become the order of the Legislative Body. The Presiding Officer may also determine that a consensus exists following a call for a vote by any member of the Legislative Body by a Motion to Call the Question.

(b) Except as in Subsection (a) above, otherwise, all votes of the Legislative Body shall be taken by electronic vote. In the event the electronic voting machine is not functioning or otherwise unavailable, vote shall be by roll call vote. The order voting shall be alphabetical with the Presiding Officer voting last. The Clerk/Secretary shall call the names of all members seated when a roll call vote is ordered or required. Members shall respond 'aye', 'no' or 'abstain.' After every vote, the Legislative Body shall declare the result and, on all but consensus votes, shall note for the record the number of votes for or against the question. The ayes and noes shall be taken upon the passage of all ordinances and resolutions and entered uponthe official record of the Legislative Body.

11.3 Votes Needed

(a) Usually, in the absence of a contrary statutory provision (such as urgency measures), a majority of a quorum which constitutes a simple majority of the Legislative Body may act for that body. However, resolutions, orders for the payment of money, and all ordinances require a recorded majority vote of the total membership of a Legislative Body.

(b) State law may dictate certain instances in which the number of votes required is greater than a majority of all Legislative Body members. As a matter of convenience,questions on which the voting requirement is varied by the State statutes and these rules, include,without limitation, the following:

(i) Levying Taxes - Ordinances providing for the Assessment andcollection of taxes require the approval of two-thirds of the members of the whole Council.

(ii) Assessment - Assessments require a two-thirds vote of the whole Council.

(iii) Bonds and Certificates of Participation - Authorizing these financial instruments the issuing requires a two-thirds vote of the total Council.

(iv) Eminent Domain - The exercise of Eminent Domain requires a two-thirds vote of the total Council.

(v) Certain Parliamentary Motions – Motions requiring a

supermajority vote are noted in the Motions Chart attached hereto.

(c) Any official with a conflict of interest is not counted for purposes of establishing a quorum, and must not vote on, make, participate in any way in, or attempt to influence the decision. A Legislative Body member abstaining on any other grounds than a conflict under the Political Reform Act shall be counted as present for purposes of a quorum and such abstentions are counted with the majority. The Legislative Body member who leaves the dais solely to avoid participating in a specific item shall, in absence of a conflict, be counted as ifthey were present but abstaining and such abstentions are also counted with the majority.

(d) Reconsider

Any Legislative Body member who voted with the majority may move to reconsider any action at the same meeting or, within sixty (60) calendar days, request in writing to the Clerk/Secretary that it be agendized for consideration at the following meeting, provided that reconsideration shall not be permitted where a party other than the City has acted in reliance on the Legislative Body's action and would be substantially prejudiced by such reconsideration.The Clerk shall apprise the City Attorney of any facts constituting substantial prejudice and may rely upon the determination of the City Attorney. In the event that the subject of the reconsideration is a motion that failed as the result of a tie vote, any Legislative Body member who voted against the earlier motion may move for reconsideration at the following meeting. The member seeking reconsideration must have the matter agendized unless the motion will be made at the same meeting where the original action was taken. If the motion to reconsider passes, then the original item may be reconsidered at that time or agendized for the next meeting which meets any applicable noticing requirements. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent of the Legislative Body.

11.4 Tie Votes

Tie Votes shall be lost motions unless an additional Motion is made which obtains a majority vote to break the tie. When all Legislative Body members are present, a tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal. In such case the findings in support of the decision shall be those of the lower body. If a tie vote results at a time when less than all members of the Legislative Body are present, the matter shall automatically be continued to the agenda of the next regular meeting of the Legislative Body, unless otherwise ordered by the Legislative Body.

11.5 Abstentions

Members of the Legislative Body are discouraged from abstaining from a vote for reasons other than a legally-disqualifying, financial conflicts of interest. However, if a member chooses to abstain from voting as a result of what he/she perceives as a personal or non-financial conflict of interest, the member may do so after stating for the record the nature of the perceived conflict. In the event of such a perceived conflict (as opposed to a legally disqualifying conflict), the member is not required to leave the dais.

(a) A Legislative Body member shall generally express their positions on all matters except those where they are required to abstain due to legally recognized conflict of interest.

(b) A Legislative Body member who has appealed the action of any person or body of the City on a matter which does not constitute a conflict of interest for the member underany law, may participate in the hearing on the appeal, unless there is clear and convincing evidence that such member is not objective or the member feels that they are unable to remain neutral, or as may be otherwise advised by the General Counsel. Notwithstanding any contrary provisions herein, in bringing an appeal, the Legislative Body member need not give reasons for making the appeal.

(c) A Legislative Body member may abstain from action on a matter where inthe member's opinion, there might be a public perception that participation in the discussion or decision would be inappropriate even though the member has no disqualifying financial interest within the meaning of FPPC rules and regulations.

11.6 Votes Of Members Previously Absent

(a) A Legislative Body member who was not present at a meeting should generally not vote on the approval of minutes for that meeting, but the voting on such minutes shall have no effect on the validity of the minutes.

(b) A Legislative Body member may vote on a continued item after an absence from the earlier public hearing of the matter if, prior to the vote, the member affirms on the record that they have familiarized themselves with the record of the earlier meeting and are prepared to vote on the issue. If the member shall abstain from the vote, the member shall be counted towards the quorum on the issue and the abstention shall be counted with the vote of the majority of the quorum.

(c) The forgoing shall not apply to the matter of a vote on the minutes of a meeting at which the member was not in attendance. In that instance, the member abstaining on the grounds of non-attendance at the meeting to which the minutes pertain shall not be counted towards the quorum on the issue and the abstention shall not be counted with the votes of the majority of the quorum.

11.7 Appeals by Members of Legislative Body

Except where otherwise provided, a member of the Legislative Body shall be deemed an interested person in any matter by a subordinate body and shall have standing to appeal to the Legislative Body any decision by a Sub-Legislative Body, or any determination made by any official of City by filing a written appeal. The appeal shall not state any grounds for the appeal and the resulting hearing shall be *de novo*. The appeal must be filed within 10 days of the making of the decision being appealed and shall be filed with the Clerk/Secretary who shall give written notice to the applicant and provide written notice to other persons as required for the original action. The hearing shall be held at the first regular meeting of the Council for which notice can be legally given. No appeal fee shall be required to be paid for such appeals.

11.8 Findings and Decisions

Decisions of a Legislative Body, when acting as a quasi-adjudicative body (public hearings) should be framed in terms of "findings" of fact, potentially relevant conclusions of law,and ultimate decisions showing the basis for the decision and the nexus between the findings, theconclusions, and the decision. The Legislative Body members must consider any legally- mandated findings applicable to a matter and consider the evidence presented to them in light of such findings in making their decisions.

ARTICLE XII- PROCEDURES FOR CONSIDERATION OFDEMANDS FOR CORRECTIVE ACTION

12.1 Requirement of Written Demand

Prior to any person commencing a judicial action for injunction or mandamus to declare any action taken by the Legislative Body void because of failure to observe Brown Act requirements, such person must first serve upon the Clerk/Secretary a written demand clearly describing the challenged action, the nature of the claimed violation, and the corrective action sought. Such demand must be served upon the Clerk/Secretary within ninety (90) days of the alleged violation or thirty (30) days if the action was taken in open session but in violation of § 54952.2 of the Government Code. Failure to serve any such demand within this thirty (30) day period shall result in the loss of any right to challenge any action alleged to have been taken in violation of §§ 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 of the Government Code.

If the written demand is timely served, the Legislative Body has up to thirty (30) days to cure and correct its action. If the Legislative Body does not act, any lawsuit must be filed within the next fifteen (15) days.

12.2 Consideration of Corrective Action

Upon receipt of such a demand, consideration of the demand shall immediately be placed on the agenda for the next meeting of the Legislative Body. If the demand is received less than72 hours prior to the time set for the next meeting, the Legislative Body may determine that the notice constitutes the initiation of litigation, and that the need to take action on the threatened litigation arose subsequent to the posting of the agenda and may consider it at that meeting pursuant to Article VI Section 9, above. A description of any item so placed on the agenda shall include both consideration of the demand, and the possibility of corrective action by the Legislative Body.

In considering such demands, the Legislative Body shall first determine by motion whether to reconsider the prior action. The motion to reconsider shall be in order as long as made by a party on the prevailing side. If no motion to reconsider is carried the Clerk/Secretary shall inform the demanding party in writing of the Legislative Body's decision not to cure or correct the challenged action. (See, § 11.4 hereof.)

12.3 Implementing Corrective Action

If a motion to reconsider passes, the Presiding Officer may entertain a motion to take corrective action. Any motion taking corrective action shall address the concerns raised in the consideration of corrective action. The motion taking corrective action may include a motion to rescind prior action taken, as appropriate. Passage of a motion to rescind invalidates prior action only as of the time of the passage of the motion, and not from the date of the initial action. A motion implementing corrective action resulting from a written demand is out of order if the action complained of: (i) was in connection with the sale or issuance of notes, bonds, or other evidence of indebtedness, or any contract, agreement, or incident thereto; (ii) gave rise to a contractual obligation upon which a party has, in good faith, detrimentally relied; or (iii) was taken in connection with the collection of any tax.

In any event, the Legislative Body shall notify the party making the demand in writing of its decision to take corrective action and shall describe any corrective action taken. This notice shall be given to the demanding party as soon as possible after the meeting, but in no event more than 30 days after receipt of the demand.

ARTICLE XIII – MISCELLANEOUS

13.1 Interpretation

This Manual shall be liberally construed to effectuate its purpose and no ordinance, resolution, proceeding or other action of the Legislative Body shall be invalidated, or the legality thereof otherwise affected by the failure or omission of the Legislative Body to technically comply with, observe or follow the within rules. The City Council may, by resolution, adopt further rules of interpretation or practice.

13.2 Amendments

This Manual may be amended from time to time as necessary by resolution passed by a majority vote of the City Council at any regular or special meeting, provided that no such amendment shall be adopted unless at least seven days' written notice thereof has been previously given to all Legislative Body members serving the City. Such notice shall identify the section or sections of the Manual proposed to be amended.

13.3 Power to Issue Subpoenas

The Legislative Body may issue subpoenas requiring attendance of witnesses or production of books or other document for evidence or testimony any action or proceeding pending before it. (Gov't Code Section 37104.) Subpoenas shall be signed by the Presiding Officer and attested by the Clerk. They may be served as subpoenas are in civil actions.

EXHIBIT A
Chart of Motions

1. Motions listed in order of precedence

MOTION	YOU SAY THIS	May you interrupt the speaker?	Do you need a second?	Is it debatable ?	Can it be amended ?	What vote is needed?	Can it be reconsidered?
Adjourn meeting	"I move to adjourn."	No	Yes	No	No	Majority	No
Call an intermission[1]	"I move to recess for…"	No	Yes	No	Yes	Majority	No
Register a complaint	"I rise to a question of privilege"	Yes	No	No	No	None	No (usually)
Temporarily suspend consideration of an issue[2]	"I move to table the motion"	No	Yes	No	No	Majority	No
Close debate	"I move the previous question"	No	Yes	No	No	2/3	No, unless the vote on question has not been taken
Limit or extend debate	"I move that the debate be limited [or "extended"] to…"	No	Yes	No	Yes	2/3	Yes
Give closer study of something[3]	"I move to refer the motion to the committee"	No	Yes	Yes	Yes	Majority	Yes, unless the board has already taken up the subject
Amend a motion	"I move to amend the motion by…"	No	Yes	Yes	Yes	Majority	Yes
Motion to continue to a certain time	"I move that the motion be continued to…"	No	Yes	Yes	No	Majority	Yes
Introduce business (bring a main motion)	"I move that [or "to"]..."	No	Yes	Yes	Yes	Majority	Yes

[1] Should specify period of recess.
[2] A motion to take up a matter previously tabled must be made at the same meeting as the motion to table, If not, the motion tabled dies.
[3] May contain specific instructions for board members and a date fir certain for reconsideration, If not date is not certain, restored by a motion to take up matter previously tabled" which is permissible in this case even if not same or next meeting,

2. Incidental Motions – no order or precedence. Arise incidentally and decided immediately.

MOTION	YOU SAY THIS	May you interrupt the speaker?	Do you need a second?	Is it debatable?	Can it be amended?	What vote is needed?	Can it be reconsidered?
Protest breach of rules (i.e., Point of Order)[4]	"I rise to a point of order…"	Yes	No	No	No	None	No
Motion to appeal the ruling[5]	"I appeal from the decision of the Presiding Officer [or "Chair"]"	Yes	Yes	Yes	No	Majority	Yes
Suspend rules temporarily	"I move to suspend the rules so that …"	No	Yes	No	No	2/3	No
Avoid considering an improper matter	"I object to the consideration of the question…"	Yes	No	No	No	2/3	No, only if the main question or motion was not in fact considered
Divide motion	"I move to divide the question"	No	Yes	No	Yes	Majority	No
Parliamentary law question	Parliamentary inquiry	Yes, if urgent	No	No	No	None	No
Motion to depart from the agenda	"I move to consider matter […] out of order"	No	Yes	Yes	Yes	Majority	Yes
Take up matter previously tabled[6]	"I move to take from the table …"	No	Yes	No	No	Majority	No
Cancel or change previous action[7]	"I move to rescind/amend something previously adopted…"	No	Yes	Yes	Yes	2/3 or majority with notice	No
Reconsider motion	"I move to reconsider the vote on…"	Yes	Yes	Only if motion is debatable[8]			

[4] Decision of the Presiding Officer is final, unless overturned by motion to appeal the ruling.
[5] Presiding Officer may participate in debate, Negative or tie vote sustains ruling.
[6] A motion to take up a matter previously tabled must be made at the same meeting as the motion to table. If not, the motion tabled dies.
[7] Does not void action *ab initio*, only from point of rescission. Motion is out of order if relates to contract upon which another party has detrimentally relied, relates to issuance of bonded indebtedness, or relates to the collection of any tax.
[8] Cannot be made on a quasi judicial matter or matters required a noticed public hearing. Can only ne made by a member who voted with the previously prevailing side, May be made at the same meeting or a subsequent meeting subject to the same restrictions as a motion to rescind.

EXHIBIT B

CITY MEETING
PRESENTATION POLICY
FOR THE
CITY OF BANNING

EXHIBIT B

BANNING CITY COUNCIL MEETING PRESENTATION POLICY

City Council presentations are for providing information to the Mayor and Council, City management, and the community about activities of interest and value including:

- Activities, events, and infrastructure projects relating to the City.
- Honors and celebrations for organizations, corporations and residents related to Banning.
- Honors and celebrations for organizations, corporations and resident which reflect theirservice to the Banning community.
- Honors and recognitions for City staff for outstanding service or commitment to theCity's mission and goals.
- Please note this is not the appropriate time to seek funds from the City and/or endorsements from City Council or discuss politics.

Presentation Length
All presentations are to be no more than five minutes in length; this is to include all speakers for the group being recognized.

Presentation Schedule
City Council begins at 5:00 p.m. with an invocation and pledge to the American flag followed bypresentations. All honorees or groups are to arrive no later than 4:45 p.m.

Presentation Location
Presentations take place in the Council Chambers inside Banning City Hall located at 99 E. Ramsey Street. Parking is available in the Police Department parking lot located at 125 E. Ramsey Street (just off Hays Street) adjacent to the Council Chambers, or in the City Hall parking lot located at the corner of Hays and San Gorgonio.

Presentation Technical Support
The City has the capability to display PowerPoint (or equivalent) during the presentation. If a PowerPoint is to be used during the presentation:

- The PowerPoint is to be no more than 10 slides with limited text; and
- To be submitted to the City Clerk's Office no later than the Thursday prior to thescheduled Tuesday City Council meeting (2nd and 4th Tuesdays of the month).
  - PowerPoints are subject to editing for appropriateness.
  - PowerPoints which do not meet these standards will not be used.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Emery Papp, Senior Planner** **David Newell, Community Development Director**
MEETING DATE:	**October 8, 2024**
SUBJECT:	**Discussion of the Topics Covered at the August 8, 2024 General Plan Advisory Committee Meeting**

RECOMMENDATION:

Receive, File, and Discussion Only.

BACKGROUND:

The General Plan Advisory Committee (GPAC) was established by City Council on March 9, 2021 upon adoption of Resolution 2021-11 (attached), to provide community-based support and oversight associated with the ongoing City of Banning General Plan Update. The GPAC is comprised of the following membership: two members of the City Council, two members of the Planning Commission, two members of the Banning Chamber of Commerce (one board member and one non board member); one representative from the Riverside Chapter of the Building Industry Association (BIA); and two long-time and permanent residents of the City who are not members of any of the groups referenced above. The current focus of the GPAC is the completion of updates to the Land Use Element and the Circulation Element. Upon completion of the GPAC's review and critique, City staff will bring forth for City Council's consideration a series of changes to the City's Land Use Designations and Roadway alignments necessary to accommodate existing and future growth.

The issues that were discussed at the last GPAC meeting held on August 8, 2024, are summarized in the attached Agenda and PowerPoint presentations and include:

Land Use Summary. Staff presented the final draft proposed Land Use Map and explained that the City will not consider any further land use amendments at this time as it was imperative for the traffic consultant to begin their study and analysis of the land plan and its impact Vehicle Miles Traveled (VMT) and Level of Service (LOS). Any further changes to the proposed Land Use map would further delay the traffic impact analyses currently underway by the traffic consultant, Urban Crossroads.

Circulation Study/Proposed Truck Route. The GPAC discussions included proposed roadway classifications and revised cross-sections for key road segments throughout the City. Many of the new cross-sections include implementation of the City's Complete Streets program. The proposed truck route map was recommended for change to remove the designation for truck parking along Joshua Palmer Road. Future circulation infrastructure improvements discussed include the possibility of an overcrossing for Interstate 10/Union Pacific Railroad at Highland Home Avenue, and the realignment of the existing east Ramsey Street on- and off-ramp configuration to a new location at Cottonwood Avenue.

Next Steps. City staff continues to meet weekly with the General Plan consultant, CASC Engineering,

since the contract with CASC was renewed earlier this year. This joint effort has been to finalize maps and exhibits, create policies and programs for the focused update, and develop a format and templates to present the information as hard copies and as a web-based document. The next GPAC meeting has not yet been scheduled, but is anticipated to be held after the traffic studies are complete. Once the GPAC has had an opportunity to review the results and recommendations of the traffic consultant, the final draft General Plan Update documents will be prepared for public hearings. Staff anticipates public hearings to begin at the end of the first quarter of 2025.

JUSTIFICATION:

A General Plan Update requires public input to vet critical decisions regarding future land uses, street circulation, and broad-based goals with implementing policies and programs. As community stakeholders, the GPAC provides input over a wide range of recommendations for issues including but not limited to: Land Use Changes, Land Use Policy; Land Use Density; Housing stock and type of housing; and achieving internal consistency with the other adopted elements of the General Plan. To achieve this end, the GPAC membership provides feedback from stakeholders and provides direction to staff on key areas to be considered for the Land Use and Circulation Element updates to the General Plan.

FISCAL IMPACT:

No Fiscal Impact, the GPAC members serve in a volunteer capacity and donate their time to the ongoing update effort. The contract with CASC Engineering has already been budgeted.

ALTERNATIVES:

None

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. 2021-11.pdf
2. GPAC Meeting Agenda (08-08-24).pdf
3. GPAC 8-8-2024.pptx

RESOLUTION 2021-11

A RESOLUTION OF THE CITY OF BANNING, ESTABLISHING THE FORMATION OF, AND SOLICITING APPLICATIONS FOR, A GENERAL PLAN ADVISORY COMMITTEE (GPAC) TO FACILITATE THE UPDATE OF THE 2021 FOCUSED GENERAL PLAN UPDATE

WHEREAS, the previous General Plan Update was adopted in 2006, by the Banning City Council.

WHEREAS, substantial changes have occurred since 2006 that resulted in a deficient and out-of-date land use guidance document.

WHEREAS, the City of Banning is experiencing a renaissance in development patterns, land use densities, jobs-housing balance, and establishment of new economic markets.

WHEREAS, the General Plan has been amended over a dozen times, by individual project development proposals that inconsistencies in land use patterns and transitions between land use designations have become fractured and disjointed over the past 15 years.

WHEREAS, the City's current economic development goals would greatly benefit by updating the Land Use and Circulation Elements of the General Plan.

WHEREAS, the Community Development Department released a Request for Proposal (RFP) on July 22, 2020 where three firms downloaded the RFP and two firms submitted responsive and responsible proposals.

WHEREAS, the City established an evaluation team, drawn from three separate city departments (including Community Development) reviewed both proposals.

WHEREAS, on September 8, 2020, the evaluation team selected CASC Engineering and Consulting, Inc. as the most qualified and responsive firm to support City staff is drafting the Focused General Plan Update and its corresponding environmental (CEQA) document.

WHEREAS, City staff request the Council establish the GPAC for the 2021 Focused General Plan Update and solicit applications for no more than ten (10) members of bona fide stakeholder groups, to assist and facilitate the public and stakeholder input into the Update.

WHEREAS, the Council will appoint members to the GPAC at a subsequent meeting and where their term will expire upon adoption of the General Plan Update

Resolution by the City Council.

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

SECTION 1. The Banning City Council adopts Resolution 2021-11 establishing the General Plan Advisory Committee and soliciting applications for no more than ten (10) members to serve through the adoption of the General Plan Update.

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 9th day of March 2021.

Colleen Wallace, Mayor
City of Banning, California

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 City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2021-11 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 9th day of March 2021 by the following vote, to wit:

AYES: Council Members Hamlin, Happe, Sanchez, Mayor Wallace

NOES:

ABSTAIN:

ABSENT: Council Member Pingree

Laurie Sampson, Acting Deputy City Clerk
City of Banning, California

General Plan Advisory Committee (GPAC) Agenda #4

Date: August 8th	Start Time: 11:00am	End Time: 1:00pm	Location: Lg. CF/via Zoom

Committee Members	*Organization*		*Staff*	*Position*
Richard Krick (Chair)	Planning Commission		Vacant	CD Director
Robert Wilcox	Planning Commission		Serita Young	City Attorney
Alberto Sanchez (Mayor)	City Council		Steven Flower	ACA
Colleen Wallace (Mayor Por Tem)	City Council		Emery Papp	Senior Planner
Mike Taylor	BIA (TriPointe)		Kristine Gutierrez Mary Yaryan	Ops. Manager Assoc. Planner
Matt Jordan/Jason Holt (Alt.)	BIA (Div. Pacific)		Sandra Calderon	P. Coordinator
Robert Sibole	Chamber Member		Marisol Lopez	ED Manager
Laura Leindecker	Chamber Member		Emery Papp	Senior Planner
Frank Diaz Jr.	Resident		Mary Yaryan	Assoc. Planner
Cindy Barrington	Resident		Frank Coyle	S. Consultant
			Danielle Ornelas	Project Manager
			Ben Hamada	GIS Analyst

Join Zoom Meeting
https://us02web.zoom.us/j/81546079568?pwd=Ukd5OTdlVkMxOUFKdUF4ME55S1NhZz09
Meeting ID: 815 4607 9568
Passcode: 486525

1) **Roll Call:**

2) **Review Comments/Changes:**
   a. *PowerPoint Presentation*
      1. *Land Use Summary (Papp)*
      2. *Truck Route Summary (Smith)*
      3. *Special Studies (Papp)*
      4.

3) **Commissioner Comments:** (Chair Krick to Lead)
   a. *Affirmation of recommended land use/zoning changes*
   b. *Discussion of proposed truck route modifications*
   c. *Open Discussion/Round Table*

4) **Project Schedule/Timing:**
   a. *Director Report on GPAC to September 4th Planning Commission Agenda*
   b. *GPAC Report to City Council on a future Agenda TBD*

5) **Action Items/Next Steps:**
   a. *Next GPAC Meeting to be held after Traffic Studies are complete*
   b. *Public Hearing Schedule to be finalized after new CDD*

6) **Closing Remarks**

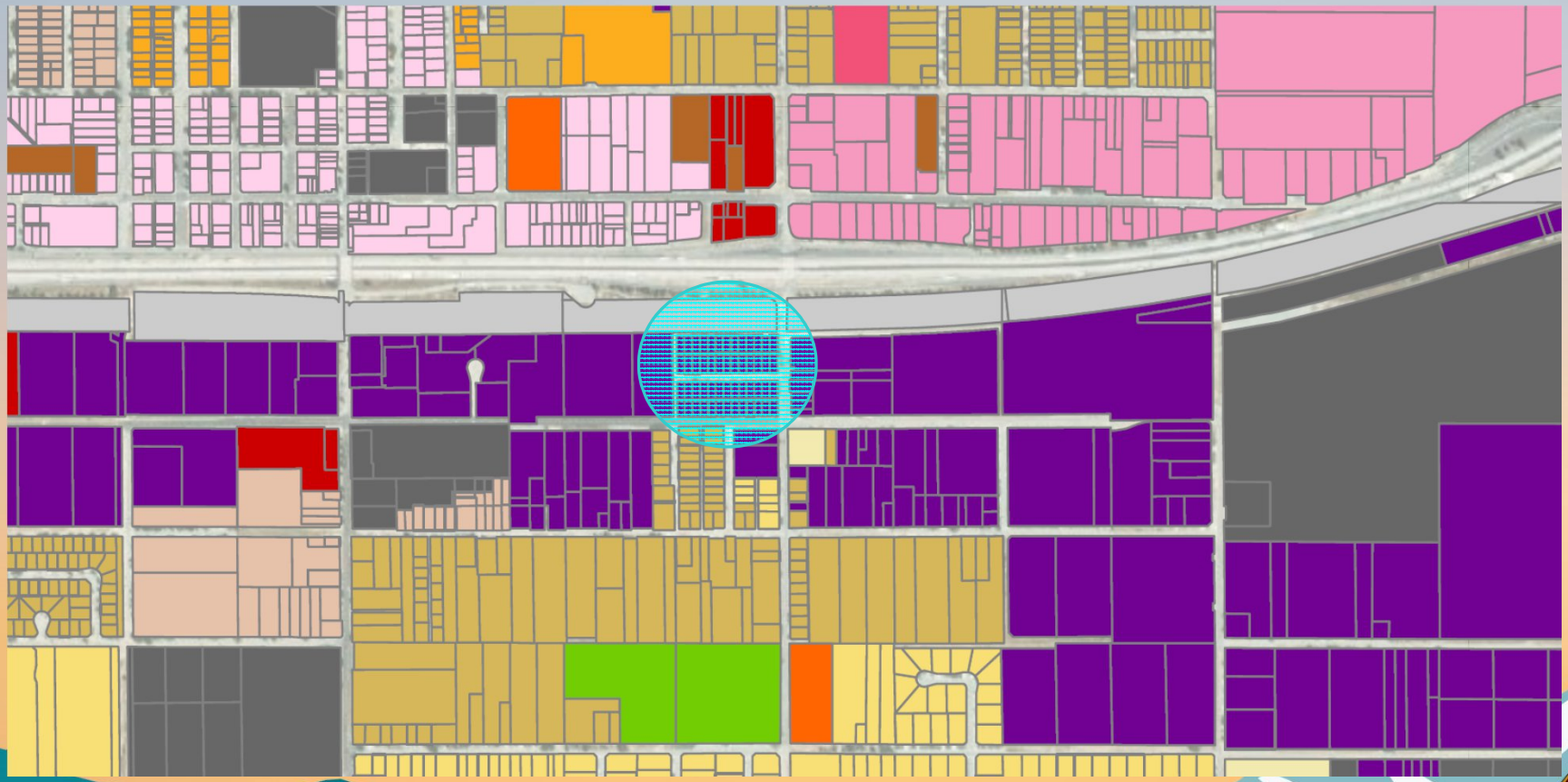
GENERAL PLAN ADVISORY COMMITTEE (GPAC): AUGUST 8, 2024

Date: August 8th	Start Time: 11:00am	End Time: 1:00pm	Loc: Lg. CF/Zoom

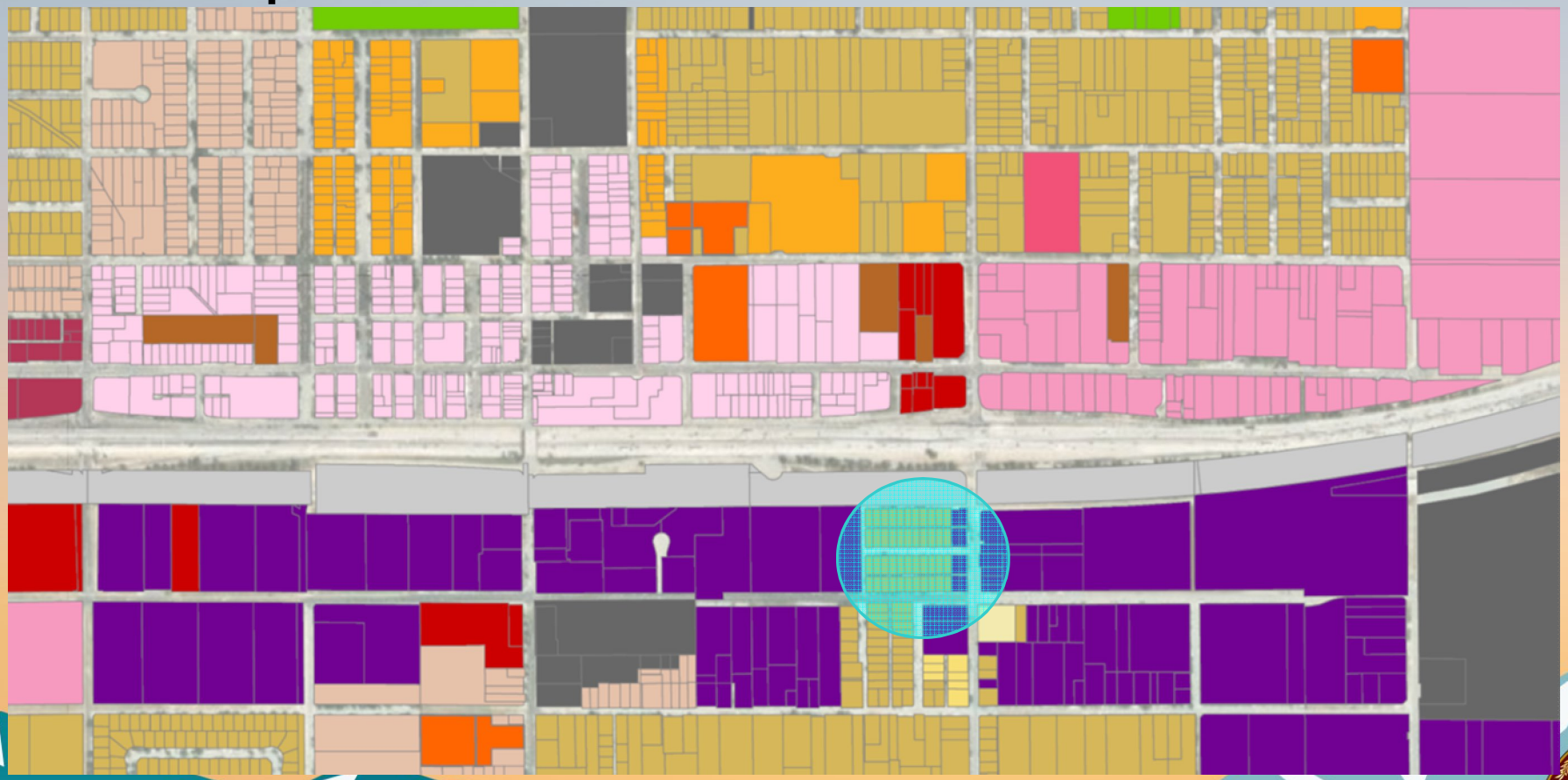
Committee Members	*Organization*		*Staff*	*Position*
Richard Krick (Chair)	Planning Commission		Vacant	CD Director
Absent (Vice-Chair)	Planning Commission		Serita Young	City Attorney
Alberto Sanchez (Mayor)	City Council		Steven Flower	ACA
Colleen Wallace (Mayor Por Tem)	City Council		Emery Papp	Senior Planner
Mike Taylor	BIA (TriPointe)		Kristine Gutierrez Mary Yaryan	Operations Manager Assoc. Planner
Matt Jordan/Jason Holt (Alt.)	BIA (Div. Pacific)		Sandra Calderon	P. Coordinator
Robert Sibole	Chamber Member		Marisol Lopez	Economic Development Mgr/
Laura Leindecker	Chamber Member		Emery Papp	Senior Planner
Frank Diaz Jr.	Resident		Mary Yaryan	Associate Planner
Cindy Barrington	Resident		Frank Coyle	S. Consultant
			Danielle Ornelas	Project Manager
			Ben Hamada	GIS Analyst

Join Zoom: https://us02web.zoom.us/j/83632895407?pwd=b3BxRVQ4MDJNLzJSY2piYVd5clpnQT09

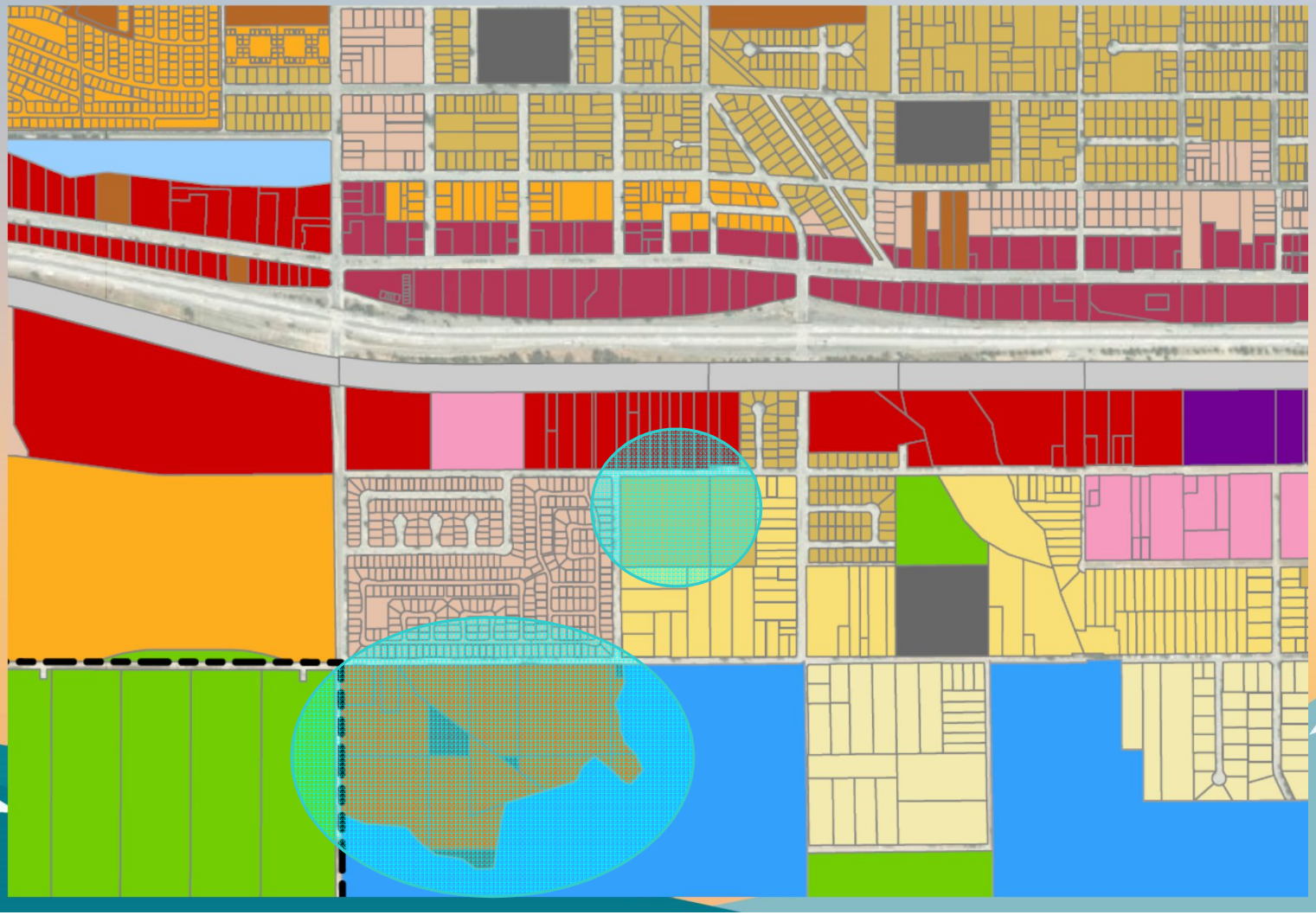
Land Use Recap



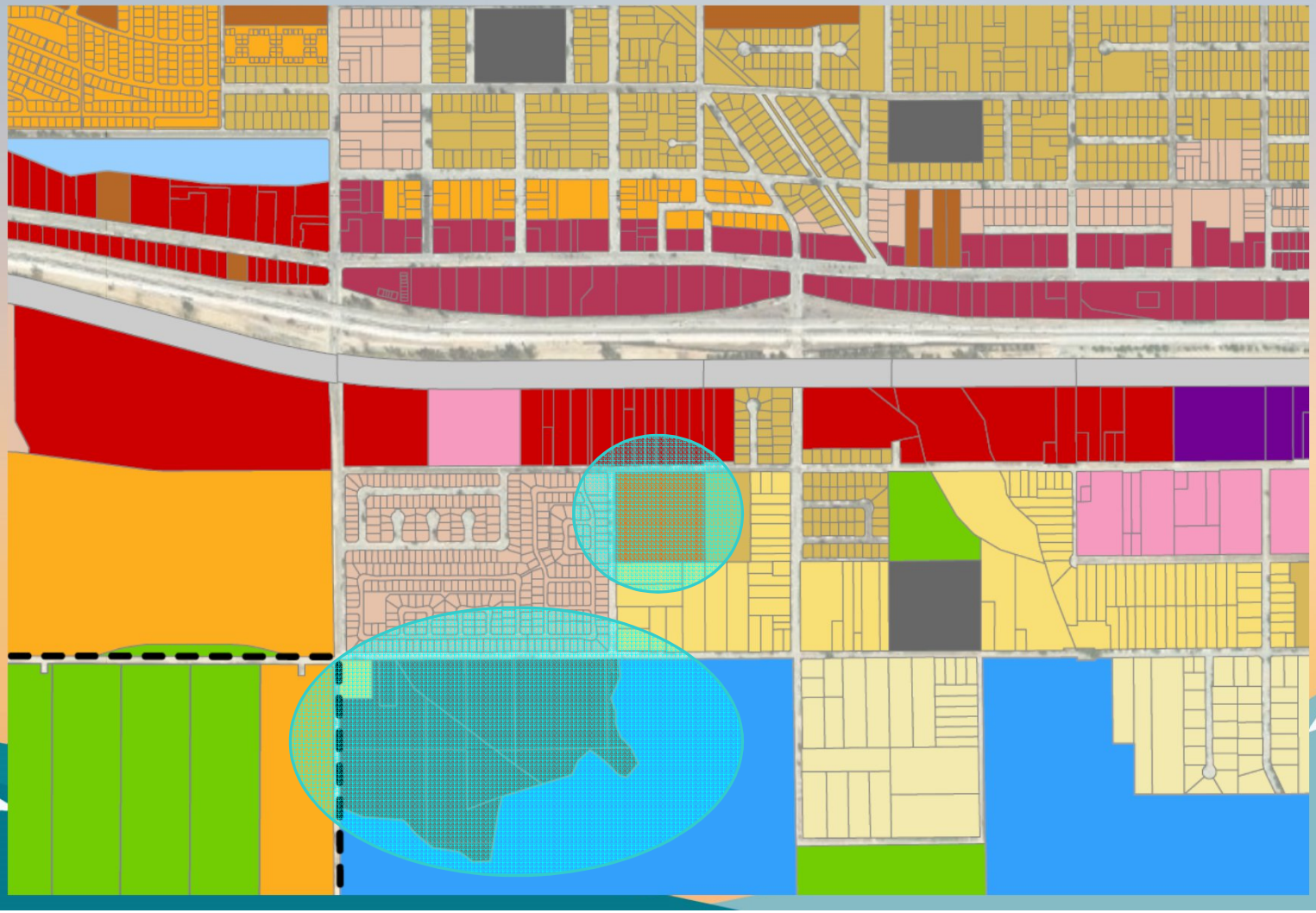
Updates & Revisions



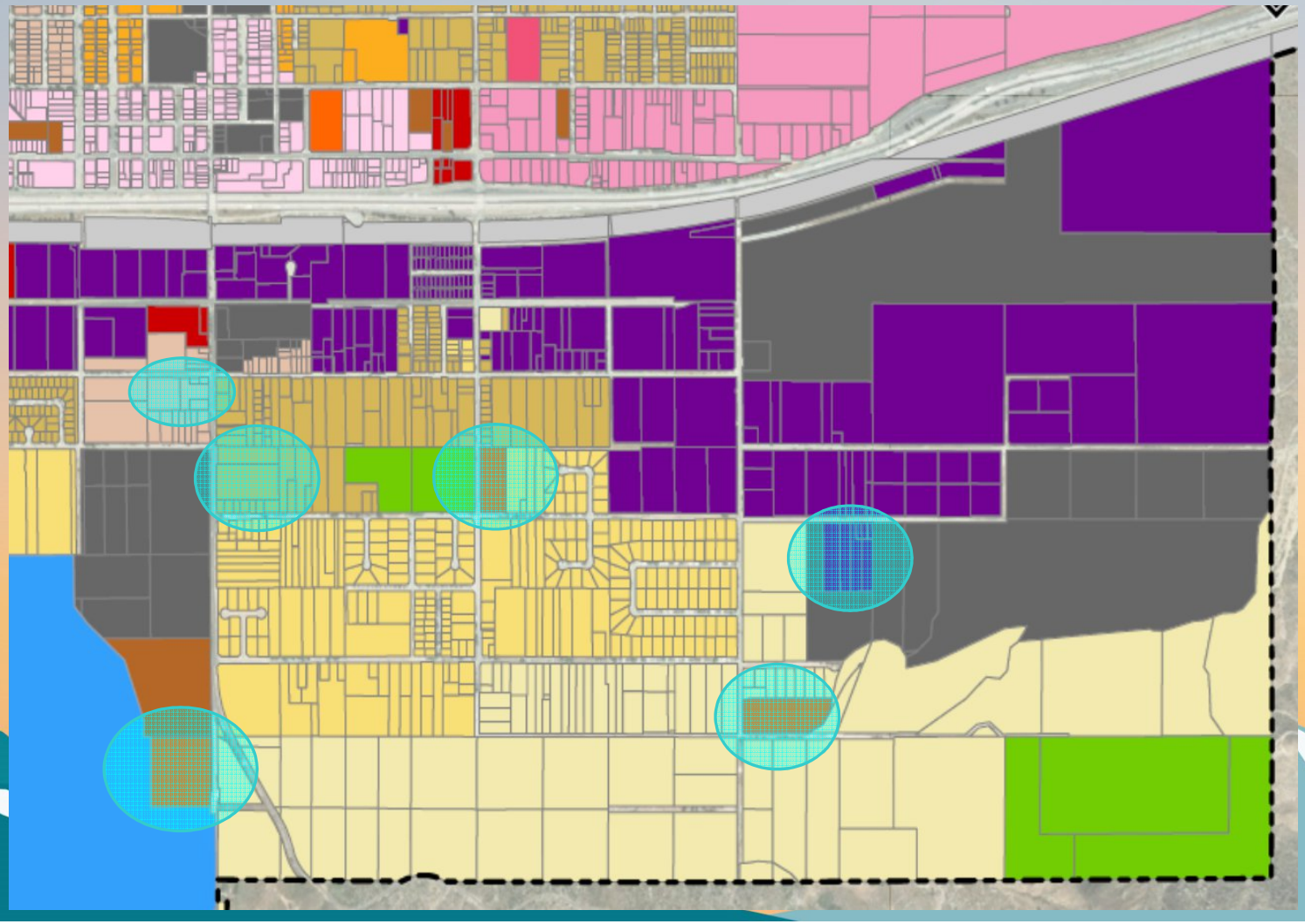
Updates & Revisions



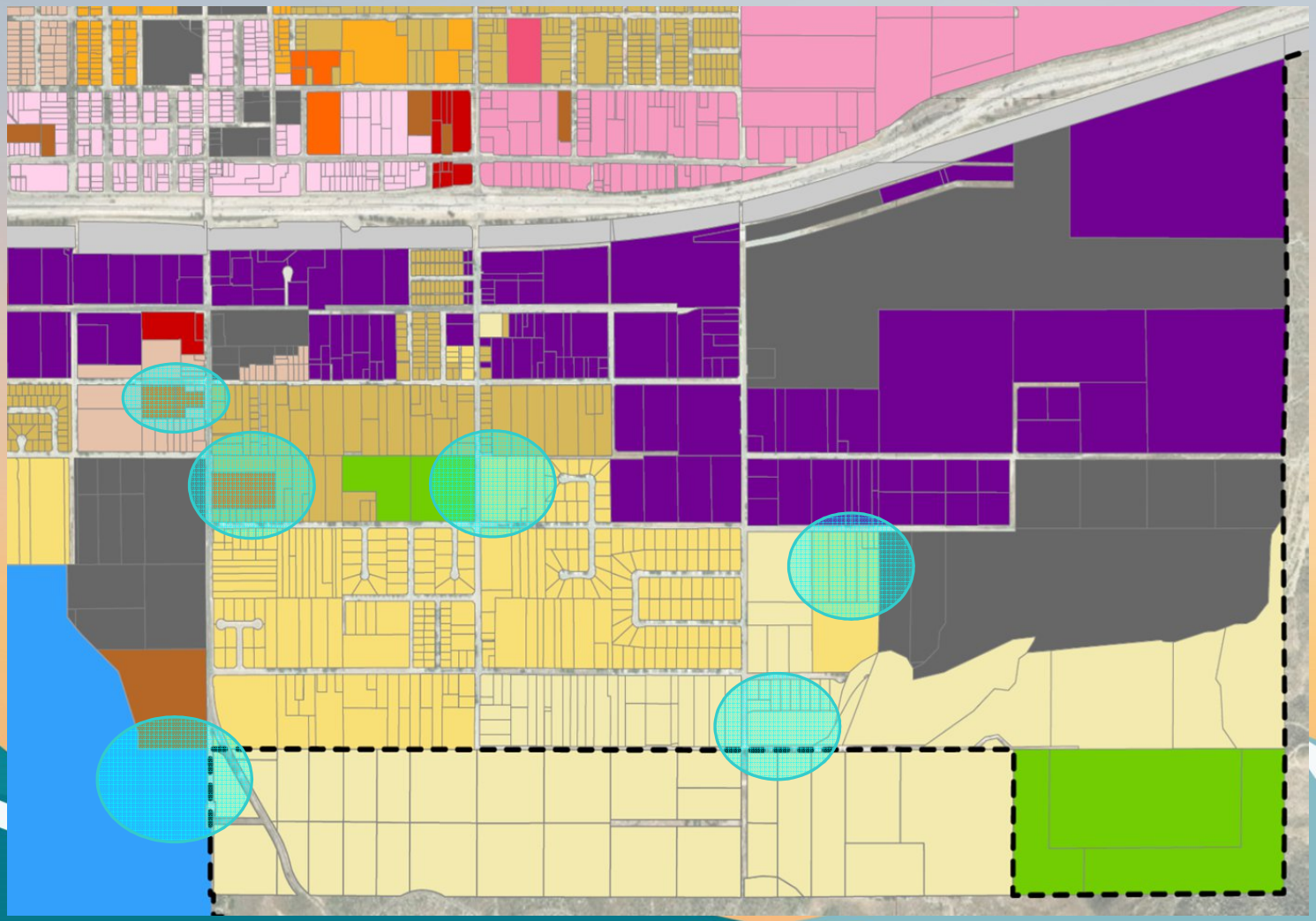
Updates & Revisions



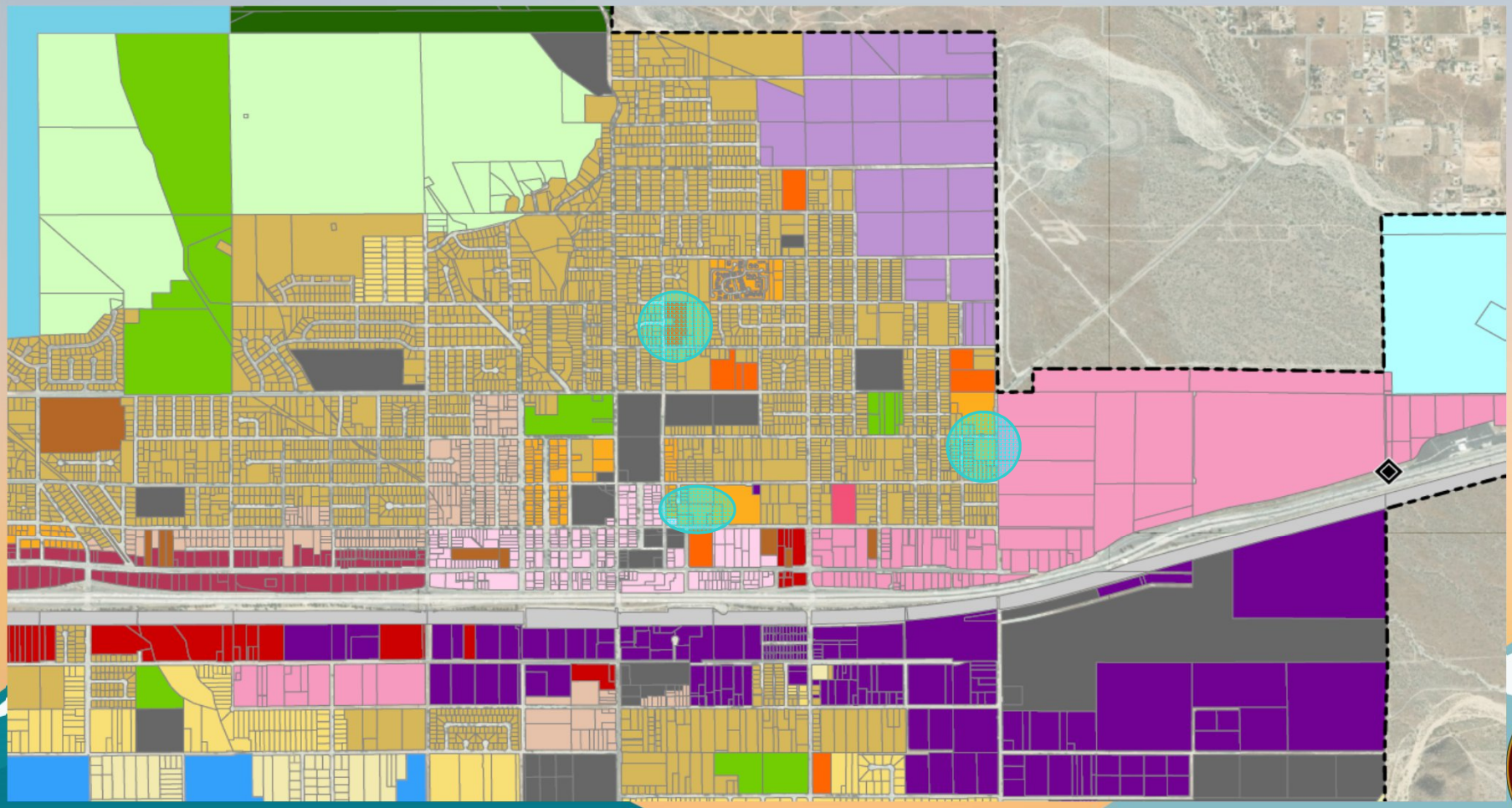
Updates & Revisions



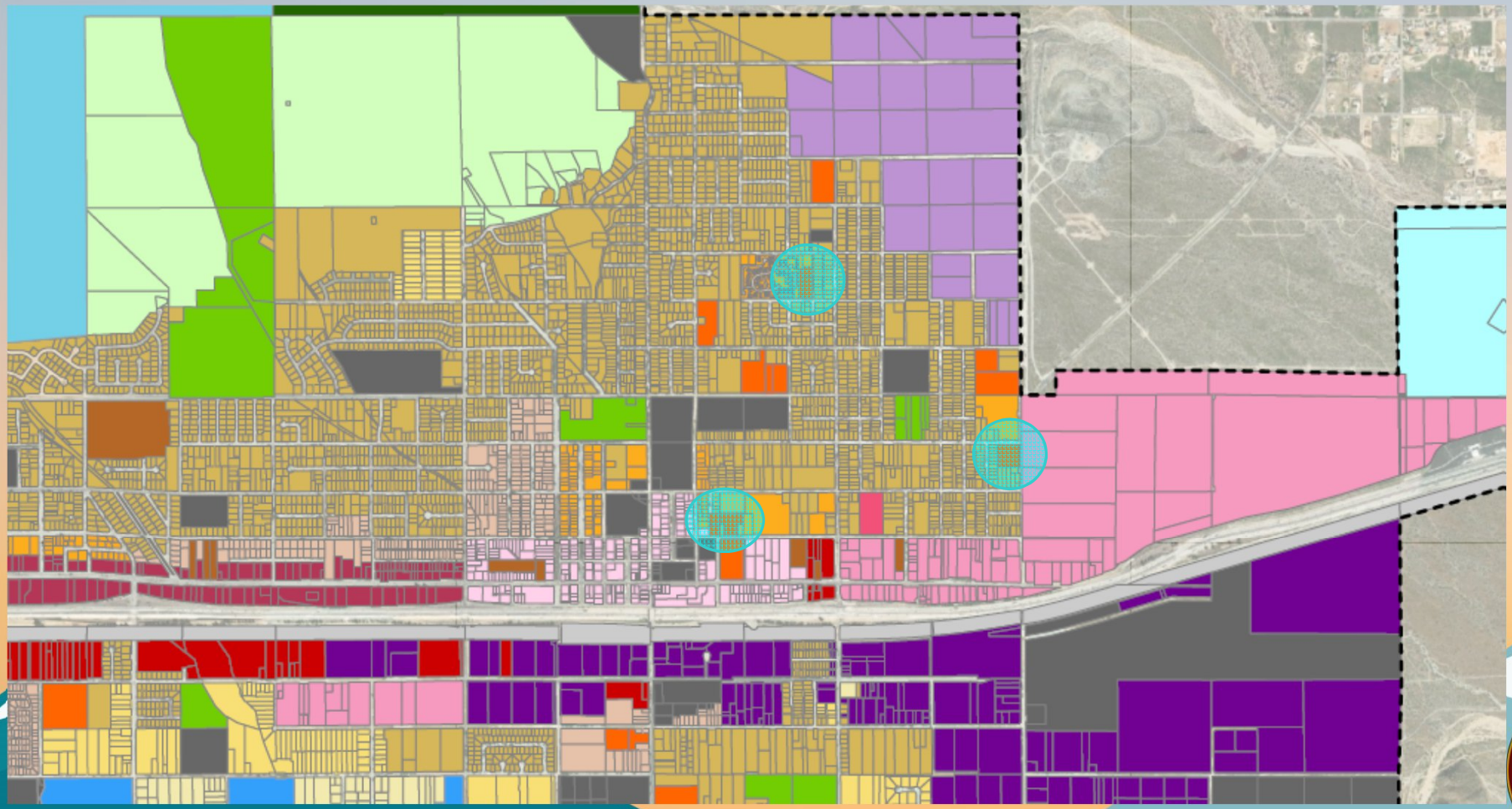
Updates & Revisions



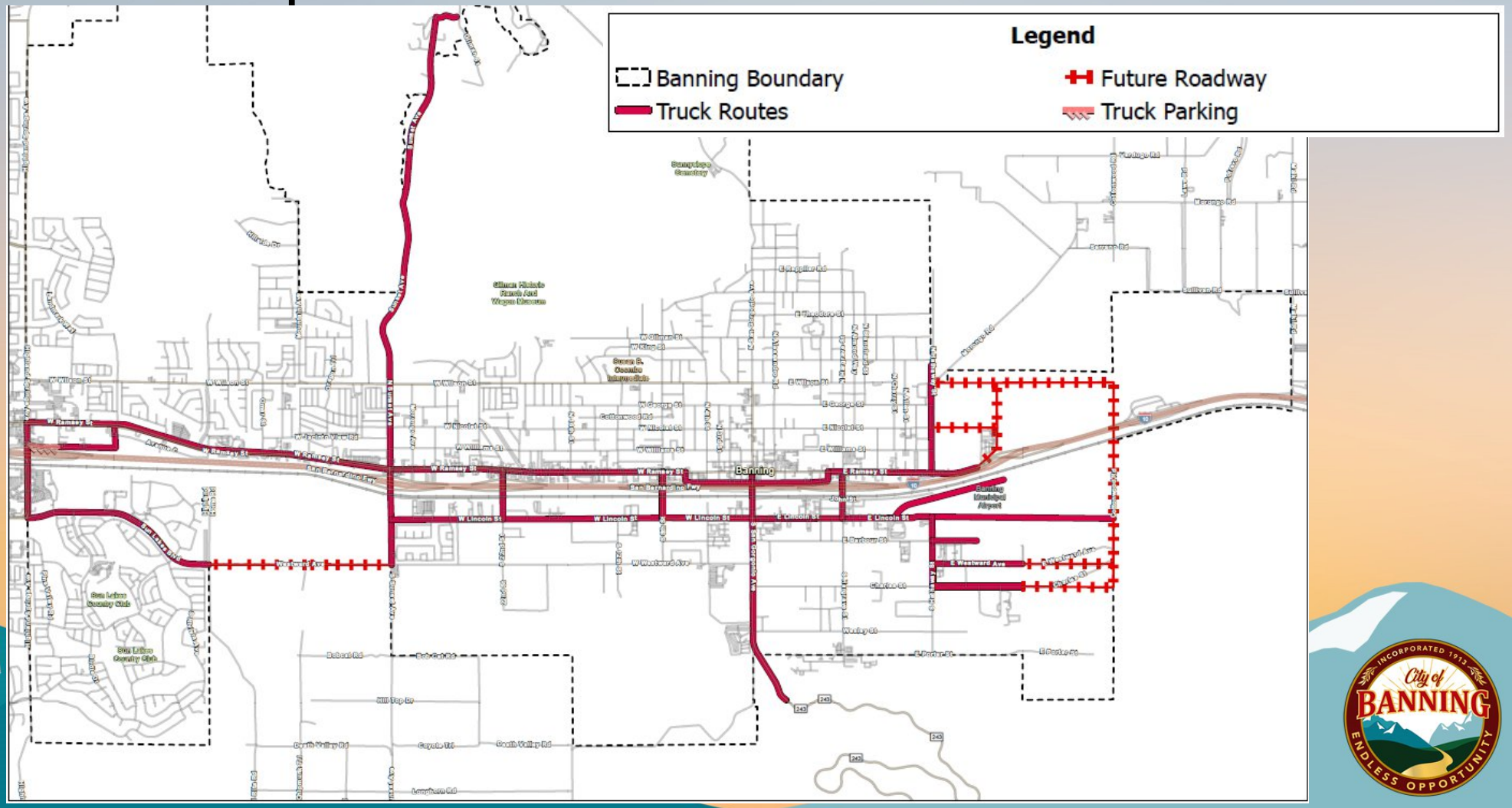
Updates & Revisions



Updates & Revisions



Proposed Truck Route & Revisions



Recommended Street Classification Revisions

Orange = Increase in Street Classification

Blue = Decrease in Street Classification

Street Name	Segment of Street (Location)	Existing Street Classification	Proposed Street Classification	Notes
Highland Springs Ave	Sun Lakes Blvd. to Potrero Blvd.	Urban Arterial Highway	Major Highway	
Highland Springs Ave	Potrero Blvd. to City southern boundary	Local Street	Major Highway	
"F' St	Highland Springs Ave. to Highland Home Rd.	Undefined	Divided Collector	Pardee Butterfield Specific Plan
"H" St	Highland Springs Ave. to Highland Home Rd.	Undefined	Divided Collector	Pardee Butterfield Specific Plan
"B" St	"H" St. to "C" St.	Undefined	Divided Collector	Pardee Butterfield Specific Plan
"C" St	"H" St. to Wilson St.	Undefined	Divided Collector	Pardee Butterfield Specific Plan
"A" St	Highland Springs Ave. to 'B" St	Undefined	Divided Collector	Pardee Butterfield Specific Plan
Highland Home Rd	Ramsey St. to Sun Lakes Blvd./Westward Ave.	Major/Arterial Highway	Secondary	
Mesa St	Bluff St. to Sunset Ave.	Undefined	Collector	
Sunset Ave	Lincoln St. to Westward Ave.	Secondary	Arterial Highway	
22nd St	Ramsey St. to Lincoln St	Secondary	Arterial Highway	
22nd St	Lincoln St. to Westward Ave.	Collector (Divided/Undivided)	Major Highway	
22nd St	Westward Ave. to Victory Ave.	Collector (Divided/Undivided)	Arterial Highway	
22nd St	Victory Ave. to Bob Cat Rd.	Collector (Divided/Undivided)	Undefined	Realigned and becomes RSG Parkway; Rancho San Gorgonio Specific Plan
Rancho San Gorgonio Parkway	Victory Ave. to Westward Ave.	Undefined	Arterial Highway	Rancho San Gorgonio Specific Plan
"A" St	Westward Ave. to "A" St.	Undefined	Collector	Rancho San Gorgonio Specific Plan
"A" St	"A" St. to 22nd St.	Undefined	Divided Collector	Rancho San Gorgonio Specific Plan
"B" St	"D" St. to "C" St.	Undefined	Collector	Rancho San Gorgonio Specific Plan
"C" St	Rancho San Gorgonio Parkway to San Gorgonio Ave	Undefined	Divided Collector	Rancho San Gorgonio Specific Plan
"D" St	Sunset Ave. to City southern boundary	Undefined	Collector	Rancho San Gorgonio Specific Plan
8th St	Lincoln St. to Westward Ave.	Secondary	Arterial Highway	
8th St	Westward Ave. to Bob Cat Rd.	Secondary	Undefined	Realigned and becomes RSG Parkway; Rancho San Gorgonio Specific Plan

Recommended Street Classification Revisions

Street Name	Segment of Street (Location)	Existing Street Classification	Proposed Street Classification	Notes
San Gorgonio Ave	Wilson St. to Ramsey St.	Secondary	Divided Collector	
San Gorgonio Ave	Ramsey St. to Lincoln St.	Secondary	Major Highway	
San Gorgonio Ave	Lincoln St. to Porter St.	Major/Arterial Highway	Divided Collector	
Hargrave St	Ramsey St. to Lincoln St.	Major/Arterial Highway	Urban Arterial Highway	
Hargrave St	Lincoln St. to Barbour St.	Secondary	Arterial Highway	
Hargrave St	Barbour St. to Westward Ave.	Secondary	Major Highway	
Hargrave St	Westward Ave. to Charles St.	Secondary	Divided Collector	
Hargrave St	Charles St. to Porter St.	Secondary	Collector	
Hathaway St	Ramsey St. to Lincoln St.	Secondary	Undefined	
Hathaway St	Charles St. to Porter St.	Secondary	Collector	
O'Donnell St	Wilson St. to Ramsey St.	Undefined	Divided Collector	
Cottonwood Rd	Wilson St. to Ramsey St.	Secondary	Arterial Highway	
Cottonwood Rd	Westward Ave. to Charles St.	Major/Arterial Highway	Secondary	
Cottonwood Rd	Charles St. to Porter St.	Major/Arterial Highway	Collector	
Cottonwood Rd	Porter St. to City boundary	Secondary	Undefined	
Wilson St	8th St. to Hargrave St.	Major/Arterial Highway	Divided Collector	
George St	Sunset Ave. to 20th St.	Collector (Divided/Undivided)	Local Street	
Nicolet St	Mc Govern Ave. to Sunset Ave.	Local Street	Collector	
Nicolet St	Hathaway St. to O'Donnell St.	Undefined	Divided Collector	
Ramsey St	8th St. to Hargrave St.	Major/Arterial Highway	Divided Collector	
Freeway Frontage	Sunset Ave. to 22nd St.	Undefined	Freeway Frontage	
Freeway Frontage	8th St. to Hargrave St.	Undefined	Freeway Frontage	
Barbour St	16th St. to 8th St.	Local Street	Collector	
Charles St	San Gorgonio Ave. to Hargrave St.	Local Street	Collector	
Charles St	Hargrave St. to Cottonwood Ave.	Local Street	Divided Collector	
Victory Ave	22nd St. to Lovell St.	Local Street	Divided Collector	
Wesley St	8th St. to Hathaway St.	Collector (Divided/Undivided)	Local Street	
Bobcat Rd	Sunset Ave. to San Gorgonio Ave.	Secondary	Local Street	Realigned and becomes "D" St.; Rancho San Gorgonio Specific Plan
Porter St	San Gorgonio Ave. to Cottonwood Ave.	Secondary	Collector	

Thank you!

Staff is Available for Questions

Contact Information

Emery J. Papp

Senior Planner

(951) 922-3152

epapp@banningca.gov

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Laurie Sampson, Assistant City Manager** **Doug Schulze, City Manager**
MEETING DATE:	**October 8, 2024**
SUBJECT:	**Receive and File Opportunity Village Project Update**

RECOMMENDATION:

Receive and File

BACKGROUND:

Opportunity Village is funded through a combination of grant funds and Housing Funds.
On January 11, 2022, City Council approved Resolution 2022-04 Declaring a Shelter Crisis Pursuant to Government Code Section 8698.2. Staff was given direction to seek any grant funding available for these purposes and to expend City Housing Funds to address the homeless crisis in the City of Banning.
The City was able to obtain ESG-CVII (Emergency Service Grant) funds in the amount of $175,000 specifically to help defray the cost of personnel and $175,000 to help offset the cost of security for the Village. The terms of these grants were met, and the City was reimbursed the complete $350,000. In addition to the grant funds $1,209,604 in Housing funds were designated for this project for a total budget of $1,559,604. The Grants Manager continues to seek funds for the homeless in a very competitive environment.
In August 2023, the City was awarded a grant from Cal ICH Encampment Resolution Fund Round 2 (Cal ICH ERF-2) in the amount of $980,461. The use of these funds is specific and must be approved by Cal ICH prior to spending. Quarterly Reports are required to determine funds are being spent appropriately and timely. Conditions include grant funds be 100% committed and 50% spent by June 30, 2024. The budget and projects for this grant is included with this report as an attachment.

JUSTIFICATION:

Year one of Opportunity Village was a heavy investment in capital improvements. The day-to-day operations is considerably less as shown in FY 2023/2024. With the laws regarding the handling of the homeless changing rapidly the situation will continue to be a challenge for our community and all communities in California. Since opening Opportunity Village the staff has interfaced with over 200 homeless individuals. Of these 200, 140 has enrolled in Opportunity Village. 76% of these have successfully entered rehabilitation programs, been rehoused, reunited with families or have returned to their original cities. The current count of homeless in Banning is 127.

FISCAL IMPACT:

Project HA2201

Year	Amount Spent
2022/2023	$1,098,201.60
2023/2024	$ 188,900.05

2024/2025 $ 12,962.83
Balance Available: $259,539.52
Total Opportunity Village Payroll
9/21/2021 through 9/15/2024 $580,501.54

Cal ICH ERF-2 Grant Project Code HA2401 $980,461.00
Year Amount Spent 2023/2024 $504,230.64
2024/2025 $ 13,257.67
Balance Available: $462,972.69

ALTERNATIVES:

Receive and File

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. 1. CC Resolution No. 2022-004.pdf
2. Shelter Expenses Tracking FY2023.pdf
3. Shelter Expenses Tracking FY2024.pdf
4. Shelter Expenses Tracking FY2025.pdf
5. Cal ICH ERF-2 Funding Budget.pdf
6. Cal ICH ERF-2 Expenditure Tracking.pdf
7. Opp Village_All Wages_09.20.2021-09.15.2024.pdf

RESOLUTION 2022-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, DECLARING A SHELTER CRISIS PURSUANT TO GOVERNMENT CODE SECTION 8698.2

WHEREAS, California Government Code Section 8698 *et seq.* authorizes state and local government agencies to declare a shelter crisis if a significant number of persons in the jurisdiction are without the ability to obtain shelter, resulting in a threat to their health and safety; and

WHEREAS, the point-in-time count performed in January 2019 indicated that there were 2,811 sheltered and unsheltered homeless adults and children in Riverside County, a 21% increase from 2018, and 39 unsheltered individuals in Banning; and

WHEREAS, the point-in-time count performed in January 2020 indicated that the number of sheltered and unsheltered homeless adults and children in Riverside County had increased to 2,884 persons, a 3% increase from 2019, and the number of unsheltered individuals in Banning had increased to 43; and

WHEREAS, the County was not able to perform its annual point-in-time count in January 2021 due to the ongoing COVID-19 pandemic, but COVID-driven loss of employment and income has led to increases in the number of people experiencing housing insecurity or homelessness across the nation and within the State of California; and

WHEREAS, individuals who are living without shelter are at increased risk of exacerbating existing health conditions and developing new health conditions, due to increased exposure to communicable diseases such as COVID-19, violence, and temperature extremes or other adverse weather conditions; heightened stress; the difficulty of maintaining a healthy diet; and inadequate access to sanitation facilities, healthcare, and other services; and

WHEREAS, in April 2020, the City established the Ramsey Street Village, a City-operated non-congregate shelter for homeless individuals that was comprised of twenty pallet shelters and could accommodate as many as forty residents; and

WHEREAS, in December 2020 the Ramsey Street Village sustained a catastrophic fire that destroyed the shelters and displaced all residents; and

WHEREAS, the City currently lacks other shelter options for the residents displaced from Ramsey Street Village or others without shelter in the City; and

WHEREAS, the City Council of the City of Banning finds that the number of persons experiencing homelessness in the City is significant, and these persons are without the ability to obtain shelter.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City Council finds and determines that this Resolution is statutorily exempt from CEQA pursuant to Government Code Section 8698.4(a)(4), which provides that CEQA shall not apply to actions by a city to lease, convey, or encumber land owned by the city, or to facilitate the lease, conveyance, or encumbrance of land owned by the city for, or to provide financial assistance to, a homeless shelter constructed or allowed thereunder.

SECTION 3. The City Council declares that a shelter crisis pursuant to Government Code Section 8698.2 exists in the City of Banning.

PASSED, APPROVED AND ADOPTED this 11th 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 2022-04, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 11th day of January 2022 by the following vote, to wit:

AYES: Council Members Hamlin, Happe, Wallace, and Mayor Pingree.

NOES:

ABSENT: Council Member Sanchez.

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

Bryant Street Homeless Shelter (Opportunity Village) 810-9700-490.90-59 PROJECT CODE HA2201

2022-2023

SET UP AND ONE TIME EXPENSES:

PO	Vendor	Amount	Paid	Description	Project	Check #	Cleared	Appropriations		
31510	So Cal West Coast Electric	$ 81,256.00	**$ 81,256.00**	Electric to Trailers and Shelters	Yes	**183618**	**X**	01BAJ2201	$ 231,383.00	
31451	C.S. Legacy	$ 288,523.80	**$ 272,023.80**	Fencing Project	No	**183401**	**X**	01BAJ2206	$ 100,000.00	2022-04
			$ 4,246.20	Fencing Project	No	**184342**	**X**	04BAJ2022	$ 303,897.00	
			$ 8,000.00	Fencing Project	No	**185008**	**X**	06BAJ2022	$ 175,000.00	ESGCV11
			$ 4,253.80	Fencing Project	No	**185008**	**X**	06BAJ2203	$ 244,944.00	
								06BAJ2204	$ 79,968.00	
31506	Jorgenson Lockers	$ 4,067.65	**$ 4,067.65**	Lockers	Yes	**183341**	**X**	06BAJ2205	$ 81,256.00	
31500	The Park Catalog	$ 12,342.77	**$ 12,342.76**	Picnic Tables	Yes	**183225**	**X**	06BAJ2206	$ 57,736.00	
31501	National Restroom Trailers	$ 92,263.00	**$ 39,983.75**	Restroom Trailer	Yes	**183181**	**X**	7/1/2022	$ 281,174.00	ENC/BUDADJ
			$ 6,147.75	Deposit on upgrades	Yes	**184202**	**X**	7/1/2022	$ 4,246.00	ENC/BUDADJ
			$ 46,131.50	Restroom Trailer	Yes	**185742**	**X**			
31488	Home Depot	$ 3,216.98	**$ 3,216.98**	Trash Enclosures	Yes	**183661**	**X**			
31486	Amazon	$ 527.30	**$ 527.30**	Umbrellas	Yes	**182999**	**X**		**$ 1,559,604.00**	
31340	Pallet SPC	$ 231,382.95	**$ 114,993.98**	Pallet Shelters	Yes	**182428**	**X**			
			$ 114,993.97	Pallet Shelters	Yes	**183607**	**X**			
31835	Pallet SPC	$ 151.94	**$ 151.94**	Fire Extinguisher/Lights	Yes	**183840**	**X**			
31835	Pallet SPC	$ 448.25	**$ 448.25**	Replacement AC Unit	Yes	**183840**	**X**			
31836	Pallet SPC	$ 177.79	**$ 177.79**	Replacement Door Latches	Yes	**183840**	**X**			
31903	Cherry Valley Nursery	$ 3,291.76	**$ 3,291.76**	Landscape	Yes	**184351**	**X**			
31903	Cherry Valley Nursery	$ 50.63	**$ 50.63**	Replacement Plant	Yes	**184351**	**X**			
32032	Blais & Associates	$ 11,408.00	**$ 5,704.00**	Encampment Grant Funding	Yes	**186134**	**X**			
			$ 5,704.00	Encampment Grant Funding	Yes	**186380**	**X**			
31790	Cybertime Network	$ 1,500.00	**$ 1,500.00**	Internet Data Feed	Yes	**183493**	**X**			
32347	Precision Material Handling	$ 6,384.19	$ 6,384.19	Storage Container	Yes	**188166**	X			
		$ 736,993.01	**$ 735,598.00**							
	RECURRING CHARGES									
31783	Williams Scotsman	$ 63,470.18	$ 62,754.95	Office/Security Trailers Lease	Yes	Tab B				
31502	Good Guard Security	$ 223,676.00	$ 215,208.00	Security Services/ 1 Year	Yes	Tab B				
DP	City of Banning	$ 10,108.29	$ 10,108.29	Utilities	Yes	Tab B				
31744	Diamond Environmental	$ 10,438.90	$ 10,438.90	Portable Restrooms	Yes	Tab B				
DP	A.C. Propane	$ 4,150.26	$ 4,150.26	Propane	Yes	Tab B				
32046	Faith in Action	$ 104,000.00	$ 28,222.77	Wrap Around Services	Yes	Tab B				
31837	Precision Material Handling	$ 3,600.00	$ 3,600.00	Storage Container Rent	Yes	Tab B				
	Direct Staff Salaries	$ 12,831.90	$ 12,831.90	Staff Salaries	Yes	06PYR2202				
		$ 432,275.53	**$ 347,315.07**							

Expenses

Date	Vendor	Invoice #	Amount	Description	Project #	Check #	
4/30/2022	Press Enterprise	11524860	**$ 53.08**	IFB22-010/Fencing Project	Yes	**182835**	**X**
6/13/2022	Beaumont Do It Best	515774	**$ 19.92**	Locks	Yes	**183009**	**X**

6/13/2022	Beaumont Do It Best	515769	$	**102.05**	Locks and Chains	Yes	**183009**	**X**
6/13/2022	Beaumont Do It Best	515772	$	**10.44**	Chain	Yes	**183009**	**X**
6/14/2022	Beaumont Do It Best	515836	$	**17.40**	92" G30 Chain	Yes	**183009**	**X**
6/21/2022	Beaumont Do It Best	516125	$	**7.71**	Single Sided Key	Yes	**183560**	**X**
6/22/2022	Home Depot	4010438	$	**347.35**	2x4, shims	Yes	**183586**	**X**
7/1/2022	Core & Main	R124295	$	**882.73**	Sewer Connection	No	**184077**	**X**
7/1/2022	Core & Main	R124243	$	**645.82**	Sewer Connection	No	**184077**	**X**
7/1/2022	Amazon	1CPX-PDTL-KKCL	$	**301.53**	Pet Waste Station	No	**184057**	**X**
7/6/2022	Home Depot	0011788	$	**24.51**	Washers, Anchors. Straps	Yes	**183586**	**X**
7/6/2022	Home Depot	0011796	$	**78.46**	Straps, Strip Loads, Drive Pins	Yes	**183586**	**X**
7/6/2022	Home Depot	CR Cards June 22	$	**414.90**	Sewer Laterals	Yes	**Credit Card**	
7/6/2022	Beaumont Safe & Lock	0072680	$	**4.29**	Duplicate Keys	Yes	**184160**	**X**
7/6/2022	Beaumont Safe & Lock	0072702	$	**85.77**	Duplicate Keys	Yes	**184160**	**X**
7/7/2022	Beaumont Do It Best	516737	$	**75.40**	9 Volt Batteries	Yes	**183560**	**X**
7/11/2022	Beaumont Do It Best	516841	$	**40.92**	AA Batteries	Yes	**183560**	**X**
7/12/2022	Beaumont Do It Best	516890	$	**(75.40)**	9 Volt Batteries	Yes	**183560**	**X**
7/14/2022	Beaumont Safe & Lock	72689	$	**13.94**	Duplicate Keys	Yes	**184160**	**X**
7/18/2022	Beaumont Do It Best	517124	$	**13.50**	Single Sided Key	Yes	**183560**	**X**
7/19/2022	Home Depot	7013052	$	**93.95**	Drive Pin, Hose Shut off, Straps	Yes	**183586**	**X**
7/19/2022	Beaumont Do It Best	517159	$	**11.84**	Hose Shut off Valve	Yes	**183560**	**X**
7/19/2022	Beaumont Do It Best	517186	$	**43.08**	027 Yellow Loads	Yes	**183560**	**X**
7/20/2022	Vista Paint	2022-632074-00	$	**872.06**	Red Curb Paint	Yes	**183631**	**X**
7/20/2022	Beaumont Do It Best	517199	$	**24.91**	Rigid 2 hole strap	Yes	**183560**	**X**
7/21/2022	Beaumont Do It Best	517263	$	**12.77**	Screws	Yes	**183560**	**X**
7/21/2022	Beaumont Do It Best	517264	$	**5.96**	Screws	Yes	**183560**	**X**
7/21/2022	Beaumont Do It Best	517266	$	**31.09**	Paint Bucket, Knit Cover,	Yes	**183560**	**X**
7/25/2022	Beaumont Do It Best	517416	$	**11.57**	Single Sided Key	Yes	**183560**	**X**
7/25/2022	Amazon	1GKM-M63X-CRJK	$	**282.29**	Printer	Yes	**183554**	**X**
7/25/2022	Knox Rapid Access	860487	$	**221.97**	Knox Padlock	Yes	**Credit Card**	**X**
7/25/2022	Knox Rapid Access	860473	$	**614.19**	Knox Box	Yes	**Credit Card**	**X**
7/25/2022	Smart & Final	98842	$	**78.63**	Water/Supplies	Yes	**Credit Card**	**X**
7/26/2022	Beaumont Do It Best	517440	$	**10.76**	Hardware	Yes	**183560**	**X**
7/27/2022	Beaumont Do It Best	517494	$	**190.55**	Cleaning Supplies	Yes	**185884**	**X**
8/1/2022	Beaumont Safe & Lock	71637	$	**17.15**	Duplicate Keys	Yes	**184160**	**X**
8/1/2022	Amazon	3365040	$	**205.07**	Cleaning Supplies	Yes	**Credit Card**	**X**
8/2/2022	Amazon	1GQM-XV3W-DHYP	$	**254.94**	Mailbox, post, and bracket	No	**183554**	**X**
8/3/2022	Harbor Freight	15714	$	**114.08**	Tools	Yes	**Credit Card**	**X**
8/4/2022	Beaumont Do It Best	517828	$	**12.79**	Irrigation Supplies	Yes	**183560**	**X**
8/9/2022	Webstaurant Store	77509187	$	**115.47**	Cigarette Disposal	Yes	**Credit Card**	**X**
8/9/2022	Beaumont Do It Best	518006	$	**48.47**	Flexible Drain Brush	Yes	**185214**	**X**
8/9/2022	Beaumont Do It Best	518013	$	**10.76**	Corner Braces	Yes	**185884**	**X**
8/17/2022	Safety Network Traffic Signs	TS-15061	$	**477.33**	Authorized, No Loitering, Rules	No	**184127**	**X**
8/17/2022	Safety Network Traffic Signs	TS-15063	$	**209.04**	No Dumping, Emergency Exit	Yes	**183854**	**X**
8/23/2022	Beaumont Do It Best	518586	$	**34.47**	1 1/2" x 6 Lumber	Yes	**183886**	**X**
8/24/2022	Beaumont Safe & Lock	71821	$	**8.58**	Duplicate Keys	Yes	**184160**	**X**
8/25/2022	Beaumont Do It Best	518699	$	**5.39**	Bolts	Yes	**183886**	**X**
9/7/2022	Safety Network Traffic Signs	TS-15186	$	**29.09**	No Donations	No	**184127**	**X**
9/9/2022	Amazon	14JR-GNMX-H3Qh	$	**314.80**	Cleaning Supplies	Yes	**184330**	**X**

9/13/2022	Beaumont Do It Best	519348	$	**68.17**	Padlocks	Yes	**184063**	**X**
9/15/2022	Myers & Sons Hi-Way Safety	134070	$	**132.36**	Sign Mount for Chain Link Fence	Yes	**184201**	**X**
9/21/2022	Safety Network Traffic Signs	TS-15242	$	**78.95**	Zinc Nuts	Yes	**184214**	**X**
9/26/2022	Harbor Freight	297267	$	**86.17**	Tools	Yes	**Credit Card**	**X**
9/27/2022	Beaumont Do It Best	519901	$	**5.79**	Single Sided Key	Yes	**184338**	**X**
9/27/2022	Beaumont Safe & Lock	71843	$	**8.58**	(4) Duplicate Keys	Yes	**184900**	**X**
9/28/2022	Beaumont Do It Best	519968	$	**62.48**	Trash Can Liners	Yes	**185214**	**X**
9/29/2022	Beaumont Safe & Lock	71846	$	**4.29**	(2) Duplicate Keys	Yes	**184900**	**X**
10/4/2022	Amazon	1GFK-3DGT-JK6W	$	**(34.00)**	Refund for undelivered supplies	Yes	**184330**	**X**
10/24/2022	Beaumont Safe & Lock	71860	$	**8.58**	(4) Duplicate Keys	Yes	**184900**	**X**
10/29/2022	Amazon	1NCG-RLCD-XFTT	$	**251.26**	Janitorial Supplies	Yes	**184776**	**X**
10/31/2022	Beaumont Do It Best	521216	$	**26.39**	Single Sided Key	Yes	**184703**	**X**
11/6/2022	Staples	35226691579	$	**1,386.81**	Janitorial Supplies	Yes	**184866**	**X**
11/28/2022	Beaumont Safe & Lock	71887	$	**15.01**	Duplicate Keys	Yes	**185112**	**X**
11/29/2022	Safety Network Traffic Signs	TS-14970	$	**40.21**	Blue Reflective Markers	Yes	**184965**	**X**
12/1/2022	Amazon	1DVK-4Q4M-7L3X	$	**257.02**	Janitorial Supplies	Yes	**184994**	**X**
12/19/2022	Beaumont Do It Best	523043	$	**57.29**	Cable Ties/Super Glue/Gloves	Yes	**185884**	**X**
1/21/2023	Amazon	1YG9-DK39-GMQX	$	**124.42**	Motivational Materials	Yes	**185608**	**X**
1/21/2023	Amazon	1D34-7F43-HLDQ	$	**228.40**	Toilet Tissue	Yes	**185608**	**X**
1/24/2023	Home Depot	80236392	$	**16.13**	Exterior Door Knob	Yes	**185734**	**X**
2/9/2023	Beaumont Do It Best	524997	$	**39.94**	Spray Compound, Adapter Set	Yes	**186217**	**X**
2/13/2023	So Cal West Coast Electric	41142	$	**155.00**	Inspect Unit 12	Yes	**185965**	**X**
2/17/2023	Amazon	1GNG-LRXQ-6M1	$	**86.18**	60 Key Lockbox	Yes	**186371**	**X**
2/24/2023	Beaumont Safe & Lock	73293	$	**198.31**	Replacement & Duplicate Keys	Yes	**186218**	**X**
2/28/2023	Beaumont Do It Best	525694	$	**40.93**	Poly Grain Scoop	Yes	**186217**	**X**
2/28/2023	Home Depot	3015308	$	**484.62**	Leaf Rakes & Shovels	Yes	**186248**	**X**
3/2/2023	Beaumont Do It Best	525798	$	**40.64**	Parts to Repair Gates	Yes	**186300**	**X**
3/6/2023	Smart & Final		$	**34.28**	Water/Supplies	Yes	**Credit Card**	**X**
3/6/2023	La Villa Burgers		$	**341.00**	Lunch & Learn	Yes	**Credit Card**	**X**
3/8/2023	Big 5 Sporting Goods	7046212	$	**95.87**	Replacement Mattresses	Yes	**Credit Card**	**X**
3/8/2023	Home Depot	5341123	$	**347.80**	Scoops and Push Brooms	Yes	**186399**	**X**
3/9/2023	Amazon	1DMN-CW61-1GG6	$	**(78.19)**	60 Key Lockbox (Returned)	Yes	**186371**	**X**
3/14/2023	Amazon	1RKF-P6CN-6NM7	$	**524.69**	Janitorial Supplies	Yes	**183671**	**X**
3/19/2023	Jeffrey Platt	4622747	$	**59.21**	Gloves/Trash Bags	Yes	**186676**	**X**
3/24/2023	Grainger	WEB2119787197	$	**142.60**	Key Lockbox	Yes	**Credit Card**	**X**
4/5/2023	Beaumont Do It Best	5270747	$	**258.56**	Landscape Rakes	Yes	**186627**	**X**
4/14/2023	T-Force Freight	144988	$	(375.00)	Damaged Freight Credit	Yes	**N/A**	
4/20/2023	Beaumont Do It Best	527656	$	**33.91**	Cold Galv. Compound	Yes	**186962**	**X**
4/20/2023	Weldor's Supply	34854	$	**386.73**	Rolled Flat Bar	Yes	**187028**	**X**
4/21/2023	Taylor's Plumbing	3489	$	**165.00**	Hygiene Trailer Service Call	Yes	**187023**	**X**
4/21/2023	Staples	3536053856	$	**68.61**	Office Supplies	Yes	**187022**	**X**
4/24/2023	Amazon	1MGF-K33N-M1CV	$	**369.33**	Printer/Toner	Yes	**186872**	**X**
4/27/2023	Safety Network Traffic Signs	TS-16277	$	**34.16**	Right Arrow/Hydrant Designation	Yes	**187115**	**X**
5/2/2023	Beaumont Do It Best	528061	$	**137.34**	Key and Trash Bags	Yes	**187045**	**X**
5/4/2023	Beaumont Do It Best	528198	$	**161.60**	Tool Kits	Yes	**187527**	**X**
5/9/2023	Beaumont Do It Best	527379	$	**34.72**	Single Sided Key	Yes	**187045**	**X**
6/21/2023	So Cal West Coast Electric	42485	$	**1,063.75**	Power Shut off the damaged units	Yes	**187709**	**X**
6/22/2023	Xenia Pacific	5968	$	**40.34**	T-Shirt (uniform)	Yes	**187742**	**X**

6/22/2023	Beaumont Do It Best	530203	$	**26.93**		Tie Down Kit	Yes	**187819**	**X**
6/29/2023	Xenia Pacific	5977	$	**117.99**		T-Shirt (uniform)	Yes	**187904**	**X**
			$	**15,288.53**					

			Balance	
Total Contracted	$	1,184,557.07	$ **375,046.93**	
Total Spent	$	1,098,201.60	$ **461,402.40**	Roll to FY 2024

Tab B

Bryant Street Homeless Shelter (Opportunity Village) 810-9700-490.90-59 PROJECT CODE HA2201

2022-2023

SET UP AND ONE TIME EXPENSES:

PO	Vendor	Amount	Paid	Description	Project	Check #	Cleared	Appropriations		
31510	So Cal West Coast Electric	$ 81,256.00	**$ 81,256.00**	Electric to Trailers and Shelters	Yes	**183618**	**X**	01BAJ2201	$ 231,383.00	
31451	C.S. Legacy	$ 288,523.80	**$ 272,023.80**	Fencing Project	No	**183401**	**X**	01BAJ2206	$ 100,000.00	2022-04
			$ 4,246.20	Fencing Project	No	**184342**	**X**	04BAJ2022	$ 303,897.00	
			$ 8,000.00	Fencing Project	No	**185008**	**X**	06BAJ2022	$ 175,000.00	ESGCV11
			$ 4,253.80	Fencing Project	No	**185008**	**X**	06BAJ2203	$ 244,944.00	
								06BAJ2204	$ 79,968.00	
31506	Jorgenson Lockers	$ 4,067.65	**$ 4,067.65**	Lockers	Yes	**183341**	**X**	06BAJ2205	$ 81,256.00	
31500	The Park Catalog	$ 12,342.77	**$ 12,342.76**	Picnic Tables	Yes	**183225**	**X**	06BAJ2206	$ 57,736.00	
31501	National Restroom Trailers	$ 92,263.00	**$ 39,983.75**	Restroom Trailer	Yes	**183181**	**X**	7/1/2022	$ 281,174.00	ENC/BUDADJ
			$ 6,147.75	Deposit on upgrades	Yes	**184202**	**X**	7/1/2022	$ 4,246.00	ENC/BUDADJ
			$ 46,131.50	Restroom Trailer	Yes	**185742**	**X**			
31488	Home Depot	$ 3,216.98	**$ 3,216.98**	Trash Enclosures	Yes	**183661**	**X**			
31486	Amazon	$ 527.30	**$ 527.30**	Umbrellas	Yes	**182999**	**X**		**$ 1,559,604.00**	
31340	Pallet SPC	$ 231,382.95	**$ 114,993.98**	Pallet Shelters	Yes	**182428**	**X**			
			$ 114,993.97	Pallet Shelters	Yes	**183607**	**X**			
31835	Pallet SPC	$ 151.94	**$ 151.94**	Fire Extinguisher/Lights	Yes	**183840**	**X**			
31835	Pallet SPC	$ 448.25	**$ 448.25**	Replacement AC Unit	Yes	**183840**	**X**			
31836	Pallet SPC	$ 177.79	**$ 177.79**	Replacement Door Latches	Yes	**183840**	**X**			
31903	Cherry Valley Nursery	$ 3,291.76	**$ 3,291.76**	Landscape	Yes	**184351**	**X**			
31903	Cherry Valley Nursery	$ 50.63	**$ 50.63**	Replacement Plant	Yes	**184351**	**X**			
32032	Blais & Associates	$ 11,408.00	**$ 5,704.00**	Encampment Grant Funding	Yes	**186134**	**X**			
			$ 5,704.00	Encampment Grant Funding	Yes	**186380**	**X**			
31790	Cybertime Network	$ 1,500.00	**$ 1,500.00**	Internet Data Feed	Yes	**183493**	**X**			
32347	Precision Material Handling	$ 6,384.19	$ 6,384.19	Storage Container	Yes	**188166**	X			
		$ 736,993.01	**$ 735,598.00**							
	RECURRING CHARGES									
31783	Williams Scotsman	$ 63,470.18	$ 62,754.95	Office/Security Trailers Lease	Yes	Tab B				
31502	Good Guard Security	$ 223,676.00	$ 215,208.00	Security Services/ 1 Year	Yes	Tab B				
DP	City of Banning	$ 10,108.29	$ 10,108.29	Utilities	Yes	Tab B				
31744	Diamond Environmental	$ 10,438.90	$ 10,438.90	Portable Restrooms	Yes	Tab B				
DP	A.C. Propane	$ 4,150.26	$ 4,150.26	Propane	Yes	Tab B				
32046	Faith in Action	$ 104,000.00	$ 28,222.77	Wrap Around Services	Yes	Tab B				
31837	Precision Material Handling	$ 3,600.00	$ 3,600.00	Storage Container Rent	Yes	Tab B				
	Direct Staff Salaries	$ 12,831.90	$ 12,831.90	Staff Salaries	Yes	06PYR2202				
		$ 432,275.53	**$ 347,315.07**							

Expenses

Date	Vendor	Invoice #	Amount	Description	Project #	Check #	
4/30/2022	Press Enterprise	11524860	**$ 53.08**	IFB22-010/Fencing Project	Yes	**182835**	**X**
6/13/2022	Beaumont Do It Best	515774	**$ 19.92**	Locks	Yes	**183009**	**X**

6/13/2022	Beaumont Do It Best	515769	$	**102.05**	Locks and Chains	Yes	**183009**	**X**
6/13/2022	Beaumont Do It Best	515772	$	**10.44**	Chain	Yes	**183009**	**X**
6/14/2022	Beaumont Do It Best	515836	$	**17.40**	92" G30 Chain	Yes	**183009**	**X**
6/21/2022	Beaumont Do It Best	516125	$	**7.71**	Single Sided Key	Yes	**183560**	**X**
6/22/2022	Home Depot	4010438	$	**347.35**	2x4, shims	Yes	**183586**	**X**
7/1/2022	Core & Main	R124295	$	**882.73**	Sewer Connection	No	**184077**	**X**
7/1/2022	Core & Main	R124243	$	**645.82**	Sewer Connection	No	**184077**	**X**
7/1/2022	Amazon	1CPX-PDTL-KKCL	$	**301.53**	Pet Waste Station	No	**184057**	**X**
7/6/2022	Home Depot	0011788	$	**24.51**	Washers, Anchors. Straps	Yes	**183586**	**X**
7/6/2022	Home Depot	0011796	$	**78.46**	Straps, Strip Loads, Drive Pins	Yes	**183586**	**X**
7/6/2022	Home Depot	CR Cards June 22	$	**414.90**	Sewer Laterals	Yes	**Credit Card**	
7/6/2022	Beaumont Safe & Lock	0072680	$	**4.29**	Duplicate Keys	Yes	**184160**	**X**
7/6/2022	Beaumont Safe & Lock	0072702	$	**85.77**	Duplicate Keys	Yes	**184160**	**X**
7/7/2022	Beaumont Do It Best	516737	$	**75.40**	9 Volt Batteries	Yes	**183560**	**X**
7/11/2022	Beaumont Do It Best	516841	$	**40.92**	AA Batteries	Yes	**183560**	**X**
7/12/2022	Beaumont Do It Best	516890	$	**(75.40)**	9 Volt Batteries	Yes	**183560**	**X**
7/14/2022	Beaumont Safe & Lock	72689	$	**13.94**	Duplicate Keys	Yes	**184160**	**X**
7/18/2022	Beaumont Do It Best	517124	$	**13.50**	Single Sided Key	Yes	**183560**	**X**
7/19/2022	Home Depot	7013052	$	**93.95**	Drive Pin, Hose Shut off, Straps	Yes	**183586**	**X**
7/19/2022	Beaumont Do It Best	517159	$	**11.84**	Hose Shut off Valve	Yes	**183560**	**X**
7/19/2022	Beaumont Do It Best	517186	$	**43.08**	027 Yellow Loads	Yes	**183560**	**X**
7/20/2022	Vista Paint	2022-632074-00	$	**872.06**	Red Curb Paint	Yes	**183631**	**X**
7/20/2022	Beaumont Do It Best	517199	$	**24.91**	Rigid 2 hole strap	Yes	**183560**	**X**
7/21/2022	Beaumont Do It Best	517263	$	**12.77**	Screws	Yes	**183560**	**X**
7/21/2022	Beaumont Do It Best	517264	$	**5.96**	Screws	Yes	**183560**	**X**
7/21/2022	Beaumont Do It Best	517266	$	**31.09**	Paint Bucket, Knit Cover,	Yes	**183560**	**X**
7/25/2022	Beaumont Do It Best	517416	$	**11.57**	Single Sided Key	Yes	**183560**	**X**
7/25/2022	Amazon	1GKM-M63X-CRJK	$	**282.29**	Printer	Yes	**183554**	**X**
7/25/2022	Knox Rapid Access	860487	$	**221.97**	Knox Padlock	Yes	**Credit Card**	**X**
7/25/2022	Knox Rapid Access	860473	$	**614.19**	Knox Box	Yes	**Credit Card**	**X**
7/25/2022	Smart & Final	98842	$	**78.63**	Water/Supplies	Yes	**Credit Card**	**X**
7/26/2022	Beaumont Do It Best	517440	$	**10.76**	Hardware	Yes	**183560**	**X**
7/27/2022	Beaumont Do It Best	517494	$	**190.55**	Cleaning Supplies	Yes	**185884**	**X**
8/1/2022	Beaumont Safe & Lock	71637	$	**17.15**	Duplicate Keys	Yes	**184160**	**X**
8/1/2022	Amazon	3365040	$	**205.07**	Cleaning Supplies	Yes	**Credit Card**	**X**
8/2/2022	Amazon	1GQM-XV3W-DHYP	$	**254.94**	Mailbox, post, and bracket	No	**183554**	**X**
8/3/2022	Harbor Freight	15714	$	**114.08**	Tools	Yes	**Credit Card**	**X**
8/4/2022	Beaumont Do It Best	517828	$	**12.79**	Irrigation Supplies	Yes	**183560**	**X**
8/9/2022	Webstaurant Store	77509187	$	**115.47**	Cigarette Disposal	Yes	**Credit Card**	**X**
8/9/2022	Beaumont Do It Best	518006	$	**48.47**	Flexible Drain Brush	Yes	**185214**	**X**
8/9/2022	Beaumont Do It Best	518013	$	**10.76**	Corner Braces	Yes	**185884**	**X**
8/17/2022	Safety Network Traffic Signs	TS-15061	$	**477.33**	Authorized, No Loitering, Rules	No	**184127**	**X**
8/17/2022	Safety Network Traffic Signs	TS-15063	$	**209.04**	No Dumping, Emergency Exit	Yes	**183854**	**X**
8/23/2022	Beaumont Do It Best	518586	$	**34.47**	1 1/2" x 6 Lumber	Yes	**183886**	**X**
8/24/2022	Beaumont Safe & Lock	71821	$	**8.58**	Duplicate Keys	Yes	**184160**	**X**
8/25/2022	Beaumont Do It Best	518699	$	**5.39**	Bolts	Yes	**183886**	**X**
9/7/2022	Safety Network Traffic Signs	TS-15186	$	**29.09**	No Donations	No	**184127**	**X**
9/9/2022	Amazon	14JR-GNMX-H3Qh	$	**314.80**	Cleaning Supplies	Yes	**184330**	**X**

9/13/2022	Beaumont Do It Best	519348	$	**68.17**	Padlocks	Yes	**184063**	**X**
9/15/2022	Myers & Sons Hi-Way Safety	134070	$	**132.36**	Sign Mount for Chain Link Fence	Yes	**184201**	**X**
9/21/2022	Safety Network Traffic Signs	TS-15242	$	**78.95**	Zinc Nuts	Yes	**184214**	**X**
9/26/2022	Harbor Freight	297267	$	**86.17**	Tools	Yes	**Credit Card**	**X**
9/27/2022	Beaumont Do It Best	519901	$	**5.79**	Single Sided Key	Yes	**184338**	**X**
9/27/2022	Beaumont Safe & Lock	71843	$	**8.58**	(4) Duplicate Keys	Yes	**184900**	**X**
9/28/2022	Beaumont Do It Best	519968	$	**62.48**	Trash Can Liners	Yes	**185214**	**X**
9/29/2022	Beaumont Safe & Lock	71846	$	**4.29**	(2) Duplicate Keys	Yes	**184900**	**X**
10/4/2022	Amazon	1GFK-3DGT-JK6W	$	**(34.00)**	Refund for undelivered supplies	Yes	**184330**	**X**
10/24/2022	Beaumont Safe & Lock	71860	$	**8.58**	(4) Duplicate Keys	Yes	**184900**	**X**
10/29/2022	Amazon	1NCG-RLCD-XFTT	$	**251.26**	Janitorial Supplies	Yes	**184776**	**X**
10/31/2022	Beaumont Do It Best	521216	$	**26.39**	Single Sided Key	Yes	**184703**	**X**
11/6/2022	Staples	35226691579	$	**1,386.81**	Janitorial Supplies	Yes	**184866**	**X**
11/28/2022	Beaumont Safe & Lock	71887	$	**15.01**	Duplicate Keys	Yes	**185112**	**X**
11/29/2022	Safety Network Traffic Signs	TS-14970	$	**40.21**	Blue Reflective Markers	Yes	**184965**	**X**
12/1/2022	Amazon	1DVK-4Q4M-7L3X	$	**257.02**	Janitorial Supplies	Yes	**184994**	**X**
12/19/2022	Beaumont Do It Best	523043	$	**57.29**	Cable Ties/Super Glue/Gloves	Yes	**185884**	**X**
1/21/2023	Amazon	1YG9-DK39-GMQX	$	**124.42**	Motivational Materials	Yes	**185608**	**X**
1/21/2023	Amazon	1D34-7F43-HLDQ	$	**228.40**	Toilet Tissue	Yes	**185608**	**X**
1/24/2023	Home Depot	80236392	$	**16.13**	Exterior Door Knob	Yes	**185734**	**X**
2/9/2023	Beaumont Do It Best	524997	$	**39.94**	Spray Compound, Adapter Set	Yes	**186217**	**X**
2/13/2023	So Cal West Coast Electric	41142	$	**155.00**	Inspect Unit 12	Yes	**185965**	**X**
2/17/2023	Amazon	1GNG-LRXQ-6M1	$	**86.18**	60 Key Lockbox	Yes	**186371**	**X**
2/24/2023	Beaumont Safe & Lock	73293	$	**198.31**	Replacement & Duplicate Keys	Yes	**186218**	**X**
2/28/2023	Beaumont Do It Best	525694	$	**40.93**	Poly Grain Scoop	Yes	**186217**	**X**
2/28/2023	Home Depot	3015308	$	**484.62**	Leaf Rakes & Shovels	Yes	**186248**	**X**
3/2/2023	Beaumont Do It Best	525798	$	**40.64**	Parts to Repair Gates	Yes	**186300**	**X**
3/6/2023	Smart & Final		$	**34.28**	Water/Supplies	Yes	**Credit Card**	**X**
3/6/2023	La Villa Burgers		$	**341.00**	Lunch & Learn	Yes	**Credit Card**	**X**
3/8/2023	Big 5 Sporting Goods	7046212	$	**95.87**	Replacement Mattresses	Yes	**Credit Card**	**X**
3/8/2023	Home Depot	5341123	$	**347.80**	Scoops and Push Brooms	Yes	**186399**	**X**
3/9/2023	Amazon	1DMN-CW61-1GG6	$	**(78.19)**	60 Key Lockbox (Returned)	Yes	**186371**	**X**
3/14/2023	Amazon	1RKF-P6CN-6NM7	$	**524.69**	Janitorial Supplies	Yes	**183671**	**X**
3/19/2023	Jeffrey Platt	4622747	$	**59.21**	Gloves/Trash Bags	Yes	**186676**	**X**
3/24/2023	Grainger	WEB2119787197	$	**142.60**	Key Lockbox	Yes	**Credit Card**	**X**
4/5/2023	Beaumont Do It Best	5270747	$	**258.56**	Landscape Rakes	Yes	**186627**	**X**
4/14/2023	T-Force Freight	144988	$	(375.00)	Damaged Freight Credit	Yes	**N/A**	
4/20/2023	Beaumont Do It Best	527656	$	**33.91**	Cold Galv. Compound	Yes	**186962**	**X**
4/20/2023	Weldor's Supply	34854	$	**386.73**	Rolled Flat Bar	Yes	**187028**	**X**
4/21/2023	Taylor's Plumbing	3489	$	**165.00**	Hygiene Trailer Service Call	Yes	**187023**	**X**
4/21/2023	Staples	3536053856	$	**68.61**	Office Supplies	Yes	**187022**	**X**
4/24/2023	Amazon	1MGF-K33N-M1CV	$	**369.33**	Printer/Toner	Yes	**186872**	**X**
4/27/2023	Safety Network Traffic Signs	TS-16277	$	**34.16**	Right Arrow/Hydrant Designation	Yes	**187115**	**X**
5/2/2023	Beaumont Do It Best	528061	$	**137.34**	Key and Trash Bags	Yes	**187045**	**X**
5/4/2023	Beaumont Do It Best	528198	$	**161.60**	Tool Kits	Yes	**187527**	**X**
5/9/2023	Beaumont Do It Best	527379	$	**34.72**	Single Sided Key	Yes	**187045**	**X**
6/21/2023	So Cal West Coast Electric	42485	$	**1,063.75**	Power Shut off the damaged units	Yes	**187709**	**X**
6/22/2023	Xenia Pacific	5968	$	**40.34**	T-Shirt (uniform)	Yes	**187742**	**X**

6/22/2023	Beaumont Do It Best	530203	$	**26.93**		Tie Down Kit	Yes	**187819**	**X**
6/29/2023	Xenia Pacific	5977	$	**117.99**		T-Shirt (uniform)	Yes	**187904**	**X**
			$	**15,288.53**					

			Balance	
Total Contracted	$	1,184,557.07	$ **375,046.93**	
Total Spent	$	1,098,201.60	$ **461,402.40**	Roll to FY 2024

Bryant Street Homless Shelter (Opportunity Village) 810-9700-490.90-59 PROJECT CODE HA2201

2023-2024

	ONE TIME EXPENSES:	Invoice	Spent			Check #	Cleared
8/22/2023	Artistic Maintenace	190965-IN	$ 1,560.00	Clean up brush and dead trees	Yes	188514	X
7/1/2023	Taylor's Plumbing	4021	$ 959.58	FY2023 Install Pressure Regulator	Yes	189060	X
7/1/2023	Taylor's Plumbing	4142	$ 980.85	FY2023 Connect Restroom #1	Yes	189060	X
7/1/2023	Taylor's Plumbing	4165	$ 980.85	FY2023 Connect Office Trailer	Yes	189060	X
7/1/2023	Taylor's Plumbing	4308	$ 980.85	FY2023 Connect Restroom #2	Yes	189060	X
9/25/2023	Galls	026330718	$ 886.94	Safety Vests for Staff and Outreach	Yes	190167	X
11/21/2023	Galls	026330742	$ 886.94	Safety Vests for Staff and Outreach	Yes	190167	X
1/16/2024	Galls	026808946	$ 855.82	Safety Vests for Staff and Outreach	Yes	190292	X
12/28/2023	Pallet PBC	201406	$ 63,018.56	(4) Replacement Shelters	Yes	190553	X
2/27/2024	Pallet PBC	INV201415	$ 3,316.78	Retention	Yes	191351	X
2/29/2024	SoCal West Coast-4 units	45465	$ 5,029.30	(4) Replacement Shelters	No	190760	X
2/29/2024	SoCal West Coast-4 units	45466	$ 264.70	Retention	No	191442	X
4/12/2024	Pallet PBC	INV201466	$ 9,743.85	(4) Bunks and Replacement Parts	Yes	191112	X
4/12/2024	BPS Tactical	24020819	$ 2,375.89	Safety Vest Covers	Yes	191301	X
3/29/2024	CDW-G	QL62576	$ 2,706.38	Laptop/Platt	Yes	191158	X
4/29/2024	Precision Material	S155211	$ 18,533.00	Office Trailer	Yes	Wire ID896	X
			$ 113,080.29				
	MONTHLY EXPENSES:						
PO 31783	Williams Scotsman		$ 38,917.74	Office/Security Trailers Lease	Yes	Tab B	
Direct Pay	City of Banning		$ 9,734.41	Utilities	Yes	Tab B	
Direct Pay	A.C. Propane		$ 1,527.94	Propane	Yes	Tab B	
PO 32046	Faith in Action		$ 75,776.89	Wrap Around Services	Yes	Tab B	
01AJE2501	Move FIA to Cal ICH Grant		$ (68,466.21)	ERF-2 Grant Approved Services	Yes	Tab C	
			$ 57,490.77				

MISC EXPENSES:

Date	Vendor	Invoice #	Amount	Description	Project #	Check #	
7/1/2023	Jeff Plat	REIMBURSE 7/1/23	$ 21.53	Consuelos/Street Cleanup	Yes	188577	X
7/9/2023	Rite Aid	792023	$ 100.00	Community Cleanup/Gift Cards	Yes	CC	X
7/9/2023	Carl's Jr	79284	$ 85.87	Community Cleanup/Lunch	Yes	CC	X
7/29/2023	Chevron	1197	$ 22.75	Water for Community Clean up	Yes	CC	X
7/29/2023	Rite Aid	1590692	$ 211.90	Gift Cards for Community Cleanup	Yes	CC	X
8/4/2023	Consuelos	842023	$ 30.62	Community Clean up	Yes	CC	X
8/4/2023	Galls	24345273	$ 855.82	Safety Vest	Yes	CC	X
8/17/2023	Consuelos	8172023	$ 18.55	Community Clean up	Yes	CC	X
8/28/2023	Greyhouond	310 258 3829	$ 63.96	Bus Ticket to San Diego,Melissa Padila	Yes	CC	X
9/6/2023	Beaumont Do It Best	533197	$ (201.31)	GJE to correct expenses from FY2023	No	GJE	X
9/8/2023	Smart & Final	55967	$ 56.01	Toilet Tissue	Yes	CC	X
9/23/2023	Waba Grill	#10	$ 66.23	Community Clean up/Lunch	Yes	CC	X
9/26/2023	Rite Aid	519558	$ 30.16	Drug Test Kit	Yes	CC	X
10/5/2023	Chris McCallum	3142	$ 325.00	Vehicle Repair	Yes	188885	X
10/5/2023	Lithopass	15234	$ 232.74	Policy Handbook	Yes	189424	X
10/5/2024	Lithopass	15234	$ 232.74	Policy Handbook (Double Charged)	Yes	CC	X
10/14/2023	Shell Car Wash	81528	$ 10.99	OPV Vehicle Car Wash	Yes	CC	X
10/23/2023	Taylor's Plumbing	4233	$ 244.46	FY2023 Repair Drinking Fountain	Yes	189060	X
11/8/2023	La Villa Burgers	76273	$ 22.00	Community Cleanup/Lunch	Yes	CC	X
11/3/2023	Lithopass	73506	$ 86.20	Business Cards	Yes	CC	X
11/10/2023	Cardenas	490300003	$ 21.52	Community Cleanup/Lunch	Yes	CC	X
11/10/2023	Cardenas	520300009	$ 15.79	Community Cleanup/Lunch	Yes	CC	X
11/10/2023	Greyhound	311 956 9695	$ 206.80	Bus Ticket to Austin/C. Balcom	Yes	CC	X
11/13/2023	Smart & Final	136899	$ 43.08	Toilet Tissue	Yes	CC	X
11/14/2023	4 Bros	3833218732	$ 31.50	Cases of Soda	Yes	CC	X
11/14/2023	Rite Aid	1624369	$ 164.85	Community Cleanup/Gift Cards	Yes	CC	X
11/21/2023	McDonalds	95747	$ 77.24	Hospital visit and lunch	Yes	CC	X
11/21/2023	Walmart	303325779	$ 103.92	Newborn Supplies	Yes	CC	X
11/22/2023	Cardenas	570100161	$ 18.87	Community Cleanup/Lunch	Yes	CC	X
11/25/2023	Gus Jr	22567	$ 63.40	Community Cleanup/Lunch	Yes	CC	X
11/27/2023	Shell	81782	$ 12.99	OPV Vehicle Car Wash	Yes	CC	X
11/30/2023	Jeff Plat	REIMBURSE 11/30/23	$ 110.01	Fuel	Yes	189552	X

Appropriations

01BAJ2201	$ 231,383.00		
01BAJ2206	$ 100,000.00	2022-04	
04BAJ2022	$ 303,897.00		
06BAJ2022	$ 175,000.00	ESGCV11	
06BAJ2203	$ 244,944.00		
06BAJ2204	$ 79,968.00		
06BAJ2205	$ 81,256.00		
06BAJ2206	$ 57,736.00		
7/1/2022	$ 281,174.00	ENC/Rollover	
7/1/2022	$ 4,246.00	ENC/Rollover	
	$ 1,559,604.00		
FY2023 Contracted	$ (1,184,557.07)		
	$ 375,046.93		
FY2023 Spent	$ (1,098,201.60)		
	$ 461,402.40		

12/2/2023	Restaurant Depot	73843	$	**38.37**	Nitrile Gloves	Yes	**CC**	**X**
12/4/2023	Amazon	112-2241825-6429824	$	**215.20**	Nitrile Gloves	Yes	**CC**	**X**
12/4/2023	Amazon	112-2241825-6429824	$	**5.38**	Drug Test Kit	Yes	**CC**	**X**
12/6/2023	Jack in the Box	1262023	$	**15.34**	Lunch for Community Cleanup	Yes	**CC**	**X**
12/7/2024	Banning Donut	1272024	$	**44.75**	Community Clean Up	Yes	**CC**	**X**
1/2/2024	Jeff Plat	REIMBURSE 1/2/2024	$	**71.25**	La Villa/Lunch for Community Cleanup	Yes	**189897**	**X**
1/2/2024	Jeff Plat	REIMBURSE 1/2/2024(2)	$	**49.28**	7 Star/Sodas and Waters	Yes	**190410**	**X**
1/8/2024	Rite Aid	1641074	$	**380.00**	Gift Cards for Community Cleanup	Yes	**CC**	**X**
1/15/2024	Greyhound	313 353 4551	$	**265.54**	Bus Ticket/Alexander	Yes	**CC**	**X**
1/15/2024	Rite Aid	2490700	$	**132.95**	Gift Cards for Community Cleanup	Yes	**CC**	**X**
1/17/2024	May Chinese	1172024	$	**60.05**	Lunch for Community Cleanup	Yes	**CC**	**X**
1/19/2024	Gus Jr	1192024	$	**9.70**	Lunch for Community Cleanup	Yes	**CC**	**X**
1/30/2024	Rite Aid	1646926	$	**329.70**	Gift Cards for Community Cleanup	Yes	**CC**	**X**
1/31/2024	Home Depot	6520624	$	**129.17**	Contractor Bags	Yes	**CC**	**X**
2/1/2024	McDonalds	3970	$	**11.57**	Lunch for Community Cleanup	Yes	**CC**	**X**
2/3/2024	Amazon	1FF1-WQD4-R94X	$	**606.30**	Cleaning Suipplies	Yes	**190879**	**X**
2/5/2024	Beaumont Do It Best	538831	$	**102.35**	Air Compressor for A/C repair	Yes	**190264**	**X**
2/12/2024	Palomar College	1009695.002	$	**352.00**	Code Enforcement Training	Yes	**CC**	**X**
2/12/2024	Palomar College	1009697.002	$	**352.00**	Code Enforcement Training	Yes	**CC**	**X**
2/12/2024	Jeff Platt	2122024	$	**256.50**	Per Diem for Training	Yes	**190410**	**X**
2/12/2024	Alberto M Chavez	2122024	$	**256.50**	Per Diem for Training	Yes	**190381**	**X**
2/15/2024	Taqueria Orozco	30004	$	**66.77**	Community Clean Up Lunch	Yes	**CC**	**X**
2/8/2024	May Chinese	85027	$	**29.57**	Community Clean Up Lunch	Yes	**CC**	**X**
2/22/2024	Albertsons	34471	$	**222.51**	Gift Cards for Community Cleanup	Yes	**CC**	**X**
2/27/2024	Best Buy	44503	$	**96.96**	Replacement Power Cord/Charger	Yes	**CC**	**X**
3/1/2024	Residence Inn	90941	$	**689.42**	Palomar Lodging	Yes	**CC**	**X**
3/1/2024	Residence Inn	90942	$	**689.42**	Palomar Lodging	Yes	**CC**	**X**
3/6/2024	Jeff Platt	472149	$	**125.00**	Fuel for Community Clean up	Yes	**190745**	**X**
3/12/2024	La Villa Burgers	87476	$	**55.54**	Lunch for Community Cleanup	Yes	**CC**	**X**
3/13/2024	Sizzler	881701	$	**79.68**	Lunch for Community Cleanup	Yes	**CC**	**X**
3/14/2024	Harbor Freight	393070	$	**107.73**	Batteries	Yes	**CC**	**X**
3/28/2024	Waba Grill	28665	$	**105.33**	Lunch for Community Cleanup	Yes	**CC**	**X**
4/1/2024	Fast 5	1POS6001	$	**13.00**	Clean Trailer after Community Clean	Yes	**CC**	**X**
4/1/2024	SOBHY Chevron	69696160	$	**141.10**	Fuel for Community Clean up	Yes	**CC**	**X**
4/1/2024	Jack in the Box	74428	$	**26.38**	Lunch for Community Cleanup	Yes	**CC**	**X**
4/4/2024	Amazon	1V6P-TGHX-3JDG	$	**918.11**	Office and Cleaning Supplies	Yes	**191651**	**X**
4/8/2024	Carl's Jr	22572	$	**44.33**	Lunch for Community Cleanup	Yes	**CC**	**X**
4/8/2024	Amazon	1LXL-FM7H-MQDL	$	**199.06**	Body Camera	Yes	**191651**	**X**
4/16/2024	Rite Aid	2519995	$	**223.80**	Gift Cards for Community Cleanup	Yes	**CC**	**X**
4/16/2024	Rite Aid	2519996	$	**223.80**	Gift Cards for Community Cleanup	Yes	**CC**	**X**
4/17/2024	Lithopass	15861	$	**(232.74)**	Credit for Double Payment	Yes	**191164**	**X**
4/18/2024	Amazon	1RQ7-P947-VRHH	$	**25.85**	Body Cam Magnet	Yes	**191142**	**X**
4/22/2024	Beaumont Do It Best	541867	$	**58.16**	40:1 Fuel	Yes	**191152**	**X**
4/22/2024	Jack in the Box	36448	$	**12.92**	Lunch for Community Cleanup	Yes	**CC**	**X**
4/24/2024	Beaumont Do It Best	541935	$	**24.76**	Rebar to anchor (5) pods	Yes	**191239**	**X**
4/30/2024	Mario Carlos	22515	$	**36.17**	Replacement Keys	Yes	**191307**	**X**
4/30/2024	Mario Carlos	491305	$	**38.00**	Fuel for Transportation of Resident	Yes	**191307**	**X**
4/30/2024	Beaumont Do It Best	542188	$	**22.80**	Caulking	Yes	**191299**	**X**
5/3/2024	McDonalds	74321	$	**12.56**	Lunch for Community Cleanup	Yes	**CC**	**X**
5/3/2024	Exxon Snack Attack	Lost Receipt	$	**26.66**	Water for Community Clean up	Yes	**CC**	**X**
5/5/2024	Jose Avila	7.63156E+13	$	**11.82**	Lunch for Community Cleanup	Yes	**191535**	**X**
5/7/2024	Jack in the Box	1850	$	**8.07**	Lunch for Community Cleanup	Yes	**CC**	**X**
5/7/2024	Rite Aid	1674382	$	**331.70**	Gift Cards for Community Cleanup	Yes	**CC**	**X**
5/10/2024	Xenia Pacific	6240	$	**243.52**	OPV Team Shirts	Yes	**CC**	**X**
5/12/2024	Amazon	17LP-1MNH-VV36	$	**460.04**	Body Camera/Desk Chair	Yes	**191651**	**X**
5/14/2024	Del Taco	72287	$	**16.69**	Lunch for Community Cleanup	Yes	**CC**	**X**
5/16/2024	Dollar General	1257856	$	**39.35**	Snacks for Community cleanup	Yes	**CC**	**X**
5/16/2024	Jose Avila	6.6315E+13	$	**8.18**	Lunch for Community Cleanup	Yes	**191535**	**X**
5/20/2024	La Villa Burgers	41663	$	**41.46**	Lunch for Community Cleanup	Yes	**CC**	**X**
5/17/2024	Rite Aid	56723088	$	**329.70**	Gift Cards for Community Cleanup	Yes	**CC**	**X**
5/19/2024	Mario Carlos	REIMBURSE 5/19/2024	$	**12.92**	Lunch for Community Cleanup	Yes	**191542**	**X**
5/19/2024	Mario Carlos	REIMBURSE 5/19/2024(2)	$	**38.43**	Lunch for Community Cleanup	Yes	**191742**	**X**
5/21/2024	Jeff Platt	E/5801728	$	**159.00**	Fuel for Community Clean up	Yes	**191571**	**X**
5/22/2024	Gus Jr	5222024	$	**22.63**	Lunch for Community Clean up	Yes	**CC**	**X**
5/22/2024	Fast 5	681307	$	**16.00**	Vehicle clean after community clean up	Yes	**CC**	**X**
5/28/2024	Charmer's Fresh	1609	$	**12.71**	Breakfast for Community cleanup	Yes	**CC**	**X**

5/28/2024	Dollar General	12955	$	**42.62**	Mop.Bucket, Snacks	Yes	**CC**	**X**
5/29/2024	McDonalds	228603	$	**33.86**	Lunch for Community Clean up	Yes	**CC**	**X**
5/29/2024	Walmart	26223	$	**208.99**	Bedding and Kitchen Supplies	Yes	**CC**	**X**
5/29/2024	Amazon	1WCQ-W4WK-MXT1	$	**302.34**	Office and Restroom Supplies	Yes	**191651**	**X**
5/30/2024	Walgreens	93568	$	**341.70**	Gift Cards for Community Cleanup	Yes	**CC**	**X**
5/30/2024	Xenia Pacific	6272	$	**232.74**	Polo Shirts for Staff	Yes	**CC**	**X**
6/1/2024	Beaumont Do It Best	543573	$	**7.71**	Single Sided Key	Yes	**191737**	**X**
6/3/2024	Fast 5	56552	$	**11.00**	Vehicle clean after community clean up	Yes	**CC**	**X**
6/4/2024	Wienerschnitzel	642024	$	**36.94**	Lunch after Community Meeting at SLC	Yes	**CC**	**X**
6/5/2024	Mario Carlos	REIMBURSE 6/5/2024	$	**14.00**	Meal/Kenneth Mooney	Yes	**191742**	**X**
6/6/2024	Mario Carlos	REIMBURSE 6/6/2024	$	**14.00**	Meal/Kenneth Mooney	Yes	**191742**	**X**
6/7/2024	Mario Carlos	REIMBURSE 6/7/2024	$	**14.00**	Meal/Kenneth Mooney	Yes	**191742**	**X**
6/8/2024	Guillermo Molina	REIMBURSE 6/8/2024	$	**13.78**	Meal/Kenneth Mooney	Yes	**191771**	**X**
6/8/2024	Guillermo Molina	REIMBURSE 6/8/2024(2)	$	**5.59**	Meal/Kenneth Mooney	Yes	**191771**	**X**
6/8/2024	Fast 5	56552	$	**14.00**	Vehicle clean after community clean up	Yes	**CC**	**X**
6/9/2024	Guillermo Molina	REIMBURSE 6/9/2024	$	**13.46**	Meal/Kenneth Mooney	Yes	**191771**	**X**
6/9/2024	Guillermo Molina	REIMBURSE 6/9/2024(2)	$	**15.61**	Meal/Kenneth Mooney	Yes	**191771**	**X**
6/10/2024	Mario Carlos	REIMBURSE 6/10/2024	$	**16.42**	Meal/Kenneth Mooney	Yes	**191742**	**X**
6/11/2024	PT Discount Mart	15583	$	**24.14**	Water	Yes	**CC**	**X**
6/11/2024	Chipotle	6112024	$	**33.89**	Meal/Kenneth Mooney		**CC**	**X**
6/12/2024	Mario Carlos	REIMBURSE 6/12/2024	$	**14.00**	Meal/Kenneth Mooney	Yes	**191742**	**X**
6/13/2024	Greyhound	316 762 3069	$	**233.91**	Bus Fare for Kenneth Mooney	Yes	**CC**	**X**
6/14/2024	Casa Cruz	6501	$	**291.44**	Meals for OPV Village	Yes	**CC**	**X**
6/14/2024	Chevron	Lost Receipt	$	**25.07**	Water and Energy Drinks	Yes	**CC**	**X**
6/17/2024	Food For Less	779701	$	**19.99**	Water	Yes	**CC**	**X**
6/17/2024	Rite Aid	1684147	$	**329.70**	Gift Cards for Community Cleanup	Yes	**CC**	**X**
6/17/2024	Smart & Final	6.0112E+12	$	**102.82**	Cleaning and Pantry Items	Yes	**CC**	**X**
6/18/2024	Jack in the Box	21298	$	**5.04**	Meal for Alyssa Morales	Yes	**CC**	**X**
6/18/2024	Lyft	6182024	$	**68.82**	Alyssa Mendoza to Riverside	Yes	**CC**	**X**
6/21/2024	Casa Cruz	6212024	$	**37.66**	Lunch for OPV Clients		**CC**	**X**
6/24/2024	Fast 5	18997	$	**14.00**	Clean vehicle after community cleanup	Yes	**CC**	**X**
6/28/2024	Vision Security	20917	$	**1,970.00**	Remove Security Equipo from Office	Yes	**192157**	**X**
6/27/2024	Cybertime Network	1524-240627	$	**500.00**	Relocate Data Drops and Network	Yes	**192177**	**X**
6/30/2024	Amazon	143H-XJCJ-L33W	$	**(70.03)**	Body Camera/Cancelled	Yes	**192286**	**X**
6/30/2024	Beaumont Do It Best	541919	$	**484.82**	Yard Tools	Yes	**192385**	**X**
			$	**18,328.99**				
		Total Spent	$	**188,900.05**	$ **272,502.35**	Roll to FY2025		

Tab B

32201 **Williams Scotsman**

Date	Invoice	Amount	Check #	Packet	Cleared	Saved
7/7/2023	9018191155	$ 839.37	187903	X		
7/7/2023	9018208127	$ 2,878.00	187903	X		
7/8/2024	9018383022	$ 107.75	188075	X		
8/3/2023	9018444558	$ 839.37	188202	X		
8/6/2023	9018461416	$ 2,770.25	188202	X		
8/31/2023	9018724329	$ 839.37	188610	X		
9/3/2023	9018748101	$ 2,770.25	188610	X		
9/28/2023	9018986355	$ 839.37	188831	X		
10/1/2023	9019011432	$ 2,770.25	188831	X		
10/26/2023	9019242333	$ 839.37	189166	X		
10/29/2023	9019265713	$ 2,770.25	189166	X		
11/23/2023	9019501184	$ 812.44	189484	X		
11/26/2023	9019522165	$ 2,743.32	189484	X		
12/24/2023	9019769833	$ 2,743.32	189919	X		
12/21/2024	9019752148	$ 812.44	190436	X		
1/18/2024	9019980838	$ 812.44	190436	X		
2/15/2024	9020212465	$ 859.63	190576	X		
1/21/2024	9019997199	$ 1,611.94	190774	X		
2/19/2024	9020236087	$ 1,611.94	190774	X		
3/14/2024	9020443827	$ 812.44	190874	X		
3/17/2024	9020460156	$ 1,671.12	190874	X		
4/14/2024	9020684342	$ 1,611.94	191138	X		
4/17/2024	9020705870	$ 1,327.29	191933	X		
5/12/2024	9020914041	$ 1,611.94	191725	X		
6/9/2024	9021140765	$ 1,611.94	191725	X		
	Total	$ 38,917.74				

Direct Pay **City of Banning Utilties**

Date	Invoice	Amount	Check #	Packet	Cleared	Saved
7/19/2023	10194557468JL23	$ 257.31	187930	X		
7/19/2023	10194557548JL23	$ 476.97	187930	X		
8/17/2023	10194557468AU23	$ 367.84	188628	X		
8/17/2023	10194557548AU23	$ 611.86	188628	X		
9/21/2023	10194557548SE23	$ 539.27	188788	X		
9/21/2023	10194557468SE23	$ 304.62	188856	X		
10/19/2023	10194557548OC23	$ 381.60	189025	X		
10/19/2023	10194557468OC23	$ 211.89	189025	X		
11/17/2023	10194557468NV23	$ 248.43	189419	X		
11/17/2023	10194557548NV23	$ 374.73	189419	X		
12/17/2023	10194557468DC23	$ 277.87	189814	X		
12/17/2023	10194557548DC23	$ 433.62	189814	X		
1/25/2024	10194557468JA24	$ 309.43	190276	X		
1/25/2024	10194557548JA24	$ 472.72	190276	X		
2/22/2024	10194557468FB24	$ 382.05	190607	X		
2/22/2024	10194557548FB24	$ 618.69	190607	X		
3/23/2024	10194557468MR24	$ 406.07	190894	X		
3/23/2024	10194557548MR24	$ 512.14	190894	X		
4/18/2024	10194557468AP24	$ 377.33	191253	X		
4/18/2024	10194557548AP24	$ 668.48	191253	X		
5/22/2024	10194557468MY24	$ 312.43	191666	X		
5/22/2024	10194557548MY24	$ 414.43	191666	X		
6/18/2024	10194557468JN24	$ 285.76	191833	X		
6/18/2024	10194557548JN24	$ 488.87	191833	X		
	Total	$ 9,734.41				

$ 75,777.23

32046 **Faith in Action**

Date	Invoice	Amount	Check#	Packet	Cleared	Saved
7/31/2023	#6	$ 7,310.68	188543	X		
8/31/2023	#7	$ 8,176.81	188796	X		
9/30/2023	#8	$ 11,459.22	189032	X		
10/31/2023	#9	$ 8,924.40	189522	X		
11/30/2023	#10	$ 10,376.38	189862	X		
12/31/2023	#11	$ 14,001.31	189950	X		
1/31/2024	#12	$ 15,528.09	190527	X		
	Balance	$ 75,776.89	$ 0.34			

32058 **A.C. Propane**

Date	Invoice	Amount	Check #	Packet	Cleared	Saved
9/5/2023	239787	$ 355.76	188611	X		
2/8/2024	244757	$ 633.62	190776	X		
3/13/2024	165873	$ 9.50	190776	X		
6/28/2024	246489	$ 529.06	192371	X		
	Total	$ 1,527.94				

Tab C

Faith in Action Budget				2/23	3/23	4/23	5/23	6/23	7/23	8/23	9/23	10/23	11/23	12/23	1/24		
	Budget	Revision 1	Revision 2	Invoice #1	Invoice #2	Invoice #3	Invoice #4	Invoice #5	Invoice #6	Invoice #7	Invoice #8	Invoice #9	Invoice #10	Invoice #11	Invoice #12	Total	Balance
Employee Costs	$ 90,487.00	$ 81,487.00	$ 75,537.00	$ 520.00	$ 4,798.63	$ 4,513.86	$ 5,394.28	$ 5,549.30	$ 5,397.40	$ 5,674.94	$ 7,181.90	$ 7,027.69	$ 7,822.43	$ 8,457.12	$ 11,291.55	$ 73,629.10	$ 1,907.90
Rent & Utilities	$ 2,800.00	$ 10,200.00	$ 10,650.00	$ 750.00	$ 750.00	$ 949.55	$ 1,000.35	$ 787.21	$ 1,014.62	$ 877.94	$ 936.94	$ 971.50	$ 878.25	$ 982.17	$ 910.91	$ 10,809.44	$ (159.44)
Service Related Expenses	$ 5,513.00	$ 5,513.00	$ 5,513.00	$ 146.15	$ 791.73	$ 33.56	$ 171.68		$ 198.63	$ 694.12	$ 2,693.53	$ 308.13	$ 33.41	$ 435.01	$ 163.90	$ 5,669.85	$ (156.85)
Life Skills Training		$ 1,000.00	$ 2,400.00				$ 65.33	155.15	145.85	$ 232.64			$ 1,148.18	$ 2,221.15	$ 2,070.00	$ 6,038.30	$ (3,638.30)
Office Supplies		$ 200.00	$ 1,100.00				$ 65.65	42.02	$ 206.05	$ 142.95	$ 101.17	$ 192.11		$ 772.41	$ 104.66	$ 1,627.02	$ (527.02)
Office Equipment		$ 400.00	$ 3,600.00					394.38		$ 164.85				$ 466.72		$ 1,025.95	$ 2,574.05
																$ -	$ -
10% Overhead	$ 5,200.00	$ 5,200.00	$ 5,200.00	$ 141.62	$ 634.04	$ (112.98)	$ 334.86	$ 346.40	$ 348.13	$ 389.37	$ 545.68	$ 424.97	$ 494.11	$ 666.73	$ 987.07	$ 5,200.00	$ -
																	$ -
Total	$ 104,000.00	$ 104,000.00	$ 104,000.00	$ 1,557.77	$ 6,974.40	$ 5,383.99	$ 7,032.15	$ 7,274.46	$ 7,310.68	$ 8,176.81	$ 11,459.22	$ 8,924.40	$ 10,376.38	$ 14,001.31	$ 15,528.09	$ 103,999.66	$ 0.34
					$ 8,532.17	$ 13,916.16	$ 20,948.31	$ 28,222.77	$ 35,533.45	$ 43,710.26	$ 55,169.48	$ 64,093.88	$ 74,470.26	$ 88,471.57			$ 0.34
												Move to Cal ICH Grant			$ 68,466.21		

Bryant Street Homless Shelter (Opportunity Village) 810-9700-490.90-59 PROJECT CODE HA2401
2024-2025
Balance Carried from FY2024 $ 272,502.35

	CAPITAL EXPENSES:	Committed	Spent			
		$ -	**$ -**			
	MONTHLY EXPENSES:	$ -	$ -			
	City of Banning	$ 2,549.93	$ 2,549.93	Utilities	Yes	**Tab B**
	A.C. Propane			Propane	Yes	**Tab B**
	Enterprise Lease	$ 827.37	$ 827.37	Unit 205 Ford Fusion Lease	Yes	**Tab B**
		$ 3,377.30	**$ 3,377.30**			
		Balance	$ -			

MISC EXPENSES:

Date	Vendor	Invoice #	Amount	Description	Project #	**Check #**	
6/28/2024	Fast5Xpress	18997	**$ 18.00**	Vehicle Wash	Yes	**CC**	**X**
7/2/2024	Beaumont Safe & Lock	77335	**$ 188.29**	R&R Damaged Locks	Yes	**192386**	**X**
7/3/2024	Chipoltle	48155	**$ 46.93**	Lunch for OPV Clients	Yes	**CC**	**X**
7/3/2024	Rite Aid	2542712	**$ 447.60**	Gift Cards for OPV Clients	Yes	**CC**	**X**
7/5/2024	Beaumont Safe & Lock	77134	**$ 79.00**	Repair Handle	Yes	**192386**	**X**
7/6/2024	Amazon	1DXN-N1D7-G43C	**$ 700.42**	Refrigerator/Bodycam/Supplies	Yes	**192286**	**X**
7/7/2024	Williams Scotsman	9021361383	**$ 1,611.94**	Office Trailer Lease	Yes	**192160**	**X**
7/8/2024	Fast5Xpress	20477	**$ 14.00**	Vehicle Wash	Yes	**CC**	**X**
7/8/2024	Wienerschnitzel	CHK 995	**$ 32.18**	Meals for OPV Clients	Yes	**CC**	**X**
7/15/2024	Rite Aid	1690928	**$ 447.60**	Gift Cards for OPV Clients	Yes	**CC**	**X**
7/16/2024	WabaGrill	88734	**$ 33.70**	Meals for OPV Clients	Yes	**CC**	**X**
7/18/2024	Fast5Xpress	97466	**$ 16.00**	Vehicle Wash	Yes	**CC**	**X**
7/19/2024	Good China Express	67851	**$ 12.53**	Meals for OPV Clients	Yes	**CC**	**X**
7/19/2024	Rite Aid	56723088	**$ 447.60**	Gift Cards for OPV Clients	Yes	**CC**	**X**
7/19/2024	WabaGrill	58060	**$ 29.81**	Meals for OPV Clients	Yes	**CC**	**X**
7/20/2024	4 Bros Liquor	89374	**$ 12.97**	Water	Yes	**CC**	**X**
7/20/2024	Jack in the Box	26524	**$ 22.99**	Meals for OPV Clients	Yes	**CC**	**X**
7/22/2024	Amazon	1GD1-NRNQ-1NVP	**$ 578.50**	Pantry Items	Yes	**192167**	**X**
7/22/2024	Jack in the Box	Lost	**$ 12.60**	Meals for OPV Clients	Yes	**CC**	**X**
7/23/2024	Wienerschnitzel	CHK 315	**$ 23.34**	Meals for OPV Clients	Yes	**CC**	**X**
7/24/2024	SiteOne Landscape	144288278-001	**$ 318.40**	Rebar to tie down Irrigation Line	Yes	**192524**	**X**
7/25/2024	KFC	48934	**$ 11.51**	Meals for OPV Clients	Yes	**CC**	**X**
7/26/2024	WabaGrill	8829	**$ 23.81**	Meals for OPV Clients	Yes	**CC**	**X**

7/31/2024	Jersey Mikes	01-001636-02-237576	$	32.54	Meals for OPV Clients	Yes	**CC**	**X**
7/31/2024	Walgreens	Reprint	$	85.91	OPV Supplies	Yes	**CC**	**X**
8/1/2024	Walmart	76906	$	176.72	Client Personal Items	Yes	**CC**	**X**
8/1/2024	Rite Aid	2549127	$	11.84	Client Personal Items	Yes	**CC**	**X**
8/5/2024	Fast5Xpress	59880	$	16.00	Vehicle Wash	Yes	**CC**	**X**
8/6/2024	Lyft	None	$	73.29	OPV Client Ride	Yes	**CC**	**X**
8/7/2024	Shared Housing Conference	ch_3PkFziFLLG98fP	$	612.59	Conference and Certification	Yes	**CC**	**X**
8/7/2024	Diamond Environmental	5584753	**$**	**225.24**	Portable Restrooms	Yes	**192407**	**X**
8/12/2024	So Cal West Coast Electric	47779	**$**	**1,280.00**	Disconnect Power from Office Trailer	Yes	**192530**	**X**
8/14/2024	Taco Bell	5b80di	$	21.29	Meals for OPV Clients	Yes	**CC**	**X**
8/15/2024	Jack in the Box	79394	$	19.59	Meals for OPV Clients	Yes	**CC**	**X**
8/19/2024	Super Bargain Outlet	104410	$	6.48	Water	Yes	**CC**	**X**
8/19/2024	Jack in the Box	82784	$	18.30	Meals for OPV Clients	Yes	**CC**	**X**
8/20/2024	Rite Aid	2553139	$	457.60	Gift Cards for OPV Clients/Medical Aid	Yes	**CC**	**X**
8/22/2024	Smart & Final	24039	$	25.94	Supplies	Yes	**CC**	**X**
8/23/2024	Jack in the Box	71378	$	8.39	Meals for OPV Clients	Yes	**CC**	**X**
8/23/2024	Gus Jr	Illegible	$	15.58	Meals for OPV Clients	Yes	**CC**	**X**
8/23/2024	Gus Jr	Illegible	$	44.33	Meals for OPV Clients	Yes	**CC**	**X**
8/27/2024	WabaGrill	89187	$	18.98	Meals for OPV Clients	Yes	**CC**	**X**
8/29/2024	Lyft	None	$	34.82	Patrick Pettigrew to Corona	Yes	**CC**	**X**
8/29/2024	Beaumont Do IT Best	547165	**$**	**34.35**	Lumber for Office Trailer	Yes	**192622**	**X**
8/29/2024	Beaumont Do IT Best	547167	**$**	**17.22**	Adhesive for Office Trailer	Yes	**192622**	**X**
9/3/2024	Fast5Xpress	75326	$	16.00	Vehicle Wash	Yes	**CC**	**X**
9/4/2024	WabaGrill	43603	$	24.59	Meals for OPV Clients	Yes	**CC**	**X**
9/6/2024	Casa Cruz	8149	$	80.72	Meals for OPV Clients	Yes	**CC**	**X**
9/7/2024	Gus Jr	92078	$	85.30	Meals for OPV Clients	Yes	**CC**	**X**
9/8/2024	Rite Aid	2557244	$	447.60	Gift Cards for OPV Clients	Yes	**CC**	**X**
9/9/2024	Xenia Pacific	6362	**$**	**68.96**	Hickman Polos	Yes	**192769**	**X**
9/9/2024	Diamond Environmental	5648286	**$**	**416.54**	Temporary Restroom	Yes	**192794**	**X**
9/11/2024	Beaumont Do IT Best	547683	$	24.21	Paint for new office trailer	Yes		
9/17/2024	Beaumont Do IT Best	549-7937	$	16.14	Sealant for Office Trailer Install	No		
9/24/2024	Home Depot	9012316	$	38.75	Alum Tape for Office Trailer Install	Yes		

	$	**9,585.53**
Total Spent	**$**	**12,962.83**
Balance	$	259,539.52

TAB B

Direct Pay **City of Banning Utilties** $ 10,000.00

Date	Invoice	Amount	Check #	Packet
7/18/2024	10194557468JL24	**$ 334.09**	**192242**	**X**
7/18/2024	10194557548JL24	**$ 809.45**	**192242**	**X**
8/15/2024	10194557468AU24	**$ 299.87**	**192561**	**X**
8/15/2024	10194557548AU24	**$ 1,106.52**	**192561**	**X**

Total $ 2,549.93
Balance **$ 7,450.07**

Enterprise Lease $ 3,500.00

Date	Invoice	Amount	Check #	Packet
7/3/2024	FBN5076670	**$ 275.79**	**192410**	**X**
8/3/2024	FBN5107186	**$ 275.79**	**192410**	**X**
9/5/2024	FBN5136561	**$ 275.79**	**192795**	**X**

Total $ 827.37
Balance **$ 2,672.63**

A.C. Propane $ 1,000.00

Date	Invoice	Amount	Check #	Packet

Total $ -
Balance **$ 1,000.00**

ELIGIBLE USE CATEGORY	DESCRIPTION	NAME OF ENTITY	UNIT	RATE	TIME	ERF-2-R BUDGET	Obligated	FY2024 Spent	FY2025	2 SENTENCE DESCRIPTION
Interim Sheltering	Pallet Shelters	Opportunity Village	5.00	14,448.15		106,247.18	106,247.18	106,247.18		5 shelters - amount includes shelter structure; electrical kit w/heater; air conditioner w/install kit; folding bunk bed; custom fit mattress pad; assembly; tax; shipping; + 10% contingency for inflation
Interim Sheltering	Electric Hookup	Opportunity Village	Hookup for 5 shelters	40,000.00		15,173.75	15,173.75	15,173.75		Contracted electric hookup for 5 pallet shelters
Improvements to Existing Emergency Shelters	Security Wireless Network	Opportunity Village	Security System/cameras			18,792.74	18,792.74	18,792.74		Mount J-Arms; 6 Switches; 1 Omni Antenna; 1 Radio for Omni; 1 Gig Link to Highsite; Misc. Cable/Hardware; Engineering Design; Installation Labor; + 10% contingency for inflation Surveillance Cameras
Improvements to Existing Emergency Shelters	Pavement preparation	Opportunity Village				22,850.10	22,850.10		22,850.10	Crack Seal
Improvements to Existing Emergency Shelters	Pavement improvements	Opportunity Village	Gallon	22		18,348.88	18,348.88	12,121.88	6,227.00	30 36" Carolina Cherry Trees
Improvements to Existing Emergency Shelters	LED Lighting	Opportunity Village	LED lighting	17,460		16,046.84	16,046.84	16,046.84		LED lighting and installation
Improvements to Existing Emergency Shelters	Sound Barrier Wall	Opportunity Village	1.00	390,000		390,000.00	390,000.00	37,492.50	352,507.50	Acoustifence sound dampening curtain w/appurtenances - includes $175,000 for fence, an estimated $50,000 for installation
Improvements to Existing Emergency Shelters	Shade Structure	Opportunity Village	1.00	30,000		31,530.00	31,530.00		31,530.00	40' x 20' fabric shade structure, poles, attachments
	Utility Trailer					11,953.79	11,953.79	11,953.79		Utility Trailer for cleaning up camps
	Van					16,000.00	16,000.00	16,000.00		Van for CHAT Purposes
Delivery of Permanent Housing	Utilities for Housing					8,837.12	8,837.12	924.09	7,913.03	Additional Housing
Delivery of Permanent Housing	Rapid Rehousing funding	Permanent Housing	1.00	150,000	36 months	116,680.60	116,680.60	114,480.60	2,200.00	Funding to expedite transition to permanent housing - credit check fees, rental application fees, rent assistance, deposits, etc.
Services Coordination	Wraparound Services					68,466.21	68,466.21	68,466.21		Faith in Action August through January 2024
Services Coordination	Wraparound Services	CHAT Outreach	2.00	104,000	12 months	139,533.79	139,533.79	86,531.06	53,002.73	City Employee provioded wrap around services. February through June 2024
	Adjust to Balance									
						$ 980,461.00	**$ 980,461.00**	**$ 504,230.64**	**$ 476,230.36**	
							$ 980,461.00	$ 490,230.45	$ 488,918.35	
						Balance to Comply		**$ (14,000.19)**		

52,185.82

Administrative Costs	Grant Administration	City of Banning			36 months					Grant Administration
						$ -				
						$ 980,461.00				

Cal ICH ERF-2

810-9700-490.90-60

Budget	FY2024		$ 980,460.90	$ 491,542.55		FY2025		$ 476,230.36		
Date	PO/INV	Desc	Committed	Spent	Check #	Date	Invoice			Check #
1/9/2024	PO 32682	IMEG	$ 103,486.00			7/14/2024		312 N Util	$ 190.11	192175
1/9/2024	Council	IMEG/Cons	$ 286,514.00			7/18/2024		146 N Util	$ 125.01	192242
2/6/2024	312 N 4th	Haskell	$ 31,500.00	$ 31,500.00	190297	7/29/2024	102.00-5	IMEG	$ 4,150.50	192720
2/12/2024	312 N 4th	Haskell	$ 1,730.60	$ 1,730.60	190396	7/31/2024	109197	Mariposa	$ 6,227.00	192511
2/29/2024	146 N 4th	Haskell	$ 33,750.00	$ 33,750.00	190624	8/5/2024		962 W Ramsey	$ 2,200.00	192319
3/14/2024	PO 32771	LIT	$ 106,247.18			8/15/2024		146 N Util	$ 156.87	192561
3/14/2024	81017	LIT		$ 62,205.00	190828	8/19/2024		312 N Util	$ 208.18	192791
3/14/2024	PO 32773	Vision	$ 19,438.44							
3/14/2024	PO 32773	Vision	$ (645.70)							
4/3/2024	102.00-1	IMEG		$ 16,005.00	191102					
4/12/2024	PO 32811	SCWCE	$ 14,650.00							
4/15/2024	457 E Hoffer	Trejo	$ 47,500.00	$ 47,500.00	191135					
4/17/2024	20764	Vision		$ 17,890.71	191220					
4/22/2024	81025	LIT		$ 36,670.00	191265					
5/12/2024	102.00-2	IMEG		$ 3,812.50	191682					
5/3/2024	46368	SCWCE		$ 13,917.50	191370					
5/3/2024	46369	SCWCE		$ 732.50	191442					
5/15/2024	1255	BEU	$ 16,046.84	$ 16,046.84	191547					
5/23/2024	46571	SCWCE	$ 523.75	$ 523.75	191635					
5/30/2024	PO 32871	Big Tex	$ 11,953.79							
6/4/2024	102.00-3	IMEG		$ 4,170.00	191682					
6/6/2024	254067	Big Tex		$ 11,953.79	191657					
6/12/2024	VIN#79048	COB-PW	$ 16,000.00	$ 16,000.00	191665					
6/18/2024	PO 32892	AY Nursery	$ 12,121.88	$ 12,121.88	192035					
6/28/2024	20765-RET	Vision		$ 902.03	191926					
6/28/2024		Utilities	$ 11,037.12	$ 924.09	191833					
6/28/2024	PO 32405	Mariposa	$ 6,227.00							
6/30/2024		Faith in Ac	$ 68,466.21	$ 68,466.21	01AJE2501					
6/30/2024	06IFT2407	Internal Svc	$ 139,533.79	$ 86,531.06	06IFT2407					

6/30/2024		Pavement	$ 22,850.10		
6/30/2024		Shade	$ 31,530.00		
6/30/2024	102.00-4	IMEG		$ 13,505.00	192327
6/30/2024		LIT Sales		$ 7,372.18	06AJE2403

			$ 980,461.00	**$ 504,230.64**	**$ 13,257.67**
				$ (86,531.06)	
		Naviline	Spent	$ 417,699.58	Balance $ 462,972.69
			Pre-Encumbered		
			IMEG Design	$ 65,993.50	
			Mariposa	$ 6,227.00	
			Balance to Naviline	$ 489,920.08	

Prepared 9/30/24, 10:49:54	Hours History Detail	
CITY OF BANNING	Starting	9/20/2021
OPPORTUNITY VILLAGE	Ending	9/15/2024
Employee	**Hours Quantity**	**Dollar Amount**
AVILA, JOSE	**3,938.50**	**108,928.10**
CARLOS, MARIO R	**2,333.00**	**66,414.09**
FORD JR, STEVEN D	**2,610.63**	**74,802.82**
HICKMAN, ELIZABETH	**979.00**	**31,880.62**
JOHNSON, KAIANA J	**323.67**	**6,005.21**
MARTINEZ, ARMANDO L	**1,120.00**	**28,733.09**
MOLINA, GUILLERMO	**417.00**	**10,750.26**
PLATT, JEFFREY	**3,293.00**	**138,507.83**
RUIZ, ROMAN	**3,103.80**	**114,479.52**
	TOTAL	**580,501.54**

DocuSign Envelope ID: 6551BC35-6559-49E2-84E6-9751CDC85A4B

CONTRACT (C00904)
CITY OF BANNING CONTRACT FOR
WELL M-12 A GROUNDWATER PRODUCTION WELL DRILLING, CONSTRUCTION, DEVELOPMENT, AND TESTING (IFB 23-035)

THIS CONTRACT ("Contract") is made and entered this October 10, 2023, ("Effective Date"), by and between the CITY OF BANNING, a California municipal corporation ("City") and Nor-Cal Pump & Well Drilling, Inc., a California corporation ("Contractor"). Contractor's California State Contractor's license number is 908591; Class B, C-57, C-61. Contractor's DIR registration number is 1000012947.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Street Improvements at Various Locations ("Project"), as described in this Contract and in the Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of Two Million Forty-Nine Thousand Ninety-Six Dollars ($2,049,096.00) in accordance with the prices as submitted in the Bid.

4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City 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. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq*.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor 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'

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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."

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

11. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF BANNING

By: _____ 10/27/2023
City Manager Date

ATTEST:

By: _____ 10/27/2023
Deputy City Clerk Date

APPROVED AS TO FORM:

By: Serita Young 10/23/2023
City Attorney Date

City Council Approval: 2023-10UA

Nor-Cal Pump & Well Drilling, Inc.
("CONTRACTOR")

By: Harkrishan Heer 10/27/2023
Name: Harkrishan Heer Date
Title: Vice President

By: _____
Name: Date
Title: