AGENDA

CITY COUNCIL - REGULAR MEETING
CITY OF BANNING, CALIFORNIA

December 9, 2025
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.

This meeting is being held via Zoom so that members of the public may observe and participate in this meeting electronically. If you participate in this meeting via Zoom, you are agreeing to abide by the City's Zoom Community Standards for Public Meetings (provided in full on the last page of the agenda). *Esta reunión se lleva a cabo en la Cámara y a través de Video/Teleconferencia en Zoom para que los miembros del público puedan observar y participar en esta reunión de manera electrónica. Si elige participar en esta reunión a través de Zoom, acepta cumplir con los Estándares comunitarios de Zoom para reuniones públicas de la ciudad (que se proporcionan en su totalidad en la última página de la agenda).*

To observe and participate in the online video portion of the meeting through your personal computer or device, follow this link:
https://us02web.zoom.us/j/82012644588?pwd=RwqtJC8xehLDKZvr3LEKOf9u8uP2pt.1

Dial in: +1 669 900 9128

Meeting ID: 820 1264 4588
Password: 92220

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

1. CALL TO ORDER

1.1 **INVOCATION**
Performed by Pastor Todd Oldenburg of Thrive Church

1.2 **PLEDGE OF ALLEGIANCE**

1.3 **ROLL CALL**

2. AGENDA APPROVAL

2.1 **AGENDA APPROVAL**

3. PRESENTATIONS

4. REPORT ON CLOSED SESSION

John Pinkney, City Attorney

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 PUBLIC COMMENTS

A three (3) minute limitation shall apply to each member of the public who wishes to address the Council on a matter not on the agenda. No member of the public shall be permitted to share their time with any other member of the public. PLEASE STATE YOUR NAME FOR THE RECORD.

5.2 CORRESPONDENCE

5.3 APPOINTMENTS

Annual City Council Reorganization
Recommendation: Staff respectfully recommends that the City Council appoint one of its members as Mayor and a second as Mayor Pro Tem to serve for a period of one year consistent with Banning Municipal Code, Chapter 2.04.070.

Parks and Recreation Commission Appointment - Position 4, term ending January 31, 2027.
Recommendation: Appoint the applicant to fill the vacancy in Position 4, term ending January 31, 2027, on the Banning Parks and Recreation Commission.

5.4 CITY COUNCIL COMMITTEE REPORTS

5.5 CITY TREASURER'S REPORT

5.6 CITY MANAGER'S REPORT

5.7 CITY ATTORNEY'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 Consideration and Approval of the meeting minutes of the April 22, October 28 and November 12, 2025, City City Council meetings.
Recommendation: Approve the meeting minutes of the April 22, 2025, October 28, 2025 and November 12, 2025, City Council meetings.

6.2 Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports for October 2025.
Recommendation: Receive and file.

6.3 Receive and File Code Enforcement Statistics for the Month of November 2025
Recommendation: Receive and file.

6.4 Receive and File Police Department Statistics for the Month of November 2025.
Recommendation: Receive and file.

6.5 Receive and File Animal Control Statistics for the Month of November 2025
Recommendation: Receive and file.

6.6 Receive and File Fire Protective Services Statistics for the Month of November 2025.

Recommendation: Receive and file.

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

6.8 Consideration of Resolution 2025-03 SA, Approving the Establishment of Recognized Obligation Payment Schedule (ROPS) 26-27 A and B for the Period of July 2026 through June 2027 and Approving Certain Related Actions
Recommendation: Adopt Resolution 2025-03 SA.

6.9 Consideration of Resolution 2025-163, Accepting a donation from Sun Lakes Charitable Trust in the amount of $2,000
Recommendation: Adopt Resolution 2025-163.

6.10 Consideration of Resolution 2025-166, Approving Community Development Block Grant (CDBG)Applications for Fiscal year 2026/2027
Recommendation: Adopt Resolution 2025-166.

6.11 Consideration of Resolution 2025-168, Approving a Human Resources Director Employment Agreement
Recommendation: Adopt Resolution 2025-168.

6.12 Consideration of Resolution 2025-169, Amending the Classification and Compensation Plan, Position Reclassification (Public Safety Dispatch Supervisor)
Recommendation: Adopt Resolution 2025-169.

6.13 Consideration of Resolution 2025-170, Authorizing Five Professional Service Agreements for On-call Environmental Services for Current and Future Public and Private Projects with the Following Firms: The Altum Group, Dudek, LSA Associates, MNS Engineers, Inc. and Ruth Villalobos & Associates.
Recommendation: Adopt Resolution 2025-170.

6.14 Consideration of Resolution 2025-171, Approving a Professional Services Agreement with Willdan Engineering for Building and Safety Services, including Plan Review, Landscape Design Review and Staff Augmentation.
Recommendation: Adopt Resolution 2025-171.

6.15 Consideration for Resolution 2025-172, Awarding an Agreement for Homeless Encampment Clean Up, Illegal Dumping Abatement and Graffiti Removal Services to Clean Harbor Environmental Services in the Amount of $150,000 per Year and Rejecting All Other Bids
Recommendation: Adopt Resolution 2025-172.

6.16 Consideration of Resolution 2025-173, Awarding a Professional Services Agreement for the Animal Shelter Facility Assessment and Feasibility Study to IDS Group, Inc. in the Amount of $144,487 and Rejecting All Other Bids
Recommendation: Adopt Resolution 2025-173.

6.17 Consideration of Resolution 2025-174, A Resolution of the City Council of the City of Banning Making Findings for Unexpended Development Fees in Accordance with Government Code Section 66000 and Reviewing and Accepting Annual Development Fee Disclosure Information.
Recommendation: Adopt Resolution 2025-174.

7. PUBLIC HEARINGS

7.1 Consider Introduction and First Reading of Ordinance No. 1614 Repealing and Replacing Chapter 12.32 (House Numbering System), and Adoption of Resolution No. 2025-165 Approving the Citywide Addressing Policy.

Recommendation:

1. Waive full reading, direct the City Clerk to read the ordinance by title only, and introduce Ordinance No. 1614
2. Adopt Resolution No. 2025-165 approving the City of Banning Addressing Policy

8. DISCUSSION ITEMS/ACTION ITEMS

8.1 Consideration of Resolution 2025-164, Approving the Purchase of 45 Axon Taser 10 Electronic Control Devices, Accessories, Evidence.com Storage, and Virtual Reality Training Equipment
Recommendation: Adopt Resolution 2025-164.

8.2 Non-Binding Memorandum of Understanding (MOU) between the Cities of Banning, Beaumont, Calimesa, and the Morongo Band of Mission Indians to Collaborate and Continue Discussions Toward the Formation of a Joint Powers Authority for Animal Control Services
Recommendation: Authorize the Interim City Manager to Sign a Non-Binding Memorandum of Understanding (MOU) between the Cities of Banning, Beaumont, Calimesa, and the Morongo Band of Mission Indians.

8.3 Consideration of Resolution 2025-175, Authorizing the exception of the 180-Day Waiting Period for Retired Annuitant (RA) Bonnie Johnson
Recommendation:

Adopt Resolution 2025-175.

9. REPORTS OF OFFICERS

10. ANNOUNCEMENTS FROM CITY COUNCIL MEMBERS

11. ITEMS FOR FUTURE AGENDAS

11.1 **NEW ITEMS**

11.2 **EXISTING ITEMS**

1. Animal Control Facility Assessment (Flynn) January 2025
2. Emergency Preparedness (Barrington) January 2025
3. Contractor(s) to do Citywide Cleanup (Flynn) May 2025
4. Review and Update Council Travel Policy (Flynn) May 2025
5. Streamline Procurement Policy (Flynn) August 2025
6. Community Garden, Sun Lakes (Flynn) September 2025
7. Update (anti-camping) Ordinance 1603 (Flynn) October 2025

12. ADJOURNMENT

Next Regular Meeting – January 13, 2026

Zoom Community Standards for Public Meetings

By participating in this meeting on Zoom, you are agreeing to abide by the City of Banning's Community Standards for Public Meetings. Zoom attendees that fail to adhere to these standards may be removed from the meeting room.

- Your microphone must remain on mute, and you may only unmute your microphone when/if you are recognized by the Mayor.
- Your camera must be turned off unless/until you are recognized by the Mayor.
- To indicate a desire to make Public Comment, you must use the Raise Hand function. The Mayor will not recognize those who have not used the Raise Hand function.
- Public Comment from Zoom attendees will immediately follow in-person comment from members of the public in Council Chambers.
- If you fail to adhere to these community guidelines, **you may be removed** for disrupting the meeting occurring in Council Chambers. You may rejoin the meeting but may be removed for each violation of these community standards.
- The chat function will be disabled for all City Council meetings on Zoom.

Estándares comunitarios de Zoom para Reuniones Públicas

Al participar en esta reunión en Zoom, usted acepta cumplir con los Estándares Comunitarios para Reuniones Públicas de la ciudad de Banning. Los que atienden por Zoom que no cumplan con estos estándares pueden ser retirados de la sala de reuniones.

- Su micrófono debe permanecer en silencio, y solo puede reactivar su micrófono cuando / si es reconocido por el alcalde.
- Su cámara debe estar apagada a menos que sea reconocido por el alcalde.
- Para indicar el deseo de hacer un Comentario Público, debe utilizar la función Levantar la mano. El alcalde no reconocerá a quienes no hayan utilizado la función Levantar la mano.
- Los comentarios públicos de lo que atienden por Zoom seguirán inmediatamente los comentarios en persona de los miembros del público en las Cámaras del Consejo.
- Si no cumple con estas pautas de la comunidad, es posible que lo destituyan por interrumpir la reunión que tiene lugar en las Cámaras del Consejo. Puede volver a unirse a la reunión, pero es posible que lo eliminen por cada violación de estos estándares de la comunidad.
- La función de chat estará deshabilitada para todas las Reuniones del Ayuntamiento en Zoom.

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.

Vickie Sellers

Vickie Sellers, Elected City Clerk
Secretaria Municipal Electa

PUBLIC NOTICE • NOTICIA PÚBLICA

Meeting Agendas and Notices

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

Public Comment

Agenda Items

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

Non-Agenda Items

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

Special Assistance/Accessibility Requests

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

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

CONTACT • CONTACTO

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

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Sandra Calderon, Acting Deputy City Clerk**
MEETING DATE:	**December 9, 2025**
SUBJECT:	**Annual City Council Reorganization**

RECOMMENDATION:

Staff respectfully recommends that the City Council appoint one of its members as Mayor and a second as Mayor Pro Tem to serve for a period of one year consistent with Banning Municipal Code, Chapter 2.04.070.

BACKGROUND:

The annual process of Council reorganization is set by the Banning Municipal Code, Chapter 2.04.070, which dictates that City Council appoint one of its members as Mayor and a second as Mayor Pro Tem.

The term of service for both Mayor and Mayor Pro Tem shall be for a period of one year from date of appointment or until a successor is appointed. No person may become Mayor or Mayor Pro Tem unless a majority of Council members votes to approve the action. A Council Member may be elected to a maximum of two consecutive one-year terms in the same position.

JUSTIFICATION:

In accordance with statute, these appointments are made at the meeting the municipal elections results are declared and new elected officials sworn in and seated. In non-election years, reorganization occurs at the first meeting in December.

Finally, City code dictates that the Council Member appointed to Mayor shall serve as the Chair of the City's Successor Agency and Housing Authority. The member appointed as Mayor Pro Tem will serve as the Vice Chair to each of these bodies. The Mayor Pro Tem serves as Mayor or Chair only in instances where the Mayor is absent, or the position vacated.

FISCAL IMPACT:

N/A

ALTERNATIVES:

There are no alternatives since the City's Municipal Code requires this annual process.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Municipal Code - Appointment of Mayor and Mayor Pro Tem.pdf

2.04.070 - Appointment of mayor and mayor pro tem.

A. General/Annual Appointments.

1. The City of Banning has a council/manager form of municipal government. All five members of the city council are elected at large to four-year terms. The mayor serves as the nominal head of the council and the mayor pro tem serves as the locum tenens in the absence of the mayor. Additionally, the city has related agencies, including the successor agency to the former community redevelopment agency and the Banning housing authority. These related entities have various officers, including a chair person and vice chairperson.

2. The city council shall choose one of its members as mayor and one of its members as mayor pro tem every other year at the meeting at which the declaration of the municipal election results and the installation of the newly elected officers is made pursuant to sections 10262 and 10264 of the California Elections Code, following the declaration of the election results. Additionally, in the intervening years, the organizational meeting shall be held at the first meeting in December. The term of service for both mayor and mayor pro tem shall be for a period of one year from the date of appointment or until their successor is appointed. No person may become mayor or mayor pro tem unless a majority of the council votes to approve the action.

3. A councilmember may be elected to a maximum of two consecutive one-year terms in the same office.

4. The mayor shall serve as the chair of the successor agency to the former community redevelopment agency and as chair to the housing authority. The mayor pro tem shall serve as the vice chair of the successor agency to the former community redevelopment agency and as vice chair to the housing authority.

B. Removal. With a majority vote of the body, any officer holding any office governed by this section may be replaced; but in general, such changes should not be made in midterm, and if made, a replacement officer shall be appointed as stated above in subsection 2.04.070(A).

C.

Office of the Mayor Pro Tem. The mayor pro tem will serve as mayor in the event of the absence of the mayor and will be appointed as the mayor when there is a vacancy in the office of mayor.

D. Manual of Procedures to Govern. All other terms and procedures associated with the seats of mayor/chair, mayor pro tem/vice chair shall be governed by that "Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings for the City of Banning" adopted on October 23, 2012 and as may be amended from time to time.

(Ord. No. 1442, § 2, 10-25-11; Ord. No. 1457, § 1, 11-13-12; Ord. No. 1458, § 1, 10-23-12; Ord. No. 1471, § 2, 10-8-13)

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Sandra Calderon, Acting Deputy City Clerk**
MEETING DATE:	**December 9, 2025**
SUBJECT:	**Parks and Recreation Commission Appointment - Position 4, term ending January 31, 2027.**

RECOMMENDATION:

Appoint the applicant to fill the vacancy in Position 4, term ending January 31, 2027, on the Banning Parks and Recreation Commission.

BACKGROUND:

The Parks and Recreation Commission's rules and responsibilities are governed by Chapter 2.40 of the Municipal Code. The Commission's main function is to serve as an advisory board to the City Council and the Parks and Recreation Director for the purpose of the formulation of rules, regulations and policies for all parks and recreation programs, activities, and fees.

The Banning Municipal Code Section 2.40.030 requires applications be made available and vacancies announced at least two months prior to the vacancy. The vacancy was advertised on the City's website and across social media platforms. The application period closed on Monday, November 17, 2025.

JUSTIFICATION:

One application from Rita Chapparosa was received for the Parks and Recreation Commission vacancy.

The candidate will be interviewed in a Special Meeting - Workshop on November 9, 2025 beginning at 4:00 p.m. Staff recommends appointing the applicant to the City's Parks and Recreation Commission.

FISCAL IMPACT:

N/A

ALTERNATIVES:

1. City Council could choose to appoint the applicant to the vacant position.
2. Don't appoint the applicant to the City's Parks and Recreation Commission and direct staff to reopen the recruitment.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. 2025 11 14_Appplication_Rita Chapparosa.pdf
2. Banning__CA_Code_of_Ordinances_2.40.pdf

RECEIVED
NOV 14 2025
City of Banning
City Clerk's Office

APPLICATION TO SERVE ON PARKS AND RECREATION COMMISSION

This application is to fill **one immediate vacancy** on the Parks and Recreation Commission. The term of office for both positions will begin immediately and will expire on January 31, 2027. The Parks and Recreation Commission meets monthly on the **Third Wednesday** of each month, except July and August, beginning at 6:00 p.m. **Applications are due to the Office of the City Clerk no later than Monday, November 17, 2025 at 5:00 p.m.**

Name: Rita Chapparosa

Phone: (951) 295-4668

Email Address: rchapparosa@gmail.com

Address: 274 Sunrise Avenue, Banning, CA, 92220

Are you currently employed? ☐ Yes ☒ No

Position: Retired Company: _____

Length of Residency in Banning: 68 years

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to attend commission meetings on the regular meeting date? ☒ Yes ☐ No

Information requested below will be used by the City Council as a screening process to determine which applicants will be interviewed for the Parks & Recreation Commission. ***Please do not submit supplemental materials.***

1. Tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to this appointment.

I have been a citizen of Banning all my life. I love my city and it would be a privilege to serve on the Parks & Recreation Commission. Retired from the City of Banning after over 37 years as the Human Resource Manager and Deputy Human Resources Director/Risk Management. I obtained my Bachelors degree and Masters degree in Business & Human Resources. I was a member in the following groups: Mexican American Scholarship Assoiation, United Way of the Inland Valleys-Pass Area Campaign Committee Member, United Way Campaign Coordinator for the City of Banning Employees, Mentor-Banning Unified School District, Morongo Indian Headstart- Parent Advisory, Title IV Indian Education Program Parent Committee for the Banning Unified School District, Junior All American Pass Footall/Cheer Coach and currently on the Financial Commission at St. Kateri Tekakwitha of Banning & Beaumont.

2. What unique skills and traits would you bring to the commission?

I feel that I would a great value to the Commission based on my background/experience with other organizations. I understand that the Parks & Recreation Commission are limited to responsibilities based on the rules & regulations on this commission. Due to budget constraints, I understand that the city is limited in funds for the Parks & Recreation events. We need to work on ways to get the community involved and find out what they would like from the City for our youth and adults.

3. Why are you interested in serving on the Parks & Recreation Commission? What do you hope to achieve during your term of service?

My life has revolved around the Community in volunteerism with various groups. When I retired I planned to get involved more with my community.

I want to make recommendations to the City Council regarding much needed communty recreation needs. Review and make suggestions/recommendations on the operation, supervision and maintenance of playgrounds, athletic fields, swimming pools, indoor recreation centers, facilities designated for recreational use. Work with our Community Services Department to seek the needs of the City for recreational needs.

In accordance with Banning's City Council Resolution 2012-67, if selected you will be required to submit to a criminal background investigation, including LiveScan fingerprinting prior to your formal appointment.

Please return to: City of Banning
City Clerk's Office
99 E. Ramsey Street
PO Box 998
Banning, CA 92220

Return by: Monday, November 17, 2025 5:00 p.m.

Or email to: cityclerks@banningca.gov

Remember to sign your application.

Rita Chapparosa 11/11/2025

Signature Date

Chapter 2.40 - PARKS AND RECREATION COMMISSION

2.40.010 - Established—Purpose.

There is hereby established a parks and recreation commission of the city for the purpose of facilitating the integration of the parks and recreation activities for the city.

(Code 1965, § 15-1; Ord. No. 1438, § 1.A., 6-14-11)

2.40.020 - Advisory agency designated—Powers and duties.

The city parks and recreation commission shall serve as an advisory agency to the city council and the director of community services for the purpose of the formulation of rules, regulations and policies for all parks and recreation programs, activities, and fees. Parks and recreation commission members shall be registered voters of the City of Banning.

(Code 1965, § 15-2; Ord. No. 1438, § 1.A., 6-14-11)

2.40.030 - Appointment of members.

A. The parks and recreation commission shall consist of five members.

B. The parks and recreation commission shall serve four-year terms, which shall be staggered every two years concurrent with the city elections. Appointments shall be made by the city council. Applications shall be made available and the closing date announced at least two months prior to the expiration of the commissioner's term to be filled.

C. Members shall serve at the pleasure of the council and may be removed at any time by a majority vote of the entire council.

D. Any member who is absent from two regular meetings of the Commission within a twelve-month period whether the absence is excused or not, will be deemed to have resigned their office and the City Council may appoint a new member to serve in the resigned commissioner's place for the remainder of the existing term.

(Code 1965, § 15-3; Ord. No. 1438, § 1.A., B., 6-14-11; Ord. No. 1579, § 2, 11-9-21)

2.40.040 - Conduct of meetings.

A. The commission shall meet at 6:00 P.M. on the third Wednesday of the following months: January, February, March, April, May, June, September, October and November.

B. Additional meeting may occur if deemed necessary by the city council or commission chairperson.

C. A majority of the voting members of the commission shall constitute a quorum.

(Code 1965, § 15-4; Ord. No. 1438, § 1.A., 6-14-11)

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Sandra Calderon, Acting Deputy City Clerk**
MEETING DATE:	**December 9, 2025**
SUBJECT:	**Consideration and Approval of the meeting minutes of the April 22, October 28 and November 12, 2025, City City Council meetings.**

RECOMMENDATION:

Approve the meeting minutes of the April 22, 2025, October 28, 2025 and November 12, 2025, 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 summary minutes in accordance with City Council Resolution 2025-22 and Government Code Section 36814, 4801, and 54953 (c)(2).

FISCAL IMPACT:

None

ALTERNATIVES:

1. Approve as recommended.
2. Approve with modifications.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. 2025 04 22 _ Workshop_DRAFT.pdf
2. 2025 04 22_City Council_Regular Meeting_DRAFT.pdf
3. 2025 10 28_ Cty Council_Regular_DRAFT.pdf
4. 2025 11 12_City Council_Closed Session_DRAFT.pdf

MINUTES

CITY COUNCIL - SPECIAL MEETING (WORKSHOP)
CITY OF BANNING, CALIFORNIA

April 22, 2025
4:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

The following information comprises the minutes for the special 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.

1. CALL TO ORDER – 4:04 P.M.

COUNCIL MEMBERS PRESENT: Council Member Cynthia Barrington
Mayor Sheri Flynn
Council Member Leroy Miller
Mayor Pro Tem Richard Royce
Council Member Colleen Wallace

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: John O. Pinkney, City Attorney
Robert Fisher, Acting City Manager
Vickie Sellers, City Clerk
Sandra Calderon, Acting Administrative City Clerk

2. PUBLIC COMMENTS - ***Agenda Items Only***

Harry Sullivan spoke about the location of his properties and the severity updates in relation to his fire insurance renewals. He also commented on the benefit of the Banning Municipal Airport and it's usage during fire season.

Frank Connolly asked whether public comment would also be opened after the workshop.

3. WORKSHOP

3.1 City of Banning Local Responsibility Area Fire Hazard Severity Zones Map Update

Mikki Sherry, Fire Marshal provided the presentation.

Council questions:

Mayor Flynn asked about the coloring to the severity zones, clarifying the color in

relation red, orange, pink and yellow. She also asked if realtors must disclose the information, and whether clearer map could be provided to include streets.

Mayor Pro Tem Royce asked how this would affect future developers coming into the city of Banning.

Mayor Flynn inquired about the footage of defensible space concerning the zoning, particularly zone zero. She also asked who would be responsible for enforcement and whether it would be mandatory.

Councilmember Wallace clarified the maintenance responsibilities for tree branches and bushes, specifying how to determine whether the city or the homeowner is responsible.

Mayor Flynn opened public comments

Frank Connolly commented about developers requirements to plant trees in public right-of-ways, calling it a fire hazard.

John Hagen commented on the zone maps and questioned the impact of current homes and fire insurance rates.

Harry Sullivan commented on his property located on Wilson St., mentioning his prior experience that nothing has caught fire and stating that the map is not accurate.

Mayor Flynn closed public comments

4. ADJOURNMENT – 4:48 P.M

Motion to adjourn the meeting made by Mayor Pro Tem Royce and seconded by Councilman Miller.

Motion carried unanimously 5-0.

Prepared by: Amanda Morgan, Program Coordinator
Reviewed and submitted by: Sandra Calderon, Acting Deputy City Clerk.

These minutes have been prepared as Summary Minutes in accordance with City Council Resolution 2025-22 and Government Code Sections 36814, 40801, and 54953(c)(2).

The entire discussion of this meeting may be viewed here:
https://banningca.granicus.com/player/clip/191?view_id=1&redirect=true

DRAFT

MINUTES

CITY COUNCIL - REGULAR MEETING
CITY OF BANNING, CALIFORNIA

April 22, 2025
5:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

The following information comprises the minutes 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.

1. CALL TO ORDER
– 5:05 PM

1.1 **INVOCATION**

1.2 **PLEDGE OF ALLEGIANCE**

1.3 **ROLL CALL**

COUNCIL MEMBERS PRESENT: Council Member Cynthia Barrington
Mayor Sheri Flynn
Council Member Leroy Miller
Mayor Pro Tem Richard Royce
Council Member Colleen Wallace

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: John O. Pinkney, City Attorney
Robert Fisher, Acting City Manager
Vickie Sellers, City Clerk
Sandra Calderon, Acting Administrative City Clerk

2. AGENDA APPROVAL

2.1 **AGENDA APPROVAL**

Motion to approve the agenda made by Councilmember Wallace and seconded by Councilmember Miller.

Motion carried unanimously 5-0

DRAFT

3. PRESENTATION

3.1 Proclamation - Small Business Month

Mayor Flynn read the proclamation

4. REPORT ON CLOSED SESSION

None

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 **PUBLIC COMMENTS**

Mayor Flynn opened public comments

John Hagen expressed concern about the lack of cleanliness throughout the city, especially in the downtown area. He referenced a video he watched where Juanita Diaz was cleaning up an area, and Jeff Platt told her to stop. He suggested that some property and business owners are neglecting their responsibilities to maintain their lots, leading to areas like those near the courthouse becoming overgrown and filled with trash again after previous clean-ups. He urged the city to take stronger action, including issuing fines or placing items on property that remain unmaintained.

Sue Savage, commented on signs of a possible recession in Banning, noting a sharp decrease in truck traffic on the I-10 freeway compared to past years. She explained that fewer 18-wheelers suggest reduced commerce, which could indicate a local economic downturn. She warned that these slowdowns could lead to declines in sales tax revenue, property values, and business activity. She encouraged the council and residents to pay attention to the local indicators.

Lincoln Bogard, referenced a special meeting held on Good Friday, noting that standing committees are subject to the Brown Act. He expressed concern about possible ongoing Brown Act violations, including past meetings involving the Mayor Pro Tem, City Treasurer, and Acting City Manager, in which staff were directed outside of public meetings, as well as email exchanges between the City Treasurer and City Council members. He also addressed being placed on administrative leave, stating that the letter doing so was legally improper and appeared retaliatory, coinciding with the acceptance of his complaint to the Grand Jury.

Diego Rose, addressed ongoing issues related to a neighboring project at 4296 W. Ramsey St., which he said has negatively affected his property and violated city codes, including the construction of a 10-foot wall. He stated he has raised these concerns for four years without resolution from city staff or past management. He requested that the matter be addressed publicly or

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placed on a future agenda to seek resolution, emphasizing their desire to work collaboratively with the city rather than to pursue legal action.

Harry Sullivan provided information regarding funding opportunities for the Banning Municipal Airport. He stated that the hangers are in poor condition but could be refurbished using Federal Airport Improvement grant funds available through the 2021 Infrastructure Bill. He noted that Banning was eligible for approximately $585,000 in total funding from 2022-2025, but Public Works has not pursued these grants. He urged the City Council to take action to apply for and utilize the funds to repair hangars and increase airport revenue.

Bill Hobbs, thanked the City Council, City Manager and City Attorney for their efforts and positive changes in the city, noting a more positive tone in community discussions. He expressed concern about the growing homelessness issue in Banning, mentioning related mental health, drug and alcohol challenges. He urged state and local governments to revisit the use of treatment facilities, such as state hospitals, to better address these issues. He also noted the increase in visible homelessness and crime around town, including near Banning Point, and mentioned plants to participate in a protest at Larry D. Smith Correctional Facility regarding inmate releases.

Heidie Marie, expressed concern about a city video being removed from the City of Banning's Facebook page, stating it should remain accessible to the public under the California Public Records Act. She felt that the removal violated the resident's rights to view and comment on public materials and mentioned her intent to seek legal counsel. She criticized comments allegedly made by the mayor on social media, describing them as inappropriate and dismissive towards residents. She also questioned the mayor's conduct during the meeting and the lack of financial reports from the City Treasurer, urging city leadership to set a better example and cause on transparency and professionalism.

Todd Oldenberg thanked the City Council for their service and acknowledged the challenge of leadership. He expressed concerns about homelessness, crime, vacant properties, and recent staff turnover, urging the council to improve transparency, unity and develop a clear vision for Banning's future focused on safety, business growth, and community well-being.

5.2 **CORRESPONDENCE**

5.3 **APPOINTMENTS**

5.4 **CITY COUNCIL COMMITTEE REPORTS**

Councilmember Wallace reported that she attended the Community Action meeting as an alternate member. She also said she would be traveling to Sacramento to attend

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the Cal Leader's Summit and would miss the Borders Committee meeting on Friday but would attend via different means Zoom.

Mayor Pro Tem thanked everyone who had attended his town hall meeting. He also reported he will travel to Sacramento for the Cal Leader's Summit.

Councilmember Barrington thanked those who attended her town hall meeting stating it was informative.

Councilmember Miller reported that he had met with the Blue Zones Steering Committee to discuss various projects and policy ideas aimed at improving the community's health and well-being. He highlighted the issue of the high number of liquor stores in the city which he noted contributes to challenges in the homelessness situation. He also reported that he has a meeting scheduled for the 29th to discuss the release of inmates with the County Supervisor's office.

Mayor Flynn reported that she attended RCTC, but there was nothing to report that directly affects Banning.

5.5 **CITY MANAGER'S REPORT**

5.6 **CITY ATTORNEY'S REPORT**

John Pinkney, reminded the council and community of the rules from the Manuel of Procedural Guidelines.

5.7 **CITY TREASURER'S REPORT**

Sue Savage, spoke regarding the city's financial condition, emphasizing concerns over continued net cash flow losses. She reported cumulative losses of approximately $50 million over the past four years, averaging $12 million annually, with over $1 million already lost in 2025 year to date. She urged transparency, accountability, and the reinstatement of regular budget and finance and committee meetings, warning that without corrective action, the city risks significant financial instability.

6. CONSENT ITEMS

Items pulled: 6.10, 6.2, 6.4, 6.3, 6.6, 6.7, 6.9, 6.13, 6.14, 6.15

Mayor Flynn opened public comments for items not pulled

Lincoln Bograd commented on the city's finances, stating that there is a positive cash flow. However, he noted that citywide finances include bond-funded improvements and past issues within the Electric Department that were identified in 2022-23. He also mentioned the Treasurer's numbers, indicating that they only reflect citywide data and do not include justifications or the mid-year budget.

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Diego Rose observed that reactions during the meeting were divided based on different perspectives and criticized the lack of genuine discussion, describing the process as mostly a display without substance. He expressed concerns about the traffic studies commissioned by the city, noting that they focus solely on vehicle traffic while neglecting the needs of pedestrians and cyclists. He highlighted the irony of this oversight, given the city's stated goals for walkability and healthy communities. For instance, he pointed out a current grant project on Omar Street that fails to incorporate proper sidewalk infrastructure, forcing pedestrians into traffic lanes. Rose urged the council to thoroughly review and address these omissions before approving any future studies or projects.

Frank Connolly urged the council to reduce the speed limit on Ramsey Street back to 35 mph, noting an increase in accidents particularly between 8th and Sunset and around 12th and 16th streets. He also requested lowering Wilson Street's speed limit to 25 mph, stating that higher speeds make it unsafe for drivers entering local businesses and that the area should not feel like a freeway.

Motion to approve consent items that were not pulled made by Councilmember Barrington and seconded by Councilmember Wallace

Motion carried unanimously 5-0.

6.1 Receive and File Fire Protection Services Statistics for the Month of February 2025

6.2 Receive and File Police Department Statistics for the Month of March 2025

Council questions:

Mayor Pro Tem Royce questioned the stats and the number representation regarding crimes. He also questioned the numbers surrounding harassment.

Mayor Flynn noted aggravated assault has increased 80% and asked whether that is an anomaly. noting some decrease in crime as well.

Mayor Flynn opened public comment

None

Mayor Flynn closed public comment

6.3 Receive and File Code Enforcement Statistics for the Month of March 2025

Council questions:

Mayor Flynn complimented Code Enforcement noting the increase in open cases and expressed appreciation.

Mayor Flynn opened public comment

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None

Mayor Flynn closed public comment

6.4 Accept an Easement from San Jacinto Grid, LLC for Sidewalk Purposes on APN 541-220-024 on Galleher Way

Council questions:

Councilmember Miller addressed some concerns about the address not matching the parcel.

Mayor Flynn opened public comment

Frank Connolly commented that the Honeywell project is located on the east side of Galleher Way, not the west. He noted that parcel 303-01 consists of two separate lots due to marijuana cultivation requirements

Mayor Flynn closed public comment

Motion made by Councilmember Wallace to ccept an easement and seconded by Councilman Miller

Motion carried unanimously 5-0

6.5 Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports for March 2025.

6.6 City Council Travel and Conference Expense Report Year to Date Through March 2025

Council questions:

Mayor Flynn asked for labels to be clear for travel expenses, giving examples for fuel and rental costs.

Mayor Flynn opened public comments

Lincoln Bogard commented that he has heard many discussions at the Budget and Finance Committee and City Council meetings but noted that the only person he has heard called into question is Councilmember Wallace.

Mayor Flynn closed public comments.

6.7 Receive and File Cash and Investments Report for the Month of February 2025

Council questions:

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Mayor Flynn questioned the difference in amounts for a Wells Fargo account, asking bout the expenditure differences between January and February. She also asked about a Successor Agency account.

Mayor Flynn opened public comment

Lincoln Bogard explained that the increase to the account is the ensure the account is adequately funded for semiannual bond payments. The Wells Fargo account balance fluctuates throughout the year, increasing during property tax collection periods in December, January, and June. This timing aligns with the city's largest inflow of revenue. He noted that this has been explained to the council previously.

Mayor Flynn closed public comment

6.8 Public Works Capital Improvement Project Tracking List

6.9 Receive and File Accounts Payable and Payroll Warrants Issued in the Month of February 2025

Council questions:

Mayor Flynn questioned a security deposit of $1,800.00 to Pippenger Holdings, charges to Marriott Desert Springs, and In Gear technology

Mayor Flynn opened public comment

Lincoln Bogard commented that POST training is typically held at a Palm Desert location, where many officers attend and usually commute daily unless they live more than 50 miles away. He noted that the city had received three gifted BMW motorcycles.

Mayor Flynn closed public comment

6.10 Consideration to Adopt an Amendment to Administrative Policy (AP) No. B-35 –Grant Management/Administration

Council questions:

Councilmember Wallace clarified that there was a removal of the City Manager's signature, noting the City Council would be the main approval; asking why the City Council would be involved in administration, not policy and procedures.

Mayor Flynn noted that it would still include the City Manager, but not only the City Manager.

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Art Vela, Public Works Director, asked for clarification on whether the approval allows staff to prepare and submit grant applications without requiring separate approvals, noting that this would help avoid delays and maintain competitiveness.

Mayor Flynn opened public comment

Lincoln Bogard noted that many grants only allow a 30-day response window, making it difficult to bring each one to a council meeting. He suggested that an email from the city manager to inform council and gauge interest would be appropriate, cautioning that requiring council meetings for every grant could result in missed opportunities.

Mayor Flynn closed public comment

Motion to table item 6.10 made by Councilmember Wallace and seconded by Mayor Pro Tem Royce.

Motion carried unanimously 5-0.

6.11 Consideration of Resolution 2025-48, Authorizing staff to Sign the Subdivision Improvement Agreement and Accept Faithful Performance and Labor Bonds for Public Improvements for Storm Drain Improvements within Final Maps 37389, - 1, -4, -5, -6

6.12 Consideration of Resolution 2025-49, Awarding a Professional Services Agreement for Project No. 2025-01 On-Call Engineering and Traffic Survey (E&TS) to Willdan Group, Inc. of San Bernardino, CA in the Amount of $35,957 and Approving a 10% Contingency for a Total Project Budget of “Not-to-Exceed” $39,552.70

6.13 Consideration of Resolution 2025-50, Approving Amendment #3 to Eide Bailly Year-End Close Services Contract to Increase Total Not-To-Exceed Amount from $125,000 to $200,000

Council questions:

Mayor Flynn requested a timeline, noting it was difficult to start the date.

Michelle Green provided a timeline including dates, highlighting tasks included under the contract.

Mayor Flynn opened public comment

Mayor Flynn closed public comment

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Motion to approve Resolution 2025-50 made by Councilmember Wallace and seconded by Councilmember Miller

Motion carried unanimously 5-0.

6.14 Consideration of Resolution 2025-51, Approving an Amendment No. 3 to the Professional Services Agreement (C00853) with Eide Bailly for External Audit Services for Fiscal Year 2023-24 Cost Overruns in the Amount of $99,500 after 23 Percent Discount.

Michelle Green provided an overview of the agreement and timelines included.

Mayor Flynn opened public comment

Mayor Flynn closed public comment

Motion to adopt Resolution 2025-51 made by Councilmember Wallace and seconded by Mayor Pro Tem Royce.

Motion carried unanimously 5-0.

6.15 Consideration of Resolution 2025-52, Approving Amendment No. 1 to Professional Services Agreement with UBEO Business Services LLC for Scanning and Indexing Services, including Appropriating Additional Funding of $45,000 for Fiscal Year 2024/2025 with Options to Extend Annually for a Total Contract Amount Not to Exceed $300,000.

David Newell, Community Development Director, provided background and a staff report regarding the agreement, highlighting the number of documents and their types that have been scanned to make them available to the public.

Council questions:

Mayor Flynn inquired about how many years back the required documents need to be filed, noting the backlog and encouraged departments to stay on top of filing in the future.

Mayor Pro Tem Royce asked of the 20 years of data how much has been scanned to date and asked how the public would get access.

Councilmember Barrington stated that the requested funds are for catching up and maintaining that status.

Mayor Flynn noted that the 5-year time frame is too far out to be locked into a contract.

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Councilmember Miller inquired if there would be an option for RFP once the documents are up to date.

Mayor Flynn opened public comment

Lincoln Bogard commented that moving toward a paperless system, as other cities hav done by requiring electronic plan submittals, could be beneficial since digital storage may eliminate the need for paper records.

Frank Conolly voiced support of a two-year agreement, noting the city could not hire a staff member to perform the same work for $50,000 per year and lacks the necessary equipment. He felt the current provider is performing well and recommended continuing for another year or two, with the option to amend or extend later if needed.

Mayor Flynn closed public comment

Motion made by Mayor Flynn and seconded by Councilmember Barrington

Motion carried unanimously 5-0.

6.16 Consideration of Resolution 2025-53, Amending the Classification & Compensation Plan for the City of Banning

6.17 Adopt Resolution 2025-54, Approving the Measure "A" Five Year Capital Improvement Plan Project List and Authorizing the City Manager to Execute the Maintenance of Effort Certification Statement

7. PUBLIC HEARINGS

8. REPORTS OF OFFICERS

9. DISCUSSION ITEMS

9.1 Update on the City's Utility Billing Issues

Art Vela, Public Works Director, provided the staff report. Vela provided context behind the background of the Utility billing new software roll out and why it failed. He explained the processes staff is taking to bring billing current.

Council questions:

Councilmember Barrington asked staff to email the presentation. She also asked when a transition of software would take place, noting that a future transition should not make the same mistakes.

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Mayor Pro Tem Royce inquired about the ACH fees before the new software rollout, noting that in 25 years of living in Banning, he has never paid fees**.**

Mayor Flynn opened public comment

John Hagen commented that despite reducing yard watering and having fewer people in the home, his water usage has tripled since the meter change. He questioned why the new billing system is still malfunctioning after significant investment and asked whether the City is receiving any compensation from the vendor for a system that isn't working and may require reverting to the old process.

Resident expressed concern about the billing issues and agreed with Councilmember Barrington's question about preventing delays in notification. He stated he did not want to wait 3-4 months to be informed of problems, especially since unexpected bills of several thousand dollars are difficult for seniors on fixed incomes. He questioned why customers were not notified earlier if the city knew there were system issues, and said clearer communication could have prevented surprises. He also asked how billing would work moving forward and whether residents can manage both a payment plan and their current bill at the same time.

Frank Connolly spoke and plans to file a Freedom of Information Act request for the address of the payment processing company, Milsoft. He objected to being charged percentage-based fees for debit card payments, stating debit transactions should only have a flat fee and that the current practice may violate consumer protection laws. He urged the City to waive these fees until proper debit/ATM processing is installed, noting many residents rely on debit cards due to limited local banking access.

Lincoln Bogard explained that the city's system is two versions behind. A representative advised that upgrading to an on premise version would require updating the IBM servers. The City also has an option to move the system to the cloud, and in either case, existing account structures would carry over.

Mayor Flynn closed public comment

Council discussion:

Mayor Pro Tem Royce confirmed bugs in the system, noting the notification system should be better.

Councilmember Miller mentioned that residents would like to see the total of what is owed and whether this could be showcased on the bills.

Councilmember Barrington noted that she thinks it would be best to waive late fees until the billing is caught up and it is owed to residents for the City to absorb the fees.

Mayor Pro Tem Royce agreed that fees should be waived until billing is caught up.

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Mayor Flynn questioned whether all banks charge the same fees for credit card payments. She also noted not charging extra fees is important only until the billing is caught up and that the City should not continue to absorb those fees.

Councilmember Barrington noted that there are issues with the water readings, even though her meter had been replaced.

10. ANNOUNCEMENTS FROM CITY COUNCIL MEMBERS

Councilmember Wallace announced:

- Banning Women's Club Spring Fashion Show
- Cool off with a Cop at Repplier Aquatic Center
- Coffee with a Cop at Banning Starbucks

Councilmember Barrington thanked City staff for their tireless work and dedication in catching up the Utility bills.

Councilmember Miller expressed gratitude to the City staff and emphasized the importance of collaboration among everyone. He also announced the National Day of Prayer at the Banning Community Center on May 1st.

Mayor Flynn commented that they had not fired anyone in the city.

11. ITEMS FOR FUTURE AGENDAS

11.1 **NEW ITEMS**

1. Interim City Manager Evaluation (Miller)

11.2 **EXISTING ITEMS**

1. Update on Community Garden (Flynn)
2. Developer Presentation on Sunset Crossroads Project (Flynn)
3. Contracting Animal Services (Flynn)
4. Emergency Preparedness (Barrington)
5. Changes to the Banning Procedural Manual (Royce)
6. Discussion of Reversing Decision to Close Airport (Royce)
7. Patriot Tree (Barrington)
8. Contractor(s) to do Citywide Cleanup (Flynn)
9. RFP for City Manager (Wallace)
10. Long term City Strategic Planning (Miller)
11. Armory Grant (Royce)
12. Review Grant Management Protocol (Flynn)
13. Update on Electric Billing (Miller)
14. Review and Update Council Travel Policy (Flynn)

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12. ADJOURNMENT – 8:16 PM
Next Regular Meeting – May 13, 2025

Prepared by: Amanda Morgan, Program Coordinator
Reviewed and submitted by: Sandra Calderon, Acting Deputy City Clerk.

These minutes have been prepared as Summary Minutes in accordance with City Council Resolution 2025-22 and Government Code Sections 36814, 40801, and 54953(c)(2).

***T**he entire discussion of this meeting may be viewed here:*
https://banningca.granicus.com/player/clip/192?view_id=1&redirect=true

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MINUTES

CITY COUNCIL - REGULAR MEETING
CITY OF BANNING, CALIFORNIA

October 28, 2025
5:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

The following information comprises the minutes 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.

COUNCIL MEMBERS PRESENT: Council Member Cynthia Barrington
Mayor Sheri Flynn
Council Member Leroy Miller
Mayor Pro Tem Richard Royce
Council Member Colleen Wallace

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: John O. Pinkney, City Attorney
Arturo Vela, Interim City Manager
Vickie Sellers, City Clerk
Sandra Calderon, Acting Administrative City Clerk

1. CALL TO ORDER –6:23 p.m.

1.1 **INVOCATION**

Performed by Pastor Nate Rodriguez of Infinite Center Church

1.2 **PLEDGE OF ALLEGIANCE**

1.3 **ROLL CALL**

COUNCIL MEMBER	PRESENT	ABSENT
Barrington, Cynthia	X	
Flynn, Sheri	X	
Miller, Leroy	X	
Royce, Richard	X	
Wallace, Colleen	X	

2. AGENDA APPROVAL

2.1 **AGENDA APPROVAL**

A motion was made to approve the agenda by Council Member Wallace and seconded by Council Member Miller

Motion passed with a 5-0 vote

3. PRESENTATIONS

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None

4. REPORT ON CLOSED SESSION

John Pinkney, City Attorney

City Attorney John Pinkney reported that the closed session was not concluded and would be revisited later in the meeting, with no reportable action taken at that time.

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 PUBLIC COMMENTS

No public comments

5.2 CORRESPONDENCE

No correspondence was received.

5.3 APPOINTMENTS

Appoint a New Committee Member for the League of California Cities
Recommendation: Appoint a new committee member for the League of California Cities (CalCities).

Council Member Barrington requested to be removed from the League of California Cities committee.

Mayor Flynn nominated Mayor Pro Tem Royce to become the member, and Councilmember Miller as the alternate.

Motion carried unanimously 5-0.

5.4 CITY COUNCIL COMMITTEE REPORTS

Council Member Wallace reported on the SANDAG committee meeting, discussing the Lithium Valley project in Imperial Valley, with implementation expected by the end of December.

Mayor Pro-Tem Royce and Councilmember Barrington had no committee reports.

Councilmember Miller reported on the RTA meeting, which focused on naming new board members.

Mayor Flynn reported attending the RCTC Western Riverside County Programs and Project Committee with nothing to report.

5.5 ANNOUNCEMENTS OF CITY COUNCIL MEMBERS

Parks and Recreation Director Ralph Wright provided an update on the partnership with Supervisor Gutierrez's office and Instar is Wellbeing for free produce distribution events, starting in November on the second Thursday of each month from 9:30 a.m. to 11:30 a.m. at 150 East Ramsey. He also reported that the Trunk-or-Treat event at the Community Center had approximately 1,300 attendees and 30 participating community groups.

5.7 CITY ATTORNEY'S REPORT

City Attorney John Pinkney discussed two new laws: SB 827, requiring fiscal and financial training for local government officials, effective January 1, 2026, with a compliance deadline of January 1, 2028, for current officials and within six months of assuming office for new officials; and SB 707, modernizing the Brown Act with updated provisions on teleconferencing, public participation, and accessibility, including hybrid meeting requirements, disruption policies, translation of meeting agendas and instructions, and outreach efforts. The Brown Act must now be provided to all newly elected or appointed members of a

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legislative body. Social media rules were clarified, and reasonable accommodations for teleconferencing due to disability were outlined. Special meeting rules were also updated**.**

6. CONSENT ITEMS

6.1 Approval of the meeting minutes for the March 3, 2025 Special Meeting (Workshop), March 11, 2025 City Council meetings, March 25, City Council meetings and October 14, 2025 City Council meetings

6.2 Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports for September 2025

6.3 Receive and File Code Enforcement Statistics for the Month of September 2025

6.4 Receive and File Fire Protective Services Statistics for the Month of September 2025.

6.5 Receive and File Animal Control Statistics for the Month of September 2025

6.6 Receive and File Police Department Statistics for the Month of September 2025

6.7 Acceptance of a Right-Of-Way Dedication for Road and Utility Purposes on APNs 534-283-009 and 534-283-010 on 818 and 836 Allen Street

6.8 Accept as Complete the Highland Springs Avenue/San Gorgonio Memorial Hospital Bus Bays and Authorize 90% Reduction of the Improvement Bonds

6.9 Public Works Capital Improvement Project Tracking List

6.10 Acceptance of Various Easements on APN 541-330-004 at 1350 Barbour Street

6.11 Consideration of Resolution 2025-144, Awarding a Professional Services Agreement to ICF Incorporated, LLC for Zero-Emission Vehicle Fleet and Infrastructure Transition Action Plan in the Amount of $309,946 and Rejecting All Other Bids

6.12 Consideration of Resolution 2025-151, Authorizing the Department of Water Resources Urban and Multibenefit Grant Amendment No. 2, Acceptance, and Execution for the Meadow Lark Lane Water Improvements for Drought Relief Project

6.13 Consideration of Resolution 2025-152 Approving a Professional Services Agreement with DTA for Development Impact Fee Auditing Services Related to Developer Credits for $250,000 for a 5-Year Term

6.14 Consideration of Resolution 2025-153, Amending the Classification and Compensation Plan, Position Title Change

6.15 Consideration of Resolution 2025-154, a Resolution of the City Council of the City of Banning Approving a License Agreement between the City of Banning and Kids Cures Foundation for the Use of the Art Welch Community Center located at 2041 Nicolet Street in Banning, California.

Council Member Miller pulled consent items 6.4 and 6.6 for separate consideration. Public comment was opened and closed on the remaining consent items.

A motion was made to approve consent items 6.1, 6.2, 6.3, 6.5, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12, 6.13, 6.14, and 6.15 by Council Member Wallace and seconded by Mayor Pro-Tem Royce.

Motion passed with a 5-0 vote.

Council Member Miller inquired about the status of false alarm fees for the Fire and Police Departments. City Manager explained that the Fire Department is working on the implementation process, clarifying the fee structure and responsibilities. The Police Department is moving forward with implementation, awaiting signed forms from the vendor and setting up the landing page. The goal is to integrate both departments into the program, addressing how Fire Department false alarms will be recorded and communicated to the PD for fee collection.

Public comment was opened and closed on items 6.4 and 6.6.

A motion was made to receive and file items 6.4 and 6.6 by Council Member Miller and seconded by Mayor Pro-Tem Royce.

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Motion passed with a 5-0 vote.

7. PUBLIC HEARINGS

7.1 Consideration of Resolution 2025-150, Approving a Tentative Tract Map Application (Case No. TTM 38408 / PLN 24-0148), Submitted by Tilak Chopra to Subdivide Two Parcels Totaling 2.83 Acres into Eleven Residential Lots Located South of George Street and West of Cherry Street in the Low Density Residential (LDR) Zone.
Recommendation: Adopt Resolution 2025-150.

Director David Newell presented the staff report submitted to subdivide two parcels into 11 residential lots South of George Street and West of Cherry Street. The property is 2.83 acres in size and located in a low-density residential zone. The Planning Commission recommended approval with conditions on September 3rd. The new design includes a full cul-de-sac and a retention basin. Staff recommended adopting Resolution 2025-150 subject to conditions, including two additional public works conditions to ensure access to a landlocked parcel adjacent to the project.

Council Member Barrington expressed concern about the density. Council Member Miller discussed the fire access and compliance with low-density requirements. The location of the access easement and driveway were clarified.

Mayor Flynn opened the Public Hearing at 7:02 p.m.

No public comments.

Mayor Flynn closed Public Hearing at 7:02 p.m.

A motion was made by Council Member Wallace to approve Resolution 2025-150 including two additional public works conditions. Seconded by Mayor Pro-Tem Royce.

Motion passed with a 5-0 vote.

7.2 Consideration of Introduction and First Reading of Ordinance 1613: Adopting Amendments to the Banning Municipal Code, Chapters 8 and 15, to Incorporate the 2025 California Building Standards Codes with Local Amendments and the 2025 California Fire Code with Local Amendments
Recommendation: Waive full reading, direct the City Clerk to read by title only, introduce

Ordinance 1613:
"An ordinance of the City Council of the City of Banning, California, approving the adoption of the 2025 edition of the California Building Standards Code, (California Code of Regulations, Title 24), Parts 1, 2, 2.5, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 with amendments and amending portions of Title 15 “Building and Construction,” repeal Chapter 8.16 (Fire Protection Code) and replace in Chapter 15.10 (Fire Code) with amendments, and adding Chapter 15.11 (Wildland- Urban Interface), and repealing Chapter 15.28 (Fire Districts) of the Banning Municipal Code.”

Director David Newell presented the staff report, explaining the city's responsibility to enforce state model building and fire codes, updated every three years. Ordinance 1613 includes Exhibit A (changes to Title 15) and Exhibit B (repealing Chapter 8.16). Key changes include incorporating 2025 code references, moving fire codes to Title 15, removing references to unreinforced masonry, updating to the International Building Code, and revising the electric vehicle charging ordinance.

Deputy Fire Marshal Michelle Starkey, discussed amendments to the California Fire Code and the new California Wildland Urban Interface Code, emphasizing consistency across Riverside County while ensuring local control. Amendments include clarifying the application of the Wildland Urban Interface Code, updating cost recovery language, adding remote access requirements, and exempting non-combustible fueling station canopies from sprinkler requirements. Changes to mobile food preparation vehicle requirements and fireworks regulations (increasing clearance to 100 feet per shell inch) were

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also highlighted. The new California Wildland Urban Interface Code (Title 24, Part 7) includes amended sections to match the California Fire Code regarding permits, fire hazard severity zone maps, construction scope clarification, setback requirements, fire protection plan requirements, and defensible space zones. Key points include restrictions on firewood storage, green belts as fuel breaks, vegetation near power lines, and non-combustible fencing. These changes aim to protect residents and first responders, align with regional standards, reduce wildfire risks, support insurance eligibility, and ensure resilient growth.

Mayor Flynn opened Public Hearing at 7:21 p.m.
No public comments.
Mayor Flynn Closed Public Hearing at 7:21 p.m.

A motion was made by Mayor Pro-Tem Royce Wallace to waive first reading of Ordinance 1613, incorporating the revised Exhibit A, seconded by Councilmember Wallace.

Motion carried unanimously 5-0

8. REPORTS OF OFFICERS

8.1 Consideration of Resolution 2025- 148, Approving the Short Range Transit Plan for Fiscal Year 2025/2026 – 2027/2028 and Authorizing the Submittal of the FY 2025/2026 Funding Claims

Recommendation: Adopt Resolution 2025-148

Art Vela, Interim City Manager presented the staff report, explaining that the short-range transit plan identifies transit operation services and capital improvements needed for Riverside County over three years, serves as a management tool, and justifies funding. Banning Connect's primary funding sources include the Local Transportation Fund (LTF), State Transit Assistance (STA), State of Good Repair, and Low-Carbon Transit Operations Program (LCTOP). The City is requesting approximately $2.9 million in operations funds and $2 million in capital STA funds for the upcoming year. The free fare program, funded by LCTOP, has helped ridership recover from COVID. The $2.9 million operations cost represents an essential service, with the City responsible for a 10% farebox recovery (approximately $290,000). Efforts to meet the fare box requirement include a city transit advertising program and the new CNG station, which will be 100% asset owned by the transit department and include a public dispenser.

Mayor opened public comments.

Frank Connelly noted a projected shortfall of $133,000 based on the 10% fare box requirement, even considering the LCTOP funds.

Mayor closed public comments.

Interim City Manager Vela, acknowledged the shortfall and expressed confidence in the CNG station and advertising program to close the gap, suggesting fare increases as another solution.

Mayor Pro-Tem Royce agreed that the transit service is a good deal but emphasized the need for a contingency plan to operate as close to net zero

Interim City Manager Vela, mentioned a planned comprehensive operations analysis (COA) to identify ways to improve efficiency, such as changing bus routes. The COA was delayed due to the lack of a transit manager and the impact of COVID on ridership numbers. A new transit manager has been hired and is expected to start soon, allowing the COA to proceed.

DRAFT

A motion was made by Council Member Miller to approve Resolution 2025-148, Approving the Short-Range Transit Plan for Fiscal Year 2025/2026 – 2027/2028 and Authorizing the Submittal of the FY 2025/2026 Funding Claims, seconded by Mayor Pro-Tem Royce.
Motion carried unanimously 5-0

9. DISCUSSION/ACTION ITEMS

9.1 Discussion of Options and Obtain Direction regarding Citywide Landscape Maintenance Contracts

Recommendation: As requested by the City Council, discuss the three (3) different landscape maintenance contracts within the City with City Council and obtain direction on several options

Nate Smith, Deputy Director of Public Works/City Engineer provided background on the Landscape Maintenance District (LMD), highlighting its regulatory framework under the Landscape and Lighting Act. The LMD is a special district with predefined benefits for each zone, funded by assessments. Increases in rates outside of approved inflation adjustments are subject to Prop 218. The LMD helps maintain statutory requirements for water quality basins. The LMD currently has 11 zones, created in 1990. Zones 1-5 have no inflation adjustment, while zones 6-11 do. Some zones have surpluses, while others have deficits. Zones 3, 4, 5, and 9 currently have structural deficits, meaning the City is spending more than it collects in revenue. Richard Sanchez Park was transferred out of Zone 1 to the Parks District, eliminating the structural deficit in that zone. The level of service varies by zone, depending on funding. Zones with healthier balances can provide more frequent mowing and shrub maintenance. The current practice results in uneven maintenance and appearance throughout the LMD, with some zones appearing abandoned. The City also has an as-needed contract to address irrigation failures, replacements, and vandalism, which further strains zone funds. The community has expressed frustration with the LMD, particularly in areas where the level of service does not meet expectations.

Mayor Pro Tem Royce, questions the level of service in LMD Zone 5, citing dead or overgrown vegetation, persistent water leaks, and lack of tree trimming. Argues that these issues undermine the justification for a Prop 218 increase. He highlights the mismanagement of resources and the lack of timely maintenance, questioning the high cost of the zone given the apparent lack of service.

Deputy Director Smith states that the next step after removing vinyl fencing is to clean out the dead shrubs, using street maintenance workers. The broken vinyl fencing was discarded and plans to use mulch in those areas. He states that Zone 5 receives $450 worth of service per month.

Council Member Barrington asks when the last bid was. Deputy Director Smith states the last bid was three years ago and the parks contract is up this year. They are considering taking all three contracts out to bid at the same time. A combined contract could potentially lead to reduced hours, but also more frequent contractor presence.

Commissioner Miller recalls a time when the City had four park workers who maintained all parks and side streets, suggesting that hiring maintenance staff is feasible

Deputy Director Smith explains that the City has three maintenance workers for right-of-way maintenance but lacks the staff and funding for comprehensive landscaping. The intent is to go out for bid in the Spring.

Mayor Flynn suggests replacing grass with rocks or DG (decomposed granite).

Interim City Manager Vela suggests meeting with CAL FIRE for project design assistance.

Deputy Director Smith offers to meet individually with Councilmembers Royce and Barrington to discuss specific zones.

DRAFT

Mayor Flynn opened Public Comments.

Juanita Diaz who expresses agreement with Council Members Miller and Wallace about the decline in City maintenance and the need to prioritize local jobs. criticizes the lack of oversight of current maintenance workers and the contractor, Mariposa, and recounts community efforts to clean up weeds and repair damage. Offers to be a supervisor for $55,000 a year, highlighting the community's willingness to contribute.

DJ, via Zoom states that Zone 5 voted down a previous tax increase because it was presented as a "blank check" with no limits. Also notes a lack of visible improvements in Zone 5.

Mayor Flynn closed Public Comments.

Commissioner Mayor Pro-Tem agrees with the public comment that the previous tax proposal lacked accountability and would not be supported by taxpayers.

Deputy Director Smith expresses willingness to work with staff on long-term solutions, including exploring a "desert format" to eliminate maintenance.

states that the engineers report will start in about two months and be presented in March. offers to schedule meetings to discuss solutions and create a plan for each zone. The residents can contact safety hazards like moss growth to the Public Works Department, acknowledging the potential strain on their resources. Mayor Pro-Tem expresses frustration with the convoluted process and multiple points of contact.

Council Member Miller suggests giving zones the option to choose between a "desert" landscape or increased fees for maintenance. Deputy Director Smith says they will right-size it for what the zones are and work forward from there.

9.2 Discuss Necessary Mitigation Required for the Sun Lakes Boulevard Extension Project
Recommendation: Provide concurrence to staff to proceed with the mitigation plan for the Sun Lakes Boulevard Extension Project

Nate Smith, Deputy Director of Public Works/City Engineer provided the staff report noting that the project is out for bid with a mandatory pre-bid meeting scheduled for tomorrow. Bids are expected to close in November, with a contract award presented at an upcoming council meeting. The presentation focuses on the necessary mitigation for environmental impacts, including impacts to ephemeral watercourses and the Crotch's bumblebee (referred to as "the bee"). Permits are required from the California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, and the State Water Resources Control Board. The Determination of Biologically Equivalent or Superior Preservation (DBESP) process identifies habitat areas impacted by the project. The study showed impacts to ephemeral streams, blow sand habitats, and potential impacts to endangered species not covered under the MSHCP (Multi-Species Habitat Conservation Plan). The roadway impacts three watercourses: Highland Wash, Smith Creek, and Pershing Creek. Permanent impacts require mitigation at a ratio greater than the impact, with habitat replacement in the same watershed. Since there are no mitigation banks in the San Gorgonio River watershed, the City is considering using a 1.3-acre parcel it owns east and south of the wastewater treatment plant for preservation. This parcel is in a floodplain and adjacent to land already conserved for the Rancho San Gorgonio project. The presentation then addresses habitat impacts, noting that participation in the MSHCP can address impacts to species covered by the plan. However, the bee, a candidate species for the California endangered species list, is not covered by the MSHCP and requires separate mitigation. Field observations found a single specimen of the bee, triggering mitigation requirements. The contractor will perform mitigation measures enforced by the City or a third-party vendor. The impacted area includes 17.4 acres of suitable bee habitat, requiring

approximately 28.9 acres of land for permanent conservation. The City is considering using a 30.1-acre parcel it owns in the southeast corner of the city, which includes creek area, rocky hillside, floodplain, and grazing land. The assessment of this parcel led to discussions about the extent of land required for mitigation. The presentation also addresses indirect project habitat impacts related to sediment sources for blow sands to the Coachella Valley. The City is required to act as a lead stakeholder with various entities to develop a plan to mitigate impacts from existing infrastructure. These discussions are currently on hold due to the Fish and Wildlife Service furlough. The overall mitigation strategy involves using 1.3 acres within Smith Creek for ephemeral stream mitigation and the remaining 28.9 acres within the City-owned parcels for bee habitat mitigation. This strategy is expected to significantly reduce costs compared to purchasing mitigation credits, which can exceed half a million dollars per acre. The City's costs would include establishing a land manager and installing signage and fencing. The anticipated environmental mitigation cost is around $3 million. The City is seeking concurrence to move forward with this mitigation strategy and submit the incidental take permit (ITP) for the bumblebee habitat impact.

Council discussion centered on the mitigation plan for the crotch's bumblebee, particularly concerning the 18-month mitigation requirement after construction completion.

Council Member Wallace pointed out that the crotch's bumblebee is already an endangered species in other parts of Riverside County covered by the MSHCP.

The feasibility of using the Smith Creek area, designated as a park, for mitigation, was discussed by Council Member Barrington. Deputy Director Smith highlights access issues and the high cost of building roads and bridges (estimated at $30-40 million). The possibility of selling the land for mitigation purposes to other development parties was raised by Interim City Manager Vela, potentially generating revenue for the city, with an estimated value of $300,000-$500,000 per acre.
Council Member Barrington also discussed the fact that the property floods badly, then discussed the possibility of having the same land manager for the adjacent 760-acre mitigation land.

Mayor opened public comments.
No public comments.
Mayor closed public comments.

Mayor Pro-Tem Royce recommends staff proceed with the mitigation plan for the Sun Lakes Boulevard Extension Project, seconded by Council Member Wallace.
Motion carried unanimously 5-0

9.3 Discussion Regarding the Process Outlined in the City of Banning Manual of Procedural Guidelines for Adding Items to the Agenda
Recommendation: Discussion Regarding the Process Outlined in the City of Banning Manual of Procedural Guidelines for Adding Items to the Agenda

Interim City Manager Vela presented the staff report, the discussion focused on the process for adding items to the City Council agenda, as outlined in the City of Banning Manual Procedural Guidelines. The current process involves Council Members directing the City manager to add items, which are then researched and placed on a future agenda. The City Manager introduced a form to provide more guidance when adding items to the agenda.

Mayor Flynn opened public comments
Frank Connelly expressed that the existing process is working and should remain as is.
Mayor Flynn closed public comments

DRAFT

City Attorney Pinkney suggested maintaining the status quo if the current process is working well, emphasizing the importance of collaboration and mutual respect among Council Members.

10. ITEMS FOR FUTURE AGENDAS

11.1 **NEW ITEMS**

11.2 **EXISTING ITEMS**

1. Animal Control Facility Assessment (Flynn) January 2025
2. Emergency Preparedness (Barrington) January 2025
3. Contractor(s) to do Citywide Cleanup (Flynn) May 2025
4. Review and Update Council travel Policy (Flynn) May 2025
5. Streamline Procurement Policy (Flynn) August 2025
6. Comp. & Class Salaries (Royce) August 2025
7. LMD Alternative Sources (Royce) August 2025
8. Workshop to Discuss Homelessness (Royce) September 2025
9. Community Garden, Sun Lakes (Flynn) September 2025

Items 7 and 8, related to the LMD Alternative Sources workshop on homelessness, were removed. Items 1, 3, and 4 are expected to be presented to the Council in November or December. The Council discussed the homelessness advisory committee and how to schedule meetings and involve community members and leaders. A future item was added to update Ordinance 1603 in relation to the 2024 Supreme Court ruling in City of Grants Pass v. Johnson. Council also discussed prioritizing item 5, streamlining City procedures, particularly in development and procurement. City Attorney Pinkney mentioned that contracts have been updated and streamlined, and a workshop on streamlining procurement is planned for November. Council Member Royce's item 6, regarding comp and class salaries, was discussed in the context of upcoming budget planning. The Council discussed the process of comparing salaries across different bargaining units, ensuring comparability within their respective industries. It was decided that this item could be removed if it's handled as negotiations come up.

The Council returned to Closed Session at 9:04 p.m.

A motion to adjourn closed session was made by Council Member Miller, seconded by Mayor Pro-Tem Royce. Motion carried unanimously 5-0, and the meeting was adjourned at 10:34 p.m.

Council reconvened in Regular Session at 10:34 p.m.

City Attorney Pinkney reported no reportable action on closed session items 3.1, 3.2, 3.3, 3.4 & 3.5.

3.1 CONFERENCE WITH LABOR NEGOTIATIORS

Pursuant to Government Code Section 54957.6 Agency Designated Representatives: Art Vela, Interim City Manager; David Newell, Community Development Director; Michelle Green, Interim Finance Director; Nicole Jews, Human Resources Manager; Oliver Yee, Liebert Cassidy and Whitmore (City Counsel) Employee Organization: Banning Police Manager's Association (BPMA); Banning Police Officer's Association (BPOA)

3.2 CONFERENCE WITH LEGAL COUNSEL REGARDING PENDING LITIGATION

Pursuant to Government Code 54956.9(d)(1). One Case Tom Miller v. City of Banning (Case No. CVR12402316).

3.3 CONFERENCE WITH LEGAL COUNSEL REGARDING - ANTICIPATED LITIGATION - EXPOSURE TO LITIGATION

Pursuant to Government Code Section 54956.9(d)(2) and/or (3). Two potential cases.

3.4 CONFERENCE WITH LEGAL COUNSEL REGARDING POTENTIAL INITIATION OF LITIGATION

Pursuant to Government Code Section 54956.9(d)(4). One potential case.

DRAFT

3.5 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
Pursuant to Government Code Section 54957. Title: City Manager

11. ADJOURNMENT

A motion to adjourn the regular meeting was made by Mayor Pro-Tem Royce, seconded by Mayor Flynn. Motion carried unanimously 5-0, and the meeting was adjourned at 10:35 p.m.

Next Regular Meeting, November 12, 2025.

Minutes prepared by:

Sandra B. Calderon
Acting Deputy City Clerk

These minutes have been prepared as Summary Minutes in accordance with City Council Resolution 2025-22 and Government Code Sections 36814, 40801, and 54953(c)(2).

The entire discussion of this meeting may be viewed here:
https://banningca.granicus.com/player/clip/252?view_id=1&redirect=true

All documents related to this meeting are available here:
https://d3n9y02raazwpg.cloudfront.net/banningca/a28cf1bd-76d7-11ef-9b71-005056a89546-38305488-93fe-4918-9dd7-c67857e7b6c7-1761351588.pdf

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MINUTES

CITY COUNCIL - SPECIAL MEETING (CLOSED SESSION)
CITY OF BANNING, CALIFORNIA

November 12, 2025
3:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

The following information comprises the minutes for the special 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.

COUNCIL MEMBERS PRESENT: Council Member Cynthia Barrington
Mayor Sheri Flynn
Council Member Leroy Miller
Mayor Pro Tem Richard Royce
Council Member Colleen Wallace

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: John O. Pinkney, City Attorney
Arturo Vela, Interim City Manager
Sandra Calderon, Acting Administrative City Clerk

1. CALL TO ORDER - 3:01 p.m.

COUNCIL MEMBER	PRESENT	ABSENT
Barrington, Cynthia	X	
Flynn, Sheri	X	
Miller, Leroy		X
Royce, Richard	X	
Wallace, Colleen	X	

Council Member Miller participated in the Closed Session; however, he was not present at the time Roll Call was conducted.

2. PUBLIC COMMENTS - ***Agenda Items Only***
No public comments

3. CLOSED SESSION
John Pinkney, City Attorney read closed session items

3.1 CONFERENCE WITH LABOR NEGOTIATIORS

Pursuant to Government Code Section 54957.6 Agency Designated Representatives: Art Vela,

Interim City Manager; David Newell, Community Development Director; Nicole Jews, Human Resources Manager; Employee Organization: Banning Police Officer's Association (BPOA)

3.2 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1) - One Case
Two Brothers 14 Corporation v. City of Banning et. al. Riv. Co. Sup. Ct. No. CVR12406468

3.3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8. Property: Banning Municipal Airport consisting of approximately 232.41 acres comprised of APNs 541-240 -009; 541-250 -009; 541-140-003; 532-150-002; 532-150-003; 532-150- 004; 532- 130 -012; 532-130-018; 532-130-011; 532-180- 034. Agency Negotiator: Interim City Manager Art Vela or his designee. Negotiating Parties: City of Banning as potential Lessor and Industrial Enterprises, LLC as potential Lessee. Under Negotiations: Price and Terms of proposed ground lease

3.4 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8 Property: Vacant land adjacent to Bluff Street consisting of approximately 95 acres within APNs 531-100-008 and 531-110-012 and land consisting of approximately 160 acres with APN 535-080-018. Agency Negotiator: Interim City Manager Art Vela or his designee. Negotiating Parties: City of Banning and Loma Linda University. Under Negotiation: Price and Terms, including possible land swap of the City's above 95 acres in exchange for Loma Linda's above described 160 acre parcel.

3.5 CONFERENCE WITH LEGAL COUNSEL-INITIATION OF LITIGATION
Pursuant to Government Code Section 54956.9(d)(4) – Deciding Whether to Initiate Litigation - One (1) Case.

Conflict of Interest Discussion

- Potential conflict on item 3.4 due to Mayor Pro Tem Royce's residence proximity.
- A letter was submitted to the FPPC requesting an opinion.

Mayor Pro Tem Royce recused himself from item 3.4

The City Council went into Closed Session at 3:04 p.m.

4. ADJOURNMENT

Minutes prepared by:

Sandra B. Calderon
Acting Administrative City Clerk

These minutes have been prepared as Summary Minutes in accordance with City Council Resolution 2025-22 and Government Code Sections 36814, 40801, and 54953(c)(2).

The entire discussion of this meeting may be viewed here:
https://banningca.granicus.com/player/clip/254?view_id=1&redirect=true

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CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Bonnie Johnson, Interim Administrative Services Director** **Michelle Green, Interim Administrative Services Director**
MEETING DATE:	**December 9, 2025**
SUBJECT:	**Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports for October 2025.**

RECOMMENDATION:

Receive and file.

BACKGROUND:

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

JUSTIFICATION:

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

FISCAL IMPACT:

None

ALTERNATIVES:

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

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Kristine Gutierrez, Community Development Operations Manager** **Vincent Avila, Chief of Police**
MEETING DATE:	**December 9, 2025**
SUBJECT:	**Receive and File Code Enforcement Statistics for the Month of November 2025**

RECOMMENDATION:

Receive and file.

BACKGROUND:

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

JUSTIFICATION:

Statistics provide details on the types of code enforcement related calls the City responds to. Statistics show increases and decrease in particular areas of Code Enforcement over time.

FISCAL IMPACT:

None.

ALTERNATIVES:

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

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Nov 2025 Code Stats.pdf

BANNING POLICE DEPARTMENT
NOVEMBER, 2025

Code Enforcement	Nov-25	Nov-24	% CHGE	YTD-25	YTD- 24	% CHGE
New Cases Opened	89	27	230%	712	1334	-47%
Total Cases Open	292	467	-37%	4061	5071	-20%
Notice of Violations Issued	307	122	152%	2480	442	461%
Violations Resolved	244	189	29%	1917	3861	-50%
Citations Issued	37	1	3600%	109	54	102%
Inspections Completed	262	102	157%	2259	1679	35%
Collected Fee's (Citations)	8975	107007.23	-92%	16083.59	119487.43	-87%
Red Tagged Properties	2	0	200%	23	18	28%
AVA Program Vehicles Abated	0	0	0%	0	9	-100%
Weed Abatement Cost Recovery	0	0	0%	94948.39	7739.38	1127%
72 Hour Parking (NOV) CVC 22651 K	33	0	3300%	222	14	1486%
Unhoused Encampments Tagged (PC602)	14	0	1400%	72	3	2300%

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Brandon Smith, Lieutenant** **Vince Avila, Chief of Police**
MEETING DATE:	**December 9, 2025**
SUBJECT:	**Receive and File Police Department Statistics for the Month of November 2025.**

RECOMMENDATION:

Receive and file.

BACKGROUND:

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

JUSTIFICATION:

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

While completing November statistics it was discovered that errors were present on the November report. While making corrections to November it was determined that a training issue on how statistics were being compiled led to other errors on previous statistics reported. A complete audit was conducted from January 2024 to present and all statistics were corrected to reflect the accurate numbers being reported. These errors were related only to the spreadsheet statistics compiled by department staff, the Group A Offense reports were not effected by the error.

FISCAL IMPACT:

None.

ALTERNATIVES:

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

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Police Stats January 2025.pdf
2. Police Stats February 2025.pdf
3. Police Stats March 2025.pdf
4. Police Stats April 2025.pdf
5. Police Stats May 2025.pdf
6. Police Stats June 2025.pdf
7. Police Stats July 2025.pdf
8. Police Stats August 2025.pdf
9. Police Stats September 2025.pdf
10. Police Stats October 2025.pdf
11. Police Stats November 2025.pdf
12. Group_A_Offense_Report__38_ NOVEMBER 2025.pdf

BANNING POLICE DEPARTMENT
JANUARY, 2025

CRIME	Jan-25	Jan-24	% CHGE	YTD-25	YTD-24	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	0	0	0%
Rape	0	0	0%	0	0	0%
Robbery	1	0	100%	1	0	100%
Assaults Agg/Simp	18	22	-18%	18	22	-18%
Burglary	2	7	-71%	2	7	-71%
Vehicle Theft	8	3	167%	8	3	167%
Larceny	10	15	-33%	10	15	-33%
OTHER						
Narcotics	5	7	-29%	5	7	-29%
DUI	1	2	-50%	1	2	-50%
T/C Non-Injury	6	5	20%	6	5	20%
T/C Injury	7	3	133%	7	3	133%
T/C Fatal	0	1	-100%	0	1	-100%
Transient Calls	89	138	-36%	89	138	-36%
Unattended Death	6	5	20%	6	5	20%
246PC	2	1	100%	2	1	100%
Citations	64	86	-26%	64	86	-26%
Total Incidents	2823	2847	-1%	2823	2847	-1%

BANNING POLICE DEPARTMENT
FEBRUARY, 2025

CRIME	Feb-25	Feb-24	% CHGE	YTD-25	YTD-24	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	0	0	0%
Rape	0	0	0%	0	0	0%
Robbery	1	0	100%	2	0	200%
Assaults Agg/Simp	8	29	-72%	26	51	-49%
Burglary	0	3	-100%	2	10	-80%
Vehicle Theft	4	3	33%	12	6	100%
Larceny	6	17	-65%	16	32	-50%
OTHER						
Narcotics	9	10	-10%	14	17	-18%
DUI	2	0	200%	3	2	50%
T/C Non-Injury	2	6	-67%	8	11	-27%
T/C Injury	2	3	-33%	9	6	50%
T/C Fatal	0	0	0%	0	1	-100%
Transient Calls	105	150	-30%	194	288	-33%
Unattended Death	12	4	200%	18	9	100%
246PC	7	0	700%	9	1	800%
Citations	75	62	21%	139	148	-6%
Total Incidents	2803	2557	10%	5626	5404	4%

BANNING POLICE DEPARTMENT
MARCH, 2025

CRIME	Mar-25	Mar-24	% CHGE	YTD-25	YTD-24	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	0	0	0%
Rape	1	1	0%	1	1	0%
Robbery	1	0	100%	3	0	300%
Assaults Agg/Simp	16	7	129%	42	58	-28%
Burglary	3	10	-70%	5	20	-75%
Vehicle Theft	9	7	29%	21	13	62%
Larceny	14	20	-30%	30	52	-42%
OTHER						
Narcotics	15	16	-6%	29	33	-12%
DUI	3	2	50%	6	4	50%
T/C Non-Injury	5	8	-38%	13	19	-32%
T/C Injury	4	3	33%	13	9	44%
T/C Fatal	0	0	0%	0	1	-100%
Transient Calls	159	116	37%	353	404	-13%
Unattended Death	5	7	-29%	23	16	44%
246PC	5	1	400%	14	2	600%
Citations	133	42	217%	272	190	43%
Total Incidents	2892	2942	-2%	8518	8346	2%

BANNING POLICE DEPARTMENT
APRIL, 2025

CRIME	Apr-25	Apr-24	% CHGE	YTD-25	YTD-24	% CHGE
PART 1 CRIMES						
Homicide	1	1	0%	1	1	0%
Rape	0	0	0%	1	1	0%
Robbery	1	1	0%	4	1	300%
Assaults Agg/Simp	14	15	-7%	56	73	-23%
Burglary	4	24	-83%	9	44	-80%
Vehicle Theft	3	4	-25%	24	17	41%
Larceny	8	10	-20%	38	62	-39%
OTHER						
Narcotics	12	6	100%	41	39	5%
DUI	4	1	300%	10	5	100%
T/C Non-Injury	2	6	-67%	15	25	-40%
T/C Injury	3	6	-50%	16	15	7%
T/C Fatal	0	0	0%	0	1	-100%
Transient Calls	164	157	4%	517	561	-8%
Unattended Death	7	3	133%	30	19	58%
246PC	1	2	-50%	15	4	275%
Citations	67	45	49%	339	235	44%
Total Incidents	2764	2775	0%	11282	11121	1%

BANNING POLICE DEPARTMENT
MAY, 2025

CRIME	May-25	May-24	% CHGE	YTD-25	YTD-24	% CHGE
PART 1 CRIMES						
Homicide	0	2	-100%	1	3	-67%
Rape	2	1	100%	3	2	50%
Robbery	0	0	0%	4	1	300%
Assaults Agg/Simp	15	18	-17%	71	91	-22%
Burglary	4	2	100%	13	46	-72%
Vehicle Theft	5	2	150%	29	19	53%
Larceny	9	10	-10%	47	72	-35%
OTHER						
Narcotics	10	3	233%	51	42	21%
DUI	5	2	150%	15	7	114%
T/C Non-Injury	6	2	200%	21	27	-22%
T/C Injury	4	4	0%	20	19	5%
T/C Fatal	0	0	0%	0	1	-100%
Transient Calls	212	166	28%	729	727	0%
Unattended Death	6	7	-14%	36	26	38%
246PC	1	1	0%	16	5	220%
Citations	115	56	105%	454	291	56%
Total Incidents	3172	2852	11%	14454	13973	3%

BANNING POLICE DEPARTMENT
JUNE, 2025

CRIME	Jun-25	Jun-24	% CHGE	YTD-25	YTD-24	% CHGE
PART 1 CRIMES						
Homicide	0	1	-100%	1	4	-75%
Rape	0	1	-100%	3	3	0%
Robbery	2	3	-33%	6	4	50%
Assaults Agg/Simp	23	18	28%	94	109	-14%
Burglary	1	7	-86%	14	53	-74%
Vehicle Theft	7	2	250%	36	21	71%
Larceny	8	12	-33%	55	84	-35%
OTHER						
Narcotics	10	10	0%	61	52	17%
DUI	4	5	-20%	19	12	58%
T/C Non-Injury	4	6	-33%	25	33	-24%
T/C Injury	6	0	600%	26	19	37%
T/C Fatal	1	0	100%	1	1	0%
Transient Calls	200	159	26%	929	886	5%
Unattended Death	2	8	-75%	38	34	12%
246PC	0	0	0%	16	5	220%
Citations	169	98	72%	623	389	60%
Total Incidents	3135	3066	2%	17589	17039	3%

BANNING POLICE DEPARTMENT
JULY, 2025

CRIME	Jul-25	Jul-24	% CHGE	YTD-25	YTD-24	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	1	4	-75%
Rape	0	1	-100%	3	4	-25%
Robbery	0	1	-100%	6	5	20%
Assaults Agg/Simp	8	13	-38%	102	122	-16%
Burglary	3	6	-50%	17	59	-71%
Vehicle Theft	7	6	0%	43	27	59%
Larceny	6	15	-60%	61	99	-38%
OTHER						
Narcotics	0	17	-100%	61	69	-12%
DUI	1	5	-80%	20	17	18%
T/C Non-Injury	2	3	-33%	27	36	-25%
T/C Injury	5	0	500%	31	19	63%
T/C Fatal	0	0	0%	1	1	0%
Transient Calls	204	157	30%	1133	1043	9%
Unattended Death	6	6	0%	44	40	10%
246PC	1	0	100%	17	5	240%
Citations	151	132	14%	774	521	49%
Total Incidents	3405	3375	1%	20994	20414	3%

BANNING POLICE DEPARTMENT
AUGUST, 2025

CRIME	Aug-25	Aug-24	% CHGE	YTD-25	YTD-24	% CHGE
PART 1 CRIMES						
Homicide	0	1	-100%	1	5	-80%
Rape	1	3	-67%	4	7	-43%
Robbery	1	1	0%	7	6	17%
Assaults Agg/Simp	18	17	6%	120	139	-14%
Burglary	1	4	-75%	18	63	-71%
Vehicle Theft	3	10	-70%	46	37	24%
Larceny	19	13	46%	80	112	-29%
OTHER						
Narcotics	15	16	-6%	76	85	-11%
DUI	5	2	150%	25	19	32%
T/C Non-Injury	9	5	80%	36	41	-12%
T/C Injury	3	3	0%	34	22	55%
T/C Fatal	1	0	100%	2	1	100%
Transient Calls	207	131	58%	1340	1174	14%
Unattended Death	9	5	80%	53	45	18%
246PC	1	1	0%	18	6	200%
Citations	152	140	9%	926	661	40%
Total Incidents	3987	3339	19%	24981	23753	5%

BANNING POLICE DEPARTMENT
SEPTEMBER, 2025

CRIME	Sep-25	Sep-24	% CHGE	YTD-25	YTD-24	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	1	5	-80%
Rape	1	0	100%	5	7	-29%
Robbery	0	0	0%	7	6	17%
Assaults Agg/Simp	24	14	71%	144	153	-6%
Burglary	2	1	100%	20	64	-69%
Vehicle Theft	5	9	-44%	51	46	11%
Larceny	17	20	-15%	97	132	-27%
OTHER						
Narcotics	14	14	0%	90	99	-9%
DUI	5	1	400%	30	20	50%
T/C Non-Injury	6	3	100%	42	44	-5%
T/C Injury	6	6	0%	40	28	43%
T/C Fatal	1	0	100%	3	1	200%
Transient Calls	191	161	19%	1531	1335	15%
Unattended Death	7	4	75%	60	49	22%
246PC	1	0	100%	19	6	217%
Citations	83	87	-5%	1009	748	35%
Total Incidents	3562	3402	5%	28543	27155	5%

BANNING POLICE DEPARTMENT
OCTOBER, 2025

CRIME	Oct-25	Oct-24	% CHGE	YTD-25	YTD-24	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	1	5	-80%
Rape	1	0	100%	6	7	-14%
Robbery	0	4	-100%	7	10	-30%
Assaults Agg/Simp	9	11	-18%	153	164	-7%
Burglary	2	4	-50%	22	68	-68%
Vehicle Theft	4	8	-50%	55	54	2%
Larceny	14	20	-30%	111	152	-27%
OTHER						
Narcotics	12	19	-37%	102	118	-14%
DUI	9	4	125%	39	24	63%
T/C Non-Injury	6	2	200%	48	46	4%
T/C Injury	3	4	-25%	43	32	34%
T/C Fatal	0	0	0%	3	1	200%
Transient Calls	158	168	-6%	1689	1503	12%
Unattended Death	4	5	-20%	64	54	19%
246PC	1	1	0%	20	7	186%
Citations	60	74	-19%	1069	822	30%
Total Incidents	3067	3011	2%	31610	30166	5%

BANNING POLICE DEPARTMENT
NOVEMBER, 2025

CRIME	Nov-25	Nov-24	% CHGE	YTD-25	YTD- 24	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	1	5	-80%
Rape	0	0	0%	6	7	-14%
Robbery	2	2	0%	9	12	-25%
Assaults Agg/Simp	17	11	55%	170	175	-3%
Burglary	0	3	-100%	22	71	-69%
Vehicle Theft	6	12	-50%	61	66	-8%
Larceny	10	16	-38%	121	168	-28%
OTHER						
Narcotics	11	15	-27%	113	133	-15%
DUI	5	2	150%	44	26	69%
T/C Non-Injury	6	4	50%	54	50	8%
T/C Injury	1	5	-80%	44	37	19%
T/C Fatal	0	0	0%	3	1	200%
Transient Calls	120	126	-5%	1809	1629	11%
Unattended Death	5	6	-17%	69	60	15%
246PC	4	0	400%	24	7	243%
Citations	9	90	-90%	1078	912	18%
Calls for Service	2524	2821	-11%	34134	32987	3%

Group A Offense Report

Beginning Date: 11/01/2025 **Ending Date: 11/30/2025**

Agency: BANNING PD

Offense	Reported in 2025	Reported in 2024	Percent Change	Offenses Cleared	Percent Cleared	Percent Of Category	Rate Per 100,000*
Murder	0	0	NA	0	0.00%	0.00%	0.00
Negligent Manslaughter	0	0	NA	0	0.00%	0.00%	0.00
Justifiable Homicide	0	0	NA	0	0.00%	0.00%	0.00
Non-consensual Sex Offenses:							
Rape	0	0	NA	0	0.00%	0.00%	0.00
Sodomy	0	0	NA	0	0.00%	0.00%	0.00
Sexual Assault with Object	0	0	NA	0	0.00%	0.00%	0.00
Fondling	0	0	NA	0	0.00%	0.00%	0.00
Aggravated Assault	10	6	66.67%	6	60.00%	58.82%	31.25
Simple Assault	7	5	40.00%	6	85.71%	41.18%	21.88
Intimidation	0	4	-100.00%	0	0.00%	0.00%	0.00
Kidnapping/Abduction	0	0	NA	0	0.00%	0.00%	0.00
Consensual Sex Offenses:							
Incest	0	0	NA	0	0.00%	0.00%	0.00
Statutory Rape	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Commercial Sex Acts	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Involuntary Servitude	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Persons Total	**17**	**15**	**13.33%**	**12**	**70.59%**	**28.33%**	**53.13**
Robbery	2	2	0.00%	0	0.00%	7.41%	6.25
Burglary/Breaking & Entering	0	3	-100.00%	0	0.00%	0.00%	0.00
Larceny/Theft Offenses	10	16	-37.50%	1	10.00%	37.04%	31.25
Motor Vehicle Theft	6	12	-50.00%	0	0.00%	22.22%	18.75
Arson	0	0	NA	0	0.00%	0.00%	0.00
Destruction Of Property	6	10	-40.00%	1	16.67%	22.22%	18.75
Counterfeiting/Forgery	0	2	-100.00%	0	0.00%	0.00%	0.00
Fraud Offense	0	1	-100.00%	0	0.00%	0.00%	0.00
Embezzlement	2	0	NA	0	0.00%	7.41%	6.25
Extortion/Blackmail	0	0	NA	0	0.00%	0.00%	0.00
Bribery	0	0	NA	0	0.00%	0.00%	0.00
Stolen Property Offenses	1	1	0.00%	0	0.00%	3.70%	3.13
Crimes Against Property Total	**27**	**47**	**-42.55%**	**2**	**7.41%**	**45%**	**84.38**
Drug/Narcotic Violations	8	6	33.33%	8	100.00%	50.00%	25.00
Drug Equipment Violations	3	9	-66.67%	3	100.00%	18.75%	9.38
Gambling Offenses	0	0	NA	0	0.00%	0.00%	0.00
Pornography/Obscene Material	0	0	NA	0	0.00%	0.00%	0.00
Prostitution	0	0	NA	0	0.00%	0.00%	0.00
Weapons Law Violation	5	4	25.00%	4	80.00%	31.25%	15.63
Animal Cruelty	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Society Total	**16**	**19**	**-15.79%**	**15**	**93.75%**	**26.67%**	**50**
Total Group "A" Offenses	**60**	**81**	**-25.93%**	**29**	**48.33%**	**100%**	**187.5**

Note: *The Rate per 100,000 will be 'NA' when the Adjusted Population Base is Zero.*

* Adjusted population base: 32,000

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Yvette Vaca, Administrative Sergeant** **Vince Avila, Chief of Police**
MEETING DATE:	**December 9, 2025**
SUBJECT:	**Receive and File Animal Control Statistics for the Month of November 2025**

RECOMMENDATION:

Receive and file.

BACKGROUND:

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

JUSTIFICATION:

Statistics identify the types of calls animal control officers per month. Statistics show increases and decreases in particular areas of Animal Control Services over time.

A clerical error was identified in the calculation of revenue and expenses. It was discovered that revenue numbers were being calculated based on both invoice date and paid date. This created duplicate numbers and some numbers being missed completely. The error has been corrected for all months beginning January 2025, and the revised monthly reports are attached.

FISCAL IMPACT:

None.

ALTERNATIVES:

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

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Police Stats ACO 2025 Jan.pdf
2. Police Stats ACO 2025 Feb.pdf

3. Police Stats ACO 2025 March.pdf
4. Police Stats ACO 2025 April.pdf
5. Police Stats ACO 2025 May.pdf
6. Police Stats ACO 2025 June.pdf
7. Police Stats ACO 2025 July.pdf
8. Police Stats ACO 2025 Aug.pdf
9. Police Stats ACO 2025 Sept.pdf
10. Police Stats ACO 2025 Oct.pdf
11. Police Stats ACO 2025 Nov.pdf

BANNING POLICE DEPARTMENT
JANUARY, 2025

CATEGORY	Jan-25	Jan-24	% CHGE	YTD-25	YTD-24	% CHGE
Calls for Service	88	167	-47%	88	167	-47%
Animals Impounded	0	0	0%	0	0	0%
Animals Euthanized	0	0	0%	0	0	0%
Bite Reports	2	5	-60%	2	5	-60%
Citations Issued	0	0	0%	0	0	0%
Expenses	2233.25	0	223325%	2233.25	0	223325%
Revenue	602	1352	-55%	602	1352	-55%

BANNING POLICE DEPARTMENT
FEBRUARY, 2025

CATEGORY	Feb-25	Feb-24	% CHGE	YTD-25	YTD-24	% CHGE
Calls for Service	104	108	-4%	192	275	-30%
Animals Impounded	0	0	0%	0	0	0%
Animals Euthanized	0	0	0%	0	0	0%
Bite Reports	3	2	50%	5	7	-29%
Citations Issued	0	0	0%	0	0	0%
Expenses	0	1620.5	-100%	2233.25	1620.5	38%
Revenue	655	547	20%	1257	1899	-34%

BANNING POLICE DEPARTMENT
MARCH, 2025

CATEGORY	Mar-25	Mar-24	% CHGE	YTD-25	YTD-24	% CHGE
Calls for Service	79	109	-28%	271	384	-29%
Animals Impounded	0	0	0%	0	0	0%
Animals Euthanized	0	0	0%	0	0	0%
Bite Reports	3	3	0%	8	10	-20%
Citations Issued	0	0	0%	0	0	0%
Expenses	1105.88	831.5	33%	3339.13	2452	36%
Revenue	1435	796	80%	2692	2695	0%

BANNING POLICE DEPARTMENT
APRIL, 2025

CATEGORY	Apr-25	Apr-24	% CHGE	YTD-25	YTD-24	% CHGE
Calls for Service	107	128	-16%	378	512	-26%
Animals Impounded	0	0	0%	0	0	0%
Animals Euthanized	0	0	0%	0	0	0%
Bite Reports	2	7	-71%	10	17	-41%
Citations Issued	0	0	0%	0	0	0%
Expenses	459.25	1934.36	-76%	3798.38	4386.36	-13%
Revenue	986	1143	-14%	3678	3838	-4%

BANNING POLICE DEPARTMENT
MAY, 2025

CATEGORY	May-25	May-24	% CHGE	YTD-25	YTD-24	% CHGE
Calls for Service	120	121	-1%	488	550	-11%
Animals Impounded	3	5	-40%	27	45	-40%
Animals Euthanized	0	1	-100%	6	22	-73%
Bite Reports	5	2	150%	14	14	0%
Citations Issued	0	0	0%	0	0	0%
Expenses	4241.48	1018	317%	8039.86	5404.36	49%
Revenue	972	2118	-54%	4650	5956	-22%

BANNING POLICE DEPARTMENT
JUNE, 2025

CATEGORY	Jun-25	Jun-24	% CHGE	YTD-25	YTD-24	% CHGE
Calls for Service	123	110	12%	611	660	-7%
Animals Impounded	6	6	0%	33	51	-35%
Animals Euthanized	2	5	-60%	8	27	-70%
Bite Reports	3	1	200%	17	15	13%
Citations Issued	0	0	0%	0	0	0%
Expenses	2295.5	206	1014%	10335.36	5610.36	84%
Revenue	886	951	-7%	5536	6907	-20%

BANNING POLICE DEPARTMENT
JULY, 2025

CATEGORY	Jul-25	Jul-24	% CHGE	YTD-25	YTD-24	% CHGE
Calls for Service	118	71	66%	729	731	0%
Animals Impounded	5	1	400%	38	52	-27%
Animals Euthanized	2	2	0%	10	29	-66%
Bite Reports	5	5	0%	22	20	10%
Citations Issued	0	0	0%	0	0	0%
Expenses	738.75	0	73875%	11074.11	5610.36	97%
Revenue	646	776	-17%	6182	7683	-20%

BANNING POLICE DEPARTMENT
AUGUST, 2025

CATEGORY	Aug-25	Aug-24	% CHGE	YTD-25	YTD-24	% CHGE
Calls for Service	110	72	53%	839	803	4%
Animals Impounded	8	4	100%	46	56	-18%
Animals Euthanized	1	4	-75%	11	33	-67%
Bite Reports	2	1	100%	24	21	14%
Citations Issued	0	0	0%	0	0	0%
Expenses	6376.23	4306.36	48%	17450.34	9916.72	76%
Revenue	871	717	21%	7053	8400	-16%

BANNING POLICE DEPARTMENT
SEPTEMBER, 2025

CATEGORY	Sep-25	Sep-24	% CHGE	YTD-25	YTD-24	% CHGE
Calls for Service	138	87	59%	977	890	10%
Animals Impounded	27	0	2700%	73	56	30%
Animals Euthanized	1	0	100%	12	33	-64%
Bite Reports	7	4	75%	31	25	24%
Citations Issued	0	0	0%	0	0	0%
Expenses	2479.46	71	3392%	19929.8	9987.72	100%
Revenue	703	685	3%	7756	8471	-8%

BANNING POLICE DEPARTMENT
OCTOBER, 2025

CATEGORY	Oct-25	Oct-24	% CHGE	YTD-25	YTD-24	% CHGE
Calls for Service	133	106	25%	1110	996	11%
Animals Impounded	23	0	2300%	96	56	71%
Animals Euthanized	3	0	300%	15	33	-55%
Bite Reports	2	3	-33%	33	28	18%
Citations Issued	0	0	0%	0	0	0%
Expenses	2971.51	367.34	709%	22901.31	10355.06	121%
Revenue	795	934	-15%	8551	9405	-9%

BANNING POLICE DEPARTMENT
NOVEMBER, 2025

CATEGORY	Nov-25	Nov-24	% CHGE	YTD-25	YTD- 24	% CHGE
Calls for Service	107	93	15%	1217	1089	12%
Animals Impounded	9	0	900%	105	56	88%
Animals Euthanized	2	0	200%	17	33	-48%
Bite Reports	2	1	100%	35	29	21%
Citations Issued	0	0	0%	0	0	0%
Expenses	0	5035.6	-100%	22901.31	15390.66	49%
Revenue	115.65	814	-86%	8666.65	10219	-15%

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Sandra Calderon, Acting Deputy City Clerk** **Todd Hopkins, CalFire Division Chief**
MEETING DATE:	**December 9, 2025**
SUBJECT:	**Receive and File Fire Protective Services Statistics for the Month of November 2025.**

RECOMMENDATION:

Receive and file.

BACKGROUND:

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

JUSTIFICATION:

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

FISCAL IMPACT:

None

ALTERNATIVES:

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

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. jurisreport_banning.pdf

Riverside County Fire Department/ CAL FIRE

Jurisdiction Summary for City of Banning

Bill Weiser

Fire Chief

11/1/2025 to 11/30/2025

Incident Response Activity

***At least 1 Resource Dispatched**

Incident Type	#
False Alarm	18
Medical	383
Other Fire	4
Other Misc	3
Public Service Assist	24
Res Fire	1
Ringing Alarm	2
Standby	3
Traffic Collision	12
Vehicle Fire	2
Wildland Fire	2
Incident Total	**454**

Average Enroute to On-Scene Time

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

<5 Minutes	+5 Minutes
247	65

+10 Minutes	+20 Minutes
9	0

Average Min	% 0 to 5 Min
4.20	76.95

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

Transport

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

	0
Total:	**0**

Mutual Aid

***Unit responses**

Jurisdiction Units Responses

Engine	293
Total:	**293**

Mutual Aid Given

Engine	175
Total:	**175**

Mutual Aid Received

	15
Brush	4
Chief	8
Engine	223
Environmental Health	2
HazMat	2
Patrol	4
PIO	1
Squad	19
Truck/Quint	5
Total:	**283**

Truck Report

MRFT1 recorded 5 responses in City of Banning from 11/1/2025 1:40:10 PM to 11/30/2025 1:40:10 PM

Significant Incidents

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Patrick Safari, Capital Improvement Projects Manager** **Nathan Smith, Deputy Director of Public Works/ City Engineer**
MEETING DATE:	**December 9, 2025**
SUBJECT:	**Public Works Capital Improvement Project Tracking List**

RECOMMENDATION:

Receive and file.

BACKGROUND:

To keep the City Council and the public informed of the progress and status of various capital improvement projects, staff has prepared the attached Public Works CIP Tracking List, which will be updated and presented on a monthly basis.

The tracking list includes planning, environmental, design, and construction contracts previously approved by the City Council and/or the City Manager's Office and currently managed by the Public Works Department.

JUSTIFICATION:

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

FISCAL IMPACT:

Not applicable.

ALTERNATIVES:

Not applicable.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. CIP Tracking_October & November 2025.pdf

PUBLIC WORKS CAPITAL IMPROVEMENT PROJECTS (CIP) TRACKING SHEET

Category	Project #	Project Name	Phase	% Completed	Tasks Completed	Current Tasks	Future Tasks	Tentative Completion Date	Project Budget
Streets	2023-17	Hargrave Grade Separation	PA&ED	5%	Contract execution; project kickoff, grant reporting.	Agreements with Caltrans and UPRR; Basis of Design document sent to all stakeholders for approval.	Caltrans DEER exception. Environmental work.	12/30/27	$ 8,300,000
Streets	-	Highland Springs Avenue Interchange	PA&ED	35%	Highway Safety Manual segmentation existing condition; aerial topo mapping; traffic volume report; Environmental Purpose/Need Statement; Air/Noise memos; VMT Methodology Memo; DDI Exclusion Memo; ROW Data Sheets;	Geometric development; utility agency data collection; Traffic Operations Analysis Report; Enviro. Technical Reports; HSM Analysis Memo; Geotech Reports; Prelim Drainage Reports;	Design Standard Risk Assessment; Value Analysis Report; Geometric Approval Document; R/W Data Sheets; Transp. Management Plan	12/31/26	$ 2,900,000
Streets	2020-04	Sun Lakes Blvd Extension	CEQA, PS&E	98%	Obtained environmental permits, complted PSE package.	Review of Kinder Morgan pipeline relocation final plans. Construction bids due 12/2/25. Environmental construction monitoring bids due 12/8/25	Award construction and environmental monitoring contracts	12/1/26	$ 1,248,026
Streets	-	Traffic Signalization of 8th Street/I- 10 Interchange	Design/Permits	90%	Design well underway. Submittal of encroachment permit application to Caltrans. Caltrans approval on TOAR and concepts.	Design drawings have been resubmitted to Caltrans and awaiting a response. Negotiations with private owners for ROW acquisition.	Resubmitted to Caltrans if needed. Caltrans encroachment permit issuance. Property acquisition (private party task)	6/1/26	$ 1,081,000
Streets	2022-05	HSIP Cycle 10 Omar/Ramsey Intersection Improvements	Construction	100%	Project Approved for Funding by the State. Proposal solicitation. Contract award.	Construction completed. NOC approved by CC	Release retention. Caltrans post-construction review meeting	12/31/25	$ 649,954
Streets	2023-04	HSIP Cycle 10 Ramsey Street Pedestrian Safety Improvements	Construction	0%	Project Approved for Funding by the State. Project Awarded.	NTP issued to contractor. Work begins 12/1/25	Pre-Construction review meeting with Caltrans.	4/1/26	$ 500,000
Streets	2023-09	HSIP Upgrade 17 Traffic Signals Hardware	PS&E	85%	Project approved for funding by Caltrans	STC Traffic Working on 90% Plans Submittal and Caltrans Approval	100% Plans Submittal and Approval	3/30/26	$ 433,900
Streets	2023-10	HSIP Pedestrian Crossings Upgrades at 19 Intersection	PS&E	0%	Project approved for funding by Caltrans	Project kick off with TKE on 11/19/25	Project Kickoff meeting	6/30/26	$ 585,000
Streets	2023-11	HSIP Wilson St & 12 St Intersection Upgrade	PS&E	0%	Project approved for funding by Caltrans	Project design bids due 12/8/25	Award design contract	6/30/26	$ 277,000
Streets	2023-05	San Gorgonio/UPRR Pedestrian Crossing	Design	95%	Amendment 2 CC Approval. 65% Plans complete	Final Plans approved by UPRR, CUPC and Caltrans. GO 88-B approved	Approve C&M Agreement. Prepare Bid Documents	8/30/26	$ 230,000
Facility	2021-06	CNG Station	Design-Build	95%	Grading, wall footing, equipment pads and some underground piping. Underground utility installation; coordination with Gas Co., concrete pads, block wall, time fill posts.	Gas company service work, finalizing concrete work, installation of equipment.	Installation of electrical equipment, gas meter set, generator installation, compressor installation	12/31/25	$ 4,888,261
Facility		City Hall Roof Repairs - Phase 2	Design/Bid	10%	Scope identification - Roof/leak repairs on flat roof section over remainder of City Hall	Preparation of RFP	Award, Construction	6/30/26	$ 275,000
Facility	2024-02	City Hall HVAC Replacement	Construction	0%	Idenitfy scope and inclusion in CIP list.	Preparation of scope of work	Award, Construction	6/1/26	$ 230,000
Water	2018-02W-2	New Domestic Water Well C8 (Phase 2: Well Equipping and Site Development)	Construction	55%	Poured pump pedestal and completed vertical construction pending roof.	Continue roof installation, louvers, doors etc., and other onsite final grading .	Finish roof installation, louvers, doors etc., and install vertical pump and motor and above ground piping including pump-to-waste.	7/30/26	$ 3,774,100
Water	2023-15W	Ramsey Street Water Line	Construction	100%	16" DIP for the actual mainline alignment has been completed and tested. Services installed.	Retention issued	Closeout project	9/30/25	$ 1,199,106
Water	2022-07W	Well M12A (Phase 2: Well Equipping an Site Development)	Construction	55%	Vertical construction including roof has been completed.	Installation of above ground piping and pump.	Finish above ground piping, pump and motor and pump-to-waste.	7/30/26	$ 2,684,990
Water	20254-08W	Banning Canyon Stormwater Repairs	Construction	90%	Significant progress has been made towards grading to re-establish the percolation ponds.	Grading (dredging) of the percolation ponds is underway.	Complete the grading/restoration of the percolation ponds.	3/31/26	$ 563,310
Wastewater	2022-01WW	Wastewater Treatment Plant and Recycled Water Improvements	Phase 1 (Design)	30%	Received 10% BODR (Basis Of Design Report).	Finalize the location and layout of brine evaporation ponds as well dewatering equipment.	Generate a rough magnitude project's construction cost estimate and solids dewatering and sludge drying beds.	4/30/26	$ 4,398,490
Wastewater	2020-08WW	WWTP Equalization Basin	Design/CEQA	95%	Completed 90% drawings review.	Development of 100% drawings; ~$1.25M EPA Community Grant has been issued.	Finalize 100% drawings; Approval to proceed with grant expenditures; Invitation for Bids.	12/31/25	$ 362,866
Recycled Water	2024-1RW	Charles Street and Lincoln Street Booster Station and Reservoirs	Construction	70%	Project was awarded, a NTP was issued followed by pre-con meeting and submittal reviews.	Charles St - Building/generator electrical conduits installed and slabs poured and Reservoir Tank coating. Lincoln St - underground water piping installed and electrical vault installed.	Finish tank caoting at Charles and begin erecting buildings on both sites.	3/31/26	$ 10,160,200
Recycled Water	2023-06RW	Lions Park Non-Potable Water Conversion	Construction	15%	Project Awarded. Kick Off Meeting. Surveying and utility research	Construction commenced on 10/27/25	Progress meetings	3/31/26	$ 920,672

Electric		Sun Lakes Blvd Extension	PS&E	100%	Electric design included in Public Works bid package. Bids due 12/2/25.	Review bids for the work for contruction award. Review of Kinder Morgan pipeline relocation final plans.	Make minor adjustments to distribution plan based on KM pipeline relocation and issue drawings revisions if necessary. Prepare for construction of electric improvements.	12/1/26	$ 75,700
Electric		Robertson's Ready Mix Pole Relocation	Construction	0%	Line Extension Agreement approved by City Council. Additional comments provided by Robertson's Ready Mix	Update agreement and resubmit for City Council approval	Collect deposits from Robertson's Ready Mix and order materials for construction and schedule installation	6/30/26	$ 425,000
Electric		12kV Reconductor on Barbour St at Hathaway	PS&E	95%	Design has been completed for the project	Coordinate with property owners at 700 S Hathaway St to complete necessary upgrades to replace all 4kV equipment with 12kV equuipment.	Project included in budget cycle for 2025/26; Order materials for construction and schedule installation	9/30/26	$ 100,000
Electric		Mias Canyon Line Hardening	Design/MSHCP	100%	All biological survey reports have been submitted for FEMA grant requirements.	Awaiting feedback from FEMA and US Fish and Wildlife. Provide supplemetary information as needed.	Awaiting award of Hazarg Mitigation Grant thru FEMA with applicant match funding thru CalOES	12/1/26	$ 2,189,140
Electric		34.5kV Circuit Reroute	Construction	65%	16 of 26 poles have been replaced. Installation is being completed by BEU linemen.	Schedule construction for remaining poles	Complete installation of remaining poles and re-energize sub-transmission Circuit #1.	3/31/26	$ 575,000

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Cornelio Datuin, Budget and Financial Analyst**
MEETING DATE:	**December 9, 2025**
SUBJECT:	**Consideration of Resolution 2025-03 SA, Approving the Establishment of Recognized Obligation Payment Schedule (ROPS) 26-27 A and B for the Period of July 2026 through June 2027 and Approving Certain Related Actions**

RECOMMENDATION:

Adopt Resolution 2025-03 SA.

BACKGROUND:

Pursuant to Health and Safety Code (the "HSC") Section 34172(a)(1), the Community Redevelopment Agency of the City of Banning was dissolved on February 1, 2012. Consistent with the provisions of the HSC, the City Council of the City of Banning previously elected to serve in the capacity of the Successor Agency. The Oversight Board has been established pursuant to HSC Section 34179 to assist in the wind-down of the dissolved Redevelopment Agency.

Per HSC Section 34177(o)(1), the Successor Agency is required to prepare a ROPS before each twelve-month fiscal year period. Pursuant to HSC Section 34180(g), Oversight Board approval is required for the establishment of each ROPS. Pursuant to HSC Section 34177(o)(1), an Oversight Board-approved ROPS 26-27 A and B for the period of July 1, 2026 through June 30, 2027 must be submitted to the State Department of Finance, State Controller's Office and to the County Auditor-Controller not later than February 1, 2026. The Oversight Board will approve the establishment of ROPS 26-27 A and B.
The Successor Agency staff has prepared the proposed Recognized Obligation Payment Schedule for the period of July 1, 2026 through June 30, 2027 ("ROPS 26-27"), substantially in the form shown in Exhibit "A".

The Successor Agency staff has prepared an administrative budget for the fiscal period commencing on July 1, 2026, and continuing through June 30, 2027 ("FY 2026-27 Administrative Budget"), substantially in the form shown in Exhibit "B".

Successor Agency is entitled to an administrative cost allowance (the "Administrative Cost Allowance") pursuant to HSC Sections 34171(b) and 34183(a)(3) in the approximate amount of $250,000 for the 2026-27 fiscal year of which approximately $125,000 will be disbursed July 1, 2026, and approximately $125,000 will be disbursed January 2, 2027.

JUSTIFICATION:

At its meeting on January 15,2026, the Countywide Oversight Board for the Successor Agency ("Oversight Board") to the dissolved Community Redevelopment Agency of the City of Banning ("Successor Agency") will approve the Fiscal Year 2026-2027 Recognized Obligation Payment Schedule

("ROPS") with the adoption of Resolution TBA (Number To Be Assigned) (Oversight Board Resolution).

FISCAL IMPACT:

Per HSC Section 34177, the Successor Agency is legally required to continue to make payments due for enforceable obligations. The Oversight Board has approved the establishment of ROPS 26-27 A and B, which will ensure that the Successor Agency has the authority to continue to pay its enforceable obligations.

ALTERNATIVES:

1. Adopt Resolution 2025-03 SA as recommended.
2. Adopt Resolution 2025-03 SA with modifications.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution_2025-03_SA-ROPS_26-27_A_and_B.docx
2. Attachment 1a - Exhibit S ROPS 26-27 City of Banning.pdf
3. Attachment 1b-Exhibit B City of Banning SA Admin Budget FY26-27.pdf
4. Attachment 2 - Resolution No. TBA Countywide Oversight Board Resolution Approving Banning ROPS and Admin Budget.docx

RESOLUTION 2025-03 SA

RESOLUTION OF THE SUCCESSOR AGENCY TO THE CITY OF BANNING APPROVING THE ESTABLISHMENT OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE 26-27 A & B FOR THE PERIOD OF JULY 2026 THROUGH JUNE 2027 AND APPROVING CERTAIN RELATED ACTIONS

WHEREAS, pursuant to Health and Safety Code (the "HSC") § 34172 (a) (1), the Community Redevelopment Agency of the City of Banning was dissolved on February 1, 2012; and

WHEREAS, consistent with the provisions of the HSC, the City of Banning previously elected to serve in the capacity of the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning (the "Successor Agency"); and

WHEREAS, per HSC § 34177 (o) (1), the Successor Agency is required to prepare a Recognized Obligation Payment Schedule (the "ROPS") before each twelve-month fiscal year period; and

WHEREAS, pursuant to HSC § 34180 (g), the Countywide Oversight Board of the County of Riverside (the "Oversight Board") approval is required for the establishment of each ROPS; and

WHEREAS, pursuant to HSC § 34177 (o) (1), an Oversight Board-approved ROPS 26-27 A and B for the period of July 2026 through June 2027 and it will be submitted to the State Department of Finance, State Controller's Office and to the County Auditor-Controller not later than February 1, 2026; and

WHEREAS, pursuant to HSC § 34177, the Successor Agency is legally required to continue to make payments due for enforceable obligations; and

WHEREAS, it is proposed that the Successor Agency approve the establishment of the Successor Agency's ROPS 26-27 A and B, which is attached hereto as Exhibit "A"; and

WHEREAS, the Successor Agency staff has prepared an administrative budget for the fiscal period commencing on July 1, 2026 and continuing through June 30, 2027 ("FY 2026-27 Administrative Budget"), substantially in the form shown in Exhibit "B", attached hereto and incorporated herein by this reference

WHEREAS, ROPS 26-27 A and B will be submitted to the Oversight Board for approval to ensure that the Successor Agency has the authority to continue to pay its enforceable obligations; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, BE IT RESOLVED by the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning, as follows:

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Successor Agency's ROPS 26-27 A and B for the period of July 2026 through June 2027, which is attached hereto as Exhibit "A", is approved, inclusive of each enforceable obligation.

Section 3. The Successor Agency staff has prepared an administrative budget for the fiscal period commencing on July 1, 2026 and continuing through June 30, 2027 ("FY 2026-27 Administrative Budget"), substantially in the form shown in Exhibit "B", attached hereto and incorporated herein by this reference.

Section 4. The amount requested for enforceable obligation No. 12, the Successor Agency's Administrative Allowance, is consistent with the provisions of HSC § 34171 (b) and is thus considered fair and reasonable.

Section 5. The City Manager, as the Successor Agency's Executive Director or designee, is authorized to: i) post the ROPS 26-27 A and B on the City's website, ii) transmit the ROPS 26-27 A and B to the Oversight Board, the State Department of Finance, State Controller's Office and to the County Auditor-Controller for their review within the timeframe and in the manner prescribed by the HSC; and iii) make ministerial revisions to ROPS 26-27 A and B, which may include, but are not limited to restating the information included within ROPS 26-27 A and B in any format that may be requested by the State Department of Finance, take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution, and to implement ROPS 26-27 A and B on behalf of the Successor Agency, including authorizing and causing such payments.

Section 6. This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED, AND ADOPTED this 9th day of December 2025.

_____
Sheri Flynn, Chairperson
Banning Successor Agency

ATTEST:

_____
Sandra Calderon, Acting Deputy
City Clerk, Secretary
Banning Successor Agency

APPROVED AS TO FORM
AND LEGAL CONTENT:

_____
John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney

CERTIFICATION:

I, Sandra Calderon, Acting Deputy City Clerk of the Banning Successor Agency, do hereby certify that the foregoing Resolution 2025-03 SA, was duly adopted by the Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 9th day of December 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Sandra Calderon, Acting Deputy City Clerk, Secretary, Banning Oversight Board City of Banning, California

EXHIBIT "A"

SUCCESSOR AGENCY TO THE
DISSOLVED COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF BANNING

RECOGNIZED OBLIGATION PAYMENT SCHEDULE 26-27 A and B
(JULY 2026 THROUGH JUNE 2027)

(See Attachment)

EXHIBIT "B"

SUCCESSOR AGENCY TO THE
DISSOLVED COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF BANNING

ADMINISTRATIVE BUDGET
(JULY 2026 THROUGH JUNE 2027)

(See Attachment)

Recognized Obligation Payment Schedule (ROPS 26-27) - Summary
Filed for the July 1, 2026 through June 30, 2027 Period

Successor Agency: Banning

County: Riverside

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	26-27A Total (July - December)	26-27B Total (January - June)	ROPS 26-27 Total
A Enforceable Obligations Funded as Follows (B+C+D)	**$ -**	**$ -**	**$ -**
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	**$ 1,944,806**	**$ 491,011**	**$ 2,435,817**
F RPTTF	1,819,806	366,011	2,185,817
G Administrative RPTTF	125,000	125,000	250,000
H Current Period Enforceable Obligations (A+E)	**$ 1,944,806**	**$ 491,011**	**$ 2,435,817**

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

Banning
Recognized Obligation Payment Schedule (ROPS 26-27) - ROPS Detail
July 1, 2026 through June 30, 2027

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 26-27 Total**	**ROPS 26-27A (Jul - Dec)**					**26-27A Total**	**ROPS 26-27B (Jan - Jun)**					**26-27B Total**
											Fund Sources						**Fund Sources**					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								$26,459,196		$2,435,817	$-	$-	$-	$1,819,806	$125,000	$1,944,806	$-	$-	$-	$366,011	$125,000	$491,011
4	Annual Continuing Disclosure	Fees	12/16/ 2003	08/01/2037	Urban Futures, Inc.	Bonding Continuing Disclosure Services	Merged	19,850	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
5	Bond Trustee Fees	Fees	12/16/ 2003	08/01/2037	US Bank	Bond Trustee Fees	Merged	81,225	N	$3,025	-	-	-	3,025	-	$3,025	-	-	-	-	-	$-
12	Successor Agency Admin	Admin Costs	02/01/ 2012	08/01/2037	City of Banning	The amount requested for the Administrative Allowance is consistent with the provisions of HSC § 34171 (b).	Merged	250,000	N	$250,000	-	-	-	-	125,000	$125,000	-	-	-	-	125,000	$125,000
17	Arbitrage Analysis for TABs	Fees	12/16/ 2003	08/01/2037	Willdan Associates	Arbitrage Analysis for TABs	Merged	55,000	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
32	2016 Refunding TABs (Interest Only Portion)	Bonds Issued After 12/ 31/10	09/22/ 2016	09/01/2037	U.S. Bank, NA	This item is for the interest only portion of the debt service for the 2016 TABs, which refunded the 2003 and 2007 TABs.	Merged	5,158,121	N	$752,792	-	-	-	386,781	-	$386,781	-	-	-	366,011	-	$366,011
33	2016 Refunding TABs (Principal Reduction Portion)	Bonds Issued After 12/ 31/10	09/22/ 2016	09/01/2037	U.S. Bank, NA	This item is for the principal reduction portion of the debt service for the 2016 TABs, which refunded the 2003 and	Merged	20,895,000	N	$1,430,000	-	-	-	1,430,000	-	$1,430,000	-	-	-	-	-	$-

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 26-27 Total**	**ROPS 26-27A (Jul - Dec)**					**26-27A Total**	**ROPS 26-27B (Jan - Jun)**					**26-27B Total**
											Fund Sources						**Fund Sources**					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
						2007 TABs.																

Banning
Recognized Obligation Payment Schedule (ROPS 26-27) - Report of Cash Balances
July 1, 2023 through June 30, 2024
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 23-24 Cash Balances (07/01/23 - 06/30/24)	**Fund Sources**					**Comments**
		Bond Proceeds		**Reserve Balance**	**Other Funds**	**RPTTF**	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	**Beginning Available Cash Balance (Actual 07/01/23)** RPTTF amount should exclude "A" period distribution amount.	7,686,612					Cell C-1 is the amount held by the Trustee Bank that originated from the 2003 and 2007 TABs
2	**Revenue/Income (Actual 06/30/24)** RPTTF amount should tie to the ROPS 23-24 total distribution from the County Auditor-Controller					2,421,886	Cell G-2 is the actual amount of ROPS 2023-24 RPTTF received.
3	**Expenditures for ROPS 23-24 Enforceable Obligations (Actual 06/30/24)**	7,686,612				2,439,557	The amount shown in Cell C-is the running balance of amount that was transferred to the City per the Bond Expenditure Agreement was was approved by the DOF pursuant to its letter dated 3-30-2016. Cell G-3 represents actual FY24 expenditures (July 1,2023 to June 30,2024)
4	**Retention of Available Cash Balance (Actual 06/30/24)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						
5	**ROPS 23-24 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 23-24 PPA form submitted to the CAC		No entry required				

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 23-24 Cash Balances (07/01/23 - 06/30/24)	**Fund Sources**					**Comments**
		Bond Proceeds		**Reserve Balance**	**Other Funds**	**RPTTF**	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
6	**Ending Actual Available Cash Balance (06/30/24) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)**	**$-**	**$-**	**$-**	**$-**	**$(17,671)**	

Banning
Recognized Obligation Payment Schedule (ROPS 26-27) - Notes
July 1, 2026 through June 30, 2027

Item #	Notes/Comments
4	Payment for Continuing Disclosure Services
5	To pay for annual US Bank Bond Trustee fees
12	The amount requested for the Administrative Allowance is consistent with the provisions of HSC § 34171 (b).
17	Arbitrage Analysis for 2016 TABs
32	This item is for the interest only portion of the debt service for the 2016 TABs, which refunded the 2003 and 2007 TABs.
33	This item is for the principal reduction portion of the debt service for the 2016 TABs, which refunded the 2003 and 2007 TABs.

"EXHIBIT B"

Successor Agency to the Redevelopment Agency for City of Banning

ADMINISTRATIVE BUDGET

July 1, 2026 to June 30, 2027

	July to Dec	Jan to June
Admin Cost Allowance		
	ROPS 25-26A	**ROPS 25-26B**
Administrative Cost Allowance HSC § 34171 (b)	125,000	125,000
Administrative Cost Allowance (ROPS 22-23):	**125,000**	**125,000**
Admin Costs		
Successor Agency Indirect Costs:		
Salaries & Benefits	121,975	125,000
Projected Operating Expenses	-	-
Total Indirect Costs	**121,975**	**125,000**
Successor Agency Direct Costs:		
Professional Services	3,025	
Annual Audit		
Miscellaneous Expenses		
Total Direct Costs	**3,025**	**-**
Total Successor Agency Indirect & Direct Costs	**125,000**	**125,000**

COUNTYWIDE OVERSIGHT BOARD FOR THE COUNTY OF RIVERSIDE

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR CITY OF BANNING

RESOLUTION NO. TBA

RESOLUTION OF THE COUNTYWIDE OVERSIGHT BOARD FOR COUNTY OF RIVERSIDE APPROVING THE RECOGNIZED OBLIGATON PAYMENT SCHEDULE AND ADMINSTRATIVE BUDGET FOR THE PERIOD JULY 1, 2026, THROUGH JUNE 30, 2027 FOR THE CITY OF BANNING SUCCESSOR AGENCY AND MAKING RELATED FINDINGS AND DECLARATIONS AND TAKING RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Redevelopment Agency for City of Banning (the "Former Agency") was formed, existed and exercised its powers pursuant to the Community Redevelopment law (California Health and Safety Code section 33000 et seq. the "CRL");

WHEREAS, the California state legislature enacted Assembly Bill 1x 26, as modified by Assembly Bill No. 1484 enacted on June 27, 2012, as further modified by Senate Bill No. 107 enacted on September 22, 2015, as such may be further amended (collectively, the "Dissolution Act"), adding or amending Parts 1.8 and 1.85 to Division 24 of the Health and Safety Code, to dissolve redevelopment agencies formed under the CRL;

WHEREAS, pursuant to Section 34173 of the Health and Safety Code, effective February 1, 2012 the Successor Agency to the City of Banning, a separate legal entity (the "Successor Agency") was formed to and charged with paying the enforceable obligations, disposing of the properties and other assets, and unwinding the affairs of the dissolved Former Agency;

WHEREAS, upon dissolution of the Former Agency, all authority, rights, powers, duties and obligations previously vested with the Former Agency (except for the Former Agency's housing assets and functions) under the CRL vested in the Successor Agency, which was declared a separate legal entity effective June 27, 2012;

WHEREAS, Section 34179(j) of the Health and Safety Code provides for the appointment

of a countywide oversight board (the "Countywide Oversight Board") with specific duties to approve certain Successor Agency actions pursuant to Section 34180 of the Health and Safety Code and to direct the Successor Agency in certain other actions pursuant to Section 34181 of the Health and Safety Code;

WHEREAS, the Successor Agency staff has prepared the proposed Recognized Obligation Payment Schedule for the period of July 1, 2026 through June 30, 2027 ("ROPS FY 2026-27"), substantially in the form shown in Attachment "A", attached hereto and incorporated herein by this reference;

WHEREAS, the Successor Agency staff has prepared an administrative budget for the fiscal period commencing on July 1, 2026 and continuing through June 30, 2027 ("FY 2026-27 Administrative Budget"), substantially in the form shown in Attachment "B", attached hereto and incorporated herein by this reference;

WHEREAS, the Successor Agency is entitled to an administrative cost allowance (the "Administrative Cost Allowance") pursuant to Sections 34171(b) and 34183(a)(3) of the Health and Safety Code in the approximate amount of [$250,000] for the 2026-27 fiscal year of which approximately [$125,000] will be disbursed July 1, 2026 and approximately [$125,000] will be disbursed January 2, 2027;

WHEREAS, the City Council of Banning acting in its capacity as the governing board of the Successor Agency, approved the ROPS FY 2026-27 and FY 2026-27 Administrative Budget by adoption of Resolution No. 2025-03 SA, shown in Attachment "C", attached hereto and incorporated herein by this reference;

WHEREAS, under Resolution No. 2025-03 SA, the Successor Agency's governing board represents and warrants that it examined all of the items on the ROPS FY 2026-27 and finds that each of them is necessary for the continued maintenance and preservation of property owned by the Successor Agency until disposition in accordance with the Dissolution Act, the continued administration of the ongoing enforceable obligations, or the expeditious wind-down of the affairs of the Former Agency by the Successor Agency;

WHEREAS, pursuant to Section 34177 and 34180(g) of the Health and Safety Code, the ROPS FY 2026-27 and FY 2026-27 Administrative Budget must be submitted to the Countywide Oversight Board for the Countywide Oversight Board's approval; and

WHEREAS, the accompanying staff report, and attachments, attached hereto and incorporated herein by this reference, provide the supporting information upon which the actions

set forth in this Resolution are based.

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Countywide Oversight Board, in regular meeting assembled on January 15, 2026 in the meeting room located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, as follows**:**

1. The Countywide Oversight Board hereby finds, resolves, and determines that the foregoing recitals are true and correct and are incorporated herein by reference, and, together with information provided by the City of Banning staff and the public, form the basis for the approvals, findings, resolutions, and determinations set forth below.
2. Pursuant to the California Environmental Quality Act (CEQA), based upon a review of the evidence and information presented on the matter as it relates to the adoption of the ROPS FY 2026-27 and the Administrative Budget FY 2026-27, the Countywide Oversight Board has determined that such approval is categorically exempt from CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines because there is no possibility that the activities in question will have a significant impact on the environment and the amendment is merely the adoption of annual budget; it will not require any construction activities and will not lead to any direct or reasonably foreseeable indirect physical environmental impacts;
3. That the Successor Agency's Executive Director's designee is directed to file a Notice of Exemption with respect to the actions approved under this Resolution in accordance with CEQA.
4. Under Section 34180(g) of the Health and Safety Code, the Countywide Oversight Board must approve the establishment of the recognized obligation payment schedules of the Successor Agency.
5. The Countywide Oversight Board hereby approves the ROPS FY 2026-27 attached hereto as Attachment A (the "Approved ROPS FY 2026-27"). In connection with such approval, the Countywide Oversight Board makes the specific findings set forth below.
6. The Countywide Oversight Board has examined the items on the Approved ROPS FY 2026-27 and finds that each of them is necessary for the continued maintenance and preservation of property owned by the Successor Agency until disposition in accordance with the Dissolution Act, the continued administration of the ongoing

agreements herein approved by the Countywide Oversight Board, or the expeditious wind-down of the affairs of the Dissolved RDA by the Successor Agency.

7. The Countywide Oversight Board Chairperson, Successor Agency Executive Director, and Countywide Oversight Board General Counsel are collectively authorized to make any technical or clerical corrections to the Approved ROPS FY 2026-27 prior to filing with the Department.
8. Under Section 34177(j) of the Health and Safety Code, the Countywide Oversight Board must approve the Administrative Budget for the Successor Agency.
9. In accordance with the Dissolution Act, the Countywide Oversight Board hereby approves the FY 2026-27 Administrative Budget, attached hereto as Attachment B (the "Approved Administrative Budget").
10. The Countywide Oversight Board hereby authorizes and directs the Executive Director of the City of Banning ("Successor Agency's Director")], or the Successor Agency's Director's designees, to take all actions and sign any and all documents necessary to implement and effectuate the actions approved by this Resolution as determined necessary by the Successor Agency's Director, or the Successor Agency's Director's designee. The Countywide Oversight Board hereby further authorizes and directs the Successor Agency's Executive Director, or Successor Agency's Director's designee, to execute all documents on behalf of the Successor Agency, and to administer the Successor Agency's obligations and duties to be performed pursuant to this Resolution.
11. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Countywide Oversight Board declares that the Countywide Oversight Board would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
12. The Countywide Oversight Board hereby authorizes and directs the County Executive Office staff and the Successor Agency staff to take all actions necessary under the Dissolution Act to file, post, mail or otherwise deliver via electronic mail, internet posting, and/or hardcopy, all notices and transmittals necessary or convenient in connection with the approval of this Resolution.

13. Pursuant to Health and Safety Code Section 34179, specified actions taken by the Countywide Oversight Board may be reviewed by the State of California Department of Finance, and, therefore, this Resolution shall not be effective until five (5) business days after approval, subject to a request for review by the State of California Department of Finance, or at the time and in the manner prescribed in Section 34179(h) of the Health and Safety Code.

PASSED, APPROVED, AND ADOPTED by the Countywide Oversight Board for the County of Riverside on January 15, 2026.

I hereby certify the forgoing to be a true copy of a resolution passed and adopted by the Countywide Oversight Board for the County of Riverside at a regular meeting thereof held on January 15, 2026, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

_____
Chairperson, Countywide Oversight Board

ATTEST:

_____
Clerk of the Countywide Oversight Board

APPROVED AS TO FORM:

Countywide Oversight Board Legal Counsel

By: _____

Attachments incorporated by reference:

A. Approved ROPS FY 2026-27
B. Approved Administrative Budget
C. Successor Agency Resolution No 2025-03 SA Approving ROPS and Administrative Budget

ATTACHMENT "A"

APPROVED ROPS FY 2026-27

[behind this page]

ATTACHMENT "B"

APPROVED ADMINISTRATIVE BUDGET

[behind this page]

ATTACHMENT "C"

SUCCESSOR AGENCY RESOLUTION NO. 2025-03 SA

APPROVING ROPS AND ADMINISTRATIVE BUDGET

[behind this page]

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**December 9, 2025**
SUBJECT:	**Consideration of Resolution 2025-163, Accepting a donation from Sun Lakes Charitable Trust in the amount of $2,000**

RECOMMENDATION:

Adopt Resolution 2025-163.

BACKGROUND:

City of Banning Administrative Policy B-27 – Donation to City Funds and Programs/Administration, effective 4/2015 and reviewed on 07/2018, establishes the protocol for acceptance of donations for City programs and services.

Administrative Policy B-27 also establishes the acceptance approval thresholds and per this policy, donations in an amount greater than $1,000 must be approved by the City Council.

The Banning Senior Center and its programming is substantially funded under the Parks and Recreation Budget allocation for the Senior Center within the General Fund and is also supported through donations and fund raising throughout the year.

Sun Lakes Country Club Charitable Trust has been a continuous supporter of the Banning Senior Center and has graciously donated $2,000 to the Banning Senior Center this year. The Sun Lakes Charitable Trust made the donation with the requirement that the funds are used for the Senior Center operations and programming as best determined by the Senior Center staff. After evaluation of programming and center needs, the donation will be used to replace the television and audio visual components in the Senior Center Multi-purpose room that has recently lost some functionality for presentation and programming purposes. Additionally, replacement of smaller minor equipment like blinds, coffee cups and programming supplies will be funded with this donation. The replacement of the television and will allow for simple connectivity for resource vendors providing important information and resources to our seniors. The other replacement items will positively impact the seniors with their ongoing programming opportunities and enhance the experience of our senior population that call the Banning Senior Center home.

JUSTIFICATION:

Donations such as this directly and positively impact the Parks and Recreation Department and Banning Senior Center, enhance the City's offerings and aid in the development and improvement of our community.

FISCAL IMPACT:

The acceptance of the donation does not require any matching funding and will allow for improvement of

The acceptance of the donation does not require any matching funding and will allow for improvement of the facility without use of General Fund allocations.

The donation will be deposited in Account 201-4050-361.41-12. An additional appropriation of $2,000 in account 201-4050-446.30-06 is being requested to cover the audio visual, equipment, and supplies.

ALTERNATIVES:

None Provided.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. CC_Resolution_2025-163___Accepting_a_Donation_from_the_Sun_Lakes_Charitable_Trust (1).docx
2. Policy B-27 - Acceptance of Donations & Completed Donation Form.pdf

RESOLUTION 2025-163

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ACCEPTING A DONATION TO THE BANNING SENIOR CENTER FROM THE SUN LAKES CHARITABLE TRUST IN THE AMOUNT OF $2,000

WHEREAS, the City of Banning Senior Center supports its citizens by offering programs and services that enhance and provide opportunities for socialization and improved health for its senior population; and

WHEREAS, the Banning Senior Center is substantially supported by a General Fund allocation for FY 2025-26; and

WHEREAS, donations offered for the sole purpose of improving the facility or program offerings of the Banning Senior Center are appreciated and valued; and

WHEREAS, Administrative Policy B-27 Donations to City Funds and Programs/Administration, establishes the protocol of acceptance of donations; and

WHEREAS, Administrative Policy B-27 – Donations to City Funds and Programs/Administration establishes that donations of greater than $1,000 must be approved by the City of Banning City Council; and

WHEREAS, the Sun Lakes Country Club Charitable Trust has offered to donate $2,000 for the support of the Banning Senior Center and its purpose of providing socialization, healthy food and healthy programming for the City's senior population; and

WHEREAS, the best use of the funds for the Banning Senior Center is to replace the television and audio visual components in the Senior Center Multi-Purpose Room and add to the programming needs by replacing small equipment and supplies for bingo and other program funding. This aligned with the wishes of the Sun Lakes Charitable Trust for the use of the donation for Senior Center operations.

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

SECTION 1. Accepting the donation to the Banning Senior Center from the Sun Lakes Country Club Charitable Trust in the amount of $2,000.

SECTION 2. Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to donation for the sole purpose of improving and or aiding programming at the Banning Senior Center.

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

PASSED, APPROVED AND ADOPTED this 9th day of December 2025

_____
,Mayor
City of Banning

ATTEST:

_____
Sandra Calderon, Acting Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

CERTIFICATION:

I, Sandra Calderon, Acting Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-163, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of December 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Acting Deputy City Clerk
City of Banning, California

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

Attached is Donations to City Funds and Programs/Administration Policy

City of Banning

Donations to City Funds and Programs/Administration

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

Approved:

Department

City Manager

PURPOSE:

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

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

POLICY:

Approval of Donations

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

Donation Requirements

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

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

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

Donation Submittal Process

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

Maintenance and Monitoring of Donations

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

City of Banning
DONATION ACCEPTANCE FORM

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

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

Donor (Entity Name): **Sun Lakes Country Club Charitable Trust**

Recipient Organization: **City of Banning Senior Center**

Are Funds to be used for a Specific Purpose?	No ☐ (General Donation)	Yes ☑

If for a Specific Purpose Description is Required: **The donation had a stipulation to be used for improvement to Senior Center Operations and or Senior Center Programming.**

Amount($): **$2,000**

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

Type of Item Donated:	**Purpose:**

Approval Signatures

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

Date:_____

City Council Approval Yes ☐ No ☐ **Signature:**_____

Date:_____

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Marisol Lopez, Economic Development Manager** **Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**December 9, 2025**
SUBJECT:	**Consideration of Resolution 2025-166, Approving Community Development Block Grant (CDBG)Applications for Fiscal year 2026/2027**

RECOMMENDATION:

Adopt Resolution 2025-166.

BACKGROUND:

The City of Banning is a cooperating City in the Community Development Block Grant (CDBG) Program. The CDBG program is a flexible program that provides communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest-running programs at HUD. The CDBG entitlement program allocates annual grants to larger cities and urban counties to develop viable communities by providing decent housing, a suitable living environment, and expanding economic opportunities, primarily for low- and moderate-income individuals.

The CDBG program is a federally funded program administered through the U.S. Department of Housing and Urban Development (HUD). As an Urban County in the Entitlement CDBG program, the County receives an annual formula allocation of CDBG funds from HUD. HUD determines the amount of each grant using a formula that incorporates several measures of community need, including the extent of poverty, population, housing overcrowding, the age of housing, and population growth lag in relation to other metropolitan areas.

The program works to ensure decent, affordable housing, provides services to the most vulnerable in our communities, and creates jobs through the expansion and retention of businesses. CDBG is a vital tool for helping local governments address the serious challenges facing their communities. The CDBG program has made a difference in the lives of millions of people and their communities across the Nation. CDBG was authorized under the Housing and Community Development Act of 1974, as amended, and is listed under the Catalog of Federal Domestic Assistance (CFDA) as 14.218. Applicable CDBG regulations can be found at 24 CFR Part 570 and 24 CFR Part 91. CDBG funding has been used by the County, its cooperating cities, and other subrecipients for a wide variety of community, economic, and social development activities. Activities include public facilities such as fire stations, parks, community centers, senior centers, homeless shelters, health clinics, water and sewer improvements, and street and sidewalk improvements. CDBG also provides public service activities such as childcare, health care, after school, programs, senior programs, food and clothing distribution, job training, recreation, and many more.

As part of the Federal CDBG guidelines, proposed projects/public service activities must meet the following criteria:

1. The project or activity must primarily benefit the low and moderate income community;
2. The project or activity must aid in the prevention or elimination of slums and blight areas;
3. The project or activity must be designed to meet the Community's Development needs and have a particular urgency.

Notice of Funding Availability (NOFA) for the County of Riverside's 2026-2027 Urban County CDBG program for Cooperating Cities. The estimated City of Banning allocation for 2026/2027 is $156,000.

The County opened the 2026-2027 CDBG application cycle starting September 29, 2025. The City of Banning, through HWS, has accepted applications for both City projects and from interested Non-profits, annually with each CDBG Funding cycle. This year, the City accepted applications through, November 14th, 2025, at 4pm. Notifications of the CDBG application period in English and Spanish were published on the City's Website and press releases were transmitted to the Record Gazette.

Two applications were submitted within the application period: The City of Banning applied for the Sylvan park Improvement project in the amount of $160,000 and the Boys and Girl's Club of the San Gorgonio Pass submitted an application for their Teens Continue to Lead program in the amount of $30,000.

On October 14, 2025, the City Council appointed an Ad-Hoc committee comprised of two Council Members, Mayor Pro Tem, Richard Royce and Council Member, Leroy Miller, to review and recommend approval of selected applications of FY 2026/2027 CDBG funding cycle. The committee met on December 3, 2025, and recommended the City's $156,000 entitlement be allocated to the City of Banning's Sylvan Park improvement Project in the amount of $150,000 and to the Boy's and Girl's Club of the San Gorgonio Pass' Teen Continue to Lead program in the amount of $6,000.

JUSTIFICATION:

In response to the 2026/2027 CDBG application period, two applications were submitted within the application acceptance window: One application was submitted by the City of Banning for their Sylvan Park Improvement Project in the amount of $160,000 and one non-profit public service related project was submitted by the Boys and Girls Club of the San Gorgonio Pass for their Teens Continue to Lead Program in the amount of $30,000. There was one additional non-profit public service related project that was submitted ten days after the application window closed.

As set forth in the guidelines for utilization of the CDBG funding, the City Council may designate up to 15% of the City's allocation to service oriented non-profit agencies for public services projects but is not required to do so. The FY 2026/2027 estimated allocation is $156,000 of which a maximum of $23,400.00 can be awarded to non-profit service related organizations.

The Ad-Hoc committee recommended the following:
Public Service Project - The Boys and Girls Club of the San Gorgonio Pass in the amount of $6,000 and the City of Banning Sylvan Park Improvement Project in the amount of $150,000.

FISCAL IMPACT:

The estimated funding under the CDBG Fiscal Year 2026/2027 program is approximately $156,000. There is no match requirement for approved projects with this funding. Upon approval of the City Council, the recommended City selected and approved projects will be submitted to the HWS for review and consideration. It is anticipated that the final funding approval will be provided to the City by October of 2026.

ALTERNATIVES:

1. Approve Resolution 2025-166 as recommended
2. Approve Resolution 2025-166 with modifications
3. Do not approve Resolution 2025-166 and provide alternate direction

BUDGETED?:
No

CONTRACT/AGREEMENT:
No

ATTACHMENTS:
1. Resolution2025-166.docx
2. Notice of Funding CDBG Grant, png
3. City of Banning NOFA Cover Letter.pdf
4. POP - Record Gazette - NOFA English 26-27.pdf
5. POP - Record Gazette - NOFA Spanish 26-27.pdf
6. CDBG 2026-2027 City of Banning Application.pdf
7. CDBG 2026-2027 Boys & Girls Club of the San G Application.pdf

RESOLUTION 2025-166

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM PROJECTS FOR THE FISCAL YEAR 2026/2027 FUNDING CYCLE

WHEREAS, the City of has accepted and submitted applications for projects/public service activities under the Community Development Block Grant (CDBG) program for the County of Riverside Department of Housing and Workforce Solutions on an annual basis; and

WHEREAS, the City of Banning received a Notice of Funding Availability for the 2026/2027 CDBG Funding cycle from the County of Riverside's 2026-2027 Urban County Community Development Block Grant Program with an estimated funding allocation available of $156,000; and

WHEREAS, the City of Banning opened an application window to accept CDBG FY 2026/2027 project and public service applications from City departments and interested non-profits and accepted applications from October 14, 2025 through November 14, 2025; and

WHEREAS, notifications of application availability were provided to non-profit organizations, City Departments and the general public through various media, including legal notice in the Record Gazette, City's Website, and

WHEREAS, on October 14, 2025, 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 December 3, 2025, and the Ad-Hoc committee made recommendations as to the accepted projects; and

WHEREAS, the CDBG Ad-hoc Committee reviewed applications and recommended the following projects be funded; City of Banning Sylvan Park Improvement Project in the amount of $150,000 and the Boys and Girls of the San Gorgonio Pass' Teens Continue to Lead program in the amount of $6,000; 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 for the Fiscal year 2026/2027 Funding Cycle.

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

SECTION 1. The Banning City Council adopts Resolution 2025-166, approving the projects submitted for funding under the Community Development Block Grant Programs for Fiscal Year 2026/2027; and

SECTION 2. Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to this resolution; and

SECTION 3. Authorizing the City Manager or his designee to submit two projects for Fiscal Year 2026/2027 Community Development Block Grant program to the County of Riverside Housing and Workforce Solutions for review and approval by their Board: and

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

PASSED, APPROVED AND ADOPTED this 9th day of December 2025

_____
, Mayor
City of Banning

ATTEST:

_____
Sandra Calderon, Acting Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Acting Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-166, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of December 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Acting Deputy City Clerk
City of Banning, California

Notice of Available Funding!
Community Development Block Grant
City of BANNING
The County of Riverside has opened the CDBG application period for FY 2026 - 2027 CDBG cycle for cooperating cities within the County's Urban County CDBG program
GRANTS
Deadline to apply is
Friday, November 14, 2025, at 4:00 pm

HWS HOUSING AND WORKFORCE SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.

TO: **Art Vela, Interim City Manager**
City of Banning

FROM: **Juan Garcia, HWS Deputy Director**

DATE: **September 29, 2025**

RE: **Notice of Funding Availability (NOFA) for the County of Riverside's 2026-2027 Urban County Community Development Block Grant Program**

Attached please find a copy of the Notice of Funding Availability (NOFA) for the County of Riverside's 2026-2027 Urban County CDBG program for Cooperating Cities. The County opened the 2026-2027 CDBG application cycle starting September 29, 2025.

2026-2027 Action Plan/Funding Cycle

Applications will be accepted from cooperating cities for both internal (city-administered projects) as well as applications from the cities' subrecipients including non-profit organizations, special districts, or other entities. All applications are due no later than **December 18, 2025.**

We ask that cities please submit applications to HWS staff for pre-screening prior to consideration by the City Council to ensure that the proposed applications comply with all the CDBG program requirements. Applications are evaluated for several factors, including priority needs and local objectives outlined in the City's Five-Year Consolidated Plan, community feedback gathered through the public participation process, the cost-effectiveness of the proposed project (including the leveraging of CDBG funds with other resources), and the applicant's past grant performance, if applicable.

The County will only accept hard-copy, paper applications from the cooperating cities for the 2026-2027 cycle. A copy of the approved 2026-2027 CDBG Application has been attached to the NOFA. A fillable pdf version of the CDBG application is available upon request. An original and one copy of each proposal must be submitted to the County together with a resolution or minute order from your Council approving the projects and authorizing the submittal of the applications.

Your city's 2026-2027 CDBG allocation is estimated to be **$156,000;** this allocation is based upon updated information from HUD and is subject to change.

Each cooperating city is responsible for planning, designing, and carrying out its own CDBG application process that best meets the needs of its city. The cities can decide to fund only internal city-administered projects, external subrecipient projects, or a combination of the two. The city council will make the final funding decisions based on the city's priority community development needs.

The County has established several minimum thresholds concerning the cooperating cities' CDBG application process:

1. The process must be open and fair;
2. The city must publically notice (newspapers, city website, social media) the opening of the city's 2026-2027 CDBG application cycle;
3. The notice should reference the County's Notice of Funding Availability (NOFA) for the County of Riverside's 2026-2027 Urban County CDBG program for Cooperating Cities;
4. The notice should be published in both English and Spanish if a significant portion of the city's residents speak Spanish – if there is a significant number of residents that predominantly speak another language, the city should publish their notice in that language as well;
5. The notice must provide direction as to where applications can be obtained, when the applications are due, and other application submittal instructions;
6. The notice will identify any funding priorities established by the city (e.g., senior programs, street improvements, youth programs, etc.);
7. The city must allow at least 30 days for the application process;
8. The public notice must provide information on the application review and approval process (e.g., staff review/council approval; staff review/committee review/ council approval, etc.);
9. The public notice must identify a contact person for questions and assistance; and
10. The notice must contain the date, time, and location where the city council will make the final 2026-2027 CDBG funding determinations.

Your city can only submit proposals for activities that have been identified in the 2024-2029 Five Year Consolidated Plan as a priority activity for CDBG funding.

Please take time to review the **Timeliness and Drawdown** section of the NOFA, particularly as it relates to project readiness and timely completion. Currently, your city has four (4) open capital funded projects. As a result, the City cannot apply for 26/27 CDBG funding if those projects are not expected to be completed by April 1, 2026. The City is not at risk of losing 26/27 CDBG funding. It will roll over and be available for the City to apply for the following year. If the City anticipates completing the active projects by April 1, 2026, you may disregard this notice and submit a funding application as instructed in this letter.

We encourage you to carefully review your current opened projects and provide a timeline and drawdown plan. Our team is available to assist you in planning for timely project implementation and successful outcomes.

HWS requests that any capital projects under consideration be shovel-ready and capable of being completed within 12 months of receiving funds. This timeline is important to help the program remain in compliance with HUD requirements and to ensure that awarded funds are used quickly and effectively.

For additional information regarding the 2026-2027 CDBG application cycle, please contact the CDBG Program Manager assigned to your city or:

Susana Orozco, Principal Development Specialist
3403 10th Street, Suite 300
Riverside, CA 92501
(951) 955-5933 Email: sorozco@rivco.org

Column

OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **Record Gazette** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(951) 849-4586**.

Notice ID: ELW4ygIUu50of0M3oZb4 | **Proof Updated: Oct. 28, 2025 at 01:51pm PDT**
Notice Name: CDBG NOFAEnglish

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
SANDRA CALDERON	Record Gazette
scalderon@banningca.gov	
(951) 922-3125	

Columns Wide: 2 **Ad Class:** Legals

Total Column Inches: 6.22

Number of Lines: n/a

10/31/2025: Display Ad Notice	296.30
Subtotal	$296.30
Tax	$0.00
Processing Fee	$0.00
Total	**$296.30**

See Proof on Next Page

Expected print dimensions of advertisement:

Width: 2.67 in., Height: 3.11 in.

Newspaper page size: Width: 9.75 in., Height: 10.88 in.

Publisher may wrap or break notice between pages.

Public Notices

HWS HOUSING AND WORKFORCE SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.

City of BANNING
EXPERIENCE OPPORTUNITIES

For Immediate Release

Contact: Ralph Wright
(951) 922-3241

Applications Now Available for Community Development Block Grants
The deadline to submit applications for the City of Banning's Fiscal Year 2026-2027 Community Development Block Grants is Friday, November 14, 2025, by 4:00 P.M.

Banning, CA – On September 29, 2025, the City of Banning received a Notice of Funding Available for the County of Riverside's 2026-2027 Urban County Community Development Block grant program for Cooperating Cities and is now accepting applications.

The U.S. Department of Housing and Urban Development (HUD), through Riverside County Housing and Workforce Solutions administers the CDBG funding. The funding will allow the community the opportunity to provide services within the City of Banning.

Eligible public services include but are not limited to:
- Healthcare
- Job training
- Childcare
- Services for the homeless
- Recreation programs
- Services for seniors
- Public safety services

A description of guidelines and program eligibility criteria for individual programs is located online at https://rivcohws.org/cdbg-program. Organizations must apply to the City of Banning in hard copy only, to be considered for a sub-recipient award. Applications can be found on the city's website at www.banningca.gov and are available at City Hall at the Information desk. Applications will be reviewed by an appointed ad-hoc committee and submitted to City Council for approval on December 9, 2025, at the Regular Meeting scheduled for 5:00 pm at 99 East Ramsey Street, Banning, CA 92220.

Applications are due no later than 4:00 p.m. on Friday, November 14, 2025. Applications will be accepted at Banning City Hall – Economic Development Department.

Please contact Ralph Wright, Parks and Recreation Director at (951) 922-3241 or via email at rwright@banningca.gov with any questions.

Column

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Record Gazette** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(951) 849-4586**.

Notice ID: JUlRdPsVU3p3Yx9zw0zZ | **Proof Updated: Oct. 28, 2025 at 01:56pm PDT**
Notice Name: CDBG NOFASpanish

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
SANDRA CALDERON	Record Gazette
scalderon@banningca.gov	
(951) 922-3125	

Columns Wide: 2 **Ad Class:** Legals

Total Column Inches: 6.22

Number of Lines: n/a

10/31/2025: Display Ad	104.94
Subtotal	$104.94
Tax	$0.00
Processing Fee	$0.00
Total	**$104.94**

See Proof on Next Page

Expected print dimensions of advertisement:
Width: 2.67 in., Height: 3.11 in.

Newspaper page size: Width: 9.75 in., Height: 10.88 in.
Publisher may wrap or break notice between pages.

Public Notices

HWS HOUSING AND WORKFORCE SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.

City of BANNING
EXPERIENCE OPPORTUNITIES

Para su publicación inmediata

Contact: Ralph Wright
(951) 922-3241

Aplicaciones ahora disponibles para Donativos en Bloque para el Desarrollo Comunitario (Community Development Block Grants)
El plazo para someter aplicaciones para el año fiscal 2026-2027 de la ciudad de Banning Donativos en Bloque para el Desarrollo Comunitario es el Viernes 14 de Noviembre de 2025 a las 4:00 P.M.

Banning, CA – El 29 de Septiembre de 2025, la ciudad de Banning recibió una notificación de fondos disponibles para el condado de Riverside 2026-2027 condado urbano Donativos en Bloque para el Desarrollo Comunitario para ciudades cooperantes y ahora están aceptando aplicaciones.

Los fondos son administrados por el Departamento de Vivienda y Desarrollo Urbano de EE.UU. (HUD), a través de Housing and Workforce Solutions del condado de Riverside. La cuidad de Banning podría recibir fondos que le darían la oportunidad de proveer servicios a la comunidad de Banning.

Servicios públicos elegibles incluyen, pero no son limitados a:
- Servicios médicos
- formación laboral
- servicios de guardería o cuidado de niños
- servicios para personas con falta de vivienda
- Programas de recreación
- Servicios para personas de la tercera edad
- Servicios para la seguridad publica

Las organizaciones interesadas deben someter la aplicación en forma física para ser considerados y calificar para la beca. El criterio de elegibilidad para programas individuales está localizado en https://rivcohws.org/cdbg-program. La aplicación puede ser encontrada en el sitio web de la ciudad en www.banningca.gov y también están disponibles en el escritorio de información en el ayuntamiento (City Hall). Las aplicaciones serán revisadas por un Comité ad-hoc designado y se someterán para la aprobación del concejo municipal en la junta regular agendada para el 9 de diciembre de 2025 a las 5:00 pm en 99 East Ramsey Street, Banning, CA 92220.

Las aplicaciones deben someterse el Viernes 14 de Noviembre de 2025 antes de las 4:00 pm. Las aplicaciones serán aceptadas en el ayuntamiento de Banning por el departamento de desarrollo económico.

Preguntas se pueden dirigir a Ralph Wright director de parques y recreación
(951) 922-3241 o por correo electrónico a lwright@banningca.gov

COUNTY OF RIVERSIDE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

APPLICATION FOR CITY OF Banning
2026-2027 COOPERATING CITY ALLOCATION

I. GENERAL INFORMATION

Applicant Name: City of Banning

Type of Organization: Non-Profit Organization ☐ Faith Based Organization ☐

Institution of Higher Education ☐ Other: _____ ☐

Cooperating City ☒

Address: 99 East Ramsey Street

City: Banning Zip Code: 92220

Mailing Address: P.O. Box 998, Banning CA 92220

City: Banning Zip Code: 92220

Telephone Number: 951-922-3130 Fax Number: 951-922-3141

Executive Director/City Staff: Ralph Wright, Parks and Recreation Director

Telephone Number: 951-922-3241 E-mail: rwright@banningca.gov

Program Manager: Ralph Wright

Telephone Number: 951-922-3241 E-mail: rwright@banningca.gov

Grant Writer: Ralph Wright

Address *(If different from above)*: P.O. Box 998, Banning, CA 92220

Telephone Number: 951-922-9241 E-mail: rwright@banningca.gov

II. ORGANIZATIONAL HISTORY (*This is applicable only if you are a non-profit organization*)

Date Organization founded: 1913

Date Organization incorporated as a non-profit organization ***(Attach Articles of Incorporation and Bylaws)***: _____

Federal identification number: 95-60000674

UEI Number: 099169823

Organization Web Address: WWW.BANNINGCA.GOV

Does your Organization expend $750,000 or more a year in federal funds? Y ☐ or N ■

Number of paid staff: 227

Number of volunteers: 50+

Members/Board of Directors *(Attach)*: Attachment # 1

III. PROJECT ACTIVITY

A. Name of Project: Sylvan Park Improvement Project

B. Specific Location of Project
(Attach Project Map - include street address; if a street address has not been assigned provide APN)
Street or Assesor Parcel Number:
City: 2798 W. George Street, Banning, CA Zip Code: 92220

C. CDBG Funds Requested: $160,000 *(total amount for the project only)*

D. Where will the proposed activity occur (be specific as to the geographic boundaries)? If the project involves a new or existing facility, what is the proposed service/benefit area for the facility?

E. In which City (ies)/Communities does the activity occur?
City (ies): Banning

Community (ies): Riverside County

NOTE: HWS will make the final determination of the appropriate service area of all proposals.

F. If this project benefits residents of more than one community or jurisdiction, have requests been submitted to those other entitlement jurisdictions? (i.e., County district(s) 1st, 2nd, 3rd, 4th, and/or 5th, City of Palm Springs, City of Moreno Valley, City of Riverside, etc.)

N/A

G. Check ONLY the applicable category your application represents.

- ☐ Public Service
- ☐ Homeless Activities
- ☐ Real Property Acquisition (Must consult with HWS prior to submitting application)
- ☐ Housing
- ☒ Rehabilitation/Preservation (please provide picture of structure)
- ☒ Public Facilities (construction)
- ☐ Infrastructure (i.e. Streets, Sewer, Sidewalk, etc.)
- ☐ Other: (provide description) _____

H. Respond to A & B only if this application is for a *public service* project.

(a) Is this a NEW service provided by your agency? Yes ☐ No ☐

(b) If service is not new, will the existing public service activity level be substantially increased or improved?_____

IV. PROJECT NARRATIVE

A. Provide a detailed Project Description. The description should only address or discuss the specific activities, services, or project that is to be assisted with CDBG funds. If CDBG funds will assist the entire program or activity, then provide a description of the entire program or activity.

Sylvan Park is located on the western side of Banning and has a large number of daily and weekly passive and active users. The existing shade structure needs to be replaced and enlarged to accommodate a large number of annual facility users for birthday parties, family picnics and other events. The shelter is over 20 years old and past its life cycle. The replacement shelter will requier a larger footprint and will include a concrete pad and picnic area for users. Amenities will also be purchased such as waste receptacles, picnic tables and bbqs to accompany the shelter. Lastly, this project will include the installation of a new surface on the existing basketball courts. There are two existing basketball courts and one is a full court and the other is designed with two half courts. The courts are concrete pads and court surfacing will significantly enhance the basketball amenity. These improvements will improve the safety and enhance the overall experience for all park patrons.

B. Provide a detailed description of the proposed use of the CDBG funds only (e.g. construction design, purchase of specific equipment, rent, supplies, utilities, salaries, etc.):

CDBG Funds will be used to repair and or replace a number of the existing park amenities, including the replacement of a picnic shelter and installation of additional amenities such as waste receptacles, picnic tables and BBQs. The resurfacing of two basketball courts with new sport court safety surfacing.

C. What are the goals and objectives of the project, service, or activity? How will you measure and evaluate the success of the project to meet these goals and objectives (measures should be qualitative)?

The goal of the project is to significantly improve the available amenities in the park and allow for increased positive activities in the park. The improved shelter should allow for more regular use of the picnic shelter for larger families and groups. The resurfaced basketball courts will ensure that more patrons can play safely on the courts and allow for larger more organized play in the facility. Overall, these improvements should provide more use of the park. Staff will be able to monitor these outcomes by conducting participant surveys of organized park programs and rentals as well as tracking overall park activities and uses.

D. Please identify the project milestones using an Estimated Timeline for Project Implementation:

1) Bidding process once funding approved - 90 to 120 days August 2026-December of 2026.
2) Demo of existing shelter and installation of replacement pad and shelter as well as accompanying amenities - Resurfacing of the Basketball Courts - January 2027 - April 2027

V. PROJECT BENEFIT

A. Indicate the number of people or households that will directly benefit from your proposal using CDBG funds: *Note: This is based on the expected number of clients to be served if the County funds your project for the requested amount.*

Sylvan Park is a community park in the City of Banning Park System and is used by individuals, families and groups throughout the City of Banning. The entire community will see the benefits and be able to use the improvements. The estimated population of Banning in 2025 is 32,456. The park is also seen as a neighborhood park for the homes bordering the park on all four sides and these improvements will directly improve the community as a whole.

B. Indicate the number of unduplicated clients that will be served *(An unduplicated client is counted only once, no matter how many direct services the client receives during a funding year):*

Since Sylvan Park is a Community Park in Banning, the entire banning population will benefit from this project. The population is 32,456.

C. Length of proposed CDBG-funded activities or service (weeks, months, year):

These improvements will benefit the community for up to 25 years based on the average lifespan of the steel framed picnic shelters and up to 10 years for the safety surfacing for the basketball courts. This park and all of the amenities will serve the citizens of Banning in perpetuity as this is an ongoing park in the Banning Park's system that serves the entire community.

D. Service will be provided to (check one or more):

- [x] Men
- [x] Women
- [x] Children (Range of children's ages : 0-17)
- [ ] Homeless (Number of beds at facility :)
- [x] Seniors
- [x] Severely Disabled Adults
- [ ] Migrant Farm Workers
- [x] Families

E. What methods will be used for community involvement to assure that all who might benefit from the project are provided an opportunity to participate?

Staff will use all communication avenues available to include social media outreach for programming, print media such as fliers, newsletters, local community channel, Websites, communication with non-profits in the community as well as program and event specific advertising throughout the Community. Additionally, the outreach will also be provided through public meetings prior to improvements and throughout the year.

F. What evidence is there of a long-term commitment to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

The City of Banning operates a full service Parks and Recreation Department and has staff that performs ongoing maintenance on the facility on an ongoing daily, weekly and monthly basis as part of their responsibilities. Sylvan Park is a Community Park and as the City has seen and expects significant continued population growth, the park needs are significant for the community. The park maintenance is funded through General Fund Allocations for Parks and Recreation.

VI. National Objective

All CDBG-funded activities must meet at least one of the following National Objectives of the CDBG program. Indicate the category of National Objective to be met by your activity.

CATEGORY A: Benefit to low-moderate income persons (must be documented). Please choose either subcategory 1 or 2:

1. Limited Clientele:
   The project serves clientele that will provide documentation of their family size, income, and ethnicity. Identify the procedure you currently have in place to document that at least 51% of the clientele you serve are low-moderate income persons.

_____
_____
_____
_____
_____
_____
_____
_____

2. Clientele presumed to be principally low- and moderate-income persons:
   The following groups are presumed by HUD to meet this criterion. You will be required to submit a certification from the client (s) that they fall into one of the following presumed categories.

   The activity will benefit (check one or more)

   - ☐ Abused children
   - ☐ Battered spouses
   - ☐ Elderly persons
   - ☐ Severely disabled adults
   - ☐ Homeless persons
   - ☐ Illiterate adults
   - ☐ Persons living with AIDS
   - ☐ Migrant Farm workers

a. Describe the clientele above to be served by this activity:

_____
_____
_____
_____
_____
_____
_____

b. Discuss how this project directly benefits low- and moderate- income residents:

_____
_____
_____
_____
_____

CATEGORY B: Area Benefit - The project or facility serves, or is available to, ALL persons located within an area where at least 51% of the residents are low/moderate-income. ***(Applicant is welcome to contact a County of Riverside, HWS CDBG Program Manager for Census Information)***

2020 Census Tract and Block Group numbers:

(must use 2016-2020 ACS data pursuant to HUD Notice -CPD-24-04)

https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd

Source 2015 ACS
Block Group 1
Census Tract 441.02
Riverside County, California

Total population in Census Tract(s) / block group(s): Banning CA - 31,230 - Tract 3021

Total percentage of low-moderate population in Census Tract(s) / block group(s): 980 Low, 1820 LM, 235

CATEGORY C: Activities undertaken to create or retain permanent jobs, at least 51% of which will be made available to or held by low/moderate-income persons.

Proposed Job Creation/Retention

Total Jobs Expected to Create: _____

Total Jobs Expected to Retain: _____

CATEGORY D: Activities that provide assistance to micro-enterprise owners/developers who are low/moderate-income.

Proposed Assistance to Businesses

New Businesses expected to assist: _____

Existing Businesses expected to assist: _____

Enter Total Businesses expected to assist: _____

VII. FINANCIAL INFORMATION

A. Proposed Project Budget

Complete the following annual program budget to begin July 1, 2026. If your proposed CDBG-funded activity will start on a date other than July 1, 2026, please indicate starting date. *Provide total Budget information and distribution of CDBG funds in the proposed budget.*

The budgeted items are for the specific activity for which you are requesting CDBG funding - NOT for the budget of the "entire" organization or agency. **(Note: CDBG funds requested must match amount requested in Project Activity, C above.)**

(EXAMPLE: The Valley Senior Center is requesting funding for a new Senior Nutritional Program. The total cost of the program is $15,000 and $10,000 in CDBG funds is being requested for operating expenses associated with the proposed activity. The total Activity/Project Budget will include $5,000 of other non-CDBG funding and $10,000 in CDBG funds for a Grand Total of $15,000).

	TOTAL ACTIVITY/ PROJECT BUDGET (Include non-CDBG Funds and CDBG Funds)	**CDBG FUNDS REQUESTED-Only**
I. Personnel		
A. Salaries & Wages	$	$
B. Fringe Benefits	$	$
C. Consultants & Contract Services	$	$
PERSONNEL SUB-TOTAL	**$**	**$**
II. Non-Personnel		
A. Space Costs	$	$
B. Rental, Lease or Purchase of Equipment	$	$
C. Consumable Supplies	$	$
D. Travel	$	$
E. Telephone	$	$
F. Utilities	$	$
G. Other Costs	$	$
NON-PERSONNEL SUB-TOTAL:	**$**	**$**
III. Other		
A. Architectural/Engineering Design	$	$
B. Acquisition of Real Property	$	$
C. Construction/Rehabilitation	$ 160,000	$ 160,000
D. Indirect Costs	$	$
E. Other	$	$
OTHER SUB-TOTAL:	**$**	**$**
GRAND TOTAL:	$ 160,000	$ 160,000

B. Leveraging
List other funding sources and amounts (commitments or applications) which will assist in the implementation of this activity. Current and pending evidence of leveraging commitments/applications must be submitted with application. **(Attach)**

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
FEDERAL							
STATE/LOCAL							
PRIVATE							
OTHER							

TOTAL: _____

C. What type of long-term financial commitment is there to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

The City of Banning operates a full-service Parks and Recreation Department and has staff that performs the maintenance of the facility on an ongoing basis as part of the regular responsibilities. The City of Banning funds the Department through ongoing General Fund allocations. Sylvan Park is an important Community Park and will continue to be an important part of the Banning Parks system.

D. Provide a summary by line item of your organization's previous year's income and expense statement. **(Attach)**

E. Does this project benefit residents of more than one community or jurisdiction, have requests been submitted to those other jurisdictions? Yes ☐ No ☒

If yes, identify sources and indicate outcome. _____

If no, please explain. _____

F. Was this project or activity previously funded with CDBG? Yes ☒ No ☐

If yes, when? FY 2021 - Reprogrammed for other projects

Is this activity a continuation of a previously funded (CDBG) project? Yes ☐ No ■

If yes, explain: _____

VIII. MANAGEMENT CAPACITY

A. Describe your organization's experience in managing and operating project or activities funded with CDBG or other Federal funds.

The City of Banning has completed numerous CDBG projects both small and large. In fairly recent timeframe the City has completed the Repplier Aquatic Center and Repplier Parking lot improvement project, Dysart Park Fencing Project, and the Senior Center ADA improvement project. The City is currently completing a Lion's Park irrigation and fencing project.

B. Management Systems

Does your organization have written and adopted management systems (i.e., policies and procedures) including personnel, procurement, property management, record keeping, financial management, etc.?

The City of Banning has a complete set of written and adopted management systems such as purchasing policy, administrative policies and records retention policy.

C. Capacity

Please provide the names and qualifications of the person(s) that will be primarily responsible for the implementation and completion of the proposed project.

The Parks and Recreation and the Public Works staff have experience managing CDBG projects. The Parks and Recreation Director, Ralph Wright, will lead the project and has led CIP and grant funded projects for over 15 years.

IX. APPLICATION CERTIFICATION

Undersigned hereby certifies that (check box after reading each statement and digitally sign the document):

1. The information contained in the project application is complete and accurate. _____

2. The applicant agrees to comply with all Federal and County policies and requirements imposed upon the project or activity funded by the CDBG program. _____

3. The applicant acknowledges that the Federal assistance made available through the CDBG program funding will not be used to substantially reduce prior levels of local, (NON-CDBG) financial support for community development activities. _____

4. The applicant fully understands that any facility built or equipment purchased with CDBG funds shall be maintained and/or operated for the approved use throughout its economic life, pursuant to CDBG regulation. _____

5. If CDBG funds are approved, the applicant acknowledges that sufficient non-CDBG funds are available or will be available to complete the project as described within a reasonable timeframe. _____

6. On behalf of the applying organization, I have obtained authorization to submit this application for CDBG funding. **(DOCUMENTATION ATTACHED Minute Action and/or written Board Approval signed by the Board President)** _____

DATE: 11/13/2025

Signature: Ralph Wright Digitally signed by Ralph Wright Date: 2025.11.13 18:00:05 -08'00'

Print Name/Title Authorized Representative: Ralph Wright / Parks and Recreation Director

CHECK-LIST:

The following required documents listed below have been attached. Any missing documentation to the application will be cause for the application to be reviewed as INELIGIBLE.

Yes	No	ATTACHMENT
[x]	[ ]	1. Members/Board of Directors
[x]	[ ]	2. Articles of Incorporation and Bylaws
[x]	[ ]	3. Project Activity Map
[ ]	[x]	4. Project Benefit, Category B, Low Mod Area Maps **(Attach if applicable)**
[ ]	[ ]	5. Leveraging (Current evidence of commitment)
[x]	[ ]	6. Income and Expense Statement
[x]	[ ]	7. Management Capacity (Detailed organizational chart)
[x]	[ ]	8. Board Written Authorization approving submission of application

Attachment # 1

CITY OF BANNING
OFFICE OF THE CITY CLERK

November 13, 2025

To whom it may concern,

The members of the Banning City Council, City of Banning, California as of the date written above are as follows:

Sheri Flynn, Mayor
Richard Royce, Mayor Pro Tem
Leroy Miller, Council Member
Cindy Barrington, Council Member
Colleen Wallace, Council Member

Sincerely,

Sandra Calderon

Sandra Calderon
Acting Administrative City Clerk

Attachment # 2

C. C. Barker, J. M. Gilman, C. D. Hamilton, W. S. Hathaway and John L. Moore. Mr. C. O. Barker was elected temporary chairman. Mr. J. M. Gilman nominated W. S. Hathaway as president of the Board of Trustees, C. D. Hamilton seconded and nominations having been closed, W. S. Hathaway was elected president of the Board. The following letter from the clerk of Riverside County was read and the clerk of the city instructed to place the same on file:

" Riverside, Cal., Feb. 10th 1913 "

"Mr. Theo. Backus, City Clerk,
" Banning, Cal. "

"Dear Sir: "

" I am in receipt of a notice from the Hon. F. C. Jordan, Secretary of State, advising that the certified copy of the order of the Board of Supervisors in the matter of the incorporation of the city of Banningas a city of the sixth class, was filed in his office on the sixth day of February, 1913. And I beg to advise you that the incorporation of your city dates from February sixth 1913. "

" Yours Very Truly "

" A. B. Filch (signed) "

A certified copy of a minute order of the Board of Supervisors relating to the vote on incorporation, corporate limits and elected officers of the city of Banning, which order was made and entered in the minutes of the Board of Supervisors of Riverside County on the third day of February, 1913 and of record in Book 12 of Supervisors' Minutes at page 162, was received and ordered to be placed on file by by the clerk.

A third communication from the County Clerk of Riverside County was read. It pertained to the office of City Recorder

STATE OF CALIFORNIA

DEPARTMENT OF STATE

(PHOTOCOPY CERTIFICATION)

I, FRANK M. JORDAN, Secretary of State of the State of California, hereby certify:

That the photographic reproduction hereunto annexed was prepared by and in my office from the record on file of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I hereunto set my hand and affix the Great Seal of the State of California

this FEB - 5 1969

Secretary of State

By

Assistant Secretary of State

△ 0F0

ENDORSED
FILED
In the office of the Secretary of State of the State of California
Feb. 6, 1913
FRANK C. JORDAN, Secretary of State
By FRANK H. CURT, Deputy

In the Matter of the Incorporation)
of the City of Banning as a City)
of the Sixth Class.)

WHEREAS, an election was called under the provisions of Chapter 49 of the Statutes of the State of California, of 1883, and amendments thereto, including the provisions of Chapter 251 of the Statutes of 1889, to determine whether certain territory hereinafter described should be incorporated as a municipal corporation and known as the "City of Banning" and

WHEREAS, a petition for said election presented to the Board of Supervisors was signed by more than fifty of the qualified electors of Riverside County, residents within the limits of said proposed corporation, as established by the Board of Supervisors; and

WHEREAS, said territory contained more than five hundred inhabitants and not incorporated as a municipal corporation, and

WHEREAS, said boundaries were established by the Board of Supervisors, as follows, to-wit:

Commencing at the northeast corner of Section three (3) township three (3) South, Range one (1) east, San Bernardino Base and Meridian;

Thence south along the east line of said section three (3) and the east line of section ten (10) in said township three (3) to the southeast corner of said section ten (10);

Thence east along the north line of section fourteen (14) in said township three (3) to the northeast corner of said section fourteen (14);

Thence south along the east line of said section fourteen (14) to the southeast corner of the north half of said section fourteen (14);

Thence west along the south line of the north half of said section

fourteen (14); to the southwest corner of the north half of said section fourteen (14);

Thence west along the south line of the north half of section fifteen (15) in said township and along the line of the south half of the north half of section sixteen (16) in said township, and along the south line of the north half of section seventeen (17) in said township, to the southwest corner of the north half of said section seventeen (17);

Thence north along the west line of said section seventeen (17) and the west line of section eight (8) in said township, to the northwest corner of said section eight (8);

Thence north along the west line of section five (5) in said township to the northwest corner of the south half of said section five (5);

Thence east along the north line of the south half of said section five (5), and the north line of the southwest quarter of section four (4) in said township, to the northeast corner of said quarter section in said section four (4);

Thence north along the west line of the northeast quarter of said section four (4) in said township, to the northwest corner of said northeast quarter section in said section four (4);

Thence east along the north line of the northeast quarter of said section four (4) and the north line of section three (3) in said township three (3) to the point of beginning; All in township three (3) south, range one (1) east, San Bernardino Base and Meridian, in the County of Riverside, State of California.

And it is ordered that the name of the proposed corporation be the "City of Banning" and that said election was duly called for the 28th day of January, 1913, by said Board of Supervisors and

WHEREAS, notice was given as provided by law of said election by publication in the Banning Record, a newspaper printed and published within the said described territory for over two weeks prior to

said election, which notice required the voters to cast ballots containing the words, "FOR INCORPORATION" and "AGAINST INCORPORATION," and also the names of the persons voted for to fill the various municipal offices prescribed by law for municipal corporations of the class to which such corporation will belong, and

WHEREAS, said election was conducted in accordance with the general laws of the State, and now on this 3rd day of February, 1913, this Board proceeds to canvass the returns of said election, and after canvassing all the votes cast thereat, hereby find and declare the result to be as follows:

FOR INCORPORATION		178
AGAINST INCORPORATION.....		76
FOR TRUSTEES:	C. O. Barker, received	205
	J. M. Gilman, "	215
	C. D. Hamilton "	215
	W. S. Hathaway "	206
	John L. Moore "	206
	F. M. Butler "	2
	R. H. Coombs "	1
	Mrs. R. H. Coombs "	1
	George Wing "	1
FOR CITY CLERK:	Theodore Backus	198
For CITY TREASURER:	J. M. Westerfield	200
	C. S. Holcomb	1

And it appearing from said canvass, that a majority of all votes cast are for incorporation,

IT IS THEREFORE ORDERED, that the territory hereinabove described is duly incorporated as a municipal corporation of the Sixth Class under the municipal laws of this State and under the name and style of "City of Banning" and the following named persons having received the highest number of votes, respectively for the offices above named, are hereby declared duly elected, to-wit:

FOR TRUSTEES: O. O. Barker
J. M. Gilman
O. D. Hamilton
W. S. Hathaway
John L. Moore
FOR CITY CLERK: Theodore Backus
FOR CITY TREASURER: J. M. Westerfield

Each and all to hold office upon qualifying, in accordance with the law, and shall hold such offices, respectively, until the next General Municipal Election to be held in such City and until their successors are elected and qualified.

It is further directed that a copy of this order duly certified, be filed in the office of the Secretary of State, and from and after such filing, such incorporation shall be deemed complete.

- - - - -

State of California,)
County of Riverside) ss.

I, A. B. Pilch, County Clerk and ex-officio Clerk of the Board of Supervisors of said County, hereby certify the foregoing to be a full, true and correct copy of a minute order made and entered in the minutes of said Board on the 3rd day of Feb. 1913, of record in Book 12 of Supervisor's Minutes at page 162

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 3rd day of February, 1913.

A. B. Pilch, Clerk,
By [signature] Deputy.

Attachment # 3

(1 of 4)
LMISD by Block Group: Block Group 1, Census Tract 441.02, Riverside County, California
Source 2015ACS
geoname Block Group 1, Census Trac 441.02, Riverside County, California
Stusab CA
Countyname Riverside County
State 06
County 065
Tract 044102
Blckgrp 1
Low 960
Lowmod 1620
Lmmi 2355
Zoom to

Attachment # 6

Table 1 summarizes the Statement of Net Position of the City and provides a comparison.

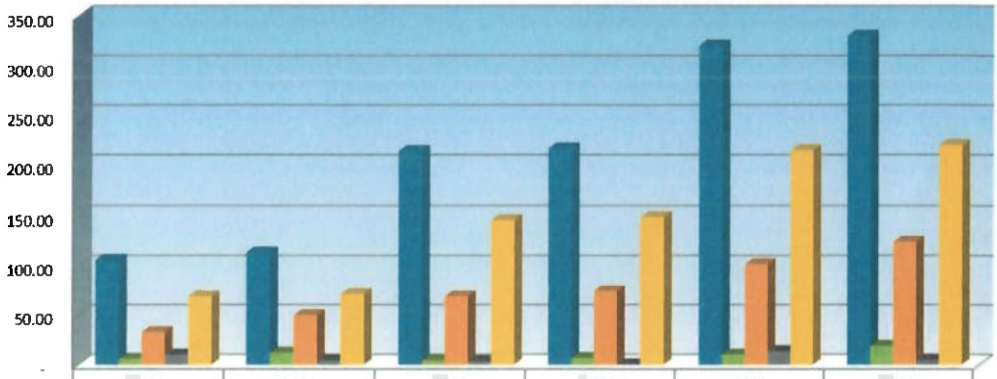
Table 1 - Summary of Net Position (In Millions)

	Governmental Activities		Business-Type Activities		Government-Wide Totals		
Assets:	2022 [1]	2023	2022 [1]	2023	2022 [1]	2023	% CHG
Current and other assets	35.25	31.24	79.00	69.43	114.25	100.67	11.9%
Capital assets	70.68	82.01	135.09	147.21	205.77	229.22	11.4%
TOTAL ASSETS	$ 105.93	$ 113.25	$ 214.09	$ 216.64	$ 320.02	$ 329.89	3.1%
Deferred outflows on refunding	-	-	2.43	2.26	2.43	2.26	7.0%
Deferred pension related items	5.90	12.20	1.83	4.45	7.73	16.65	115.4%
Deferred OBEB related items	0.02	(0.01)	0.02	0.05	0.04	0.04	0.0%
TOTAL DEFERRED OUTFLOWS	$ 5.92	$ 12.19	$ 4.28	$ 6.76	$ 10.20	$ 18.95	85.8%
Liabilities:							
Current and other liabilities	10.01	9.92	9.24	8.57	19.25	18.49	3.9%
Long-term liabilities*	22.76	40.06	59.69	65.59	82.45	105.65	28.1%
TOTAL LIABILITIES	$ 32.77	$ 49.98	$ 68.93	$ 74.16	$ 101.70	$ 124.14	22.1%
Deferred inflows on refunding	-	-	0.09	0.09	0.09	0.09	0.0%
Deferred pension related items	10.07	4.26	3.47	0.24	13.54	4.50	66.8%
Deferred OPEB related items	-	0.04	-	0.07	-	0.11	0.0%
TOTAL DEFERRED INFLOWS	$ 10.07	$ 4.30	$ 3.56	$ 0.40	$ 13.63	$ 4.70	65.5%
Net Position:							
Net investment in capital assets	70.29	80.58	86.36	104.26	156.65	184.84	18.0%
Restricted for:							
Community Development Projects	2.58	2.42	-	-	2.58	2.42	6.2%
Public Safety	0.02	0.02	-	-	0.02	0.02	0.0%
Culture and Leisure	0.08	0.09	-	-	0.08	0.09	12.5%
Transportation	2.29	2.82	-	-	2.29	2.82	23.1%
Capital Projects	4.24	4.04	3.53	0.36	7.77	4.40	43.4%
Debt Service	-	-	-	-	-	-	0.0%
SCPPA Projects	-	-	0.98	0.78	0.98	0.78	20.4%
SCPPA Project Stabilization Fund	-	-	2.91	3.18	2.91	3.18	9.3%
Unrestricted	(10.49)	(18.81)	52.10	40.26	41.61	21.45	48.4%
TOTAL NET POSITION	$ 69.01	$ 71.16	$ 145.88	$ 148.84	$ 214.89	$ 220.00	2.4%

Note: Details can be found in the "Statement of Net Position"

[1] Amounts reported for 2022 have not been restated.

Chart 1 – provides a visual summary of the information presented in Table 1.



	2022 Governmental Activities	2023 Governmental Activities	2022 Business-Type Activities	2023 Business-Type Activities	2022 TOTAL	2023 TOTAL
Total Assets	105.93	113.25	214.09	216.64	320.02	329.89
Total Deferred Outflows	5.92	12.19	4.28	6.76	10.20	18.95
Total Liability	32.77	49.98	68.93	74.16	101.71	124.14
Total Deferred Inflows	10.07	4.30	3.56	0.40	13.63	4.70
Total Net Position	69.01	71.16	145.87	148.84	214.88	220.00

Note: Details can be found in the "Statement of Net Position"
Amounts reported for 2022 have not been restated.

STATEMENT OF ACTIVITIES

Table 2 is a two-year comparison of the Governmental and Business-Type Activities in the Statement of Activities. Comparisons are provided for City-wide Revenues and Expenses by Function/Program, the Change in City-wide Net Position, and the Beginning and Ending Net Position.

Table 2 - Statement of Activities (In Millions)

	Governmental Activities		Business-Type Activities		Government-Wide Totals	
	2022 [1]	2023	2022 [1]	2023	2022 [1]	2023
Revenues						
Program Revenues:						
Charges for Services	7.33	10.33	50.58	49.74	57.91	60.07
Operating Contributions and Grants	4.99	4.65	3.89	1.71	8.88	6.36
Capital Contributions and Grants	2.82	3.06	4.93	8.74	7.75	11.80
Subtotal Program Revenues	15.14	18.04	59.40	60.19	74.54	78.23
General Revenues:						
Property Taxes	6.55	6.94	-	-	6.55	6.94
Sales Taxes	6.80	5.79	-	-	6.80	5.79
Business Licenses Taxes	0.18	0.18	-	-	0.18	0.18
Franchise Taxes	0.53	0.54	-	-	0.54	0.54
Transient Occupancy Taxes	1.29	1.18	-	-	1.29	1.18
Other Taxes	0.67	0.70	-	-	0.67	0.70
Motor Vehicle In-Lieu	0.04	-	-	-	0.04	-
Use of Money and Property	(0.16)	0.32	(0.45)	0.80	(0.61)	1.11
Other	0.01	1.13	-	0.13	0.01	1.26
Gain on sale of capital asset	-	-	0.03	-	0.03	-
Subtotal General Revenues	15.91	16.78	(0.42)	0.93	15.50	17.70
TOTAL REVENUES	31.05	34.82	58.98	61.12	90.04	95.93
Expenses						
General Government	5.94	7.74	-	-	5.94	7.74
Public Safety	17.68	18.53	-	-	17.68	18.53
Community Development	5.21	8.79	-	-	5.21	8.79
Culture and Leisure	2.21	2.64	-	-	2.21	2.64
Transportation	6.08	6.86	-	-	6.08	6.86
Interest on Long-term debt	0.01	0.07	-	-	0.01	0.07
Airport	-	-	0.47	0.44	0.47	0.44
Transit	-	-	1.77	2.36	1.77	2.36
Electric Utility	-	-	30.46	36.03	30.46	36.03
BUA Water	-	-	8.12	9.96	8.12	9.96
BUA Wastewater	-	-	3.51	3.87	3.51	3.87
Refuse	-	-	1.05	0.51	1.05	0.51
TOTAL EXPENSES	37.13	44.63	45.38	53.17	82.51	97.80
Increase/(Decrease) in Net Position Before Transfers	(6.08)	(9.81)	13.60	7.95	7.52	(1.87)
Transfers	0.61	1.17	(0.61)	(1.17)	-	-
Increase/(Decrease) in Net Position	(5.47)	(8.64)	12.99	6.78	7.52	(1.87)
Net Position at Beginning of Year	74.48	69.01	132.89	145.88	207.37	214.89
Restatement of Net Position	-	10.79	-	(3.82)	-	6.98
Net Position at End of Year	69.01	71.16	145.88	148.84	214.89	220.00

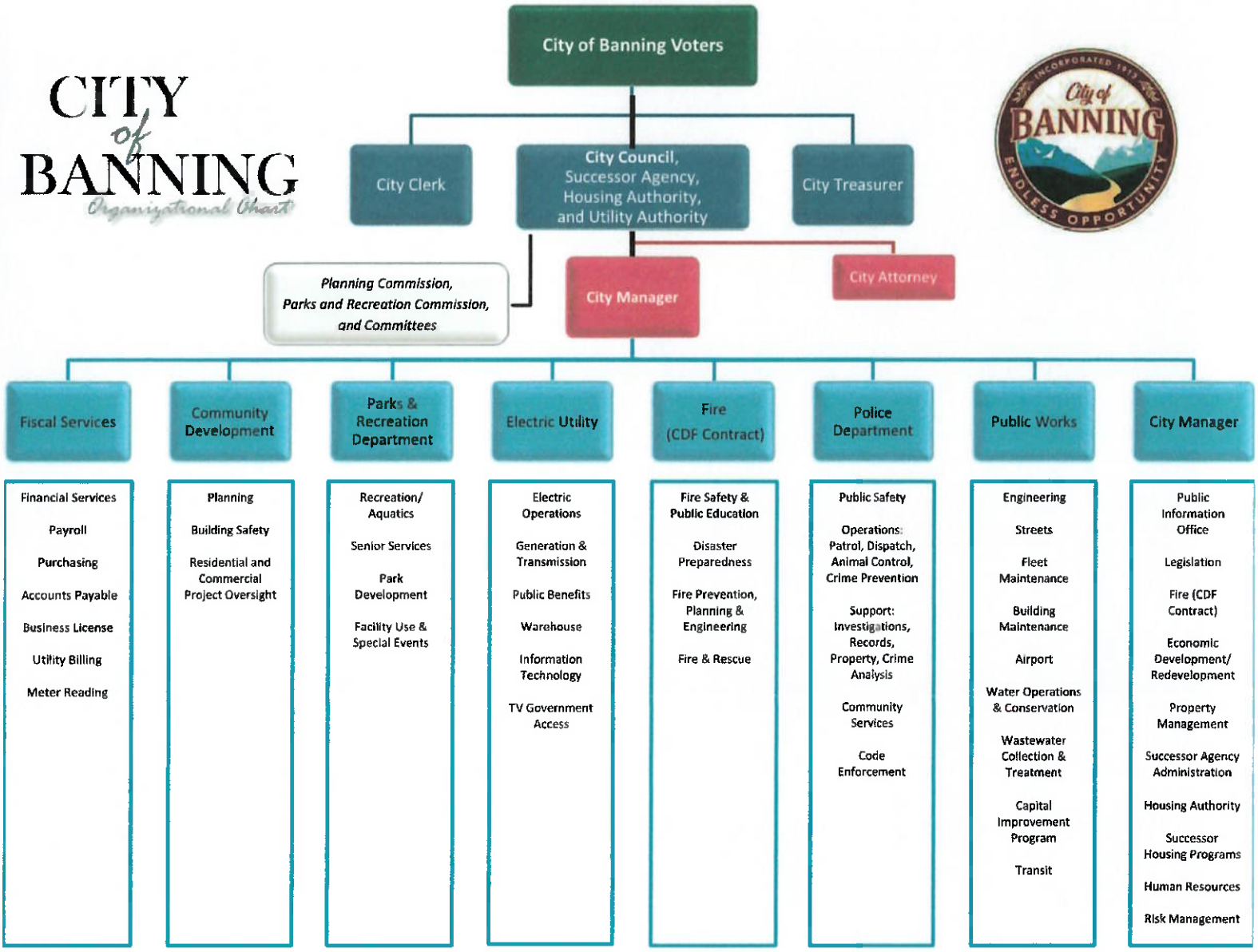
Note: Details can be found in the "Statement of Activities"

[1] Amounts reported for 2022 have not been restated.

Attachment # 7

CITY of BANNING

Organizational Chart



Attachment # 8

COUNTY OF RIVERSIDE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

APPLICATION FOR CITY OF Banning
2026-2027 COOPERATING CITY ALLOCATION

I. GENERAL INFORMATION

Applicant Name: Boys & Girls Clubs of the San Gorgonio Pass

Type of Organization: Non-Profit Organization ☑ Faith Based Organization ☐

Institution of Higher Education ☐ Other: _____ ☐

Cooperating City ☐

Address: 240 W. Ramsey Street

City: Banning Zip Code: 92220

Mailing Address: PO Box 655

City: Beaumont Zip Code: 92223

Telephone Number: 951-922-3259 Fax Number: 951-922-0009

Executive Director/City Staff: Megan Grisham

Telephone Number: 951-922-3259 E-mail: mgrisham@bgcsgp.org

Program Manager: Shane Arch

Telephone Number: 951-922-3259 E-mail: sarch@bgcsgp.org

Grant Writer: Rhonda Guaderrama

Address *(If different from above)*: _____

Telephone Number: 760-908-2951 E-mail: rhondag45@gmail.com

II. ORGANIZATIONAL HISTORY *(This is applicable only if you are a non-profit organization)*

Date Organization founded: 10/13/2005

Date Organization incorporated as a non-profit organization ***(Attach Articles of Incorporation and Bylaws)***: 11/04/2005

Federal identification number: 20-3812932

UEI Number: CM9MN3YNAKJ8

Organization Web Address: www.bgcsgpass.com

Does your Organization expend $750,000 or more a year in federal funds? Y ☐ or N ☒

Number of paid staff: 158

Number of volunteers: 5

Members/Board of Directors *(Attach)*: Attached.

III. PROJECT ACTIVITY

A. Name of Project: Teens Continue to Lead

B. Specific Location of Project
(Attach Project Map - include street address; if a street address has not been assigned provide APN)
Street or Assesor Parcel Number:
City: Banning Zip Code: 92220

C. CDBG Funds Requested: $30,000 *(total amount for the project only)*

D. Where will the proposed activity occur (be specific as to the geographic boundaries)? If the project involves a new or existing facility, what is the proposed service/benefit area for the facility?

E. In which City (ies)/Communities does the activity occur?
City (ies): Banning

Community (ies): _____

NOTE: HWS will make the final determination of the appropriate service area of all proposals.

F. If this project benefits residents of more than one community or jurisdiction, have requests been submitted to those other entitlement jurisdictions? (i.e., County district(s) 1st, 2nd, 3rd, 4th, and/or 5th, City of Palm Springs, City of Moreno Valley, City of Riverside, etc.)

Yes, we will also be submitting an application with the County of Riverside for District 5.

G. Check ONLY the applicable category your application represents.

- [x] Public Service
- [ ] Homeless Activities
- [ ] Real Property Acquisition (Must consult with HWS prior to submitting application)
- [ ] Housing
- [ ] Rehabilitation/Preservation (please provide picture of structure)
- [ ] Public Facilities (construction)
- [ ] Infrastructure (i.e. Streets, Sewer, Sidewalk, etc.)
- [ ] Other: (provide description) _____

H. Respond to A & B only if this application is for a *public service* project.

(a) Is this a NEW service provided by your agency? Yes ☐ No ☒

(b) If service is not new, will the existing public service activity level be substantially increased or improved? Yes, increased and enhanced.

IV. PROJECT NARRATIVE

A. Provide a detailed Project Description. The description should only address or discuss the specific activities, services, or project that is to be assisted with CDBG funds. If CDBG funds will assist the entire program or activity, then provide a description of the entire program or activity.

A recent poll by Blue Shield of California's BlueSky Initiative found that 94% of California teens and young adults experience mental health challenges monthly. The survey, which included 750 youths aged 14 to 25, revealed concerns such as affordability, gun violence, climate change, and discrimination, with 98% of youth of color reporting poor mental health. Additionally, a CDC report indicated that only 58.5% of U.S. teens receive the social and emotional support they need. Boys & Girls Clubs of the San Gorgonio Pass (BGCSGP) offers essential programs that address the mental health and well-being of young individuals,from prevention to intervention. Most of the teens we serve are from marginalized communities, with a significant majority living in poverty. Many come from single-parent households, and a substantial portion are English language learners. BGCSGP is respectfully requesting a $30,000 grant to support the Teens Continue to Lead program for youth ages 13-18 in Banning during the summer and other out-of-school breaks. Through this program at our Banning Teen Center,the Club's trained, professional staff provide daily mentorship, guidance, and enriching teen leadership programs during out-of-school hours (10 am-6 pm). Teen members can participate in courses covering Character & Leadership, the Arts, Health & Life Skills, Education & Technology, and Sports & Recreation. Grant funds will support leadership-focused programs, including Adulting 101 and Keystone. Adulting 101 offers workshops on essential post-high school topics such as college applications, career options, resume writing, budgeting, and self-care, along with goal-setting to ensure on-time graduation. Keystone is a leadership program that teaches essential public speaking skills while allowing teens to elect officers and organize community events. We also focus on the holistic development of each teen offering enriching activities like fine arts, performing arts, culinary skills, and robotics, which many families cannot afford. Additionally, we offer enriching, educational field trips, including visits to the Discovery Cube science museum,swimming lessons at the local community pool, and the Living Desert zoo. With CDBG funding, BGCSGP can empower youth and provide opportunities to develop essential leadership skills.

B. Provide a detailed description of the proposed use of the CDBG funds only (e.g. construction design, purchase of specific equipment, rent, supplies, utilities, salaries, etc.):

Boys & Girls Clubs of the San Gorgonio Pass (BGCSGP) is committed to addressing the significant challenges faced by our youth. CDBG funds will be primarily allocated across two key categories: staffing support and field trip transportation. We currently waive all fees for our teens due to the financial hardships their families are experiencing. Many of these families cannot afford the $125 weekly fee for summer and break camps, which provide extended hours of care when youth are not in school. CDBG funds will help cover the salaries of our highly trained staff, enabling us to maintain high-quality programming at minimal cost during critical times when our teens need support, particularly during unsupervised summer days and other school breaks. Our dedicated staff engages in comprehensive training facilitated by the Boys & Girls Clubs of America. They participate in ongoing in-house training sessions and take advantage of extended learning opportunities provided by Region 10 and the State of California. This commitment ensures that they are exceptionally well-prepared to empower and support our youth effectively. Additionally, an essential component of our program is providing our teens with enriching field trips to various cultural and educational facilities. These experiences are designed to broaden their horizons and foster a deeper understanding of the world around them. A portion of the grant funds will be allocated to cover transportation costs for these trips, ensuring that all teens can participate. A CDBG grant of $30,000 will provide vital support of $1,500 for each at-risk youth throughout the grant year, empowering them to thrive and succeed.

C. What are the goals and objectives of the project, service, or activity? How will you measure and evaluate the success of the project to meet these goals and objectives (measures should be qualitative)?

The goal of the Teens Continue to Lead is to provide a safe, enriching, and engaging program for teens 13-18 during the critical summer and school break hours.

The program objectives include:• A minimum of 40 teens (20 funded through CDBG) will participate in the Teens Continue to Lead program • 100% of teens will be connected to a staff mentor for weekly risk assessment and check-ins • Ten weeks of engaging programming will be provided during the summer months and during school breaks

• Daily programs, including Adulting 101, Keystone Leadership, and other enrichment-based programs, will be offered

• 90% of teens will participate in at least one culturally or educationally based field trips

Program success will be measured through: • Number of teens participating • Daily attendance records • Mentee assessment forms

• Number of teens attending field trips • Staff observation

• National Youth Outcomes Survey, an annual assessment of teens' behaviors, knowledge, perception of social support, community involvement, and views on the Club.

D. Please identify the project milestones using an Estimated Timeline for Project Implementation:

6/1/26 - 7/15/26: Recruit 20 at-risk youth to participate in leadership-based Club Programming

7/1/26 – 6/30/27: Track CDBG data on new and renewing Club members

7/1/26 – 6/30/27: Engage 20 teen members in Adulting 101 programming and 15 youth in Keystone and/or community volunteer services

7/1/26 – 9/30/26: Staff mentors to complete mentee assessment forms and determine areas for support

7/1/26 – 6/30/27: Provide a minimum of five field trips for program participants

7/1/26 - 6/30/27: Offer teens summer camp, as well as camps for Thanksgiving, winter break, Presidents' Week, and spring break camps

V. PROJECT BENEFIT

A. Indicate the number of people or households that will directly benefit from your proposal using CDBG funds: *Note: This is based on the expected number of clients to be served if the County funds your project for the requested amount.*

The Teens Continue to Lead program will serve a total of 20 at-risk teens through CDBG funding for summer camp and other school breaks for the duration of the grant year.

B. Indicate the number of unduplicated clients that will be served *(An unduplicated client is counted only once, no matter how many direct services the client receives during a funding year):*

The Teens Continue to Lead program will serve a total of 20 unduplicated members using CDBG funds. A total of 40 young people will be served through all funding methods.

C. Length of proposed CDBG-funded activities or service (weeks, months, year):

The project will run for one year, from 07/01/26 to 06/30/27, during out-of-school time, including summer and school holiday breaks.

D. Service will be provided to (check one or more):

- ☐ Men
- ☐ Women
- ☒ Children (Range of children's ages : 13-18)
- ☐ Homeless (Number of beds at facility : _____)
- ☐ Seniors
- ☐ Severely Disabled Adults
- ☐ Migrant Farm Workers
- ☐ Families

E. What methods will be used for community involvement to assure that all who might benefit from the project are provided an opportunity to participate?

BGCSGP serves over 2,500 youth annually and will effectively market the program through a variety of channels. We have a strong presence on social media, including 1,300 Facebook followers and 203 followers on Instagram. Additionally, our Constant Contact email list includes close to 3,000 contacts. We will also use word of mouth, program flyers, brochures, and our website to reach low-to-moderate (LMI) populations.

In addition, the Club will leverage its network of partners, including local community organizations, businesses, and school districts, to specifically target low- to moderate-income youth.

We will reach at-risk youth through our established relationships with schools, specifically Banning High School and Nicolet Middle School, parents, the Pass Collaborative, the Youth Accountability Team, staff referrals, and open houses.

F. What evidence is there of a long-term commitment to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

BGCSGP has been dedicated to serving teens for over ten years through the Teens Continue to Lead program. We will continue to offer this program even after the CDBG funds have been exhausted. To ensure its sustainability, we plan to use funds from our fundraising events, including our annual Gourmet Grilled Cheese event and the Horses and Hattitudes event. Additionally, we will actively seek support from individual donors.

We will also explore grant opportunities to maintain this essential program for our teens, including grants through the Office of Juvenile Justice and Delinquency Prevention, the Riverside District Attorney's Office, and the County of Riverside.

VI. National Objective

All CDBG-funded activities must meet at least one of the following National Objectives of the CDBG program. Indicate the category of National Objective to be met by your activity.

CATEGORY A: Benefit to low-moderate income persons (must be documented). Please choose either subcategory 1 or 2:

1. Limited Clientele:
   The project serves clientele that will provide documentation of their family size, income, and ethnicity. Identify the procedure you currently have in place to document that at least 51% of the clientele you serve are low-moderate income persons.

The Boys & Girls Clubs of the San Gorgonio Pass will document the need for services using the "1" Limited Clientele Method. Completion of the current CDBG paperwork and income verification willbe required during the application process. We will follow the County of Riverside's financial guidelines for the CDBG Program,as prescribed by the EDA. Demographic Information is collected during the registration process for members and through our financial assistance program application and intake form. During registration, parents provide details about the registrant, including demographic information such as ethnicity, military status, annual household income,eligibility for eligibility for free or reduced lunch, and the number of parents in the household. Additionally, the Club gathers further demographic data, including marital status, custodial arrangements, and employment information for parents or guardians. This information will be updated at least annually for all participants.

2. Clientele presumed to be principally low- and moderate-income persons:
   The following groups are presumed by HUD to meet this criterion. You will be required to submit a certification from the client (s) that they fall into one of the following presumed categories.

The activity will benefit (check one or more)

- ☐ Abused children
- ☐ Battered spouses
- ☐ Elderly persons
- ☐ Severely disabled adults
- ☐ Homeless persons
- ☐ Illiterate adults
- ☐ Persons living with AIDS
- ☐ Migrant Farm workers

a. Describe the clientele above to be served by this activity:

N/A

b. Discuss how this project directly benefits low- and moderate- income residents:

This project provides direct benefits to low- and moderate-income residents of Banning. CDBG will be allocated to support the City's most vulnerable teens. Approximately 31% of youth in Banning live in poverty, which is significantly higher than the state average of 14.6% (city-data.com). Our program specifically serves a significant number of young people from extremely low-income households, those whose parents are incarcerated, who come from single-parent families, or who reside in foster care or group homes. The majority of the youth we serve are from minority communities and face socio-economic disadvantages, making our services and the support from our caring staff crucial for their well-being.

CATEGORY B: Area Benefit - The project or facility serves, or is available to, ALL persons located within an area where at least 51% of the residents are low/moderate-income. ***(Applicant is welcome to contact a County of Riverside, HWS CDBG Program Manager for Census Information)***

2020 Census Tract and Block Group numbers:

(must use 2016-2020 ACS data pursuant to HUD Notice -CPD-24-04)

https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd

_____

_____

_____

_____

Total population in Census Tract(s) / block group(s):_____

Total percentage of low-moderate population in Census Tract(s) / block group(s):_____

CATEGORY C: Activities undertaken to create or retain permanent jobs, at least 51% of which will be made available to or held by low/moderate-income persons.

Proposed Job Creation/Retention

Total Jobs Expected to Create: _____

Total Jobs Expected to Retain: _____

CATEGORY D: Activities that provide assistance to micro-enterprise owners/developers who are low/moderate-income.

Proposed Assistance to Businesses

New Businesses expected to assist: _____

Existing Businesses expected to assist: _____

Enter Total Businesses expected to assist: _____

VII. FINANCIAL INFORMATION

A. Proposed Project Budget

Complete the following annual program budget to begin July 1, 2026. If your proposed CDBG-funded activity will start on a date other than July 1, 2026, please indicate starting date. *Provide total Budget information and distribution of CDBG funds in the proposed budget.*

The budgeted items are for the specific activity for which you are requesting CDBG funding - NOT for the budget of the "entire" organization or agency. **(Note: CDBG funds requested must match amount requested in Project Activity, C above.)**

(EXAMPLE: The Valley Senior Center is requesting funding for a new Senior Nutritional Program. The total cost of the program is $15,000 and $10,000 in CDBG funds is being requested for operating expenses associated with the proposed activity. The total Activity/Project Budget will include $5,000 of other non-CDBG funding and $10,000 in CDBG funds for a Grand Total of $15,000).

	TOTAL ACTIVITY/ PROJECT BUDGET (Include non-CDBG Funds and CDBG Funds)	CDBG FUNDS REQUESTED-Only
I. Personnel		
A. Salaries & Wages	$80000	$25000
B. Fringe Benefits	$16000	$
C. Consultants & Contract Services	$1200	$
PERSONNEL SUB-TOTAL	$97200	$25000
II. Non-Personnel		
A. Space Costs	$5250	$
B. Rental, Lease or Purchase of Equipment	$	$
C. Consumable Supplies	$6000	$
D. Travel	$10000	$5000
E. Telephone	$100	$
F. Utilities	$1000	$
G. Other Costs	$	$
NON-PERSONNEL SUB-TOTAL:	$22350	$5000
III. Other		
A. Architectural/Engineering Design	$	$
B. Acquisition of Real Property	$	$
C. Construction/Rehabilitation	$	$
D. Indirect Costs	$	$
E. Other	$	$
OTHER SUB-TOTAL:	$	$
GRAND TOTAL:	$119550	$30000

B. Leveraging
List other funding sources and amounts (commitments or applications) which will assist in the implementation of this activity. Current and pending evidence of leveraging commitments/applications must be submitted with application. **(Attach)**

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
FEDERAL							
STATE/LOCAL							
PRIVATE							
OTHER	Boys & G	17500	Boys & Gi	20000			37500

TOTAL: 37500

C. What type of long-term financial commitment is there to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

BGCSGP is dedicated to serving teens and will continue to do so after the CDBG funds are spent. We will utilize proceeds from our fundraising events, including our annual "Chances & Cheeses" event and our popular virtual Kentucky Derby, "Horses & Hattitudes." Additionally, we will actively seek further funding through individual donations, corporate sponsorships, and grants to sustain our teen programs. Also, our Board of Directors is deeply committed to the Teens Continue to Lead program and work to actively raise funds to support program activities.

D. Provide a summary by line item of your organization's previous year's income and expense statement. **(Attach)**

Income: Grants - $3,915,303; Program Fees - $6,999; Fundraisers - $17,386; Contributions - $114,107 In-kind - $34,474

Expenses: Payroll - $3,640,474; Operations - $293,506; Facilities - $74,014; General Business Expense - $119,481; Fundraising Expense - $13,100; Insurance - $49,607

See attached financials for detailed information.

E. Does this project benefit residents of more than one community or jurisdiction, have requests been submitted to those other jurisdictions? Yes ☒ No ☐

If yes, identify sources and indicate outcome. We will be applying to the County of Riverside, 5th District.

If no, please explain. _____

F. Was this project or activity previously funded with CDBG? Yes ☒ No ☐

If yes, when? 2025-2026

Is this activity a continuation of a previously funded (CDBG) project? Yes ■ No ☐

If yes, explain: We have been fortunate to receive CDBG funds to support our program in the past.

VIII. MANAGEMENT CAPACITY

A. Describe your organization's experience in managing and operating project or activities funded with CDBG or other Federal funds.

BGCSGP has a strong track record in successfully managing and operating various grant programs, including Community Development Block Grants (CDBG), After-School Education and Safety (ASES), and several Office of Juvenile Justice and Delinquency Prevention (OJJDP) grants focused on mentoring at-risk youth. We are grateful to have received CDBG grant funding for the past sixteen years, demonstrating our capability to effectively implement and manage these funds successfully. We are confident that our established structure, leadership, and extensive experience will enable us to execute the grant project successfully.

B. Management Systems

Does your organization have written and adopted management systems (i.e., policies and procedures) including personnel, procurement, property management, record keeping, financial management, etc.?

BGCSGP has a strong organizational infrastructure that supports day-to-day operations. Written policies and procedures are in place for all organizational functions. The organization employs a full-time CEO and a Director of Finance, and the Board of Directors reviews all agency finances on a monthly basis. All staff members undergo background checks, drug testing, and a TB test. Program staff must pass the district aid test or hold a degree. BGCSGP operates in accordance with standard operating procedures related to financial and accounting controls. The Board of Directors is responsible for ensuring the organization's financial accountability and transparency. Board members act as trustees of the organization's assets and exercise due diligence to manage the organization well and maintain a sound financial position. During board meetings, members evaluate the financial statements, assess the organization's financial position and investments, and monitor overall economic health. The board also provides essential checks and balances regarding employee interactions related to financial matters. To prevent and detect any improper financial activities by employees, we regularly review credit card and bank statements to ensure compliance. Additionally, the organization undergoes an annual independent audit.

C. Capacity

Please provide the names and qualifications of the person(s) that will be primarily responsible for the implementation and completion of the proposed project.

Megan Grisham, Acting CEO: Ms. Grisham has been with the BGCSGP for seventeen years and possesses extensive experience in grant writing, reporting, and management. She manages the daily operations of all Club programs and has also worked directly with these programs, allowing her to effectively analyze their success.

Taunie Penna, Senior Director of Human Resources: With over 30 years of experience in HR, Ms. Penna specializes in employee relations, contract administration, labor compliance, and benefits administration. She will collaborate with the CEO to provide accurate salary and timesheet data related to the grant.

Becky Harrison, Director of Finance: Ms. Harrison is a Certified Public Accountant with an MBA degree. She has over ten years of experience in accounting and financial management, specializing in budgeting, analysis, and operational efficiency. Ms. Harrison will work closely with the CEO to ensure financial accountability in all aspects of the CDBG grant.

IX. APPLICATION CERTIFICATION

Undersigned hereby certifies that (check box after reading each statement and digitally sign the document):

1. The information contained in the project application is complete and accurate. ___X __

2. The applicant agrees to comply with all Federal and County policies and requirements imposed upon the project or activity funded by the CDBG program. ___X __

3. The applicant acknowledges that the Federal assistance made available through the CDBG program funding will not be used to substantially reduce prior levels of local, (NON-CDBG) financial support for community development activities. __X_ __

4. The applicant fully understands that any facility built or equipment purchased with CDBG funds shall be maintained and/or operated for the approved use throughout its economic life, pursuant to CDBG regulation. __X_ __

5. If CDBG funds are approved, the applicant acknowledges that sufficient non-CDBG funds are available or will be available to complete the project as described within a reasonable timeframe. _X__ __

6. On behalf of the applying organization, I have obtained authorization to submit this application for CDBG funding. **(DOCUMENTATION ATTACHED Minute Action and/or written Board Approval signed by the Board President)** __X_ __

DATE: 11/12/25

Signature: Rhonda Guaderrama Digitally signed by Rhonda Guaderrama Date: 2025.11.12 14:05:34 -08'00'

Print Name/Title Authorized Representative: Rhonda Guaderrama, Grant Writer

CHECK-LIST:

The following required documents listed below have been attached. Any missing documentation to the application will be cause for the application to be reviewed as INELIGIBLE.

Yes	No	ATTACHMENT
☒	☐	1. Members/Board of Directors
☒	☐	2. Articles of Incorporation and Bylaws
☒	☐	3. Project Activity Map
☐	☐	4. Project Benefit, Category B, Low Mod Area Maps **(Attach if applicable)**
☒	☐	5. Leveraging (Current evidence of commitment)
☒	☐	6. Income and Expense Statement
☒	☐	7. Management Capacity (Detailed organizational chart)
☒	☐	8. Board Written Authorization approving submission of application

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Nicole Jews, Human Resources Manager** **Art Vela, Interim City Manager**
MEETING DATE:	**December 9, 2025**
SUBJECT:	**Consideration of Resolution 2025-168, Approving a Human Resources Director Employment Agreement**

RECOMMENDATION:

Adopt Resolution 2025-168.

BACKGROUND:

During the July 8 City Council meeting, the Council approved funding for the Human Resources Director position.

Staff partnered with CPS-HR, an executive recruitment firm, to conduct the search. After approximately one month of advertising, CPS-HR received 104 applications and narrowed the pool to six candidates. City staff then selected the top two candidates for interviews. On October 22, the finalists participated in a three-round interview process, which included a one-on-one interview with the City Manager, a Director and Deputy Director panel, and a management-level panel. Following the interviews and subsequent debrief, Mrs. Lisa Rossi was identified as the top candidate for the Human Resources Director position.

Mrs. Rossi holds a Bachelor of Arts in Political Science from San Francisco State University and maintains both a Human Resources Certified Senior Professional (PSHRA-SCP) certification and a Diversity and Inclusion for HR certification. She brings more than 25 years of experience in public service, specializing in human resources, risk management, and labor negotiations across multiple public-sector organizations. Mrs. Rossi currently serves as the Administrative Services Director for the City of Half Moon Bay.

The Employment Agreement is consistent with the compensation and benefits established by Resolution No. 2019-41, establishing maximum compensation and benefits for department directors.

JUSTIFICATION:

The Human Resources Director position is critical to successful operations of the Human Resources & Risk Management Departments. Mrs. Rossi is highly qualified and has the experience necessary to successfully perform the duties of the position.

FISCAL IMPACT:

The 2025/2026 budget includes funding for the Human Resources Director position.

Fiscal Year	Estimated Annual Salary
2025/2026	$199,858.68
2026/2027	$210,183.89
2027/2028	$221,042.53
2028/2029	$227,673.80
2029/2030	$234,504.01

ALTERNATIVES:

Do not adopt Resolution No. 2025-168 and provide staff alternate direction.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution_2025-168__EA_Lisa_Rossi.doc
2. Employment Agreement - Lisa Rossi.pdf
3. Human Resources Director 2025.pdf
4. Reso No. 2019-41 Exec Comp and Increase.pdf

RESOLUTION 2025-168

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A HUMAN RESOURCES DIRECTOR EMPLOYMENT AGREEMENT

WHEREAS, the City Manager selected Lisa M. Rossi for the permanent position of Human Resources Director; and

WHEREAS, at the City Council regular meeting on December 9, 2025, the Council considered a Human Resources Director Employment Agreement between the City of Banning and Lisa M. Rossi; and

WHEREAS, Lisa M. Rossi has confirmed her desire to serve as Human Resources Director for the City of Banning; and

WHEREAS, the parties agree that Lisa M. Rossi has the necessary qualifications and experience to perform as the Human Resources Director for the City.

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

SECTION 1. The City Council approves the Human Resources Director Employment Agreement with Lisa M. Rossi, and authorizes the City Manager to make necessary non-substantive changes to and execute said Agreement.

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

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

PASSED, APPROVED AND ADOPTED this 9th day of December 2025.

_____
,Mayor
City of Banning

ATTEST:

_____
Sandra Calderon, Acting Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

_____

John Pinkey, City Attorney
SBEMP

CERTIFICATION:

I, Sandra Calderon, Acting Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-168, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of December 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Acting Deputy City Clerk
City of Banning, California

Exhibit A
Employment Agreement with Lisa M. Rossi

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CITY OF BANNING

HUMAN RESOURCES DIRECTOR EMPLOYMENT AGREEMENT

This HUMAN RESOURCES DIRECTOR EMPLOYMENT AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into and made effective the 8th day of December, 2025, by and between the CITY OF BANNING, a general law city and municipal corporation (hereinafter referred to as the "CITY") and Lisa Rossi, an individual (hereinafter referred to as "EMPLOYEE"), who is qualified to serve as Human Resources Director. For purposes of this AGREEMENT, CITY and EMPLOYEE may be collectively referred to as the "Parties" or individually as a "Party."

R E C I T A L S

WHEREAS, California Government Code section 34851 authorizes a city manager form of government, which position is prescribed by state law and the CITY's Municipal Code; and

WHEREAS, California Government Code section 34856 provides that the City Manager, in cities operating under the City Manager form of government, may appoint and dismiss Department Directors and other subordinate appointive offices and employees; and

WHEREAS, the duties of the Human Resources Director are set forth in Exhibit "A" to this AGREEMENT; and

WHEREAS, the CITY requires the services of a Human Resources Director; and

WHEREAS, based on EMPLOYEE's executive and administrative qualifications and ability, the City Manager desires to appoint EMPLOYEE to serve as the Human Resources Director for the CITY; and

WHEREAS, the Parties agree that EMPLOYEE has the necessary qualifications and experience to perform as the Human Resources Director for the CITY; and

WHEREAS, EMPLOYEE desires to perform and assume responsibility for the provision of Human Resources Director services to the CITY and the Finance Department; and

WHEREAS, the Parties wish to establish the terms and conditions of EMPLOYEE's provision of Human Resources Director professional services to the CITY through this AGREEMENT; NOW, THEREFORE, in consideration of the mutual covenants contained herein, the CITY and EMPLOYEE hereby agree as follows:

1.0 EMPLOYMENT & DUTIES

1.1 Duties. The City Manager hereby appoints EMPLOYEE as Human Resources Director for the CITY to perform the functions and duties of that position, as described in Exhibit "A" to this AGREEMENT, the California Government Code, and such other legally permissible and proper duties and functions as the City Manager shall, from time to time, direct or assign to EMPLOYEE. CITY reserves the right to amend Banning Municipal Code, as it deems necessary and appropriate, without requiring EMPLOYEE's acquiescence or an amendment of this AGREEMENT. EMPLOYEE agrees to perform all such functions and duties to the best of his ability and in an efficient, competent, and ethical manner.

1.2 Work Schedule. It is recognized that the Human Resources Director is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all

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times, and must devote a great deal of time outside the normal office hours to the business of the CITY. EMPLOYEE acknowledges that proper performance of the duties of Human Resources Director will require EMPLOYEE to generally observe normal business hours (currently 8:00 a.m. to 5:00 p.m., Monday through Friday, including a standard one hour-lunch period), as set by the CITY and as may be duly revised from time-to-time by the CITY, and will also often require the performance of necessary services outside of normal business hours. EMPLOYEE's compensation (whether salary or benefits) is not based on hours worked. Furthermore, the Human Resources Director position remains an "exempt" classification under the overtime provisions of the federal Fair Labor Standards Act ("FLSA") and EMPLOYEE shall not be entitled to any compensation for overtime nor subject to such overtime provisions of the FLSA.

1.3 FLSA Exempt Status. EMPLOYEE acknowledges and agrees that the Human Resources Director position is that of an exempt employee of the CITY for the purposes of the FLSA.

1.4 Other Activities. EMPLOYEE shall focus his professional time, ability, and attention to the CITY's business during the term of this AGREEMENT. EMPLOYEE shall not engage, without the express prior written consent of the City Manager, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the CITY, that might cause a conflict-of-interest with the CITY, or that otherwise might interfere with the business or operation of the CITY or the satisfactory performance of the functions and duties of the Human Resources Director.

1.5 Employment Status. Upon appointment to the Human Resources Director position, EMPLOYEE shall serve at the will and pleasure of the City Manager and understands that by accepting the Human Resources Director appointment, he shall be an "at-will" employee and shall be subject to summary dismissal without any right of notice or hearing, except as required by law, including any pre-disciplinary "Skelly" hearing. The CITY may terminate EMPLOYEE at any time in accordance with Section 3.4 below, and as permitted by all applicable laws.

1.6 Exemption from Personnel System. BMC §2.68.020(E) expressly exempts the Human Resources Director from the CITY's Personnel System established in BMC Chapter 2.68. EMPLOYEE understands, acknowledges and agrees that EMPLOYEE is exempt from the CITY's Personnel System.

1.7 CITY Documents. All data, studies, reports and other documents prepared by EMPLOYEE while performing his duties during the term of this AGREEMENT shall be furnished to and become the property of the CITY, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to EMPLOYEE in connection with the performance of this AGREEMENT shall be held confidential by EMPLOYEE to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by EMPLOYEE, without the prior written consent of the City Manager, for any purposes other than the performance of EMPLOYEE's duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this AGREEMENT, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

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2.0 COMPENSATION AND REIMBURSEMENT

2.1 Salary. For the services rendered pursuant to this AGREEMENT, EMPLOYEE shall be placed at Range D02, Step 9 which at the time of executing this agreement is annually One-Hundred Ninety-Nine Thousand, Eight Hundred Fifty-Eight Dollars and Sixty-Eights Cents ($199,858.68) per year ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the CITY are paid, effective on the day EMPLOYEE commences work for the CITY. Such Salary shall be subject to all permissible and required withholdings as determined by state and federal law and as determined appropriate by the City Council.

2.2 Salary Review. The EMPLOYEE salary is set at Step 9 of the range. It is understood that annual Step adjustments will be approved based upon satisfactory performance evaluations. Any other salary adjustments will be those based upon the Consumer Price Index (CPI), unless a future Compensation Study is approved by the City Council.

2.3 Salary Adjustment. EMPLOYEE's base salary and benefits package have been established by the AGREEMENT. Annual adjustments in the base salary will be established by City Council resolution.

2.4 Business Expense Reimbursements. CITY shall reimburse EMPLOYEE for reasonable and necessary travel, subsistence, and other CITY related business expenses incurred by EMPLOYEE in the performance of his duties. All reimbursements shall be subject to and in accordance with California law, the CITY's adopted policies, and IRS rules for reporting compensation through payroll or reimbursement through accounts payable.

3.0 TERM

3.1 Commencement & Effective Date. EMPLOYEE shall commence service hereunder at 8:00 a.m. Pacific Daylight Time on December 8, 2025, In the event EMPLOYEE commences services on a date other than December 8, 2025, such date shall be deemed the effective date of this AGREEMENT ("Effective Date").

3.2 Term. CITY hereby employs EMPLOYEE for an initial term of five (5) calendar years commencing on the AGREEMENT's Effective Date and continuing to and including December 7, 2030, subject to termination by the City Manager or by EMPLOYEE, with or without cause, as hereinafter provided in Sections 3.3 and 3.4, at the conclusion of which this AGREEMENT shall automatically terminate. Prior to such automatic termination, the CITY shall have the option to unilaterally extend the Term of this AGREEMENT for an additional five (5) years, subject to termination by the City Manager or by EMPLOYEE, with or without cause, as hereinafter provided in Sections 3.3 and 3.4. Additionally, the Term of this AGREEMENT may be extended upon mutual concurrence from the City Manager and the EMPLOYEE, as evidenced by a writing signed by both parties. The CITY agrees that in the last year of the initial five-year Term of the AGREEMENT, and in the last year of the Term of the AGREEMENT should the Term of the AGREEMENT be extended beyond its initial five years, the annual evaluation will be performed at least six (6) months prior to the expiration of the term.

3.3 Termination by EMPLOYEE. EMPLOYEE may terminate this AGREEMENT at any time, provided EMPLOYEE provides the City Manager with at least thirty (30) days' advance written notice. In

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the event EMPLOYEE terminates this AGREEMENT, EMPLOYEE expressly agrees that EMPLOYEE shall not be entitled to any severance pay.

3.4 Termination by CITY. The City Manager may terminate this AGREEMENT at any time with or without cause, by providing written notice of the reason(s). The City Manager's right to terminate EMPLOYEE pursuant to this Section 3.4 shall not be subject to or in any way limited by the CITY's Rules and Regulations of the Personnel System (Resolution No. 1974-22), or any subsequent related resolutions, or past CITY practices related to the employment, discipline or termination of the CITY's employees. EMPLOYEE expressly waives any rights provided for the Human Resources Director under the CITY's Rules and Regulations of the Personnel System (Resolution No. 1974-22), Municipal Code, or under other local, state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination, except as to rights that by law cannot be waived. Nothing herein shall be construed to create a property interest, where one does not exist by rule of law in the position of Human Resources Director. Notwithstanding this Section 3.4, upon appointment to the Human Resources Director position, EMPLOYEE remains an at-will employee serving at the pleasure of the City Manager.

(a) Termination by CITY for Cause. The City Manager may terminate this AGREEMENT at any time by providing EMPLOYEE with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not limited to any of the following: 1) breach of this AGREEMENT, 2) willful or persistent material breach of duties, 3) résumé fraud or other acts of material dishonesty, 4) unauthorized absence or leave, 5) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), conviction of a misdemeanor DUI, or conviction of a felony (the CITY may, in its discretion, place EMPLOYEE on paid or unpaid administrative leave until resolution of charges brought against EMPLOYEE), 6) violation of the CITY's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a CITY official or employee or legally prohibited personal acts of discrimination against a CITY official or employee has occurred, 7) violation of the CITY's Municipal Code, ordinances, rules, and regulations, including but not limited to the CITY's Rules and Regulations of the Personnel System (Resolution No. 1974-22) and Administrative Policies, 8) use or possession of illegal drugs, 9) engaging in conduct tending to bring embarrassment or disrepute to the CITY, 10) any illegal or unethical act involving personal gain, 11) pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Manager, and 12) gross misfeasance or gross malfeasance. If the City Manager terminates for cause this AGREEMENT and the services of EMPLOYEE hereunder, the CITY shall have no obligation to pay EMPLOYEE any severance.

(b) Termination by City Manager Without Cause. By providing EMPLOYEE at least thirty (30) days' prior written notice thereof, the City Manager may terminate EMPLOYEE without cause but rather based upon management reasons such as implementing the CITY's goals or policies, including but not limited to: i) change of administration, or ii) incompatibility of management styles. In the event EMPLOYEE is terminated without cause, EMPLOYEE expressly agrees that EMPLOYEE shall be entitled to severance pay, as the result of the termination of this AGREEMENT, as provided in Section 4.1 below.

4.0 SEVERANCE

4.1 Severance Pay. In the event EMPLOYEE is terminated without cause and EMPLOYEE does not challenge such termination, including but not limited to, by means of appeal or civil or administrative claim or liberty hearing, then CITY shall pay to EMPLOYEE severance as follows:

4.1.1 CITY shall pay to EMPLOYEE severance in an amount equal to EMPLOYEE's monthly base salary then in effect multiplied by three (3).

4.1.2 CITY shall pay the cost for medical, dental and vision insurance for EMPLOYEE and all dependents for a period of three months after the date of termination or until EMPLOYEE is eligible for insurance coverage through other employment, whichever occurs first.

4.1.3 In the event that this AGREEMENT expires by its own terms and not by resignation of EMPLOYEE or early termination by City Manager, then EMPLOYEE shall not be entitled to any severance.

4.1.4 Notwithstanding any other provision of this paragraph 4.1, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to EMPLOYEE shall be reduced in the amount necessary to comply with such statute. (Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than eighteen (18) months if the unexpired term exceeds 18 months).

4.2 No Severance Pay if Termination for Cause or Initiated by EMPLOYEE. As provided in Section 3.4(a), should EMPLOYEE be terminated for cause, the CITY shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should EMPLOYEE initiate termination of this AGREEMENT, the CITY shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 4.1 above, should this AGREEMENT expire by its own terms without early termination by EMPLOYEE or City Manager, then the CITY shall have no obligation to pay the severance provided for in Section 4.1.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of EMPLOYEE with respect to severance pay in the event of the termination, other than for cause or by expiration of the AGREEMENT. EMPLOYEE expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard "Agreement of Separation, Severance, and General Release" attached hereto in form only as Exhibit "C."

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to EMPLOYEE so as to facilitate a more effective management of the CITY. Nothing herein shall be deemed to alter or change the at-will employment status of EMPLOYEE as Human Resources Director (as set forth in Section 1.5 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this AGREEMENT, or the services of EMPLOYEE hereunder.

5.2 Annual Evaluation. The City Manager shall conduct a formal or informal review and evaluate the performance of EMPLOYEE on an annual basis. Such review shall be conducted on or within four (4)

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weeks of the anniversary date of EMPLOYEE's appointment to the position of Human Resources Director, using an evaluation form to be approved by City Manager.

6.0 BENEFITS AND OTHER COMPENSATION

6.1 Professional Development. The CITY recognizes its obligation to the professional development of its Human Resources Director and agrees that EMPLOYEE shall be given adequate opportunities to develop and maintain skills and abilities as a public administrator. EMPLOYEE is expected and encouraged to and does agree to participate in professional organizations and to attend area and regional meetings and conferences related to matters of interest to the CITY consistent with the time required for such attendance in relationship to EMPLOYEE's other responsibilities as determined by the City Manager. As budget permits, the CITY hereby agrees to budget an amount to be determined in the exercise of its sole discretion to pay the cost, travel and subsistence expense of EMPLOYEE for professional and/or official travel, meetings, and occasions adequate to continue professional development of EMPLOYEE and to adequately pursue necessary official functions for the CITY. These activities shall include membership in at least two professional associations and attendance of at least two annual professional development conferences. EMPLOYEE shall be responsible for maintaining any professional certifications recognized as necessary or desirable in the performance of the duties hereunder. Tuition will be reimbursed to EMPLOYEE for professional and technical courses approved by the City Manager and taken in an accredited educational institution provided that: i) the subject matter of the course relates directly to and contributes toward the Human Resources Director position with the CITY; ii) EMPLOYEE has received at least a competent proficiency rating on the last performance evaluation report; and iii) EMPLOYEE has furnished evidence that the course has been completed with at least a "C" or "pass" grade.

As permitted by the budget, and in an amount to be determined at the sole discretion of the City, the CITY agrees to budget and pay for travel and subsistence expenses of EMPLOYEE for short courses, institutes, and seminars that are necessary for EMPLOYEE's professional development and for the good of the CITY. As provided for in the budget, the CITY agrees to pay for professional dues and subscriptions of EMPLOYEE reasonably related to the professional growth, development, education and training of EMPLOYEE.

All reimbursable expenses under this Section must be approved in advance by the City Manager.

6.2 Paid Leave.

(a) Sick Leave. EMPLOYEE shall be entitled to ninety-six (96) hours of sick leave annually, with the right to cash in a maximum of ninety-six (96) hours annually. A minimum of forty (40) sick leave hours must be left in the bank at time of cash out. Sick leave shall accrue at the rate of 3.69 hours per pay period. Any sick leave cash out request must be made no later than November 1st of each year, and payment of the cash out shall be made in the last check issued in November. Sick leave may only be accrued to a maximum of four hundred eighty (480) hours at which point sick leave accrual will cease until the accrued hours fall below the maximum of four hundred eighty (480) hours. Sick leave must be used and deducted from accruals on a minute-by-minute basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon termination for any reason, EMPLOYEE shall be entitled to one hundred percent (100%) of the unused sick leave on the books then existing.

(b) Vacation Leave. EMPLOYEE shall be entitled to one hundred sixty (160) hours of vacation leave annually, with the right to cash in a combined maximum of eighty (80) vacation leave hours annually from any vacation leave bank. A minimum of eighty (80) vacation leave hours must be left in the regular vacation bank at time of cash out. If EMPLOYEE accrues greater than three hundred (300) hours of vacation time, then he may request a one-time cash out of fifty percent (50%) of the total available vacation hours to be paid at his current pay rate. Vacation leave shall accrue at the rate of 6.15 hours per pay period. Vacation leave may only be accrued to a maximum of four hundred eighty (480) hours at which point vacation leave accrual will cease until the accrued hours fall below the maximum of four hundred eighty (480) hours. Vacation leave must be used and deducted from accruals on a minute-by-minute basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon termination, for any reason, EMPLOYEE shall be entitled to one hundred percent (100%) of the unused vacation leave on the books then existing. A vacation leave bank of forty (40) hours will be established as of the employment date.

(c) Executive Leave. EMPLOYEE shall be entitled to ninety-eight (98) hours annual accrual with a maximum accrual cap of two-hundred (200) hours. Leave will be earned at a rate of 3.77 hours per pay period. A maximum of ninety-eight (98) hours of Executive Leave may be cashed out annually.

(d) Holiday Leave. EMPLOYEE shall be granted the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas and New Year's Eve. In addition, one (1) floating holiday will be credited to EMPLOYEE's Holiday Leave bank July 1st each year. Leave balances must be used during the fiscal year or they may be cashed out with City Manager approval according to Administrative Policy A-30. If the City Council recognizes an additional holiday for City employees, said holiday shall be extended to EMPLOYEE. Holiday leave must be used and deducted from accruals in increments of no less than one hour for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours.

(e) Bereavement Leave. In the event of the death of a member of EMPLOYEE's family, including EMPLOYEE's spouse, domestic partner, mother, father, brother, sister, child, grandchild, or grandparent or any one of the same relatives of EMPLOYEE's spouse or domestic partner, EMPLOYEE shall be allowed thirty (30) hours of bereavement leave for each death of a family member. Bereavement leave must be used and deducted from the total allowed hours in increments of no less than five hours for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. In the event of the death of a spouse or multiple family deaths occurring within a 24-hour period, EMPLOYEE shall be allowed forty (40) hours of total bereavement leave for this unfortunate event.

6.3 Cafeteria/Health & Welfare Benefits. EMPLOYEE shall be entitled to receive from the CITY an annual cafeteria benefit in an annual amount capped at Twenty Thousand Dollars ($20,000.00), for the purchase of health and welfare benefits under any approved plan provided by the CITY. Said contribution shall first be used to provide for health insurance for the EMPLOYEE. EMPLOYEE may use funds for any of the CITY's medical plans or, upon proof of coverage under another acceptable health plan as determined by the CITY's Human Resource Department, this amount may be taken as taxable income or converted to a 457 Plan or CITY sponsored Medical Savings Account. EMPLOYEE may increase the benefit annually using CPI or the average of all CITY health insurance premium increases as long as it stays within the maximum parameters established by City Council for department heads. EMPLOYEE

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may elect to receive ninety-two and five-tenths percent (92.5%) of the balance in cash as CalPERS non-includable taxable income or converted to a 457 plan or CITY sponsored Medical Savings Account.

6.4 Retirement.

(a) Retirement Plan. EMPLOYEE will be enrolled in CITY's retirement plan with the California Public Employees' Retirement System (CalPERS), subject to the applicable benefit formula, terms and conditions provided in the contract between the CITY and CalPERS and also subject to applicable state law and regulations. It is the understanding of the Parties that Employee is a "Classic Member" under the Public Employees' Pension Reform Act of 2013 and will be covered by the 2.0% at 60 formula. In the event of any conflict between this Agreement and the CITY's CalPERS contract or the applicable laws and regulations, the latter shall prevail.

(b) Employee Contribution. EMPLOYEE shall be responsible for the full member contribution for EMPLOYEE's CalPERS retirement plan. There shall be no employer paid member contributions.

6.5 Automobile. EMPLOYEE shall receive Two Hundred Fifty Dollar ($250.000) per month as and for a car allowance for use of a personal vehicle in pursuit of recognized official duties.

6.6 CITY Flexible Spending Plan. EMPLOYEE is entitled to participate in the CITY's Flexible Spending Plan to the same extent as enjoyed by any other employee.

6.7 Life Insurance. In addition to the annual cafeteria benefit, the CITY will pay annual premiums for life insurance for EMPLOYEE with a benefit/coverage amount of One Hundred Fifty Thousand Dollars ($150,000.00) during EMPLOYEE's employment.

6.8 Business Equipment. The CITY will finance at no interest to EMPLOYEE the purchase of any job-related personal tools or equipment, such as a computer, cell phone, etc., that serve the professional development of EMPLOYEE. Such tools or equipment shall be approved in advance by the City Council at its sole discretion and the amount financed shall not exceed the value of one month's base salary of EMPLOYEE. Repayment to the CITY shall be made by payroll deductions until the amount loaned is completely repaid. The maximum period for repayment shall be two (2) years. Should EMPLOYEE terminate employment, then the remaining loan amount repayment shall be accelerated and become fully due and owing as of the termination date and may be deducted from any wages owed, including any severance payment to be made.

6.9 Bonding. CITY shall bear the full cost of any fidelity or other bonds required for EMPLOYEE under any law or CITY ordinance.

6.10 Education Pay. The CITY agrees to pay to EMPLOYEE the sum of Two Hundred and Seventy Five Dollars ($275.00) per month for a Master's Degree.

6.11 Eyewear/Eyecare Reimbursement. EMPLOYEE shall be entitled to reimbursement for expenses incurred and paid by EMPLOYEE and/or dependents in obtaining prescription eyewear or medical care from a licensed Optician, Optometrist or Ophthalmologist. Such amount is limited to a total for all expenses of Three Hundred Dollars ($300.00) every two years commencing on the date of this AGREEMENT. Thereafter, reimbursement will occur two years from the date of the previous reimbursement.

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6.13 Utility Allowance. Should EMPLOYEE reside within the CITY limits, then EMPLOYEE shall be entitled to receive a utility credit in the amount of One Hundred Fifty Dollars ($150.00) per month against the cost of electric and water service during the period of such residency. In the event EMPLOYEE's spouse or a member of EMPLOYEE's household also is employed by the CITY and is eligible for this utility allowance, only one of either EMPLOYEE or EMPLOYEE's spouse or member of EMPLOYEE's household shall be eligible for such utility allowance.

6.14 Disability Program. EMPLOYEE agrees to pay the cost of membership in the CITY-approved short-term/ long-term disability insurance program. EMPLOYEE agrees that such premiums will be paid with after-tax dollars in order to maintain the tax-free benefit status to both the CITY and EMPLOYEE in the event benefits are paid. It is agreed between the Parties that in the event of disability, EMPLOYEE shall enjoy all the rights and privileges to which EMPLOYEE is entitled under state and federal law.

7.0 INDEMNIFICATION

To the extent mandated by the California Government Code, the CITY shall defend, hold harmless, and indemnify EMPLOYEE against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of EMPLOYEE's services under this AGREEMENT. This section shall not apply to any intentional tort or crime committed by EMPLOYEE, to any action outside the course and scope of EMPLOYEE's employment, or any other intentional or malicious conduct or gross negligence of EMPLOYEE.

8.0 OTHER TERMS – CONDITIONS OF EMPLOYMENT

8.1 The City Manager, in consultation with EMPLOYEE, shall establish any such other terms and conditions of employment as it may determine from time to time, provided such terms do not exceed the maximum salary and benefits approved by the City Council and are reduced to writing and signed by EMPLOYEE and the City Manager.

9.0 GENERAL PROVISIONS

9.1 Entire AGREEMENT. This AGREEMENT represents the entire AGREEMENT and understanding between the Parties and supersedes any and all other agreements and understandings, either oral or in writing, between the Parties with respect to EMPLOYEE's employment by the CITY and contains all of the covenants and agreements between the Parties with respect to such employment. No ordinances or resolutions of CITY governing employment, including the Personnel System, shall apply unless specified herein. Each Party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either Party, or anyone acting on behalf of either Party, which are not embodied herein, and that no other agreement, statement or promises not contained in this AGREEMENT shall be valid or binding upon either Party.

9.2 Amendment. This AGREEMENT may be amended at any time by the mutual consent of the Parties by an instrument in writing, which amendment shall require City Council approval.

9.3 Notices. Any notice required or permitted by this AGREEMENT shall be in writing and shall be personally served or shall be sufficiently given when served upon the other Party as sent by United States Postal Service, postage prepaid and addressed as follows:

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To CITY:

City Manager
City of Banning
P.O. Box 998
Banning, California 92220

To EMPLOYEE:

Lisa Rossi
[On file with Human Resources Dept.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this AGREEMENT, EMPLOYEE shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of EMPLOYEE's duties under this AGREEMENT. EMPLOYEE shall comply with all requirements of law, including but not limited to, Sections 87100 et seq., Section 1090 and Section 1126 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this AGREEMENT by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each Party hereto.

9.8 Government Code §§ 53243 - 53243.4. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency. These statutes are incorporated herein by reference. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this AGREEMENT and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this AGREEMENT:

> §53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.
>
> §53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

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§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of non-contractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

EMPLOYEE represents that EMPLOYEE has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to EMPLOYEE, including that EMPLOYEE agrees that any cash settlement or severance related to a termination that EMPLOYEE may receive from the CITY shall be fully reimbursed to the local agency if EMPLOYEE is convicted of a crime involving an abuse of EMPLOYEE's office or position.

9.9 Independent Legal Advice. The CITY and EMPLOYEE represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this AGREEMENT, or had the opportunity to do so, and the CITY and EMPLOYEE further represent and warrant that each has carefully reviewed this entire AGREEMENT and that each and every term thereof is understood and that the terms of this AGREEMENT are contractual and not a mere recital. This AGREEMENT shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of Banning has caused this AGREEMENT to be signed and executed on its behalf by its City Manager, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this AGREEMENT.

CITY OF BANNING		**EMPLOYEE**	
Art Vela	11/10/2025		11/18/2025
Art Vela, Interim City Manager		Lisa Rossi	

APPROVED AS TO FORM:

John Pinkey, City Attorney

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Exhibit “A”

JOB DESCRIPTION

TITLE: Human Resources Director	**JOB CODE:** 1210
DEPARTMENT: Human Resources & Risk Management	**EFFECTIVE DATE:** 07/21/2004 ; updated 07/08/2025
REPORTS TO: City Manager	**FLSA STATUS:** Exempt
SUPERVISES: Human Resources Manager, Senior Human Resources Generalist, Human Resources Generalist & Risk & Safety Analyst	**UNION STATUS:** Unrepresented, Executive
SALARY: D02	

JOB PURPOSE/SUMMARY

Under general direction of the City Manager, the Human Resources Director plans, organizes, manages, continuously improves, and provides administrative direction and oversight for the City's human resources functions including labor relations, learning and development, recruitment, classification and compensation, benefits administration, employee performance evaluation, employee engagement and recognition, safety and regulatory compliance, and risk management, including the City's insurance, loss control and benefits programs. The Director supervises a team of four and also serves as an individual contributor. The incumbent is designated as confidential and shall be appointed "at-will" and serve at the pleasure of the City Manager.

ABOUT THE CITY OF BANNING

The City of Banning is located in the San Gorgonio Pass area of Southern California. The community of over 30,000 people is diverse with income levels slightly lower than other areas of Riverside County. However, growth and development is occurring rapidly, which will create new jobs, increase the population and raise income levels. Our employees are the most important asset in preserving our Proud History, Creating a Prosperous Tomorrow, and in responding to the community's needs. The City provides competitive salaries, outstanding benefits and professional growth opportunities.

CITY VISION

The City of Banning promotes and supports a high quality of life that ensures a safe and friendly environment, fosters new opportunities and provides responsible, fair treatment to all and is the pride of its citizens.

CORE VALUES

- Customer Service Excellence: We excel in what we do by staying responsive, flexible, patient, effective, and professional.
- Integrity: We are ethical, accountable and compliant with our responsibility to the public and community.
- Teamwork: We work together and maintain great communication and respect and foster a fun and enjoyable atmosphere to take pleasure in what we do.
- Yes-Minded: We recognize diversity and maintain a positive attitude to do all we can to serve the community in the safest and most responsible manner.

PERFORMANCE EXPECTATIONS

- **Leadership:** Contributes to a positive work culture consistent with the City of Banning Leadership Philosophy, actively welcomes new approaches to public service and supports change and process improvements at all levels within the organization.
- **Management:** Able to independently assess and organize personal work performance while contributing to the overall organization.
- **Teamwork:** Demonstrates ability and willingness to work collaboratively with a team.
- **Communication:** Communicates effectively with peers, supervisors, subordinates, and individuals to who service is provided.

ESSENTIAL FUNCTIONS

The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.

REPRESENTATIVE DUTIES:

- Administers Memorandums of Understanding (MOU's) and interacts with employee representatives and staff to interpret and explain provisions of the MOU terms within the context of Human Resources law.
- Represents the City in labor relations, negotiates labor contracts and ensures negotiated settlements are reduced to writing and incorporated into agreements.
- Researches procedures, methods and legislation relative to public employer-employee negotiations.
- Develops recommendations for appropriate procedure and emphasis on negotiations.
- Counsels and advises managers and supervisors on issues governed by the collective bargaining agreements.
- Oversees the operations of the Human Resources Department including recruitment/retention, drug testing, employee orientation and benefit administration.
- Reviews and evaluates the procedures and methods used in Human Resources relative to effective utilization of resources and compliance with state and Federal regulations.
- Develops, updates and administers personnel rules and administrative policies.
- Trains, supervises and evaluates performance of subordinate staff.
- Researches and resolves grievances and suggests disciplinary actions.
- Assists departments in personnel administration through interpretation, explanation and consultation of Human Resources management provision of laws, rules, policies and procedures.
- Conducts investigations related to policy violations and handles a variety of confidential issues.
- Performs critical personnel analysis and recommends solutions to complex issues and problems.
- Oversees Risk Management for the City, reviews and evaluates claims filed against the City to determine liability and potential settlement.
- Processes claims against responsible parties to obtain restitution and recovery.
- Manages workers' compensation, outside legal issues and litigation costs for claims.
- Develops and monitors budget for payment of liability and workers' compensation claims retained within the self-insured retention, including payments to vendors.
- Establishes general liability and workers' compensation premium deposit rates and dividends based on recommendations and City policy.
- Purchases commercial insurance products for property, special events and employment practices.
- Performs other duties as assigned or required. Other duties as assigned.

KNOWLEDGE OF:

- City, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- City's and the Department's policies and procedures.
- Management and/or supervision principles.
- Human resources practices and principles.
- Workers' compensation claim processes, methods and procedures.

- Personnel, employee relations, workers' compensation and benefit practices and principles.
- Structure, organization and interrelationships of City departments, agencies and related governmental agencies and offices affecting assigned functions.
- Current social, political and economic trends and operating problems of municipal government.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Rules and regulations governing public meetings.
- Sources of information related to a broad range of municipal programs, services and administration.
- Program and project management techniques and principles.
- Research methods and report preparation and presentation.
- Management practices in a union environment.
- Correct English usage, grammar, spelling, punctuation and vocabulary.

ABILITY TO:

- Reading, understanding, interpreting and applying relevant city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Assessing and prioritizing multiple tasks, projects and/or demands.
- Working within deadlines to complete projects and assignments.
- Establishing and maintaining effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Develop short- and long-range goals, and plan, assign, coordinate and evaluate the work of subordinates.
- Analyze issues, evaluate alternatives and make logical recommendations based on findings.
- Administer program goals and objectives; implement initiatives and recommendations in support of department and City goals.
- Foster cooperative group processes and efficiently use resources; delegate tasks and workload assignments.
- Develop and monitor departmental and program/project operating budgets, costs and schedules.
- Assess and prioritize multiple tasks, projects and demands.
- Supervise, lead, coach and use best management practices to improve staff performance.
- Effectively administer a variety of city-wide programs.
- Interpret and apply city policies, procedures, laws and regulations.
- Support and model the identified vision, values and behaviors of the organization.
- Establish and maintain effective working relationships.
- Operate a personal computer utilizing a variety of standard and specialized software.
- Communicate effectively both orally and in writing.

PREFERRED QUALIFICATIONS

A bachelor's degree in human resources management, business administration or a related field and seven (7) years of public sector human resources and risk management experience that includes five (5) years of management and/or supervision. A master's degree in human resources, business or public administration is preferred.

LICENSE AND CERTIFICATION REQUIREMENTS

- Valid California State driver's license is required.
- Must be bondable.
- Successful completion of a pre-employment background check is required.
- Certification from SHRM-CP or SHRM-SCP highly preferred.

WORKING CONDITIONS

The regular work schedule is generally Monday through Friday, 8 am to 5 pm. Work is primarily performed in an office which is busy, oriented to public service and subject to occasional work interruptions. Noise level is moderate. Frequent attendance at meetings before or after regular work hours is required.

PHYSICAL REQUIREMENTS

Continuous repetitive arm/hand movement is essential to performance. The incumbent in this position must be able to discern voice conversation, have the physical ability to perform essential job functions, and have hand-eye coordination sufficient to operate computers, do keyboarding and operate other office equipment. The incumbent must have the ability to produce legible handwritten documents and may need to push, pull, lift and carry up to 20 pounds.

The City of Banning is an equal opportunity employer. All employees and candidates for employment will be recruited, selected, trained, promoted, compensated and, if necessary, disciplined or terminated without regard to sex/gender, race, national origin, religion, creed, color, marital status, veteran status, age, national origin, pregnancy, sexual orientation, gender identity, disability, genetic information or any other basis prohibited by law.

While requirements may be representative of minimum levels of knowledge, skills and abilities to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently. This job description does not constitute an employment agreement between the Employer and Employee and is subject to change as the needs of the Employer and requirements of the job change.

RESOLUTION 2019-41

A RESOLUTION OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE MAXIMUM COMPENSATION AND BENEFITS IN CERTAIN CITY DEPARTMENT DIRECTOR EMPLOYMENT CONTRACTS, PURSUANT TO SECTIONS 2.08.070(A) AND 2.08.090(C) OF THE BANNING MUNICIPAL CODE

WHEREAS, City of Banning Executive employees have updates to their compensation and benefits from time to time, in alignment with other City employees; including the Administrative Services Director/Deputy City Manager, Community Development Director, Community Services Director, Electric Utility Director, and Public Works Director (hereinafter collectively referred to as "Directors"); and

WHEREAS, the City Council has authority to enter into a Contract with the City Manager, pursuant to Banning Municipal Code § 2.08.070; and

WHEREAS, the City Manager has authority to enter into the Contracts with City Department Directors on behalf of the City, pursuant to Banning Municipal Code § 2.08.090; and

WHEREAS, Banning Municipal Code Sections § 2.08.070(A) and § 2.08.090(C) requires that the City Council approve, by resolution for City Manager and resolution or ordinance for directors, the maximum compensation and benefits expressly or impliedly included in the Contracts prior to their taking effect; and

WHEREAS, on or about January 9, 2018 the City Council of the City of Banning passed Resolution 2017-101, replacing Resolution 2016-112 and changing the maximum level of benefits and other compensation for Directors; and

WHEREAS, the City Council wishes to reclassify the Police Chief salary grade from grade one hundred (100) to salary grade one hundred and three (103), an annual salary increase of approximately thirteen thousand six hundred and thirty dollars ($13,630) as of the approval of the most recent Police Chief Contract effective January 9, 2019; and

WHEREAS, the City Council wishes to grant an annual cost of living adjustment (COLA) to Director salaries equivalent to the annual consumer price index for urban wage earners (CPI-W) from March to March of each year, with a minimum increase of one percent (1%) and a maximum increase of three percent (3%) each year, effective July 1st; and

WHEREAS, the City Council now desires to adopt an amended and restated resolution of salaries, compensation and benefits for Directors, which restates and replaces any and all pre-existing salary and compensation resolutions for the Directors, including, but not limited to, Council Resolution 2017-101.

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

SECTION 1. The City Council hereby approves an annual COLA increase for Directors, as defined previously, in the amount equal to the March to March CPI-W with a minimum of one percent (1%) and a maximum of three percent (3%) of base salary, effective annually on July 1st with adoption of this resolution.

SECTION 2. The City Council hereby approves the Executive Department Director Compensation Table attached as Exhibit "A".

SECTION 3. The City Council hereby approves the maximum level of benefits and other compensation, not including salary, expressly or implied set forth in the Contracts, provided that such level of benefits and other compensation for each Executive Department Director shall not exceed the following levels:

A. Professional Development. Training as determined appropriate by the City Manager.

B. Paid Leave. Implementation of accrual caps will not result in loss of existing or vested leave balances as of the date of adoption of this resolution.

i. Sick Leave. 96 hours accrued annually with maximum accrual cap of 480 hours.

ii. Sick Leave Cash Out. 96 hours may be cashed out annually, provided a minimum balance of 40 hours remains in the sick leave bank at time of cash out. Any sick leave cash out request must be made no later than November 1st of each year, and payment of the cash out shall be made in the last check issued in November. Upon termination for any reason, employee shall be entitled to one hundred percent (100%) of the unused sick leave in the leave bank.

iii. Vacation Leave. 160 hours accrued annually with maximum accrual cap of 480 hours.

iv. Vacation Leave Cash Out. 80 hours may be cashed out annually provided a minimum balance of 80 hours remains in the vacation leave bank at time of cash out. Upon termination for any reason, employee shall be entitled to one hundred percent (100%) of the unused vacation leave in the leave bank.

v. Holiday Leave. Effective July 1st, 2017, Directors shall be entitled to the following holidays and paid 10 hours for each holiday :

New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day,

Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas, New Year's Eve, and One (1) floating holiday

vi. Holiday Leave Cash Out. Leave balances must be used during the fiscal year or they will be cashed out at the end of the fiscal year in June, or at termination for any reason.

vii. Executive Leave. 98 hours annual accrual with maximum accrual cap of 200 hours.

viii. Executive Leave Cash Out. 98 hours may be cashed out annually. Upon termination for any reason, employee shall be entitled to one hundred percent (100%) of the unused executive leave in the leave bank.

ix. Bereavement Leave. 30 hours annually with no accrual or carryover.

x. Promotional Payouts of Leave. Prior to implementation of a promotion to a higher ranking position, the City shall be entitled to cash out, at the Director's current pay rate at the time of said promotion, all vacation, holiday, comp time and executive leave in excess of 100 hours respectively .

C. Cafeteria/Health & Welfare Benefits. Effective the first pay period after July 1, 2018, this benefit for Director's shall be capped at $20,000 annually. However, the City Manager may increase the benefit annually using CPI or the average of all City health insurance premium increases. Directors may use funds for any of the City's medical plans or, upon proof of coverage under spouse's plan, this amount may be taken as taxable income or converted to a 457 Plan or City sponsored Medical Savings Account.

D. Retirement.

i. Miscellaneous and safety employees hired prior to January 1, 2013, remain at 2.5% @55 and 3% @ 50 CalPERS formulas respectively, with single highest year benefit.

ii. Beginning December 2012, the City implemented the 2% @ 60 formula for miscellaneous new hires and 2% @ 50 formula for safety new hires with average three years for calculation of final retirement benefit, which after January 1, 2013 shall only apply to new hires defined and determined by CalPERS to be "classic members."

iii. Beginning January 1, 2013, new hires defined by CalPERS as "new members" shall receive the newly created 2% @ 62 formula for miscellaneous employees and 2.7% @ 57 for safety employees,

with average of three years for calculation of final retirement benefit. (Mandated by the Public Employees' Pension Reform Act of 2013.)

iv. The Directors shall pay their full member contribution for their CalPERS retirement plan, from employee's pre-tax compensation.

E. Management Incentive. There shall be no salary management incentive.

F. Automobile Allowance. Directors shall receive $250.00 per month or the use of a take home City Vehicle as determined by the City Manager.

G. City Flexible Spending Plan. Directors may participate in same program made available to other employees.

H. Life Insurance. Directors shall be entitled to a $150,000.00 life insurance policy.

I. Uniforms. $0. The Police Chief shall receive $110 per month uniform allowance.

J. Business Equipment. The City hereby agrees to finance at no interest the purchase of any job-related tools or equipment that serve the professional development of the Director. Such tools and equipment shall be approved in advance by the City Manager. Repayment to the City by the Director shall be made by payroll deductions until the amount loaned is completely repaid. The maximum period for repayment shall be two (2 years). The amount shall be capped at the value of one month's salary. Should the Director terminate employment, then the remaining loan amount repayment shall be accelerated and become fully due and owing as of the termination date.

K. Bonding. The City shall bear the full cost of any fidelity or other bonds required for an employee under any law or ordinance.

L. Education Incentives. Directors may receive $275.00 maximum per month. The Police Chief may receive $450.00 per month.

M. Eyewear/Eye Care Reimbursement. Directors may receive $300.00 maximum every two fiscal years.

N. Disability Insurance. Directors shall pay the cost of membership in the short term and long term disability insurance programs selected by the City and Insurance/Benefits Advisory Committee.

O. FICA. Directors shall pay the employee's portion of the Federal Insurance Contributions Act tax and the City shall be responsible for payment of the employer's portion.

P. Other benefits. Directors shall be eligible to participate in employee paid benefit programs that may be offered from time to time.

Q. Performance Evaluations. Upon an annual satisfactory performance evaluation, Directors shall be granted an increase of a minimum of two steps or approximately five percent (5%), or such increase will be automatically implemented retroactive to the due date if employee's supervisor is thirty (30) days late on giving the evaluation to employee.

SECTION 4. Directors are entitled only to the level of salary and benefits contained in their respective Contract or this resolution if no contract exists.

SECTION 5. The position of Police Chief remains entitled to all protections and rights afforded under California law, including but not limited to those set forth in the Public Safety Officers Procedural Bill of Rights Act (Gov't Code 3300-3313).

SECTION 6. The Administrative Services Director is authorized to make the necessary budget adjustments as applicable.

SECTION 7. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 9th day of April 2019.

Arthur L. Welch, Mayor

ATTEST:

Daryl Betancur, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Daryl Betancur, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2019-41, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of April, 2019, by the following vote, to wit:

AYES: Happe, Peterson, Wallace, Andrade & Welch

NOES: None

ABSTAIN: None

ABSENT: None

Daryl Betancur, Deputy City Clerk
City of Banning, California

Exhibit "A"

Compensation Table

POSITION	SALARY GRADE
Administrative Services Director/Deputy City Manager	101
City Manager	113
Community Development Director	92
Community Services Director	92
Electric Utility Director	100
Police Chief	103
Public Works Director	100

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Nicole Jews, Human Resources Manager** **Art Vela, Interim City Manager**
MEETING DATE:	**December 9, 2025**
SUBJECT:	**Consideration of Resolution 2025-169, Amending the Classification and Compensation Plan, Position Reclassification (Public Safety Dispatch Supervisor)**

RECOMMENDATION:

Adopt Resolution 2025-169.

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:

Police Department - Dispatch

During the June 25, 2024 City Council meeting, approval was granted to reclassify the Public Safety Dispatch Supervisor position by adjusting the salary and changing the position to a classified, exempt management status. This action included increasing the salary grade from G66 to T79.

After further review and internal discussions, staff now recommends reclassifying the approved Public Safety Dispatch Supervisor position to an hourly Supervisor position, with a salary grade adjustment from T79 to G70. This revised salary grade aligns the position with other supervisor roles in the IBEW General Unit.

The Public Safety Dispatch Supervisor is a supervisory classification that reports directly to and supports the Police Administrative Sergeant. Changing the position from exempt management to hourly supervisory status will better reflect its current responsibilities and provide the appropriate administrative support for the department.

The job description for the Public Safety Dispatch Supervisor is included with the agenda item.

FISCAL IMPACT:

Fiscal Impact – Funding from General Fund (Police Department budget)

Position/Range	Proposed Salary Range	Current Salary Range	Proposed Base Wage Difference (min-max)
Public Safety Dispatch Supervisor / G70	$76,790.00 to $103,887.46		$76,790.00 to $103,887.46
Public Safety Dispatch Supervisor / T79		$97,799.00 to $132,310.22	$(21,009.00) to $(28,422.76)
Total Annual Fiscal Impact (saving)			*$(55,781.00) to $(76,464.70)*

ALTERNATIVES:

Do not adopt Resolution 2025-169 and provide alternative direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Consideration of Resolution 2025-169, Amending the Classification & Compensation Plan.doc
2. Public Safety Dispatcher Supervisor.doc

RESOLUTION 2025-169

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE CLASSIFICATION & COMPENSATION PLAN FOR THE CITY OF BANNING

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

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

SECTION 1. That the City Council approve the following position control changes to the effective Fiscal Year 2025-2026 classification and compensation plan:

Reclassify	Public Safety Dispatch Supervisor – T79 (Police Group)	1
	Public Safety Dispatch Supervisor – G70 (Police Group)	1

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

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

PASSED, APPROVED AND ADOPTED this 9th day of December 2025.

_____
Mayor
City of Banning

ATTEST:

_____
Sandra Calderon,
Acting Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

_____

John Pinkey, City Attorney
SBEMP

CERTIFICATION:

I, Sandra Calderon, Acting Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-169, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of December 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon,
Acting Deputy City Clerk
City of Banning, California

Exhibit A
Job Description

JOB DESCRIPTION

TITLE: Public Safety Dispatcher Supervisor	**JOB CODE: 2143**
DEPARTMENT: Police	**FLSA STATUS:** Non-Exempt
REPORTS TO: POLICE SERGEANT/POLICE LIEUTENANT	**UNION STATUS:** Represented
SUPERVISES: Public Safety Dispatcher I/II	**EFFECTIVE DATE: 08/08/2012**
SALARY: G70	**REVISED DATE: 12/09/2025**

JOB PURPOSE/SUMMARY

Under general supervision, performs duties associated with receiving emergency and non-emergency calls for Police service and dispatching appropriate units to assist the public.

ABOUT THE CITY OF BANNING

The City of Banning is located in the San Gorgonio Pass area of Southern California. The community of over 30,000 people is diverse with income levels slightly lower than other areas of Riverside County. However, growth and development is occurring rapidly, which will create new jobs, increase the population and raise income levels. Our employees are the most important asset in preserving our Proud History, Creating a Prosperous Tomorrow, and in responding to the community's needs. The City provides competitive salaries, outstanding benefits and professional growth opportunities.

CITY VISION

The City of Banning promotes and supports a high quality of life that ensures a safe and friendly environment, fosters new opportunities and provides responsible, fair treatment to all and is the pride of its citizens.

CORE VALUES

- **Customer Service Excellence**: We excel in what we do by staying responsive, flexible, patient, effective, and professional.
- **Integrity**: We are ethical, accountable and compliant with our responsibility to the public and community.
- **Teamwork**: We work together and maintain great communication and respect and foster a fun and enjoyable atmosphere to take pleasure in what we do.
- **Yes-Minded**: We recognize diversity and maintain a positive attitude to do all we can to serve the community in the safest and most responsible manner.

PERFORMANCE EXPECTATIONS

- **Management:** Able to independently assess and organize personal work performance while contributing to the overall organization.
- **Teamwork:** Demonstrates ability and willingness to work collaboratively with a team.
- **Communication:** Communicates effectively with peers, supervisors, subordinates, and individuals to who service is provided.

ESSENTIAL FUNCTIONS

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

REPRESENTATIVE DUTIES: Depending on the area of the assignment, duties may include, but are not limited to the following:

- Provides day-to-day direction of the work of the public safety dispatch section.
- Assists in the development and implementation of goals, objectives, policies, procedures and work standards for the section.
- Provides training and development of assigned staff.
- Provides technical assistance for staff in resolving difficult phone, dispatch problems; prepares and maintains a variety of written and computerized reports, including worksheets, incident reports and equipment maintenance and repair requests.
- Provides information to the public or to City staff which may require the use of judgment and the interpretation of policies, rules and procedures and laws governing access to police records.
- Ensures that confidentiality is maintained regarding police records in accordance with current statutes and court decisions.
- Recommends special work required or necessary maintenance on telecommunication and other equipment and coordinates work schedules with section requirements.
- Coordinates telecommunications work with other City departments and outside agencies.
- Participates in the selection and evaluation of staff; ensures that Departmental and section guidelines are followed in the dispatch of Police Officers.
- Provides court testimony related to section records and 911 voice tapes as required.
- Personally performs telecommunications, dispatch as required.

KNOWLEDGE OF:

- Knowledge of applicable City, County, State and Federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- Knowledge of the procedures and terminology used in 911 police and emergency radio and telephone communications.
- Knowledge of the principles and practices of employee supervision, including work planning and scheduling, training, evaluation, and discipline.
- Skill in reading, understanding, interpreting and applying relevant City, County, State and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Skill in assessing and prioritizing multiple tasks, projects and/or demands.
- Skill in establishing and maintaining effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Skill in operating telecommunications center equipment including radios, pagers, computer and related systems.
- Skill in organizing, assigning, reviewing, directing, and evaluating the work of assigned staff.
- Skill in remaining calm and exercising sound independent judgement and decision-making in daily work activities and emergency situations.
- Skill in communicating tactfully with the public and others encountered in the course of work.
- Skill in maintaining accurate records and preparing clear and concise written materials.
- Skill in training and evaluating dispatchers.

MINIMUM QUALIFICATIONS

A high school diploma or GED **AND** five (5) years of police dispatch experience with possession of a P.O.S.T certification in public safety communications. Must have at least two (2) years experience as a Communications Training Officer or equivalent.

PREFERRED QUALIFICATIONS

Emergency services dispatching experience, or experience, paid or volunteer, in a law enforcement agency, or completion of a POST Dispatcher training course, or courses in Administration of Justice and/or Criminal Justice is PREFERRED.

LICENSE AND CERTIFICATION REQUIREMENTS

- Must successfully complete a comprehensive background investigation, including a polygraph exam and psychological evaluation.
- Must have at the time of application, or be able to obtain within twelve (12) months from hire date and maintain, a State of California Police Officer Standards and Training (POST) Dispatcher Certificate.

WORKING CONDITIONS

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

Must be available to work a varying schedule including weekends, weekdays, evenings and holidays (hours and days are adjusted as needed by the Department). Occasional attendance before or after regular work hours may be required. Work is primarily performed in an office which is busy, oriented to public service and subject to occasional work interruptions. Noise level in the work environment is usually quiet while in the office and moderately loud when in the field.

PHYSICAL REQUIREMENTS

The physical demands described here represent those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this classification, an incumbent is regularly required to use hands and fingers to handle and/or feel. The employee is frequently required to talk, hear, and to sit and reach with hands and arms.

The employee is occasionally required to walk, climb or balance and stoop, kneel or crouch. The employee must regularly lift and or move up to twenty (20) pounds. Specific vision abilities required by this position include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

The City of Banning is an equal opportunity employer. All employees and candidates for employment will be recruited, selected, trained, promoted, compensated and, if necessary, disciplined or terminated without regard to sex/gender, race, national origin, religion, creed, color, marital status, veteran status, age, national origin, pregnancy, sexual orientation, gender identity, disability, genetic information or any other basis prohibited by law.

While requirements may be representative of minimum levels of knowledge, skills and abilities to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently. This job description does not constitute an employment agreement between the Employer and Employee and is subject to change as the needs of the Employer and requirements of the job change.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**David Newell, Community Development Director**
MEETING DATE:	**December 9, 2025**
SUBJECT:	**Consideration of Resolution 2025-170, Authorizing Five Professional Service Agreements for On-call Environmental Services for Current and Future Public and Private Projects with the Following Firms: The Altum Group, Dudek, LSA Associates, MNS Engineers, Inc. and Ruth Villalobos & Associates.**

RECOMMENDATION:

Adopt Resolution 2025-170.

BACKGROUND:

The Community Development Department requires as-needed, on-call environmental services related to the City's compliance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), as applicable, for a variety of current and future private development projects. The Department continues to receive several entitlement applications that have required staff review of technical environmental documents requiring specialized knowledge and expertise to ensure the City is in compliance with environmental laws. The is also a need to retain environmental consultants as needed for public projects. By entering into a multi-year on-call agreement with multiple firms, the Department will have better ability to efficiently and effectively procure and schedule the required environmental documents for private and public development projects.

The City issued a Request for Proposals (RFP 24-096) to solicit on-call services and received 10 proposals from the following firms:

- Albert A Webb & Associates
- The Altum Group
- Dudek
- Kimley Horn
- LSA Associates
- MNS Engineers
- MSA
- PlaceWorks
- Ruth Villalobos & Associates
- Willdan

Following a careful review of the proposals by a selection committee, there was consensus that the following five (5) firms should be recommended for contract award: The Altum Group, Dudek, LSA Associates, MNS Engineers, Inc. and Ruth Villalobos & Associates. The breadth of experience and capacity of the firms will provide the department with the flexibility it needs to assign projects appropriately and quickly to ensure the timely processing of development projects.

Attached to the draft resolution is a template professional services agreement that would be used to enter into contract with each firm if approved by Council.

JUSTIFICATION:

This process of using qualified independent environmental review assists in furthering the following goals:

- Provide expert, unbiased environmental analysis of development projects to decision makers. The private consulting firms are available to support and defend their work if challenged.
- Augment staff time so that staff members can work on staff reports, assist customers, and work on council-directed projects.
- Provide environmental review at no cost to the City for private development projects. While the consultants are retained by and report to the City, the cost for the consulting work is paid by the applicant.
- Reduces costs to the applicant by eliminating the need for "peer review" of environmental work prepared directly by the applicant.

FISCAL IMPACT:

With on-call agreements, it is difficult to know the specific amounts needed due to the services provided on an as-needed basis and dependent on development activity in the City. The scope of services required by this Agreement will vary and be dependent on the number and type of public and private development projects requiring environmental review. As the need arises, staff will request a specific proposal from a firm, or firms, for each development project as appropriate for the services required. The proposal must conform to the rates and requirements of the on-call agreements.

The project applicant will be responsible for the costs of the environmental services for private development applications. After receiving proposals for the firms, staff would select one firm and notify the project applicant of the cost to provide the service. The applicant would remit payment to the City and said payment would be placed in a deposit account for covering consultant costs as invoiced. The user fee study proposes a 15% cost that would be added to the payment required by the applicant for the city to cover its administrative costs to oversee the work and review the consultant deliverables.

Any public project that is not paid by the project applicant would require verifying available budget from the respective department, and require a future Council appropriation if funds are not available.

ALTERNATIVES:

Provide alternative direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. CC Resolution 2025-170 - On-call Environmental Services Agreements
2. Professional Service Agreement Template - On-Call CEQA Services
3. Altum Group Proposal
4. Dudek Proposal
5. LSA Proposal
6. MNS Engineers Proposal

7. Ruth Villalobos & Assoc Proposal

RESOLUTION 2025-170

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING FIVE PROFESSIONAL SERVICES AGREEMENTS WITH THE ALTUM GROUP, DUDEK, LSA ASSOCIATES, MNS ENGINEERS AND RUTH VILLALOBOS & ASSOCIATES FOR ON-CALL ENVIRONMENTAL SERVICES FOR CURRENT AND FUTURE PUBLIC AND PRIVATE PROJECTS FOR AN INITIAL TERM THROUGH DECEMBER 31, 2028 WITH OPTIONS FOR EXTENSIONS.

WHEREAS, the City of Banning, CA ("City") Community Development Department ("Department"), manages the land use entitlement and construction permitting process for development in the City, including new projects that require compliance with state and federal environmental laws; and

WHEREAS, the City has that there is a need for as-needed, "on-call" environmental services for a variety of future private and public sector projects (hereinafter the "Project") to ensure the City remains compliant with state and federal laws; and

WHEREAS, the City issued a Request for Proposals (RFP 24-096) to solicit on-call services and received 10 proposals; and

WHEREAS, following a careful review of the proposals submitted by a selection committee under RFP 24-096, there was consensus that the following five (5) firms should be recommended for contract award: The Altum Group, Dudek, LSA Associates, MNS Engineers, Inc. and Ruth Villalobos & Associates ("Selected Firms"); and

WHEREAS, on December 9, 2025, the City Council considered the five Professional Service Agreements for the Selected Firms at a public meeting; and

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

SECTION 1. The City Council approves the five Professional Services Agreements with the following firms:

a. The Altum Group
b. Dudek
c. LSA Associates, Inc
d. MNS Engineers, Inc.
e. Ruth Villalobos & Associates, Inc.

The total contract amount for all firms shall not exceed $1,000,000 annually (with amounts for each firm determined by staff) for a three-year period through December 31, 2028, with from the date approved by the City Council, with an option of two (2) one year extensions.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the Professional Services Agreements and to execute the Agreements with the Selected Firms 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 9th day of December, 2025.

_____
, Mayor
City of Banning

ATTEST:

_____
Sandra B. Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra B. Calderon, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-170, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of December, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra B. Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A

Professional Service Agreements

AGREEMENT FOR PROFESSIONAL SERVICES (C00###) FOR ON-CALL CEQA/NEPA SERVICES BY AND BETWEEN CITY OF BANNING AND ENTER COMPANY NAME

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 Enter Consultant Name, a California Corporation, 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 a Request for a Proposal (RFP 24-096) for the performance of the services for On-Call CEQA/NEPA Services and as further defined and described particularly in Article 1 of this Agreement.

B. City has awarded agreements to five (5) consultants pursuant to RFP 24-096 for On-Call CEQA/NEPA Services. City has established an annual budget of One Million Dollars ($1,000,000) to compensate all five awarded consultants collectively for services performed under their respective agreements.

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
[Name]	[Title]

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. **This Agreement does not establish a not-to-exceed Contract Sum for Consultant; instead, compensation shall be limited only by (i) the hourly rates in Exhibit C, (ii) the availability of funds within the City's annual budget allocated for all contractors awarded under RFP 24-096, and (iii) written task orders or authorizations issued by the City. All Services must be authorized in advance in writing by the 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.

2.1.1 City's Annual Budget Limitation and Budget-Exhaustion Notice.

A. Annual Budget Limitation. The Parties acknowledge and agree that the Consultant is one of five (5) firms awarded a contract pursuant to RFP 24-096 for On-Call CEQA/NEPA Services. The City has established an annual, fiscal-year budget of **One Million Dollars ($1,000,000)** in total to compensate all five (5) firms collectively for services performed under their respective agreements. Payment to Consultant for services under this Agreement is subject to the availability of funds within this annual shared budget.

B. No Guarantee of Work or Allocation. Consultant understands and agrees that the City does not guarantee the Consultant any minimum amount of work or compensation under this Agreement. The City has sole discretion to distribute work among the five awarded firms, and the total compensation shall not exceed the total annual budget identified above.

C. Notice of Budget Exhaustion. The City shall provide written notice to Consultant in the event the annual Citywide budget for On-Call CEQA/NEPA Services is exhausted. Upon

the Consultant's receipt of such notice, the City shall have no obligation to issue new task orders, authorize additional services, or make payment for any services performed after the date of such notice, unless and until additional funds are appropriated by the City in accordance with applicable law.

D. For clarity, nothing in this Agreement shall be construed as an appropriation or commitment by the City to expend the entire annual budget described in Section 2.1.1, nor as a guarantee that any portion of such budget will be used for Services under this Agreement.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall

be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

Payment to Consultant for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date through December 31, 2028 with an option of two (2) one year extensions, 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: David Newll Community Development Director City of Banning 99 East Ramsey Street Banning, California 92220 Email: dnewell@banningca.gov
With a courtesy copy to:	John Pinkney, City Attorney Slovak Baron Empey Murphy & Pinkney LLP 74774 CA-111 Indian Wells, CA 92210 Email: pinkney@sbemp.com
If to Consultant:	Attn: [Name] [Title] [Company Name] [Street Address] [City, State, Zip] Email: [Email Address]

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

_____

Art Vela, Date
Intermin City Manager

ATTEST:

_____

Sandra Calderon Date
Acting Administrative City Clerk

APPROVED AS TO FORM:
Slovak Baron Empey Murphy & Pinkney LLP

_____

John O. Pinkney 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 On-Call CEQA/NEPA 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:

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

a. In-person meetings and/or teleconferences.

b. Email updates/questions to applicant team and City while reviews are underway.

c. Conference calls.

IV. All work product is subject to review and acceptance by City. If the City determines that any work product is unacceptable, for any reason, it must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT "B"
SPECIAL REQUIREMENTS

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works," Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and Subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
>
> **Date_____ Signature_____**

12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including, without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates as attached as Exhibit C-1:

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-contractor labor, supplies, equipment, materials, and travel properly charged to the Services.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City in accordance with the schedule attached as Exhibit D-1.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

III. EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

Request for Proposal 24-096

City of Banning
On-Call CEQA/NEPA Services

April 1, 2025

Prepared by:
The Altum Group
44-600 Village Court, Suite 100
Palm Desert, CA 92260

Prepared for:
City of Banning
99 E. Ramsey Street
Banning, CA 92220

PLANNING | ENGINEERING | SURVEY | ENVIRONMENTAL | URBAN DESIGN

The Altum Group
44-600 Village Court
Suite 100
Palm Desert, CA 92260
(760) 346-4750

April 1st, 2025

Barbara Mason
Purchasing Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Subject: Request for Proposal #24-096 – On-Call CEQA/NEPA Services

Dear Mrs. Mason,

The Altum Group is pleased to submit our qualifications to provide CEQA/NEPA Environmental Consulting Services for the City of Banning. With over 15 years of local experience in Riverside County, Altum specializes in environmental planning, CEQA/NEPA compliance, and regulatory approvals throughout the Coachella Valley and greater Riverside County. Altum understands the intent of scope and is familiar with the requested services, Altum currently provides On-Call Environmental services for the City of San Jacinto, City of Beaumont, City of Palm Springs, and City of Menifee. Altum has reviewed and understands all elements of the RFP.

Our team offers expertise in preparing environmental documents such as Initial Studies, Mitigated Negative Declarations, Environmental Impact Reports, and technical studies for geotechnical, air quality, biological resources, cultural resources, and traffic impact analysis. We have successfully assisted local agencies with environmental permitting, compliance monitoring, and mitigation implementation, including projects funded locally or federally, ensuring full adherence to both CEQA and NEPA requirements.

Altum is committed to delivering high-quality, timely, and cost-effective environmental services to the City of Banning. We look forward to the opportunity to support your projects and contribute to the City's mission. We are willing to enter a contract upon agreeable terms and conditions prescribed in the City's provided Sample Agreement. Please feel free to contact us at (760) 346-4750 or Rich.Malacoff@thealtumgroup.com for questions regarding our qualifications.

Sincerely,

Stephen Nieto
Director Urban Planning + Land Development

Rich Malacoff
Principal Planner

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Appendix

Example Project Schedule
Resumes
Hourly Rates

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A. Statement of Understanding and Approach

A.1 – Statement of Understanding

The Altum Group understands the City of Banning's need for on-call environmental consulting services to ensure compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) for various private development projects. Our firm recognizes that the scope of work outlined in RFP 24-096 requires a comprehensive, efficient, and legally defensible approach to environmental review and documentation.

We acknowledge that our responsibilities under this contract will include, but are not limited to:

1. Preliminary Review

- Conducting early-stage assessments to determine the appropriate level of CEQA/NEPA review for proposed projects.
- Identifying whether a project qualifies for an exemption, negative declaration (ND), mitigated negative declaration (MND), or requires an Environmental Impact Report (EIR) or Environmental Impact Statement (EIS).

2. Preparation of Environmental Documents & Notices

- Developing Initial Studies, NDs, MNDs, EIRs, Findings of No Significant Impact (FONSI), and other CEQA/NEPA-related documents.
- Preparing all required public notices and filings, including Notices of Intent (NOI) and Notices of Determination (NOD), ensuring compliance with CEQA/NEPA regulations.
- Circulating NOI to all applicable parties as required by CEQA and NEPA.

3. Environmental Analysis & Findings

- Conducting thorough environmental analyses to determine whether a project causes significant environmental effects.
- Preparing comprehensive Environmental Impact Reports (EIRs) and Environmental Impact Statements (EISs) that meet all CEQA, NEPA, and City requirements.
- Identifying and analyzing significant impacts per CEQA and NEPA guidelines.
- Conducting a meaningful alternatives analysis with supporting data and impact comparisons.
- Developing project-specific mitigation measures that are enforceable, reasonable, and tied to specific implementation timelines.
- Applying sound reasoning and careful judgment in establishing thresholds of significance and making mandatory findings of significance.
- Identifying and categorizing direct, indirect, and cumulative impacts while developing appropriate mitigation measures.

4. Response to Public & Agency Comments

- Reviewing and responding to public and agency comments during the environmental review process to ensure clarity and compliance.
- Preparing revisions or clarifications to environmental documents as necessary to address stakeholder concerns.

5. Public Presentations & Hearings

- Attending and presenting at Planning Commission and City Council meetings, as needed, to explain environmental findings and recommendations.
- Providing expert testimony on environmental determinations, thresholds of significance, and mitigation measures.

Our firm is committed to providing the City of Banning with reliable, defensible, and high-quality environmental documentation that meets regulatory requirements and facilitates informed decision-making. We understand the importance of timely delivery, public transparency, and compliance with all applicable environmental laws and guidelines. Our experienced team is well-equipped to support the City with efficient, effective, and legally sound CEQA/NEPA services on an on-call basis.

A.2 – Implementation Plan

Our implementation plan follows a structured approach to ensure the efficient completion of CEQA/NEPA environmental reviews. Key Implementation Plan items are mentioned below.

Task Orders & Project Scoping

Upon receiving a task order from the City, Altum Group will initiate the project by conducting a comprehensive review of all relevant background information provided by the City and/or the project applicant. This initial review ensures a thorough understanding of the project scope, environmental setting, and regulatory requirements.

Following the review, Altum will develop a detailed scope of work and fee proposal that outlines:

- Specific tasks required to complete the environmental analysis, including any necessary technical studies.
- Project schedule, including key milestones, deadlines, and deliverables to ensure timely completion.
- Critical path tasks, identifying dependencies and potential constraints to maintain project efficiency.
- Coordination needs, specifying interactions with City staff, applicants, agencies, and stakeholders.
- Budget and resource allocation, ensuring cost-effective management of tasks.

Altum will then submit the scope and fee proposal to the City for review and approval. Upon approval, work will commence in accordance with the agreed-upon schedule, ensuring compliance with all CEQA/NEPA requirements and City expectations.

Proposed Method And Approach To CEQA/NEPA Documentation

The selected consultant may be required to prepare Initial Studies, MNDs, EIRs and other CEQA/NEPA documents and notices, as necessary. Altum's project team would use the following approach when selected for any CEQA/NEPA documentation assignment:

1. Altum's project manager and deputy project manager would prepare for and attend a kickoff meeting with City staff, scheduling the meeting, preparing an agenda and related meeting notes.
2. Review design plans and existing information prepared for a proposed project.
3. Conduct preliminary environmental reviews to determine the appropriate CEQA and/or NEPA document(s) to be prepared. *Note: Altum will review all materials provided by the City and determine the appropriate level of CEQA and/or NEPA analysis, and discuss our findings with City staff, prior to undertaking the preparation of a CEQA/NEPA document or any technical studies.*
4. Based on the results of items 1-3, conduct field visits and prepare technical reports of environmental issues as needed, including but not limited to:
   a. Biological Resources Assessments and Focused Surveys;
   b. Cultural Resources Assessments for both Archaeological, Paleontological Resources, and Historical Assessments performed by an Architectural Historian if structures are deemed to be potentially significant;
   c. Traffic Impact Assessments for new projects that generate operational trips and Traffic Construction Management Plans for temporary detours or proposed haul routes;
   d. Air Quality/Greenhouse Gas/Health Risk Assessments;
   e. Noise Assessments; and
   f. Geotechnical Studies.
5. If required our project team will prepare permit applications and coordinate with regulatory agencies including but not limited to the Regional Water Quality Control Boards (RWQCB) (Colorado River Basin), South Coast Air Quality Management District (AQMD), US Fish and Wildlife Service, California Department of Fish and Wildlife, Army Corps of Engineers, Bureau of Land Management, or the Bureau of Reclamation. If required, Altum staff has experience working with Native American tribes and the Bureau of Indian Affairs.
6. Based on the project description and the findings of any technical studies prepared for the project, prepare CEQA or NEPA environmental documentation for proposed projects including:
   a. CEQA Studies & Documents
      i. Categorical Exemptions (CE) – prepare the project description, findings, and conclusions under CEQA, and prepare the Notice of Exemption. Altum will

submit the Notice of Exemption to the Riverside County Clerk of the Board on behalf of the lead agency.

ii. IS/MND, or an Initial Study to focus on issues that would be addressed in an EIR – prepare detailed project description and analyze all impacts in Appendix G of the CEQA Guidelines compared to the existing conditions of the project site. Any required technical studies would be incorporated into the Initial Study.

iii. EIR – If a project is determined to have significant environmental impacts, Altum will prepare a Notice of Preparation (NOP) to be distributed as instructed by City Staff. Altum will prepare an EIR, covering all potential impacts in detail. The EIR will be prepared in compliance with CEQA Guidelines Section 15080 through 15097.

b. NEPA Studies & Documents

i. Categorical Exclusion (CATEX) – Used for projects that have no significant environmental impact and fit within pre-defined categories exempt from detailed review.

ii. Environmental Assessment (EA) – Evaluates whether a proposed project will have significant environmental effects; determines if further study (EIS) is needed or if a Finding of No Significant Impact (FONSI) can be issued.

iii. Finding of No Significant Impact (FONSI) – Issued when an EA concludes that a project will not have significant environmental impacts, avoiding the need for an EIS.

iv. Environmental Impact Statement (EIS) – Required for projects expected to have significant environmental impacts; includes a detailed analysis of impacts, alternatives, and mitigation measures.

v. Record of Decision (ROD) – Issued after an EIS is completed, documenting the final decision, selected alternative, and mitigation commitments.

7. Attend regular meetings and/or conference calls with agency staff, attended by appropriate Altum project team members depending on the project and specific environmental issues.
8. Public Hearings. Altum team members may be asked to attend community meetings, Scoping Meetings, Planning Commission, or City Council public hearings. For these meetings we would assist by providing presentation materials, and if requested, would facilitate meetings.

Project Management & Controls

We will assign a dedicated Project Manager to oversee all tasks, maintain clear communication with the City, and ensure regulatory compliance. Our team will conduct preliminary site reviews, environmental analysis, and technical studies as needed. We will prepare environmental documentation (IS/MND, EIR, FONSI, etc.), public notices, and stakeholder engagement materials while ensuring adherence to timelines. Our adaptable staffing approach allows us to scale resources based on project needs, ensuring timely and cost-effective environmental documents.

We provide excellent project management services, specifically for public agencies. Altum is dedicated to serving Clients in a manner that optimizes quality, provides expertise, excellent service and controls costs. We foster long term relationships and are committed to the success of each project. The accomplishments at Altum are largely attributed to having our project approach, management techniques, Quality Assurance/Quality Control (QA/QC), and our experienced professional project managers leading the team with a clear direction for each project. We have developed an effective, interactive approach with Client staff, project applicants, responsible agencies and the general public.

The Altum team is organized under a project manager who provides a centralized program for the project that is accountable for all aspects of work required. We will use our subcontract partners to augment our team as needed. Our Project Managers begin with the assignment of a task orders by the City and continue to provide oversight throughout project closeout. Our project management philosophy is founded on the fundamentals of communication, scheduling, and accountability. Each project is assigned staff specifically selected to meet the project needs. Our management approach includes project kickoff meetings and site visits, monthly progress meetings, weekly status update reports, preparation and tracking of the project schedule, written communications records of all meetings and conversations, tracking of key project milestones, and preparation of exhibits as needed for project meetings.

Altum's Quality Control Program

Altum keeps projects on time and on budget. Altum's quality control program is based on a company-wide sense of professionalism and dedication to excellence in everything we do. The preparation of project deliverables involves a continuous process of review at all levels to ensure accuracy, completeness, adherence to applicable standards of the governing agencies involved, and an overall high level of quality in our work product.

Altum and our team members are committed to our clients to deliver project documents whose quality meet or exceed the standards in the industry. For our team, quality is not just a priority, it is a core value. The QA/QC procedures will be prepared and implemented in accordance with our scope of work and will be consistent with company principles. The procedure will incorporate the approach of continuous review of products as they are developed and a series of formal review procedures enacted at preparation of major deliverables. The policies and procedures will provide documentation that deliverables meet all requirements of the scope of work. The review of deliverables needed to satisfy the QA/QC procedure is built into our proposed schedule.

QA/QC Goals

- Quality Control is an ongoing deliberate process, planned and carried out by staff members performing design services. Quality Control is based on the belief that:
- Quality Control should ensure that the work is done correctly the first time;
- Quality is achieved by focusing on preventing problems or errors rather than reacting to them;

- Quality is achieved by qualified individuals performing all work functions;
- Quality is achieved by providing proper training of staff and ensuring that all staff remain current on the knowledge and skills needed for their position utilizing ongoing in-house training;
- Quality is controlled through planning, coordination, supervision, and technical direction; proper definition and a clear understanding of job requirements and procedures; and the use of appropriately skilled staff; and
- Quality is verified through checking, reviewing, and monitoring of work activities, with documentation by experienced, qualified individuals who are not directly responsible for performing the work.

A.3 - Project Timelines & Schedule

We will develop a detailed project schedule for each City issue task order, below are expected timeframes for various phases during a CEQA/NEPA analysis. An example project schedule has been provided in the Appendix.

- Preliminary Review & Scoping (2-4 weeks)
- Environmental Analysis & Documentation (8-10 weeks for IS/MND; 9-12 months for EIR/EIS)
- Public Review & Comment Response (30-60 days, as required)
- Finalization of Environmental Documents (2-4 weeks)

We maintain scalable resource allocation, allowing us to adjust staffing based on project demand without affecting service quality or timeliness.

A.4 - Roles & Responsibilities

Altum Group and its subconsultants will be responsible for conducting all necessary environmental analyses, managing CEQA/NEPA compliance, addressing public and agency comments, and representing the City at public hearings and meetings. The City of Banning will provide project documents, review draft materials, and assist with stakeholder coordination.

<u>Altum Group and Subconsultant Responsibilities:</u>

- Conduct all technical studies and environmental documentation, including but not limited to air quality, noise, traffic, biological resources, and cultural resources assessments.
- Manage CEQA/NEPA compliance, filings, and public noticing, ensuring that all required documentation is submitted in accordance with state and federal regulations.
- Address and respond to public comments and agency concerns, incorporating relevant feedback into environmental documents to improve clarity and legal defensibility.
- Represent the City at Planning Commission and City Council hearings, as well as public meetings and stakeholder workshops, to present findings and answer questions as needed.

City of Banning Responsibilities:

- Point of contact with project applicant.
- Provide access to project files, plans, and relevant documents to facilitate environmental analysis and document preparation.
- Review and approve draft documents and public notices before circulation to ensure alignment with City objectives and regulatory compliance.
- Assist in stakeholder coordination, including outreach to local agencies, community groups, and tribal representatives when necessary.

B. Company Information

B.1 – Firm Overview

The Altum Group is a multidisciplinary consulting firm with extensive expertise in environmental planning, CEQA/NEPA compliance, GIS, civil engineering, surveying, and project management. With over 15 years of experience serving public agencies throughout the Coachella Valley and Riverside County, we provide comprehensive environmental consulting services tailored to meet regulatory requirements and project objectives. Our team specializes in preparing environmental impact reports, initial studies, exemptions, technical analyses, and mitigation strategies to support sustainable development and infrastructure improvements.

Altum's staff includes highly skilled environmental planners, scientists, engineers, and GIS specialists with a deep understanding of state and federal environmental regulations. Our experience encompasses a wide range of projects, including wastewater infrastructure, resource management, land development, and public works, ensuring compliance with CEQA, NEPA, and other regulatory frameworks. We are adept at coordinating with local, regional, and state agencies to facilitate efficient project approvals while minimizing environmental impacts.

We offer a strong track record in managing environmental review processes for private development, ensuring timely and cost-effective compliance. Our firm is equipped to support the City's ongoing and future projects by delivering thorough environmental documentation, permitting assistance, and regulatory coordination. We are committed to providing high-quality, responsive, and solutions-oriented environmental consulting services to help the City of Banning achieve its goals efficiently and responsibly.

We appreciate the opportunity to submit our qualifications and look forward to the possibility of collaborating with the City of Banning to facilitate environmentally responsible development projects.

Why Altum?

The answer is rooted in our values, experience, and willingness to go the extra mile to make sure your project receives the best possible service and attention. The Altum Team is a dedicated team of professionals and we have the experience to perform the tasks necessary to assure successful project analysis. The Altum Team has adequate professional staff who will be assigned to each project based on the project needs and said staff will be dedicated to the project through completion. The Altum Team has an excellent reputation for success and professionalism as can be attested by our references offered in this proposal. The Altum Team believes in providing outstanding service to the best clients on the best projects. We begin with the end goal in mind.

- Team of Experts
- Local Knowledge
- 300+ Projects Served
- 700 years of Combined Experience
- Solid Reputation
- Focus on Client Success
- Creative Solutions
- Collaborative Approaches
- High Quality Deliverables
- Outstanding Services
- Timely Project Completion

	The Altum Group
Year Founded	2009
Type	S Corporation (CA)
Offices	Headquarters – Palm Desert, CA
Staff	17 Employees

C. Company Personnel

C.1 - Key Altum Staff Members

We have included a robust project team that is adequately staffed and trained to successfully complete any CEQA/NEPA environmental assignments. Shortened staff biographies are shown below, full biographies are included in the appendices.

Stephen Nieto, MA - Director of Urban Design + Land Development

Role: *Proposal and Contract Manager*
Email: Stephen.Nieto@thealtumgroup.com
Phone Number: 760-346-4750

As a land development professional, Stephen has a strong background in entitlements, CEQA, and regulatory approvals. He has successfully navigated complex land use, environmental review, and permitting processes, guiding projects through environmental assessments, agency negotiations, and discretionary approvals. His ability to balance regulatory requirements, stakeholder coordination, and development objectives ensures efficient project execution.

Stephen earned a Master's degree in Architecture & Urban Design from UCLA in 2009 and has since worked with leading Los Angeles-based design firms, including AECOM and Gensler. In 2017, he joined South West Concepts, a La Quinta-based architecture firm, as a senior designer and project manager for multi-family, retail, and commercial projects. In 2019, he was appointed to the Planning Commission for the City of La Quinta, and in 2020, he joined The Altum Group, where he leads the firm's Urban Design, Planning, and Environmental practice.

Rich Malacoff, AICP - Principal Planner

Role: *Project Manager & Environmental Planner*
Email: Rich.Malacoff@thealtumgroup.com
Phone Number: 760-346-4750

Mr. Malacoff has over 30 years of experience in land use planning and environmental impact analysis in Southern California. He brings a high level of planning and design knowledge and understanding to the project team through his work for the Cities of Redlands, Cathedral City, Desert Hot Springs, and the Caltrans District 08 Planning Department. Mr. Malacoff uses his municipal experience to ensure projects are processed correctly and expeditiously. At Altum he oversees Planning and Entitlement assignments for private development clients and works as the go-between for City inquiries. In addition, he has provided contract planning services to the City of Redlands at various times based on his ability to understand the City and provide excellent customer service. Mr. Malacoff possesses a high level of CEQA knowledge and understanding through his work providing oversight for CEQA documents, his assistance with review of developer-provided studies, and his development of mitigation monitoring and reporting programs. He managed major projects including institutional, residential, commercial, and industrial developments for several Inland Empire cities. His most recent municipal experience includes work on the Two Bunch Palms Specific Plan EIR Addendum and Desert Land Ventures Specific Plan EIR for the City of Desert Hot Springs, and the Dutch Bros

Coffee IS/MND and Church at the Red Door Specific Plan IS/MND for the City of Indio.

Shellie m. Zias-Roe, PH.D., AICP-CEP – Senior Environmental Planner

Role: *QA/QC*
Email: Shellie.zias-roe@thealtumgroup.com
Phone Number: 760-346-4750

Mrs. Zias-Roe has over 14 years of experience in environmental policy, CEQA/NEPA documentation, management, and sustainable development. She excels in forging partnerships with federal, state, and local resource agencies and preparing data-driven regulatory reports and permits. Currently an Assistant Professor at the University of Redlands, Mrs. Zias-Roe has also served as an Environmental Planner for the County of San Bernardino. With vast knowledge in environmental planning, Mrs. Zias-Roe provides QAQC for environmental documents. As an environmental scientist and certified urban and environmental planner, she is passionate about the environment and education. She seeks projects that protect the environment while enhancing community health and well-being.

A commitment to scholarly inquiry led Mrs. Zias-Roe to earn a Ph.D. in Sustainability Education from Prescott College, where she explored fields such as biophilia, civic and human ecology, natural resource management, and environmental impact assessment. Her previous projects include preparing and reviewing technical environmental documents for internal consistency, conducting alternatives analyses, performing industry-related research and statistical calculations, and preparing CEQA documents for the Red Hill Bay Wetlands Restoration Project and Salinity Gradient Solar Ponds at the Salton Sea.

Madeline Luke – Associate Planner & Environmental Planner

Role: *CEQA/NEPA Planner, GIS and Graphics*
Email: Madeline.Luke@thealtumgroup.com
Phone Number: 760-346-4750

Madeline Luke is an assistant planner with a background in planning and environmental documentation. Madeline received a Bachelor of Science in Sustainable Business and Environmental Studies from the University of Redlands. Her experience includes work on housing, recreation, energy, and commercial projects requiring analysis under CEQA/NEPA. In addition to conducting technical analysis, Ms. Luke is skilled at preparing the exhibits and mapping for projects through GIS and other graphic software. She has experience preparing analysis for technical issue areas and preparing and circulating required public noticing. Previous projects include preparing IS/MND, Categorical Exemptions, coordinating with technical environmental consultants for a variety of projects including single and multi-family projects, commercial, industrial, and recreational projects.

C.2 – Subconsultants Firm Overview

For this contract with the City of Banning, we have brought on several subconsultants to provide technical expertise on required issue areas for environmental documentation (CEQA/NEPA) services if required. We have worked with every firm listed on this contract and are confident in the level of expertise they will provide on task orders. Altum staff prides itself on successful teamwork and communication between staff members and sub-consultants which lead to successful completion of the project in a timely manner.

- **South Environmental** – Biological & Cultural Resources
  - Contact Info - 2061 N Los Robles Ave., #205, Pasadena, CA 91104; (303) 818-3632, Mathew South, msouth@southenvironmental.com
- **MD Acoustic** - Air Quality/GHG/Energy and Noise Analysis
  - Contact Info - 1197 Los Angeles Ave, Suite C-256, Semi Valley, CA 93065; (805) 426-4477, Mike Dickerson, mike@mdacoustics.com
- **Earth Systems** - Hazards and Geotechnical Analysis
  - Contact Info - 79-811 B Country Club Drive, Bermuda Dunes, CA 92203; (951) 928-9799, Kevin Paul, kpaul@earthsystems.com
- **Integrated Engineering Group (IEG)** - Transportation/Traffic Analysis
  - Contact Info - 23905 Clinton Keith 114-280, Wildomar, CA 92595; (951) 239-1546, George Ghossain, george@intengroup.com

South Environmental

Consultant Work Relationship 1 year

Founded in 2018 in Pasadena, California, South Environmental LLC is a certified Disadvantaged Business Enterprise (DBE), Woman-Owned Business Enterprise (WBE), and Small Business Enterprise (SBE) specializing in natural and cultural resources consulting in Southern California. We provide architectural history, archaeology, biology, arboricultural, and paleontological resources consulting services.

Established as a partnership between Cultural Resources Director Samantha Murray and Principal Biologist Matthew South, our in-house team of specialists provides the full suite of cultural and natural resources compliance services. We help our clients navigate federal, state, and local regulatory and permitting processes, from small-scale private development projects to large-scale infrastructure and energy projects. We provide technical studies and compliance documentation to satisfy the regulatory requirements of the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) and work closely with federal and state permitting

agencies such as the U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), and the State Regional Water Quality Control Board (RWQCB).

South Environmental uses the latest technologies and best science available to further the conservation and preservation of natural, cultural, and paleontological resources in California while helping our clients obtain their project goals and objectives. We offer the following major service categories:

Cultural Resources Services including architectural history and historic built environment resource significance evaluations, historic preservation, stakeholder engagement, historic context statements, intensive-level archaeological surveys and technical reports, and tribal cultural resources services.

Natural Resources Services include preparation of biological resource assessments and impacts analyses, wetland delineations, special-status species surveys, and conservation planning. We also offer arborist services including tree inventories, surveys, risk assessments, and tree permitting services.

Paleontological Resources Services include paleontological resource assessments, surveys, and construction monitoring, as well as fossil salvage, identification, preparation, and curation.

GIS and Data Science Services include database construction and management, mobile data collection, mapping, web applications, and spatial data creation and analysis.

MD Acoustics

Consultant Work Relationship 4 years

MD Acoustics, LLC provides acoustical consulting services for all facets of noise/vibration engineering audio control and air quality/greenhouse gas evaluations. Located in Simi Valley, CA their clients range from the aerospace industry to municipalities to private land developers. In addition to noise/vibration consulting services, MD Acoustics incorporates engineering expertise and professionalism with innovative problem solving. MD Acoustics has the ability to assess a wide span of air/noise/vibration issues. MD Acoustics personnel and partners are recognized leaders in the field of acoustics and air quality/greenhouse gas impact assessments.

Integrated Engineering Group (IEG)

Consultant Work Relationship 7 years

Integrated Engineering Group (IEG) is a certified California small business designated engineering firm that represents the best in Transportation Planning and Engineering consulting services with over 19 years of staff professional experience. They provide transportation consulting services including but not limited to preparation of General Plans and Community Plans Circulation Elements, Mobility and Multi-modal Studies on neighborhood and community scales, Parking Studies, and Transportation Impact Analysis. IEG is committed to providing first class transportation consulting services and takes great pride in forming lasting relationships with clients, always striving for excellence, often exceeding expectations. Their staff are the most qualified and experienced in the transportation planning and engineering field and partake in continuing education regularly to be consistently up to date on any changes in the transportation industry.

Earth Systems Pacific

Consultant Work Relationship 7 years

Since 1969, Earth Systems Pacific (Earth Systems) has provided a full range of expert services in the fields of geotechnical engineering, engineering geology, geophysical surveys, environmental assessments, construction monitoring, and materials testing and inspection. Earth Systems has been consistently named in Engineering News-Record as being among the top 500 engineering/design firms in the nation. Earth Systems maintains 11 offices in California. This structure enables them to integrate the advantages of local knowledge of geotechnical and geologic conditions with a wide base of professional and technical expertise.

Earth Systems has built a reputation for providing thorough and professional geotechnical, geologic, and construction inspection services throughout California. In southern California, most of their engineering and geology professionals have lived and worked in this region for over 30 years, thus gaining an unparalleled knowledge of local geologic and geotechnical conditions.

Geotechnical, special inspection, and materials testing services offered by Earth Systems include, but are not limited to the following: Geotechnical sampling and testing of soils; Sampling and testing of materials associated with sidewalk and pavement construction and rehabilitation including new construction, overlays, recycled materials, and stabilization of poor subgrade conditions; Evaluation of acceptability of and conformance of construction materials with project plans, specifications, and Caltrans requirements; Sampling of potentially contaminated soils and testing for hydrocarbons, other petroleum products, and lead; Sampling and testing of asphalt concrete; Batch plant inspection of asphalt, concrete and grout; Special inspection of concrete, masonry, and steel; and Testing or inspection of fabrics or other various construction materials.

C.3 – Subconsultant Key Staff Members

Mathew South – Principal Biologist – South Environmental

Matthew South founded South Environmental in 2018. He is a certified wildlife biologist with over 18 years of professional experience providing natural resources consulting services for a wide variety of clients that include residential, commercial, government, utility, infrastructure, research, and non-profit projects. For the last 15 years, Mr. South has been an environmental consultant in southern California acting as a Wildlife Biologist and Geographic Information System (GIS) Analyst. In early 2018 he started South Environmental and has since been supporting clients in Los Angeles, Ventura, Santa Barbara, San Bernardino, and Riverside Counties.

Mr. South's background in ecology has led to a passion for conservation planning and resources assessments for the purpose of preservation and management. The integration of the latest technologies such as advanced GIS systems, mobile computing, and drone sensing allows him to innovate new data collection, analysis, and collaboration tools for the environmental sciences that produce more accurate data and better-informed resource managers.

Kevin Hunt, Principal Archaeologist – South Environmental

Kevin Hunt is a cultural resources management professional with more than 30 years of experience in California with specific expertise in the cultural resources requirements of the California Environmental Quality Act (CEQA), CEQA-Plus, National Historic Preservation Act (NHPA), and National Environmental Policy Act (NEPA). His responsibilities include the management and preparation of cultural resources studies, Native American scoping and consultation, and quality assurance and quality control for cultural resources documents. Mr. Hunt draws from his experience and training to ensure that all projects consider the full spectrum of cultural resources including archaeological, historic built environment, and tribal cultural resources. He is an expert in Native American consultation and has strong working relationships with California tribes and Native American consultants. Mr. Hunt coauthored and instructed a Native American monitor training course at the Cahuilla Reservation in 2005. Mr. Hunt also served on the City of Oceanside's Historic Preservation Advisory Commission from 2020-2023, when he moved out of the city.

In addition to experience with cultural resources, Mr. Hunt has managed multidisciplinary projects that included biological and paleontological resources services. Mr. Hunt has conducted paleontological monitoring and salvage and is approved by the County of Orange as a paleontologist and the City of San Diego as a paleontological monitor.

Samantha Murry, MA, RPA – Cultural Resource Director – South Environmental

Samantha Murray is the cultural resources director and archaeological principal investigator at South Environmental with over 18 years' experience in all elements of cultural resources management, including project management, archaeology and architectural history studies, and significance evaluations in consideration of the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), and local-level designation criteria. Ms. Murray has conducted thousands of Phase I archaeological studies, historical resource evaluations, and has developed detailed historic context statements for a multitude of property types and

architectural styles. She has also provided expertise on numerous projects requiring conformance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

Ms. Murray meets the Secretary of the Interior's Professional Qualification Standards for both Archaeology and History. She is experienced managing multidisciplinary projects in the lines of private development, transportation, transmission and generation, federal land management, land development, and state and local government. She is an expert in preparation of cultural resources compliance documentation for projects that fall under the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and Sections 106 and 110 of the National Historic Preservation Act (NHPA). Ms. Murray has also served as an expert witness in legal proceedings concerning historical resources under CEQA and local ordinance protection.

Justin Strauss, M.S. – Principal Paleontologist – South Environmental
Justin Strauss is a paleontological resources professional with over 23 years of experience in paleontology and biology. He is a qualified professional paleontologist, specializing in CEQA, PRPA, and NEPA requirements. Justin has managed paleontological surveys, salvage, and monitoring programs across multiple states, training monitors in proper excavation and handling techniques. With a strong knowledge of geology and animal anatomy, he excels in identifying fossil remains, creating maps, and using GIS and GPS to document paleontological sites. He has extensive experience in fossil excavation, from small rodent teeth to large dinosaur bones.

Mike Dickerson, INCE, Principal – MD Acoustics
Mike Dickerson has a passion for the science of sound and vibration and has worked professionally in acoustical engineering since 2002. He received his Bachelor of Science degree in Physics, emphasizing in acoustics from Brigham Young University in Utah. He is currently a member of the Institute of Noise Control Engineers (INCE). Motivated by professional growth and opportunity, Mr. Dickerson formed his own acoustical engineering firm, MD Acoustics in 2012. Mr. Dickerson's versatile experience includes leading and assisting in the design and review of many facets of acoustical engineering and air quality projects, including but not limited to: air/noise assessments, ceiling/floor assembly design, architectural design, acoustical product design, vibration analysis and noise mitigation strategies. He has successfully completed over 4,200 acoustical/air quality assessment reports for various engineering companies, municipalities and other agencies (both public and private). His strategic project planning and cost-effective management solutions enabled him to excel in the field of Acoustics and project management.

George Ghossain, P.E., MSCE, MPA - Principal Engineer - IEG
Mr. Ghossain is a principal engineer at Integrated Engineering Group (IEG) with over 13 years of experience in the public sector and seven years in the private sector. During his professional years in the public sector, George had the opportunity to review, manage and lead large scale and complex projects where he developed the vision and technical approach needed to successful complete projects. Additionally, he took a lead role in the development and implementation of a successful partnering commitment between various department within the organization and with

other regional regulatory agencies such as SANDAG, Caltrans and MTS. As a consultant, George developed an extensive experience in the preparation of parking studies and transportation planning studies for general plans, community plans, specific plans and large scale private developments. He also prepared mobility and multimodal studies to balance all modes of transportation on neighborhood and community scales.

Kevin Paul, PE, GE - Principal Geotechnical Engineer/Project Manager – Earth Systems

Mr. Kevin Paul, PE, GE, has been the geotechnical engineer for numerous public works projects for jurisdictions throughout southern California, including bridges, roadways, water and sewer supply and infrastructure, and buildings. As principal geotechnical engineer, he provides direct geotechnical engineering oversight. He is directly involved in the development of project scopes and proposals, coordination and preparation of project teams, direction of fieldwork, personnel and equipment, laboratory testing and analysis, and report preparation. He serves as the Engineer-of-Record for Earth Systems' Bermuda Dunes and Perris materials testing laboratories for AASHTO and Cement and Concrete Reference Laboratory (CCRL) accreditation, California Department of Transportation (Caltrans) certified laboratory, and Division of State Architect (DSA Laboratory Evaluation and Acceptance (LEA) programs.

Mark Spykerman, PG, CEG, CHG – Earth Systems

As a principal engineering geologist with Earth Systems, Mark Spykerman is responsible for evaluation of the impact of geologic and hydrologic conditions upon proposed developments. Certified by the State of California as a professional geologist, engineering geologist, and hydrogeologist, Mr. Spykerman has over 40 years of experience on public works projects, authoring hundreds of reports that have been reviewed and approved by the California Geologic Survey (CGS). He has been responsible for oversight and management of large-scale field operations, including managing, training, and mentoring staff. Mr. Spykerman's areas of expertise include geologic hazards assessments, seismic analysis, fault investigation, analysis of liquefaction and lateral spreading, rockfall and slope stability evaluation. He is thoroughly familiar with the requirements of California Code of Regulations (CCR) Title 24, the California Building Code (CBC) and the California Geological Survey's (CGS) Note 48 Checklist. Geologic analyses are performed in accordance with the CGS guidance document Special Publication 117A for earthquake and landslide hazards. Mr. Spykerman received his Bachelor of Science degree in Geology from California State University Fresno.

Alexander Schriener JR., PG -Environmental Geologist

Mr. Schriener has over 40 years of experience as an alternative energy, natural resource and environmental geologist. He is experienced in all phases of environmental assessment from project scoping, field investigation, data analysis, and site remediation, and post-study consultation. His project experience includes preparation of Phase I and Phase II Environmental Site Assessments (ESAs), and Initial Site Assessments (ISA). Mr. Schriener has expertise in geothermal resources, including exploration, well-drilling, development, and resource

management. He obtained a Bachelor of Science degree in Geology from the University of Washington, and a Master of Science degree in Geology from Oregon State University.

C.4- Licensing Compliance Statement

The Altum Group affirms that our firm and all assigned key professional staff are properly licensed and qualified to practice in the State of California. Our team includes CEQA/NEPA specialists, environmental planners, biologists, air quality analysts, and noise consultants, all of whom meet the necessary state and federal regulatory requirements to perform environmental consulting services. We ensure that all personnel assigned to this contract hold the appropriate certifications, licenses, and professional credentials required to conduct technical analyses, prepare environmental documents, and provide expert recommendations in compliance with CEQA, NEPA, and other applicable laws and regulations.

D. Disclosure Statement

Altum Group acknowledges that we have had a past business relationship with Mr. David A. Newell, AICP, Director of the Community Development Department for the City of Banning. This relationship stems from Altum Group's current on-call CEQA/NEPA contract while Mr. Newell was employed with the City of Palm Springs.

We want to emphasize that this previous relationship does not impact our ability to provide unbiased and objective services for the City of Banning. Altum Group is committed to transparency and compliance with all City policies and guidelines throughout the course of any work provided to the City.

E. Experience and References

E.1 - CEQA/NEPA Consulting Experience

Altum's planning and environmental team has successfully completed numerous environmental documents together for both public and private clients as required by CEQA and NEPA. Our staff have a strong understanding of these requirements and have prepared environmental documents for more than 150 individual projects to date. This includes preparing IS/MNDs and EIRs for residential, commercial, and mixed-use developments; solar and wind developments; large master plans and specific plans; general plan amendments; rezoning projects; and parks and recreation projects.

Our environmental studies are prepared to fully comply with government guidelines and regulations. These studies address potentially significant environmental impacts of a proposed project and outline mitigation measures to reduce those impacts.

Altum provides a qualified, experienced, and efficient team who prepares high quality, legally-defensible environmental CEQA and NEPA documents and technical studies with simple and concise language. Our environmental studies are prepared to fully comply with government guidelines and regulations. These studies address potentially significant environmental impacts of a proposed project and outline creative mitigation measures to reduce those impacts. Three technical firms are included on our team in this proposal and will provide detailed analysis for key issue areas of impact analysis (i.e., Geotechnical, Traffic, Air Quality and Greenhouse Gas Emissions) and will assist with preparation of any technical studies required by the City. Collectively, our team is fully capable of addressing each of the issue areas of impact analysis contained in the Appendix G checklist of the CEQA guidelines and will provide the City with a sound and technical environmental analysis.

E.2- Recent Environmental Documents

City of Palm Springs On-Call Environmental Assessment (CEQA) Services

The Altum Group was awarded a contract by the City of Palm Springs to provide CEQA documentation services for various private and public sector development projects located throughout the City. Projects range from significant resort hotels with adjoining retail, recreation, and residential components to single-family subdivisions. Studies anticipated include Initial Studies, Negative Declarations, Mitigated Negative Declarations or Environmental Impact Reports as well as a variety of technical studies (Air Quality/GHG, Noise, Biological Resources, Cultural Resources, and Traffic). Recent environmental analysis prepared for Palm Springs includes:

- First Palm Springs Commerce Center EIR (On Going Project)– EIR analyzing two (2) separate warehouse buildings. Building 1 totaling1,516,174-square feet including office space, with 258 truck trailer docks, and 929 parking spaces for cars and trucks. Building 2 includes 388,530- square feet including office space with 42 truck trailer docks, and 302 parking spaces for cars and trucks. The proposed project will connect to existing infrastructure to provide electricity, water, natural gas and a sanitary sewer line via connections from North

Indian Canyon Drive. The project site occupies approximately 91.97 acres west of Indian Canyon Drive and south of 18th Avenue in the City of Palm Springs, Riverside County, CA. The EIR is currently in its final drafting stages with a completion date set for May of 2025.

- Desert AIDS Medical Campus IS/MND - IS/MND examining an expansion to the Desert AIDS medical offices/facilities in the City of Palm Springs. The project includes construction of an 18,500 square foot Pavilion, site and landscaping improvements to the existing campus, and the construction of 61 special needs affordable housing units on a 13.2-acre site. The project included peer reviews of several applicant provided technical studies prior to inclusion in the IS/MND.
- 2700 East Alejo Road IS/MND – IS/MND examining a Change of Zone, General Plan Amendment, and Tentative Tract Map. The project includes the subdivision of a 2.53-acre site into eight (8) parcels for future single-family residences.
- Casa Verona IS/MND – IS/MND examining a proposed Change of Zone to rezone a 6.44-acre vacant parcel, and a Tentative Tract Map subdividing the parcel into 31 individual lots for single-family homes.
- Desert Flower Farms Project IS/MND – IS/MND and technical report peer review for a cannabis cultivation, Type 6 manufacturing, and distribution facility.

Encanto Single Family Subdivision – IS/MND Approved

The Encanto project consists of 111 single-family homes with attached accessory dwelling units ADU's on 81 of the units as well as associated site improvements on a currently vacant 19.2 acre property (APN 779-360-001) located in the City of Coachella, Riverside County, California. The Project site is located west of Van Buren Street, 1,000 feet north of 51st Avenue, and 600 feet to the south of 52nd Avenue. The development proposes 4,500 square foot minimum lot sizes and includes 111 residential units, on-site landscaping, interior roadways, open space, and on-site retention basin on the east portion of the site. The Altum Group was the lead consultant for survey, planning, civil engineering, and environmental services.

Thermal Community Park – IS/MND - Approved

The Altum Group prepared an Initial Study/Mitigated Negative Declaration (IS/MND) for the 9.8-acre Thermal Community Park in unincorporated Riverside County. The environmental analysis evaluated potential impacts associated with utility improvements, including new water and sewer infrastructure to support park facilities such as restrooms, a splash pad, and a pond. The study also assessed stormwater management, ensuring proper drainage and flood prevention. Mitigation measures were implemented to minimize construction-related impacts on water quality, utility services, and cultural impacts to ensuring compliance with CEQA and local regulations.

Maverik Fuel Station ISMND in Desert Hot Springs – Approved

The Altum Group prepared an IS/MND for an 18-pump fuel station and 9,084-square-foot convenience store in Desert Hot Springs. The environmental analysis examined potential impacts from both the new commercial development and its associated infrastructure improvements. The

study addressed water demand, wastewater disposal, and drainage impacts, ensuring the site's utility connections met city standards. Additionally, the analysis evaluated potential effects on groundwater quality, air emissions, and traffic circulation, incorporating mitigation measures to reduce environmental impacts.

L&G Market Expansion Project – CATEX32 – Approved

For the expansion of L&G Market in the City of Indio, The Altum Group completed a CEQA Categorical Exemption (CATEX 32), evaluating the environmental impacts of the new commercial development alongside necessary infrastructure improvements. The project, which included eight new fuel pumps, a convenience store, and additional retail spaces, was analyzed for its effects on public utilities, stormwater runoff, and local traffic patterns. The study confirmed that the expansion would not overburden existing water and sewer infrastructure and outlined best management practices to mitigate minor environmental effects.

Cahuilla Hills Park Improvements – NEPA Categorical Exclusion/ERR

The Altum Group prepared a NEPA CATEX ERR for the City of Palm Desert. The project is federal grant funded project for park improvements. The improvements will add ADA accessible parking and walkways as well as lighting along walkways for an existing public park in the City of Palm Desert.

E.3 REFERENCES

The Altum Group is proud of the strong relationships we have formed with both our Public and Private Clients over the years. Our work ethic and dedication to each individual project are represented by our repeat clients and powerful references. We are pleased to be able to provide references who will attest to our knowledge of planning services.

Glenn Mlaker, AICP Associate Planner City of Palm Springs 3200 E. Tahquitz Canyon Way Palm Springs, CA 92262 (760) 323-8245 glenn.mlaker@palmspringsca.gov *Project: On-Call CEQA Services - 2020-2025*	**Shawn Muir** Community Services Manager City of Palm Desert 73510 Fred Waring Drive, Palm Desert, CA 92260 (760) 776-6481 smuir@palmdesert.gov *Project: Contract Cahuilla Hills Park CatEx ERR – 2023-2024*	**Sandra Molina** Deputy Director of Development Services City of Cathedral City 68700 Avenida Lalo Guerrero Cathedral City, CA 92234 (760) 202-2433 smolina@cathedralcity.gov *Project: Rosemount Storage IS/MND - 2022-2024*

Appendix

Example Project Schedule

Example Task List and Project Schedule

Below is an example EIR task list and project schedule for a recent large warehouse project in Palm Springs, CA. This schedule is designed to align with the client's and lead agency's timeline requirements. It assumes that the EIR drafting through public circulation can be completed within eight months from project kickoff, with the Final EIR and Public Hearings completed within 11 months. This timeframe is contingent on prompt reviews and circulation of materials by City staff to maintain progress and meet key project milestones.

First Desert Commerce Center EIR

Proposed Schedule

	Task	Altum/Sub Timeframe	City Timeframe	2023			2024								
				October	November	December	January	February	March	April	May	June	July	August	September
Task 1	**Project Kickoff/Initiation**														
1.1	Kickoff Meeting	1 Day													
1.2	Project Description	1 Week	1 Week												
Task 2	**Technical Studies**														
2.1	Air Quality/GHG/Energy Impact Analysis	2 Weeks													
2.2	Noise Study	2 Weeks													
2.3	Transportation Screening Analysis	6 Weeks													
2.4	Water Supply Assessment	4 Weeks	2 Weeks												
Task 3	**Initial Study/Notice of Preparation**	4 Weeks	2 Weeks												
	Public Review	30 Days													
Task 4	**Scoping Meeting**	1 Day													
Task 5	**Administrative Draft EIR**	8 Weeks	4 Weeks												
Task 6	**Public Review Draft EIR**	2 Weeks													
	Public Review	45 Days													
Task 7	**Final EIR**	4 Weeks	2 Weeks												
Task 8	**Public Hearings (2 total)**	1 Day													
Task 9	**Project Management and Coordination**	Ongoing													

- The Altum Group
- Subconsultants
- City of Palm Springs
- Public Review
- Project Team Meeting
- Public Meeting

Appendix

Project Team Resumes

TheAltumGroup
Strive Higher

Stephen Nieto

Director of Urban Design + Land Development

Education:

Master of Architecture, UCLA Architecture and Urban Design, 2009

Bachelor of Architecture, California State Polytechnic University, Pomona, 2008

National Technological University Athens, Greece, 2006

Associations:

Palm Springs Art Museum Advisor to the Buildings + Grounds Committee, 2024-Current

City of La Quinta Planning Commissioner, 2019-Current

American Institutes of Architects, Assoc. 2012-2022

The Urban Land Institute, 2017-Current

Friends of Park 101, Board of Directors 2013-2017

Awards:

Palm Springs Life 40rty Under 40rty, 2022

AIA Los Angeles 2x8 Award 2010 and 2008

Qualifications:

Stephen Nieto has extensive experience in international and domestic large-scale master planning, urban design, and architectural projects. His expertise spans both public and private sectors, focusing on creating implementable master plans, mixed-use developments, single-family and multi-family communities with an emphasis on human-scale design, sustainability, and pedestrian-oriented environments. He brings a deep understanding of contextual design and placemaking to each project, ensuring seamless integration with the surrounding urban fabric.

As a land development professional, Stephen has a strong background in entitlements, CEQA, and regulatory approvals. He has successfully navigated complex land use, environmental review, and permitting processes, guiding projects through environmental assessments, agency negotiations, and discretionary approvals. His ability to balance regulatory requirements, stakeholder coordination, and development objectives ensures efficient project execution.

Stephen earned a Master's degree in Architecture & Urban Design from UCLA in 2009 and has since worked with leading Los Angeles-based design firms, including AECOM and Gensler. In 2017, he joined South West Concepts, a La Quinta-based architecture firm, as a senior designer and project manager for multi-family, retail, and commercial projects. In 2019, he was appointed to the Planning Commission for the City of La Quinta, and in 2020, he joined The Altum Group, where he leads the firm's Urban Design, Planning, and Environmental practice.

Project Experience:

Urban Design and Land Planning

Valley Center Mixed Use Project Specific Plan, Cathedral City, CA

Mr. Nieto provided Due Diligence services required for the development of The Valley Center Project. The proposed project is located on approximately 600 acres on Varner and Date Palm Drive in the City of Cathedral City. Mr. Nieto worked closely with the Client to prepare a Conceptual Land Use Plan for the subject property that attempted to yield the Client's lot count and intensity/density desires. The Plan was based on the proposed land uses allowed under the North City Specific Plan and other relevant agency zoning requirements. Two bubble concepts were developed for client's consideration and the final plan was prepared to scale, in color and printed in large format. The intent of these illustrations was to facilitate discussions with team members, City of Cathedral City representatives, and other civic leaders.

The Classic Club Master Plan and Northstar Specific Plan, Riverside County, CA

Mr. Nieto is the lead planning team for the Classic Club Master and the Northstar Specific Plan, a 500+ acre mixed-use long range plan that surrounds an existing award winning 18 hole Classic Club Golf Course. The master plan includes a variety of uses from recreational open space, multi-family, commercial, industrial, hospitality, sport, and entertainment uses. Mr. Nieto recently lead a specific plan amendment to allow for a 295,000 SF Arena & Event Center as well as hospitality and multi-family uses. Planned development throughout the master plan in addition to the newly proposed arena are designed to be connected with a network of pedestrian and bike paths to promote walkability and non-vehicular transportation. At full build the Classic Club will become a beacon for leisure, hospitality, sport, and entertainment in the Coachella Valley.

Glazcon Industrial Park Master Plan, Palm Desert, CA

Mr. Nieto is the Project Manager and Urban Designer for this project involving the development of approximately 90,000 square feet of manufacturing and industrial uses within the Millennium Specific Plan area of Palm Desert. The project requires processing the entitlement package to allow for zoning updates to the City's General Plan and a finding of consistency with the outline of the Millennium Specific Plan. As part of the entitlement application, Mr. Nieto prepared several conceptual site plans to highlight potential layouts for the eight (8) industrial buildings.

Vista Chino/Gene Autry Mixed Use Development Entitlements, Palm Springs, CA

Mr. Nieto is the Project Manager for a mixed-use project designed to promote walkability between the residential and commercial uses in an area of Palm Springs that is typically served by automobiles. The includes a grocery store, coffee shop, gym, and car wash all within walking distance of the resident apartments within the complex. Mr. Nieto recently oversaw the Planned Development District Justification Letter for the City. Once approved, the project will move into the entitlement phase with Mr. Nieto providing oversight and management of civil plans and environmental documentation.

Thermal Airport Conceptual Master Plan, Riverside County, CA

Mr. Nieto is serving as the lead Urban Designer for this unique development project located at the Southeast corner of Airport Blvd and Tyler St in Thermal, near the Jacqueline Cochran (Thermal) Airport. This development caters to the existing users of the Thermal Airport providing a variety of indoor and outdoor amenities to travelers visiting the Coachella Valley for pleasure and for business. The Master Plan is focused on developing a pedestrian-oriented framework and open space design that will foster a unique environment, rich with dense palm groves, landscaping, outdoor shaded seating areas, open spaces, and plazas suitable for corporate or private events. Due to the project location, this development has the opportunity to rethink the concept of a mixed-use aviation business park and has the opportunity to become a new "Front Door" or "Gateway" for the Thermal Airport.

Vista del Norte Preliminary Program, Conceptual Bubble Land Use Plan, & Conceptual Site Design, Coachella, CA

Mr. Nieto prepared the Conceptual Site Design and Preliminary Programing services required for the Vista del Norte Project. The project site is located on 32.09 acres on Vista Del Notre Road immediately northwest of the existing Dillion Road On/Off Ramps along I-10 Freeway in the City of Coachella. The Client was exploring a land use modification to better position the property for timely development and required Urban Design services to bring the vision to life. Altum worked with the Client to develop a preliminary program based on market demands and needs. The preliminary program included supporting precedent imagery of development typologies and example images of best practices development strategies envisioned for the project site. Altum then produced a conceptual bubble land use plan that graphically demonstrated the sites development potential; the plan conceptually organized/arranged the site program, vehicular and pedestrian circulation, retention, and open space opportunities. Upon completion of the site bubble land use plan, Altum produced a scaled conceptual master plan hand sketch. The master plan sketch located access ways, streets, alleys, sidewalks, building footprints, open space elements, and parking lots. This conceptual master plan sketch helped the Client and City Staff Members understand the Project's vision and positively demonstrated future development opportunities.

Contract Planning, Various Cities, CA

Mr. Nieto serves as the Contract Manager overseeing staff on assignment at the Cities of San Jacinto, Apple Valley, Indian Wells, and Imperial Beach. He also previously managed staff working on assignment with the City of Moreno Valley. Mr. Nieto ensures all assignments from the Cities are thoroughly staffed and assists with questions regarding entitlements and architectural processes.

Thousand Palm Multi-Family Master Plan, Riverside County, CA

Mr. Nieto is serving as the lead Urban Planner for the Thousand Palms Multi-Family Master Plan project located in the unincorporated Thousand Palms region of Riverside County. The development is seeking entitlements to develop two parcels for a Multi-Family Residential Development. The intent of the project is to provide high quality rental apartments designed to accommodate a range of demographics with a variety of open space amenities. Site amenities include a community center, community pools, central park, court yards, plazas, shade elements, dog park, pedestrian corridors and walkways that connect all areas of the site. The community center, central open space, and a linear "desert oasis" green belt is located at the heart of the plan to promote community interaction and convenient access to site amenities.

Della Development, Bastrop County, TX

Mr. Nieto assisted in the concept master plan and lotting design for a proposed residential development on over 200 acres in Bastrop County. The Project was Altum's first Urban Design + Land Development effort in the State of Texas.

Urban Land Institute (ULI) HWY 111 Technical Advisory Panel, La Quinta, CA

Stephen participated as an Urban Designer panel expert in the La Quinta HWY 111 ULI Technical Advisory Panel. Twelve panelists participated in the ULI study, representing a wide range of professions within the real estate development industry, architecture, landscape architecture, urban planning, marketing, transportation engineering, finance, land development and policy planning. For this important commercial/retail corridor, Stephen participated in site visits, city staff and stakeholder meetings, design charrettes, conceptual design, final planning recommendations and final report graphics.

Southern California Association of Governments, Park 101 District, Los Angeles, CA

Stephen served on the board of advisors for the Friends or Park 101 Non-Profit for 5 years. Park 101 is a major re- visioning of Los Angeles' downtown with the proposed capping of the 101 Freeway which currently occupies a deep trench, severing the historic El Pueblo from City Hall and Government Center. The study area encompasses over 150 acres. The Vision is to establish a pedestrian oriented focus in the downtown, with a campus of new buildings and a central park in a bold and economically sustainable plan which radically repositions the downtown of Los Angeles for the next 10 - 20 years of sustainable urban growth. Stephen assisted the team with the preparation of the conceptual urban design and feasibility study documentation. He also led the coordination in the development of all the 3D visualization media for the entire project site and detailed study of the phase 1 cap and re-development opportunity.

Beijing Tongzhou City Investment & Operation, New Beijing City, Tongzhou, China

Stephen assisted in leading a multidisciplinary team to develop a new Global City on the eastern edge of Beijing. At the time, this was the first Public Private Partnership in China to develop a new international city. Located at the termination of the historic canal that connects Beijing to the sea, and has for centuries provided a link for important waterborne commerce, the new city is emerging as an international creative capitol. With multiple project sites within the Tongzhou region, the project sites consists of a combined area of 12 square kilometers. Stephen managed planning and documentation for a new central business district, waterfront levy design guidelines, historic village, central park, convention center, transit oriented development, and grand marina financial district.

Parks and Recreational Projects

500-Acre Sports, Entertainment, and Mixed-Use Community Master Plan, Riverside County, CA

Mr. Nieto is the lead urban design components for this 500+ acre mixed use master plan located in the heart of the Coachella Valley. This new community is poised to become one of the Coachella Valley's most dynamic master planned communities in recent time. This family-first destination is planned with a "community first" approach, filled with open space opportunities, pedestrian trails and bike ways, parks, that is anchored with a sports, entertainment, and medical hub. The plan includes a 10,000-seat arena and 14,000-seat indoor sports stadium, home to the desert's top medical district, 45 acres outdoor sports park, hotels, a neighborhood hospital, ambulatory surgical center, and medical office building. Plans calls for over 3,000 new dwelling units, a town center, resort and hotel uses, outdoor amphitheater, soccer fields, indoor waterpark, and family emporium, which will feature indoor rock climbing, laser tag, bowling and more.

Empire Grand Oasis PAR Exhibits, Indio, CA

Mr. Nieto prepared a number of exhibits for a Pre-Application Review (PAR) for a proposed festival facility in Indio. The Client was seeking approval for a proposed permanent facility that would allow 26 major events and unlimited minor events (possibly less than 200) annually without having to apply for a temporary use permit process every time an event is planned. Altum initially provided Due Diligence services for the project to establish the best approach for the approval process from the County of Riverside. Several figures were required to show the project site and establish a general layout for the events. Altum's Urban Design team was tasked with creating the overall Site Plan, Proposed Uses, Traffic/Transportation flow patterns, and other relevant images that accompanied the Client's submittal.

2028 Los Angeles Olympic Bid - University California of Los Angeles (UCLA) Athlete Village, Los Angeles, CA

Stephen supported the winning LA2028 Olympic Bid Committee in developing a comprehensive citywide strategy for hosting the 2028 Summer Olympic Games. As the lead urban designer, Stephen developed plans for venue planning, city wide public transportation strategy, bid document planning graphics and branding. University California of Los Angeles has been selected as a key venue cluster and Athlete Village site, Stephen facilitated technical design/planning services and worked with UCLA leadership to deliver a world class Athlete Village.

NBA Clippers Arena/Entertainment Center Master Plan and Feasibility Study, Inglewood, CA

Consisting of a 18,000-seat multi-purpose arena of approximately 750,000 SF that will be designed as the most innovative NBA facility ever built, this facility will serve as a flexible entertainment venue. The arena will be supported by a 80,000 SF state-of-the-art training and practice facility along with 50,000 SF of adjoining executive offices, 18,000 SF of an integrated health facility, 3,000 parking spaces, and a fan activation plaza with supporting retail uses. Stephen led a team of planners and landscape architects to develop planning and urban design alternatives to support and promote the development of core operational components, franchise revenue generation, athlete/fan experience, retail uses and public amenities.

Golf Center Village Mixed Use Master Plan, Indio, CA

Planning and conceptual design for an 18-acre mixed-use master plan in Indio, CA. The plan includes a 70 room hotel, 500 person ballroom, restaurants, commercial-flex space, retail uses, plazas, and courtyards. The master plan rethinks parking lot driven retail design by utilizing planning concepts of distributed parking and optimized land use mix to promote a walkable pedestrian friendly environment.

Glamis Specific Plan, Imperial County, CA

Managing a Specific Plan for an area known as "Glamis" located in a remote, unincorporated area in the central-eastern portion of Imperial County. The Glamis area is known as a gathering location for the Off-Highway Vehicle (OHV) community, with miles of sand dunes and trails utilized by All-Terrain Vehicles (ATVs), dirt bikes, and other extreme vehicles. The Glamis Specific Plan provides a flexible recreational master plan with a broad range of land uses ranging from recreational, commercial/retail, storage, and entertainment to hospitality, residential, and renewable energy, among others. The Plan attempts to build off the historical Glamis-going experience by providing expanded recreational, commercial, entertainment, and hospitality experiences, yet still complying with County Planning goals by addressing environmental, engineering, commercial, public safety, and aesthetic needs identified during the planning process.

Transportation Projects

Los Angeles Waterfront, San Pedro CA

The LA Waterfront, formerly the "Bridge to Breakwater" project, consisted of a comprehensive revitalization development plan for this 400-acre underutilized port property. The plan includes a new open space system with an expansive water's edge promenade, a great civic "central park," public gardens, new public piers, a cruise terminal and new harbors for additional boat activity areas, future public parking structures, major landscape improvements, roadway realignments and improvements, and public art installations.

City of Los Angeles, Sixth Street Bridge Design Competition - Finalist, Los Angeles, CA

Lead urban designer for the competition, sponsored by the City's Department of Public Works, to design a new bridge and public open space for one of the city's most iconic and recognized bridge. Roles included scale comparisons, conceptual alternative development, urban framework diagramming, park design, rendering, physical model coordination, and coordination of all CAD and 3D visualization and documentation.

City of Tongzhou, China Bridge Design Competition - Finalist, Tongzhou, China.

Lead urban designer for this competition, sponsored by the City of Tongzhou, to design a waterfront park, promenade, urban design enhancements, and two new iconic bridges for the cities new central business district. Roles included scale comparisons, conceptual alternative development, urban framework and community connectivity, open space design, rendering production, and coordination of all CAD and 3D visualization and documentation.

HaiChang Tourism Group, Sanya Haichang Master Plan, Sanya, Hainan, China

Team member and project designer. While at AECOM Stephen developed a master plan for a new coastal mixed-use entertainment destination in Sanya, located on the island of Hainan in China. The destination centered around 150,000 square meters of retail, restaurant, and entertainment spaces. Scope of services included master planning, economic feasibility studies, and conceptual architecture development. Stephen served as a senior urban designer for this project.

City of Santa Monica, Freeway Capping Planning Feasibility Study and Bridging and Decking Projects, Santa Monica, CA

Feasibility Study for capping a stretch of the I-10 Santa Monica Freeway, approximately one quarter of a mile in length, at the terminus of the freeway in the City of Santa Monica. With the projected arrival of the Exposition Light Rail in 2015, the City of Santa Monica has prioritized improving connections between various areas. Stephen worked with city planners and economists to develop urban design scenarios to support a feasibility/market study. The feasibility/market study was developed to address:

- Assess existing conditions and identify key opportunities and constraints of phased freeway capping in the project area
- Provide structural and technical analyses
- Identify a range of phasing options that achieve the City's vision; integrate options that cap the freeway with a combination of open space and buildings
- Include renderings, illustrations, and graphics that effectively communicate draft and final concepts in public meetings and in the final document
- Engage public officials and stakeholders in the consideration of options and incorporate input into the final document
- Recommend phasing for implementing funded segments, as well as future phases
- Provide the schedule and framework for CalTrans entitlements and identify funding sources

Lectures, Publications, Interviews

- Cal Poly Pomona "Globalization" Conference | Presenter, Panelist
- "How bridges help us better understand where we live", Globe and Mail-Magazine, June 2014
- Park 101 Film-Documentary, 2014
- Future Arquitecturas Magazine Vol. 19 + 20 Interactive Architecture, 2009
- "8 Ways Los Angeles is Becoming Less Suburban", KCRW, February 2015
- "Capping freeways maybe a way to provide more open space in L.A.", Los Angeles Times, December 2014
- "Aiming High: Finalist for 6th Street Bridge", KCRW, September 2012
- "The Los Angeles River, Cut Loose" Landscape Architecture Magazine 2017

TheAltumGroup
Strive Higher

Rich Malacoff, MURP, AICP

Principal Planner

Education:

Bachelor of Science, Geography; Florida State University; Tallahassee, Florida; 1984

Master of Urban Planning; Hunter College of The City University of New York; New York City, New York; 1986

Registrations:

Member of the American Institute of Certified Planners (AICP) # 006811

Associations:

Planning Commissioner, City of Cathedral City (2022 – Present)

Member of the American Planning Association (APA)

Qualifications:

Mr. Malacoff has over 30 years of experience in land use planning and environmental impact analysis. His first job was with the Planning Department of the City of New York where he worked in the Loft Conversion Unit evaluating requests to change industrial lofts to residential. He relocated to California to start a position at the Caltrans District 08 Planning Department where he reviewed City Projects for their impacts on the State Highway System and for compliance with the California Environmental Quality Act (CEQA). He went on to work in City Planning positions for various agencies, including the City of Redlands, City of Cathedral City, and City of Desert Hot Springs. This municipal background includes managing City Committees, project management, historic preservation, Preliminary Review Committee, CEQA oversight, acting as Community Development Director, and conducting community outreach. During his employment in the public sector, he provided oversight for environmental documents, assisted with review of consultant provided studies, and helped develop strong mitigation monitoring and reporting programs. He also managed major projects including institutional, residential, commercial, and industrial developments. Mr. Malacoff used his municipal experience to ensure projects were processed correctly and expeditiously.

At Altum, Mr. Malacoff works as Principal Planner and oversees Planning and Entitlement assignments for private development clients and works as the go-between for City inquiries for the firm's engineering, surveying, and environmental planning departments. His experience at Altum includes major projects including institutional, residential, commercial, and industrial developments. Mr. Malacoff recently oversaw preparation of the Specific Plans and Design Guidelines for the Two Bunch Palms Specific Plan Amendment, Church at the Red Door Specific Plan, and the Coachella Green Business Park. He is familiar with utilizing urban design to help projects gain approval at the municipal-level. He regularly mixes-in concept plans with detailed site overlays to supplement planning documents and applications to help agencies better understand a project.

Mr. Malacoff is a current member of the American Planning Association and has his accreditation by the American Institute of Certified Planners (AICP) and served on the Diversity Committee for the American Planning Association's 2020 Conference. and has received accommodations from the Mayors of Cathedral City and Desert Hot Springs.

Project Experience:

Regional Planning

Redlands Sign Code, Redlands, CA

Project Manager for Sign Code Update. Managed Community Outreach with Chamber of Commerce and Business Community. Conducted Study Sessions with the Planning Commission and City Council which approved the Revised Ordinance. Implementation measures included working with Code Enforcement on procedures to inform the Business Community of the changes and managing the enforcement program.

Update Cathedral City Zoning Code, Cathedral City, CA

Revised City's Zoning Code to remove internal inconsistencies and to make the development process more business friendly.

Residential Development

Two Bunch Palms Specific Plan Amendment and EIR Addendum, Desert Hot Springs, CA

Project Manager for a Specific Plan Amendment (SPA) to the development standards for zoning, landscaping, and architectural guidelines, relevant to a proposed RV Park on a 9-acre parcel (2 lots) in Desert Hot Springs. The Specific Plan Amendment would modify the current Specific Plan designation to permit a Recreational Vehicle (RV) Park. The amendment would also consist of amending the development standards for zoning, landscaping, and architectural guidelines relevant to the RV Park.

DHS 109 Industrial Park Initial Study and Mitigated Negative Declaration, Desert Hot Springs, CA

Prepared sections of an Initial Study and Mitigated Negative Declaration for the development of an industrial park consisting of 57 condo lots for industrial development, 4 retention basins, and a private on-site power plant. The proposed project would be constructed in four phases that would total 109 acres a full project built-out. Ms. Hernandez evaluated City documents such as the General Plan and the City's Municipal Code to write the aesthetics section of the Initial Study.

Coachella 20 AC (Encanto Housing Project), Coachella, CA

Mr. Malacoff is managing the entitlement process (including the environmental documentation and civil engineering) required for a proposed residential development in the City of Coachella. The proposed project will consist of 110-120 dwelling units on a 20-acre property located along Van Buren Street and east of Calhoun Street. Key issues being examined include biological and cultural resources, air quality/GHG, noise, geology/soils, and traffic, including a VMT analysis. Due to the site's rural nature, a Phase I Environmental Site Assessment is also being prepared to ensure no hazards are identified onsite.

Vista Palms Tentative Tract Map (TTM) and Design Review, Desert Hot Springs, CA

Mr. Malacoff directed all aspects with processing the Tentative Tract Map, and Design Review for this important 100-unit subdivision in the City of Desert Hot Springs that had a $750,000 budget from the private developer. Work tasks included Community Outreach, Exemption from CEQA, Landscape Review, Architectural Review, Site Plan Analysis, Drafting Staff Reports, and presentations at the Architectural Review Committee, and Planning Commission Meetings.

Municipal Development

Church at the Red Door Specific Plan and IS/MND, Indio, CA

Project Manager for preparation of a Specific Plan and Preliminary Design and Entitlements for the development of a worship center in Indio. The proposed project would be built in two phases with phase one consisting of a new church building and traversing covered outdoor walkway. Phase two consists of a two-story expansion along the eastern face of the church building.

Redlands Islamic Center, Redlands, CA
Project Manager for this place of worship and specific tasks included Community Outreach, Applicant Education on Development Process, and managing the development process from beginning to end.

Commercial Development

Desert Land Ventures Specific Plan EIR, Desert Hot Springs, CA
Assisted in the preparation of an EIR for the build-out of 123.4 acres of land known as Desert Land Ventures to incorporate mixed-use development and create a unique industrial/technology park for clean manufacturing and tech-based business with an emphasis on renewable energy and sustainable products, with the potential for destination hospitality and commercial/retail uses.

Dutch Bros Coffee Entitlements and IS/MND, Indio, CA
Provided Technical Oversight and Client Management for the Entitlement package, including an IS/MND, for an 887 square foot building consisting of a drive-through, patio area, and required parking. Close coordination with the City of Indio was required to ensure all aspects of the entitlement package were complete.

Sunniva Cultivation Facility Entitlements, Cathedral City, CA
Project Manager for 500,000 square foot cultivation facility which included managing the tasks for the Conditional Use Permit, Mitigated Negative Declaration, and all Public Hearings. This project had concurrent processing which required coordination among many different parties and ensuring all information was accurate.

Coachella Green Design Guidelines, Coachella, CA
Project Manager for developing Design Guidelines for a large Cannabis Cultivation and Processing Facility.

Brookside Plaza, Redlands, CA
Project Manager for construction of Neighborhood Shopping Center which included Community Outreach, Plan Check, and preparation of a Mitigated Negative Declaration. Managed Development Process from beginning to end.

Staybridge Hotel, Cathedral City, CA
Project Manager for this 122 Room Hotel This project was considered controversial by the Community and required many meetings with the public which resulted in changes to the project. Other tasks included managing the Mitigated Negative Declaration, coordinating photo-simulations, working with Acoustics Engineer, providing updates with Investment Team, and managing the entitlement process.

Various Positions/Tasks, Inland Empire, CA
Project Manager for the following projects for which task included everything from project submittal to issuing Certificates of Occupancy:

- Cimarron Cove Housing Tract, Cathedral City
- Volkswagen of Palm Springs, Cathedral City
- Vista Palm Housing Tract, Desert Hot Springs
- Flamingo Resort, Desert Hot Springs

Municipal Planning

City of Indian Wells Community Development Department
Mr. Malacoff recently provided Principal Planner level services to the City of Indian Wells through an on-call contract held by Altum. The City required assistance with processing a Conditional Use Permit (CUP) modification for a new Sprouts

Market. He assisted with the preparation of staff reports for the Planning Commission and City Council and presented the project to Council on behalf of the City.

City of Redlands Planning Department – Employment and Contract Planning

At the City of Redlands, he had various responsibilities such as Preliminary Review, Environmental Review Officer, Historic Preservation Officer, CEQA analysis for private projects and capital improvement projects, and management of all activities of the Historic and Scenic Preservation Commission and Environmental Review Committee. He also worked on many Conditional Use Permits, Commission Review and Approvals, Special Events, Specific Plans, Sign Ordinance Amendments, Ordinance Text Amendments, Zone Changes, and General Plan Amendments. Mr. Malacoff also provided contract planning services on two (2) separate occasions as requested by City staff. He worked at City Hall providing all services listed above.

City of Cathedral City Planning Department

At the City of Cathedral City, he was the liaison to the Architectural Review Committee and Planning Commission. He managed all projects reviewed by these boards from Project Initiation to Final Clearance. He also wrote many ordinances on a variety of subjects the most prominent one: a business-friendly development process. In addition, Mr. Malacoff was responsible for Film Permits, Special Events, and many regulatory inspections for various businesses.

City of Desert Hot Springs Planning Department

At the City of Desert Hot Springs he was the sole staff to the Planning Division and managed all functions of the Planning Division including being the liaison to the Architecture and Landscape Review Committee, Community and Cultural Arts Commission, Planning Commission, and City Council. In addition, Mr. Malacoff was the Acting Community Development Director on two separate occasions which included managing the Planning, Building, Engineering, Facilities, and Public Works Departments. Mr. Malacoff also was involved in the development of the City's Cannabis Program and help many workshops and processed many projects.

TheAltumGroup
Strive Higher

Shellie Zias-Roe, PH.D., AICP-CEP

Senior Environmental Planner / QAQC

Education:

PH.D Sustainability Education Environmental Management, Prescott College, AZ

M.A.S. Environmental Policy & Management Natural Resource Management, University of Denver, CO

B.S. Environmental Management B.A. Liberals Studies, University of Redlands, CA

Associations:

Certified Planner (AICP) Certified Environmental Planner (CEP) American Institute of Certified Planners

Appointments:

Visiting Assistant Professor – University of Redlands (2013 - present)

City of Redlands General Plan 2035, Open Space & Agriculture Steering Committee Member, 2015-2017

California Desert Coalition Defending the Desert Workshop II: CEQA and Environmental Justice, December, 2019

American Planning Association (APA) National Conference Proposal Peer Reviewer, 2022

Qualifications:

Ms. Zia-Roe is an experienced professional with over 18 years of private and public work experience. Her consulting experience includes the oversight and delivery of environmental projects, analysis, document preparation, project management and extensive coordination with agency staff, stakeholders and project applicants.

Ms. Zia-Roe has prepared numerous environmental applications and reports. As a senior environmental planner at Altum, she is responsible for writing and reviewing scopes of work, building internal and external project teams, and coordinating with technical teams, local, state and federal agencies. She works with Altum's environmental staff and serves as a technical advisor to key staff in other departments who require assistance with entitlements and environmental clearance.

While working in the public sector, she helped develop and implement standard operating procedures for the Land Services Department as related to the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and Endangered Species Act; was a recognized leader in watershed management and water use; and was a contributing member on several technical committees. She also served as an intergovernmental liaison for federal, state and local agencies.

She also continues to teach at the University of Redlands, including courses such as Environmental Impact Assessment, Environmental Planning, Sustainability Planning, Resilient Cities, Introduction to Environmental Science, and Professional Development for Environmental Careers. Ms. Zia-Roe is motivated by the teaching and development of the next generation of environmental planners. This work shapes her thinking and inspires her consulting work for our clients.

Project Experience:

Land Development

Coachella 20 AC (Encanto Housing Project), Coachella, CA

Mrs. Zias-Roe supported the project team by QAQC for a proposed residential development in the City of Coachella. The proposed project will consist of 110-120 dwelling units on a 20-acre property located along Van Buren Street and east of Calhoun Street. Key issues being examined include biological and cultural resources, air quality/GHG, noise, geology/soils,

and traffic, including a VMT analysis. Due to the site's rural nature, a Phase I Environmental Site Assessment is also being prepared to ensure no hazards are identified onsite.

Corman Leigh TTM 38468 IS/MND – Peer Review for the City of San Jacinto
The Altum Group conducted a peer review of this ISMND written by Tom Dodson & Associates for the City of San Jacinto. The project consists of 153 single-family homes on 42.19 acres located on Lyon Avenue.

McLeish TTM 38468 IS/MND – Peer Review for the City of San Jacinto
The Altum Group conducted a peer review of this ISMND written by VCS Environmental for the City of San Jacinto. The project will develop 424 single-family homes on 84.4 acres with 11.3 acres of open space and landscaping areas.

Cahuilla Hills Park Improvements – CATEX ERR
The Altum Group prepared a CATEX ERR for the City of Palm Desert. The project is federal grant funded project for park improvements. The improvements will add ADA accessible parking and walkways as well as lighting along walkways.

Additional California Environmental Quality Act (CEQA) Documents

Salton Sea Salinity Gradient Solar Pond Initial Study

Restoration of Red Hill Bay at the Salton Sea Initial Study

Arrowhead Regional Medical Center Expansion Project Initial Study

Matich Asphalt Batch Plant Initial Study

Central Valley Juvenile Facility Redevelopment/Replacement Project Initial Study

National Environmental Policy Act (NEPA) Documents

Lugonia Avenue HUD Housing Project

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Strive Higher

Madeline Luke
Associate Planner

Education:	**Qualifications:**
B.S., Sustainable Business and Environmental Studies - University of Redlands, 2022	Madeline Luke is an associate planner with a background in planning and environmental documentation. Her experience includes work on housing, recreation, energy, and commercial projects requiring analysis under CEQA. In addition to conducting technical analysis, Ms. Luke is skilled at preparing the exhibits and mapping for projects through GIS and other graphic software. She has experience preparing analysis for technical issue areas and preparing and circulating required public noticing.

Project Experience:

Agriforce Coachella Research Center IS/MND, Coachella, CA
Ms. Luke is assisting with preparation of the CEQA document for a proposed cannabis warehouse and distribution center in Riverside County. The project requires in-depth examination of both biological and cultural issues and Ms. Luke is coordinating with technical subconsultants to ensure complete analysis. She is also preparing the exhibits for the Project.

SPI 48MW Substation IS/MND, Coachella, CA
Ms. Luke is assisting with preparation of the CEQA document examining a proposed energy substation to support a proposed cannabis warehouse and distribution center in Riverside County.

3080 Norm Niver Road Feasibility Study, Thermal, CA
Ms. Luke is preparing all of the required graphics and mapping for a feasibility study examining a proposed hotel and RV park on the Torres Martinez Desert Cahuilla Indians Tribal land in Imperial County. The project site is remote, and Ms. Luke utilized GIS to prepare site area and regional maps as a base for engineers and urban designers to use in their conceptual designs and plans.

2700 East Mesquite Golf Course Conversion, Palm Springs, CA
Ms. Luke is assisting with the Due Diligence tasks for a golf course conversion project in the City of Palm Springs. This includes research for local agency and tribal regulations for the future buildout of a multi-family housing project on a now defunct municipal golf course.

54th and Jackson Multi-Family Housing IS/MND, Riverside County, CA
Ms. Luke is preparing several sections of a CEQA IS/MND as well as all the required exhibits for a proposed 18.39-acre multi-family residential development in an unincorporated area of Riverside County.

Vista Chino and Gene Autry Planned Development, Palm Springs, CA
Ms. Luke prepared the project justification letter and the Planned Development District application for a mixed-use project on the corner of Vista Chino and Gene Autry Drive in the City of Palm Springs. The proposed Project consists of the development of approximately 216 multi-family units on 16 acres and the development of a gas station, convenience store, and three drive-through facilities on 5 acres. The justification letter examined all applicable City regulations and codes and outlined the compatibility of the project's various components.

Email: smurray@southenvironmental.com
Mobile: 818-458-1162

Samantha Murray, MA, RPA

Cultural Resources Director

Samantha Murray is the cultural resources director at South Environmental and a principal archaeologist and architectural historian with 20 years' experience in all elements of cultural resources management, including project management, archaeology and architectural history studies, and historical significance evaluations in consideration of the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), and local-level designation criteria. Ms. Murray has conducted thousands of historical resource evaluations and developed detailed historic context statements for a multitude of property types and architectural styles. She has also provided expertise on numerous projects requiring conformance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

Ms. Murray meets the Secretary of the Interior's Professional Qualification Standards for both Archaeology and History. She is experienced managing multidisciplinary projects in the lines of private development, transportation, transmission and generation, federal land management, land development, and state and local government. She is an expert in preparation of cultural resources compliance documentation for projects that fall under the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and Sections 106 and 110 of the National Historic Preservation Act (NHPA). Ms. Murray has also served as an expert witness in legal proceedings concerning historical resources under CEQA and local ordinance protection.

Expertise

- CEQA, NEPA, and Section 106 of the NHPA compliance documentation in consideration of impacts to historical, archaeological, and tribal cultural resources, and historic properties.
- Resource significance evaluations in consideration of NRHP, CRHR, and local designation criteria.
- Project design review for conformance with the Secretary of the Interior's Standards.
- Assistance with complex mitigation including HABS/HAER/HALS, salvage, and interpretive displays.
- Peer review.

Education

M.A., Anthropology, California State University, Los Angeles, 2013

B.A., Anthropology, California State University, Northridge, 2003

Professional Affiliations

California Preservation Foundation

National Trust for Historic Preservation

Professional Certifications

Registered Professional Archaeologist (Registrant I.D. 28686211)

Relevant Project Experience

Cater Reservoir Resiliency Project, Santa Barbara, California (2024). South Environmental was retained by the City of Santa Barbara to complete a State Water Resources Control Board (SWRCB)-compliant Historic Properties Inventory Report (HPIR) for the Cater Reservoir Resiliency Project (undertaking/project) located in the City of Santa Barbara, Santa Barbara County, California, which required federal crosscutter compliance with both CEQA and Section 106 of the NHPA (also known as CEQA Plus). The report included the results of an intensive-level pedestrian survey of all built environmental resources over 45 years old within the project's Area of Potential Effect (APE); building development and archival research; recordation and evaluation of the William B. Cater Water Treatment Facility for historical significance in consideration of federal, state, and local designation criteria and integrity requirements; and an assessment of project-related effects/impacts on historic properties/historical resources.

IRWD Santiago Dam Outlet Tower Replacement Project, Orange County, California (2023). South Environmental was retained to complete an SWRCB-compliant HPIR for the Santiago Dam and reservoir complex as part of a project proposed by the Irvine Ranch Water District (IRWD) to replace elements of the dam and its associated infrastructure, which required federal crosscutter compliance with both CEQA and Section 106 of the NHPA (also known as CEQA Plus). The historical significance evaluation includes development of a detailed historic context statement for the IRWD and Santiago Dam and examines the historical significance of the dam, reservoir, outlet tower, spillway, control house, and keeper's house as a single property in consideration of its associations with the history of Orange County's water system and its dam typology and engineering.

EMWD Mead Valley Sewer Project, Mead Valley, Riverside County, California (2023). South Environmental was retained to complete a cultural resources assessment of Alignment 1 for the proposed Eastern Municipal Water District (EMWD) project. The study included the results of a CHRIS records search of the project site and a one-mile radius; a NAHC Sacred Lands File search and informational scoping letters to local tribes; a paleontological resources records search; and an intensive pedestrian survey of the project site by a qualified archaeologist. Ms. Murray served as the Archaeological Principal Investigator and co-author of the technical report.

EVMWD Rice Canyon Reservoir Access Road and New Conduit Project, City of Lake Elsinore, Riverside County, California (2022). South Environmental was retained to complete a cultural resources technical report for the proposed project located in the City of Lake Elsinore, Riverside County, California for the Elsinore Valley Municipal Water District (EVMWD). The study included the results of a CHRIS records search of the project site and a one-mile radius; a California NAHC Sacred Lands File search and informational scoping letters to local tribes; a paleontological resources records search; and an intensive pedestrian survey of the project site by a qualified archaeologist and Native American monitor. This study was completed in compliance with both Section 106 of the NHPA and CEQA. Ms. Murray served as the Archaeological Principal Investigator and lead author of the technical report.

Los Angeles Department of Water and Power (LADWP) As-Needed Environmental Compliance Services (2016-2021). While working for her previous firm, Ms. Murray served as the cultural resources principal investigator, co-authored all technical reports, and provided quality assurance/quality control (QA/QC) of numerous technical documents for a variety of projects. Ms. Murray prepared both CEQA and CEQA Plus cultural resources documentation for a wide range of water and electrical infrastructure projects throughout LADWP's service territory, including multiple HPIRs. When LADWP project funding sources included the SWRCB's Drinking Water State Revolving Fund (DWSRF), applications for funding must include proof of CEQA compliance and of compliance with federal requirements. CEQA Plus documentation typically includes development of an area of potential effects, completion of a CHRIS records search, Native American coordination, intensive pedestrian survey, identification of historical resources/historic properties, and an assessment of project-related impacts/effects to both archaeological and historic built environment resources.

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Justin Strauss, M.S.

PRINCIPAL PALEONTOLOGIST

EDUCATION

M.S., Evolutionary Biology, San Diego State University, 2008

B.S., Geology, emphasis in Paleontology, South Dakota School of Mines and Technology, 2005

PROFESSIONAL AFFILIATIONS

Society of Vertebrate Paleontology (2001–present)

Geological Society of America (2010-present)

American Association for the Advancement of Science (2012-present)

Justin Strauss is a paleontological resources professional with more than 23 years of experience in the fields of paleontology and biology. He meets the Society of Vertebrate Paleontology's definition of a Qualified Professional Paleontologist. Mr. Strauss has been involved in paleontological surveys and excavations in California, Colorado, Montana, Nevada, South Dakota, Utah, and Wyoming. He has specific expertise in the paleontological resources requirements of the California Environmental Quality Act (CEQA), Paleontological Resources Preservation Act of 2009 (PRPA), and National Environmental Policy Act (NEPA). His responsibilities include the management and reporting of paleontological resource survey, salvage, and monitoring programs, as well as training paleontological monitors on proper recording, excavation, and handling of fossil materials.

Mr. Strauss has a strong understanding of geology and is knowledgeable in animal anatomy (both invertebrate and vertebrate), and can identify many different elements, rock types and fossil remains in the field. He has extensive experience in monitoring of geologically and paleontologically significant sites and is capable of both the interpretation and creation of geologic and topographic maps. He can read and interpret aerial photographs and has extensive experience using GIS data to develop databases that store paleontological locality information, in addition to using GPS equipment to locate and document fossil localities and other paleontologically and geologically significant sites.

Mr. Strauss has had extensive involvement in the collection and excavation of fossil materials in the field from a variety of rock types, including mudstone, sandstone, and shale. He has excavated a variety of fossil materials, including invertebrate, vertebrate and plant remains. He practices the most up to date excavation techniques to ensure safe and efficient collection of fossil materials in the field. He has collected, handled, and cared for specimens of all kinds and sizes, from tiny rodent teeth to large dinosaur bones.

EXPERTISE

- CEQA, PRPA, and NEPA compliance documentation in consideration of impacts to paleontological resources.
- The identification of rock materials, interpretation of geologic events, and collection, preparation, and preservation of fossil materials.
- Design, management, and reporting of paleontological resource survey, salvage, and monitoring programs.

SELECT PROJECT EXPERIENCE

Jackson Street Improvement Project Phase I, City of Indio, Riverside County, California (2024-present). South Environmental was retained to conduct paleontological resources monitoring for this project that will improve portions of Jackson Street, Avenue 50, and Avenue 52 as well as construct drainage improvements. The project is subject to CEQA. Mr. Strauss prepared the Paleontological Resources Mitigation Plan, conducted the worker awareness training, oversees the paleontological monitors and reviews daily notes, and will prepare the final paleontological monitoring report. Role: Principal Paleontologist

Elsinore Valley Municipal Water District Highway 74 16-Inch Sewer Extension from Wasson Canyon Road to Ethanac Road Project, Riverside County, California (2024-present). South Environmental was retained to provide archaeological, biological, and paleontological monitoring services for the Elsinore Valley Municipal Water District (EVMWD) Highway 74 16-Inch Sewer Extension from Wasson Canyon Road to Ethanac Road Project. The project is subject to CEQA and Mr. Strauss serves as the Principal Palentologist, overseeing all paleontological resources monitoring and reporting work. He also prepared the Paleontological Resource Impact Mitigation Program for the project.

Spruce Grove Project, Moreno Valley, Riverside County, California (2024). South Environmental was retained to complete a paleontological resources assessment for this project that would develop a 20.13-acre vacant site into commercial and multifamily residential buildings. Mr. Strauss served as Principal Paleontologist and conducted records searches and paleontological survey and was the primary author of the paleontological resources assessment report. The project was subject to CEQA.

Southwest Trailers Project, Mead Valley, Riverside County, California (2024). South Environmental was retained to complete a paleontological resources study for this project that would develop a 16-acre vacant site into a storage and maintenance facility specifically designed for truckload freight trailers. Mr. Strauss served as Principal Paleontologist and conducted records searches, paleontological survey, and authored the paleontological resources assessment report. The project was subject to CEQA.

2502 and 2518 Jefferson Street Project, Carlsbad, San Diego County, California (2024). Mr. Strauss prepared a paleontological resources assessment for this residential development project. He conducted a paleontological resources records search at the San Diego Natural History Museum, conducted pedestrian survey of the project site, and prepared a paleontological assessment in compliance with CEQA and the City of Carlsbad's guidelines. Role: Principal Paleontologist.

Tides at Terramar Project, Carlsbad, San Diego County, California (2024). Mr. Strauss prepared a paleontological resources assessment for this residential development project. He conducted a paleontological resources records search at the San Diego Natural History Museum, conducted pedestrian survey of the project site, and prepared a paleontological assessment in compliance with CEQA and the City of Carlsbad's guidelines. Role: Principal Paleontologist.

Solar Millennium Project – Blythe, Riverside County, California (2009). During previous employment with SWCA Environmental Consultants, Mr. Strauss conducted paleontological block survey on federal lands. His work included the collection and minor preparation of Pleistocene fossils, primarily tortoise remains and petrified wood fragments. Work on final report for survey. Role: Paleontological Field Lead.

Solar Millennium Project – Palen, Riverside County, California (2009). During previous employment with SWCA Environmental Consultants, Mr. Strauss conducted paleontological block survey on federal lands. His work included the collection and minor preparation of Pleistocene fossils, primarily tortoise remains and petrified wood fragments. Work on final report for survey. Role: Paleontological Field Lead.

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Kevin Hunt

PRINCIPAL ARCHAEOLOGIST

EDUCATION

B.A., Anthropology, minor in American Indian Studies, San Diego State University, 1995

PROFESSIONAL AFFILIATIONS

Society for California Archaeology

CERTIFICATIONS

Certified Archaeologist for Unincorporated Orange County, California

Certified Paleontologist for Unincorporated Orange County, California

TRAININGS

AB 52 and CEQA Training, 2016

Cultural Side of NEPA Seminar, 2007

Traditional Cultural Properties Management Seminar, 2005

Senate Bill 18 of 2005 Compliance Training, 2005

CEQA Workshop and Updated Training, 2004, 2005, and 2007

Kevin Hunt is a cultural resources management professional with more than 30 years of experience in California with specific expertise in the cultural resources requirements of the California Environmental Quality Act (CEQA), CEQA-Plus, National Historic Preservation Act (NHPA), and National Environmental Policy Act (NEPA). His responsibilities include the management and preparation of cultural resources studies, Native American scoping and consultation, and quality assurance and quality control for cultural resources documents. Mr. Hunt draws from his experience and training to ensure that all projects consider the full spectrum of cultural resources including archaeological, historic built environment, and tribal cultural resources. He is an expert in Native American consultation and has strong working relationships with California tribes and Native American consultants. Mr. Hunt coauthored and instructed a Native American monitor training course at the Cahuilla Reservation in 2005. Mr. Hunt also served on the City of Oceanside's Historic Preservation Advisory Commission from 2020-2023, when he moved out of the city.

In addition to experience with cultural resources, Mr. Hunt has managed multidisciplinary projects that included biological and paleontological resources services. Mr. Hunt has conducted paleontological monitoring and salvage and is approved by the County of Orange as a paleontologist and the City of San Diego as a paleontological monitor.

EXPERTISE

- CEQA, CEQA-Plus, NEPA, and Sections 106 and 110 of the NHPA compliance documentation in consideration of impacts to historical, archaeological, and tribal cultural resources, and historic properties.
- Resource significance evaluations in consideration of National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), and local designation criteria.
- Design and execution of archaeological data recovery programs for mitigation of impacts/effects to significant archaeological resources.
- Management of cultural resources and multidisciplinary construction monitoring programs.
- Third party peer review of cultural resources technical studies and environmental document sections.

RELEVANT PROJECT EXPERIENCE

Valley Sanitary District Pipeline Rehabilitation & Replacement Program, Indio, Riverside County (2021). During previous employment, Mr. Hunt served as Principal and Project Manager of the cultural resources study for this program that consists of a total of 371 segments or point locations throughout the District's service area. The study included a cultural resources records search, Sacred Lands File search and Native American scoping, windshield survey of paved project alignments, pedestrian survey of accessible unpaved alignments, and preparation of a technical report in compliance with CEQA. The study recommended a finding of no impacts to archaeological resources under CEQA.

Valley Sanitary District Water Reclamation Plant Project, City of Indio, Riverside County (2020). During previous employment, Mr. Hunt served as Principal and Project Manager of Historic Property Inventory Report (HPIR) for this project subject to the California State Water Quality Control Board's CEQA-Plus. The HPIR included delineation of the undertaking's Area of Potential Effects (APE), a cultural resources records search, Sacred Lands File search and Native American scoping, pedestrian survey of the APE, and preparation of the HPIR. The HPIR identified no cultural resources within the APE.

Jackson Street Improvement Project Phase I, City of Indio, Riverside County, California (2024-present). South Environmental was retained to conduct paleontological resources monitoring for this project that will improve portions of Jackson Street, Avenue 50, and Avenue 52 as well as construct drainage improvements. The project is subject to CEQA and Mr. Hunt serves as the Task Manager, coordinating with the engineering and construction team and scheduling paleontological monitors.

Elsinore Valley Municipal Water District Highway 74 16-Inch Sewer Extension from Wasson Canyon Road to Ethanac Road Project, Riverside County, California (2024-present). South Environmental was retained to provide archaeological, biological, and paleontological monitoring services for the Elsinore Valley Municipal Water District (EVMWD) Highway 74 16-Inch Sewer Extension from Wasson Canyon Road to Ethanac Road Project. Mr. Hunt serves as the cultural and paleontological resources Task Manager, coordinating with the engineering and construction team and scheduling archaeological and paleontological monitors. He also provided the cultural resources worker environmental awareness program training.

EVMWD Rice Canyon Reservoir Access Road and New Conduit Project, City of Lake Elsinore, Riverside County, California (2022). South Environmental was retained to complete a cultural resources technical report for EVMWD. Efforts included the results of a CHRIS records search of the project site and a one-mile radius with the Eastern Information Center; a NAHC Sacred Lands File search and informational scoping letters to local tribes; a paleontological resources records search; and an intensive pedestrian survey of the project site by a qualified archaeologist and Native American monitor. Mr. Hunt conducted the pedestrian survey of the project site. South Environmental also assisted the District with its AB 52 obligations, including participating in meetings with tribes. This study was completed in compliance with Section 106 of the NHPA and CEQA.

Valley Center Municipal Water District Pipeline Replacement Program, Valley Center, San Diego County, California (2019-2021). During previous employment, Mr. Hunt served as Project Manager and Senior Cultural Resources Specialist. He completed and managed a CEQA-Plus cultural resources study for this program of ten pipeline replacement projects. The study included area of potential effects (APE) delineation, a cultural resources records search, Native American scoping, pedestrian survey of miles of alignment, and preparation of a technical report with appropriate tables and figures. The report was revised when a new project was added, another dropped, and others modified. Mr. Hunt also assisted the District with AB 52 consultation with interested Native American tribes.

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EDUCATION

B.S., Wildlife Ecology, University of Wisconsin-Madison, 2004

CERTIFICATIONS

Certified Wildlife Biologist, The Wildlife Society 2014

Certified Technical Service Provider (TSP) for Fish and Wildlife Management Plans, USDA NRCS 2017

Authorized Desert Tortoise Biologist – Numerous BOs

Unmanned Aircraft System Pilot Certification, FAA #4177603

TRAINING

Wetland Delineation Training Course – The Wetland Institute (2014)

Southwest Willow Flycatcher Workshop, 2017

USGS Desert Tortoise Health Assessment and Tissue Collection Techniques Training, 2009

Matthew South

PRINCIPAL BIOLOGIST

Matthew South founded South Environmental in 2018. He is a certified wildlife biologist with nearly 20 years' of professional experience providing natural resources consulting services for a wide variety of clients that include residential, commercial, government, utility, infrastructure, research, and non-profit projects. For the last 15 years, Mr. South has been an environmental consultant in southern California acting as a Wildlife Biologist and Geographic Information System (GIS) Analyst. In early 2018 he started South Environmental and has since been supporting clients in Los Angeles, Ventura, Santa Barbara, San Bernardino, and Riverside Counties.

Mr. South's background in ecology has led to a passion for conservation planning and resources assessments for the purpose of preservation and management. The integration of the latest technologies such as advanced GIS systems, mobile computing, and drone sensing allows him to innovate new data collection, analysis, and collaboration tools for the environmental sciences that produce more accurate data and better-informed resource managers.

EXPERTISE

- **Conservation and Management Planning.** Mr. South's has extensive experience preparing mitigation and monitoring plans, habitat conservation plans, and technical biological resources management plans that are compliant with federal, state, and local regulations. Mr. South has prepared numerous reports within conservation areas such as the Western Riverside County Multiple Species Habitat Conservation Area (MSHCP) and the LA County Significant Ecological Areas (SEAs).
- **Biological Resources Assessment.** Mr. South has completed dozens of biological resources assessments throughout southern California.
- **Rare Plants and Arborist Services.** Mr. South has surveyed and assessed thousands of native and landscaped trees in southern California. He is a certified arborist with six years of tree survey experience working closely with some of the most experienced arborists in California. In addition, he has performed hundreds of hours of rare plant surveys and habitat assessments.
- **Wetland & Jurisdictional Delineations.** Mr. South has conducted dozens of jurisdictional and wetland delineations per the guidelines and methods from the US Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), and the state Regional Water Quality Control Boards (RWQCB).
- **GIS.** Mr. South is an expert at spatial data collection and analysis using ESRI mobile and desktop software products and Trimble hardware.

SELECT PROJECT EXPERIENCE

Jackson Street Improvement Project Phase I, City of Indio, Riverside County, California (2024-present). South Environmental was retained to conduct paleontological resources monitoring for this project that will improve portions of Jackson Street, Avenue 50, and Avenue 52 as well as construct drainage improvements. The project is subject to CEQA and Mr. South serves as the biological resources Task Manager, overseeing preconstruction burrowing owl survey, preconstruction roosting bat survey, and nesting bird survey tasks.

Elsinore Valley Municipal Water District Highway 74 16-Inch Sewer Extension from Wasson Canyon Road to Ethanac Road Project, Riverside County, California (2024-present). South Environmental was retained to provide archaeological, biological, and paleontological monitoring services for the Elsinore Valley Municipal Water District (EVMWD) Highway 74 16-Inch Sewer Extension from Wasson Canyon Road to Ethanac Road Project. Mr. South serves as the biological resources Task Manager, overseeing sensitive biological resources flagging, pre-construction burrowing owl surveys, and preconstruction nesting bird surveys if work extends into the nesting season.

EVMWD Rice Canyon Reservoir Access Road and New Conduit Project, City of Lake Elsinore, Riverside County, California (2022-present). South Environmental was retained to complete biological and cultural resources services. Biological resources work included a Jurisdictional Delineation Report, a Biological Resources Assessment/MSHCP Consistency Analysis, Rare Plant Surveys, Burrowing Owl Surveys, and mitigation planning. Matthew South was the Principal Biologist on the project.

Moreno Valley Dracaea Street Improvements Plan Tract 32834, City of Moreno Vally, Riverside County, California (2023-present). South Environmental completed a jurisdictional delineation for the project and obtained permits from the CDFW and RWQCB for the road improvements project. We conducted focused surveys for least Bell's vireo and for burrowing owls and prepared focused survey reports. Mr. South was the lead biologist that conducted the field survey, prepared the reports, and negotiated the permits.

Southwest Trailers Project, Riverside County, California (2024). South Environmental was retained to complete a Biological Resources Assessment and Western Riverside County MSHCP Consistency Analysis Report. Mr. South served as the Principal Biologist on this proposed gas station development project.

Market Street Triangle Project, City of Jurupa Valley, Riverside County, California (2024). South Environmental was retained to complete a Biological Resources Assessment and Western Riverside County MSHCP Consistency Analysis Report and a focused burrowing owl survey. Mr. South served as the Principal Biologist on the Project.

Bob's Big Boy Project, City of Calimesa, Riverside County, California (2024). South Environmental was retained to complete a Biological Resources Assessment and Western Riverside County MSHCP Consistency Analysis Report and a focused burrowing owl survey. Mr. South served as the Principal Biologist on the Project.

Spruce Grove Project, City of Moreno Valley, Riverside County, California (2024). South Environmental was retained to complete a Biological Resources Assessment and Western Riverside County MSHCP Consistency Analysis Report and a focused burrowing owl survey. Mr. South served as the Principal Biologist on this proposed housing development Project.

MD ACOUSTICS

Mike Dickerson Jr., INCE

Principal

Mike Dickerson has a passion for the science of sound and vibration and has worked professionally in acoustical engineering since 2002. He received his Bachelor of Science degree in Physics, emphasizing in acoustics from Brigham Young University in Utah. He is currently a member of the Institute of Noise Control Engineers (INCE). Motivated by professional growth and opportunity, Mr. Dickerson formed his own acoustical engineering firm, MD Acoustics in 2012.

Mr. Dickerson's versatile experience includes leading and assisting in the design and review of many facets of acoustical engineering and air quality projects, including but not limited to: air/noise assessments, ceiling/floor assembly design, architectural design, acoustical product design, vibration analysis and noise mitigation strategies.

Prior to starting his own consulting firm, Mr. Dickerson worked for Sony Entertainment, Parsons, and RK Engineering. He has successfully completed over 4,200 acoustical/air quality assessment reports for various engineering companies, municipalities and other agencies (both public and private). His strategic project planning and cost effective management solutions enabled him to excel in the field of Acoustics and project management.

In 2011, Mr. Dickerson was asked to present a paper at the Acoustical Society of America Seattle, Washington Conference on his research and work on noise and vibration in Cockpit Door Modules. MD continues to work closely with many engineering disciplines and provides quality results.

Education

Brigham Young University
B.S., Physics (Acoustics), 2005

Affiliations & Awards

Institute of Noise Control Engineers (INCE)

Acoustical Society of America (ASA)

BYU Acoustic Research Group

Association of Environmental Planners (AEP)

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Representative Project Experience

Interior Noise Isolation Analysis

- Monterrey Park Residential and Hotel Mixed Use Development, Monterrey Park, CA
- 57 Wheeler Mixed Use Development, Arcadia, CA
- Melrose Triangle Mixed Use Development, West Hollywood, CA
- Britanna at Oyster Point, South San Francisco, CA
- Marina City Club, Marina Del Rey, CA
- Wells Fargo Corporate Office, Chandler, AZ
- Peoria Sports Complex – Seattle Mariners Lobby, Peoria, AZ
- Intel Corporation CH5-216/217, Chandler, AZ
- Revolt Studio, Hollywood, CA
- Mammoth Rock and Bowl, Mammoth Lakes, CA
- Rubios Restaurant, San Diego, CA
- Americana at Brand, Glendale, CA
- 6300 Hollywood Blvd Retail Space, Hollywood, CA
- Calvary Church Renovations, Santa Ana, CA

Noise Impact Study

- Central Metal Incorporated Reclamation Plant Expansion, Los Angeles, CA
- Sonora Commons – North Gateway Transfer Station, Phoenix, AZ
- Great Wolf Lodge Development, Garden Grove, CA
- SuperStar Car Wash All Locations - Corporate Account
- City of San Marcos Noise Element Update, San Marcos, CA

Oil and Gas Noise and Vibration Assessment

- La Goleta Storage Field Enhancement, Santa Barbara County, CA
- Whittier Workman Mill Road Oil Rig Drilling Operation, Los Angeles County, CA
- La Goleta Storage Compressor Vibration, Santa Barbara County, CA
- Mills Station Excavation Noise and Vibration, Ventura, CA

Highway/Airport/Rail Noise and Vibration

- Caltrans Yucaipa Bridge Box Culvert Improvement, Yucaipa, CA
- Caltrans SR-110 Freeway Expansion, Los Angeles, CA
- Jackson Hole Airport Noise Contours and Flight Path Evaluation, Jackson Hole, WY
- Light Rail Transit Exposition Blvd to Culver Dr, Los Angeles, CA

Telecommunications

- T-Mobile Telecommunication Tower, Calabasas, CA
- T-Mobile Telecommunication Tower, Malibu, CA
- Verizon Wireless Telecommunication Tower, Santa Clarita, CA

Construction Noise and Vibration

- La Goleta Storage Field Enhancement (1-yr construction monitoring), Santa Barbara County, CA
- Westin Bonaventura Hotel, Los Angeles, CA
- Railroad Canyon Road Expansion, Riverside, CA

Industrial Noise and Vibration Assessment

- Intel Corporation – Noise Evaluations
- Hexcel Corporation Dust Collector Noise & Vibration, Casa Grande, AZ
- ABB Inverter Operation Noise and Vibration, Tempe, AZ
- Pacific Scientific Shaker Room, Chandler, AZ

Air Quality & Greenhouse Gas Assessment

- KPC Mixed Use Development, San Jacinto, CA
- TTM 36627 Residential Development, Hemet, CA
- Smart and Final, Highland, CA
- Bellflower Multi-family Development, Bellflower, CA
- Golden Gate National Park Recreation Area, San Mateo, CA
- RAW removal of Contaminated Soils AQ/GHG, Glendora, CA
- Nance Street Warehouse Development, AQ/GHG/HRA, Perris, CA
- Hyssop Drive Warehouse AQ/GHG/HRA, Rancho Cucamonga, CA
- Mojave Water Agency Pipeline AQ/GHG, Victorville, CA
- Shinohara Warehouse AQ/GHG/HRA, Chula Vista, CA

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Representative Project Experience - continued

Semiconductor Noise/Vibration Evaluations

- NXP Semiconductor – Building M – Vibration Isolation Design/Modifications
- NXP Semiconductor – PCW Pump Isolation Vibration Isolation Design
- NXP Semiconductor – HVAC Duct Silencer and Acoustical Design
- NXP Semiconductor – Demising Wall Evaluation and Redesign
- CyrusOne Data Center – Chiller Noise Evaluation and Noise Abatement

Mechanical Equipment (HVAC) Noise and Vibration Assessment

- Kaiser Hospital AHU Louver Replacement – Acoustics Review/Design, San Francisco, CA
- Northern Arizona University – Communication Building Redesign of Mechanical Systems – Noise and Vibration Abatement Assessment and Design Recommendations, Flagstaff, AZ
- UCLA Call Center HVAC Equipment Noise and Vibration Design Review and Recommendations, Agoura Hills, CA

Film and Entertainment Noise and Vibration Assessment

- Revolt Studio, Hollywood, CA
- University of Arizona, HSIB, Acoustics Evaluation and Design, Tucson, AZ
- The Van Buren, Phoenix, AZ
- Down to Shop Studios, Los Angeles, CA

Court Cases

- Miller/Botkin v. Roper Construction, Lincoln County, NM (D-1226-CV-2021-00261)
- Mirabella v. Shady Park, Tempe, AZ (Case No: CV2021-016159)
- Sanctuary at Desert Ridge, Scottsdale, AZ
- Westfield Mall, Topanga Canyon Blvd., Woodland Hills, CA
- Water Hauling Operations, Phoenix, AZ
- Mobile Radio Patent infringement, Calfee Attorneys
- Foghorn Noise Acoustic Evaluation and Noise Review, Oxnard, CA

Ordinances

- Flagstaff Police Department and City of Flagstaff Noise Ordinance, 2022
- Flagstaff Parks Noise Ordinance, Flagstaff, AZ, 2018
- Queen Creek Noise and Vibration for Well Drilling, Queen Creek, AZ
- Fountain Hills Noise Ordinance, Fountain Hills, AZ
- Paradise Valley Special Event Noise, Paradise Valley, AZ

Product Development/Testing

- Wrap Technologies, BolaWrap, Silencer Suppressor, 2019/2020
- International Drying Corporation - Stealth Dryer Systems
- International Drying Corporation - Impeller Design
- International Drying Corporation - Silencer Design
- International Drying Corporation - Mechanical Engineering/Flat Piece Design/Machining
- Sound Cave Laboratory, Anechoic Chamber

Go Back to Meet the Team ↑

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Mike Dickerson Sr., INCE, ASME, INCOSE, ASA

Principal

Michael Dickerson Sr. has worked in sound, controls, and vibration for 45 years. He has worked professionally in acoustical engineering since 1978. He received his Bachelor's and Master of Science degrees in Mechanical Engineering, from Brigham Young University in Utah. He is currently a member of the Institute of Noise Control Engineers (INCE), International Council of System Engineers (INCOSE), American Society of Mechanical Engineers (ASME) Acoustical Society of America (ASA) and provides papers and training to the various engineering societies. Mr. Dickerson Sr. continues to successfully build and develop MD Acoustics LLC through marketing and team-building efforts.

Mr. Dickerson's varied experience started in the NAVY as a Nuclear Power officer in the Submarine service. After that, the computer industry worked at UNIVAC designing impact printers from a noise and vibration standpoint. The main goal was to successfully design quieter impact printers. He then worked at DataProducts leading a team of engineers to design printers for the "at the time" world's largest printer manufacturer. During his time at DataProducts he consulted with Bolt Beranek and Newman assisting in the design and review of many facets of acoustical engineering projects. He then moved to the DOD and space industries working on Aircraft, Helicopters, and Spacecraft noise, vibration, and design. He was Manager of Engineering Analysis, Manager of Mechanical Engineering, and Chief Engineer of various Space and Military weapon systems. He worked at the NASA Jet Propulsion Lab for 10 years developing new products. In addition, he worked for AeroVironment Inc. as a Sr. System Engineer developing the unmanned aerial vehicle.

Mr. Dickerson Sr. has written several papers on System Engineering for the INCOSE Insight and was President of the LA Chapter in 2005.

In 2011, Mr. Dickerson was asked to present a paper at the Acoustical Society of America Seattle, Washington Conference on his research and work on noise and vibration in Cockpit Door Modules. MD continues to work closely with many engineering disciplines and provides quality results.

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Education

Brigham Young University
B.S., Mechanical Engineering, 1971

M.S., Mechanical Engineering (Controls and Vibrations), 1971

United States Navy - Nuclear Power School

Affiliations & Awards

Institute of Noise Control Engineers (INCE)

Acoustical Society of America (ASA)

International Council of System Engineers (INCOSE)

American Society of Mechanical Engineers (ASME)

Awarded Patent on Process Control and Monitoring of Variable Air Volumes for Metering

Pneumatically controlled practices bomb ejector

Representative Project Experience

Architectural Acoustics Assessment/Design

- Intel Corporation CH5-216/217, Chandler, AZ
- Revolt Studio, Hollywood, CA
- Mammoth Rock and Bowl, Mammoth Lakes, CA
- Rubio's Restaurant, San Diego, CA
- Vista Del Mar Residential Development, Dana Point, CA
- Americana at Brand, Glendale, CA
- 6300 Hollywood Blvd Retail Space, Hollywood, CA
- Calvary Church Renovations, Santa Ana, CA
- Down To Shop TV Studio Noise Study and Recommendation, Los Angeles, CA
- XTEN North Flores Multi-Residential Development, West Hollywood, CA

Noise and Vibration Assessment

- Central Metal Incorporated Reclamation Plant Expansion, Los Angeles, CA
- Whittier Workman Mill Road Oil Rig Drilling Operation, Los Angeles County, CA
- La Goleta Storage Compressor Vibration, Santa Barbara County, CA
- Vineland Gas Station and Car Wash, Los Angeles, CA
- Lakeview Terrace Gas Station & Car Wash, Los Angeles, CA
- Sonora Commons – North Gateway Transfer Station, Phoenix, AZ
- Van Buren Blvd Express Car Wash, Riverside, CA
- Broadway Gas Station and Car Wash, Los Angeles, CA
- Riverside Car Wash and Retail, Jurupa Valley, CA
- Hog Wash Car Wash, Phoenix, AZ
- Soto St Car Wash, Los Angeles, CA
- MaClay Service Station and Car Wash, San Fernando, CA
- Quick Quack Car Wash, Cave Creek, AZ
- Quick Quack Car Wash, Reno NV
- Super Star Express Car Wash, Apache Junction, AZ
- Super Star Express Car Wash, Vista, CA
- Super Star Express Car Wash, Mesa, AZ
- Mills Station Excavation Noise and Vibration, Ventura, CA
- Westfield Mall Topanga Canyon 24HR Fitness and REI Los Angeles, CA
- Glass House Farms Cultivation Facility, Cathedral City, CA
- Red Valle Vista 7-Eleven, Riverside County, CA
- Coachella Festival, Coachella CA
- Estrella Commons Residential Development, Goodyear, AZ
- Berylwood Park Skatepark, Simi Valley, CA
- Marshalls – Del Amo Plaza, Torrance, CA
- Ellis Commons Senior Housing Blasting, Perris, CA
- Canyon Creek Blasting, San Diego, CA
- Pico Blvd Multi-Family Development Cat32, Los Angeles, CA
- Cyrus One Trane Chillers, Chandler, AZ
- Warner Ave Vault Resonance, Huntington Beach, CA
- NXP Semiconductor Fabrication Noise Evaluation, Chandler, AZ
- Foundation for Blind Children, Phoenix, AZ
- SRP Wire Grinder, Phoenix, AZ

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Representative Project Experience - continued

Noise and Vibration Assessment - continued

- Scottsdale Gun Club, Scottsdale, AZ
- Chandler Police Department, Chandler, AZ
- Victoria Promenade, Studio X, Rancho Cucamonga, CA
- 11940 Foothill, demising wall problem, Rancho Cucamonga, CA
- Church to Church Demising Wall noise, Chandler, AZ

Oil and Gas Noise and Vibration Assessment

- La Goleta Storage Field Enhancement, Santa Barbara County, CA
- Whittier Workman Mill Road Oil Rig Drilling Operation, Los Angeles County, CA
- La Goleta Storage Compressor Vibration, Santa Barbara County, CA
- Mills Station Excavation Noise and Vibration, Ventura, CA

Highway/Airport/Rail Noise and Vibration

- Caltrans Yucaipa Bridge Box Culvert Improvement, Yucaipa, CA
- Caltrans SR-110 Freeway Expansion, Los Angeles, CA
- Long Beach Airport Garage Demolition, Long Beach, CA
- El Segundo Interior noise assessment from LAX Noise Corridor El Segundo CA
- Valley Circle Project – State Route 101 Bridge No. 53-0468, 53-0301 and 53-466 Vibration Monitoring and Mitigation
- Caltrans 7000003911 I-5 North County Enhancements Project Noise Monitoring Training

Telecommunications

- T-Mobile Telecommunication Tower, Calabasas, CA
- T-Mobile Telecommunication Tower, Malibu, CA
- Verizon Wireless Telecommunication Tower, Santa Clarita
- EAS T-Mobile Cell Tower, Brentwood, CA
- ATT White Star Cell tower, San Diego, CA
- Sprint Cell Tower, Calaveras County, CA
- ATT Cell Tower, Hillsborough, CA
- ATT El Cajon, El Cajon, CA
- Sprint Pinto Lake Cell Tower, Santa Cruz,
- ATT Cell Tower, Dover, MA
- ATT Cell Tower, Poway, CA

Construction Noise and Vibration

- La Goleta Storage Field Enhancement (1-yr construction monitoring), Santa Barbara County, CA
- Westin Bonaventura Hotel, Los Angeles, CA
- Long Beach Airport, Long Beach, CA
- French Valley Airport Development, Riverside Co., CA
- Cameron Ave Surf Thru Express Car Wash Noise Compliance, Visalia, CA

Industrial Noise and Vibration Assessment

- Hexcel Corporation Dust Collector Noise & Vibration, Casa Grande, AZ
- ABB Inverter Operation Noise and Vibration, Tempe, AZ
- Pacific Scientific Shaker Room, Chandler, AZ
- Skyworks Solutions Apple Noise assessment, Newbury Park, CA

Air Quality & Greenhouse Gas Assessment

- Golden Gate National Park Recreation Area, San Mateo, CA
- RAW removal of Contaminated Soils AQ/GHG, Glendora, CA

Court Cases

- Sanctuary at Desert Ridge, Scottsdale, AZ
- Westfield Mall, Topanga Canyon Blvd., Woodland Hills, CA
- Mobile Radio patent infringement, Calfee Attorneys
- Foghorn Noise Acoustic Evaluation and Noise Review, Oxnard, CA
- Bamshad v. Regency Owners' Association, LASC Case No. 19VEGV00242. Dickens St. Sherman Oaks, CA
- Civil Code 910 and 6000

Ordinances

- Flagstaff Parks Noise Ordinance, Flagstaff, AZ
- Queen Creek Noise and Vibration for Well Drilling, Queen Creek, AZ

Product Development/Testing

- Airbus 350 and 380Cockpit Doors
- Wrap Technologies, BolaWrap, Silencer Suppressor, 2019/2020
- International Drying Corporation – System design
- Fort Huachuca Anechoic chamber deployment and certification

Go Back to Meet the Team ↑

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INTEGRATED ENGINEERING GROUP
TRANSPORTATION PLANNING AND ENGINEERING
www.**intenggroup**.com

George Ghossain

Principal Engineer, *P.E., MSCE, MPA*

Education:

B.S. Civil Engineering, San Diego State University, San Diego, CA
M.S. Civil Engineering, CAL POLY Pomona, Pomona, CA
M.P.A. CAL POLY Pomona, Pomona, CA

Certification:
Professional Engineer, California License #TR 2786

PROFESSIONAL BIOGRAPHY

George is a Principal Engineer at Integrated Engineering Group (IEG) with over 22 years of experience in the public and private sectors. During his professional years in the public sector, George had the opportunity to review, manage and lead large scale and complex City projects where he developed the vision and technical approach needed to successfully complete these projects. Additionally, he took a lead role in the development and implementation of a successful partnering commitment between various departments within the organization and with other regional regulatory agencies such as SANDAG, Caltrans and MTS. George also took a lead role in the professional consultant selection process which he managed during the technical study preparation period and approval process of the projects. As a consultant, George developed an extensive experience in the preparation of parking studies, traffic impact analysis (TIA) and vehicle miles traveled (VMT) assessment reports for general plans, community plans, specific plans and large-scale private developments and capital improvement projects (CIP). He also prepared mobility and multimodal studies to balance all modes of transportation on neighborhood and community scale levels. Throughout his professional career in the public and private sectors, George had the opportunity to attend numerous public hearings and conduct transportation related presentations and public open houses as part of the public outreach engagement process.

PROJECT EXPERIENCE SAMPLE

Comprehensive Community Plan Updates

Comprehensive Community Plan Updates (Ocean Beach, Uptown, North Park, and Golden Hill Community Plans), San Diego, CA: *Supervising Project Engineer, Public Sector.*
City of Colton General Plan Circulation Element, Colton, CA: *Project Engineer.*

Comprehensive Community Plan Amendments & Specific Plans

University City Community Plan Amendment, San Diego CA: *Supervising Project Engineer.*
Quarry Falls Master Plan & Traffic Impact Study, San Diego, CA: *Project Engineer*.
Pellissier Ranch Specific Plan, Colton, CA:*Project Engineer.*

Transportation Impact Studies (TIA) and Vehicle Miles Traveled (VMT)

Calexico Port of Entry TIA, Calexico, CA: Task Manager.
Coachella Airport Business Park Project TIA & VMT, City of Coachella, CA: *Project Engineer.*
Wildomar Trail Town Center TIA & VMT, City of Wildomar, CA: *Project Engineer.*
Two Bunch Palms RV Park TIA & VMT, City of Desert Hot springs, CA: *Project Engineer.*
Maverick Gas Station TIA & VMT, City of Desert Hot springs, CA: *Project Engineer.*
Lincoln Colony Apartments TIA & VMT, City of Anaheim, CA: *Project Engineer.*
Mission Avenue and Rock Springs Gas Station TIA & VMT, City of Escondido, CA: *Project Engineer.* Service Station TIA & VMT, City of Murrieta, CA: *Project Engineer.*
Central Avenue Commercial Retail VMT, County of Riverside, CA: *Project Engineer.*
Central Avenue Gas Station VMT, County of Riverside, CA: *Project Engineer.*
State Street Extension Project TIA, City of San Bernardino, CA: *Project Engineer.*

Warehouse Trucking Facility TIA, City of Rialto, CA: *Project Engineer.*
Service Station and Restaurant TIA, City of Chino, CA: *Project Engineer.*
Church at the Red Door TIA, City of Indio, CA: *Project Engineer.*
Dutch Bros Coffee Shop TIA, City of Indio, CA: *Project Engineer.*
San Ysidro Port of Entry TIA and Mobility Studies, San Ysidro, CA: *Task Manager.* SANDAG Hillery Drive Direct Access Ramp TIA, San Diego, *CA: Project Engineer.* Interstate 805 Managed Lanes Traffic Impact Study, San Diego, CA*: Task Manager.* Santiago Residential Project TIA, City of Temecula, Ca*: Project Engineer.*
Horseshoe Lake Park Project TIA, Jurupa Valley, CA*: Project Engineer.*
Vernola Family Park Project TIA, Jurupa Valley, CA*: Project Engineer.*
Adelanto High School TIA, San Bernardino, CA*: Project Engineer.*
Banning Gateway Industrial Park TIA, Banning, CA*: Project Engineer.*
Islamic Center TIA, City of Temecula, CA*: Project Engineer.*
20th Street West Development Traffic Impact Study, Palmdale, CA*: Project Engineer.*
Hood boulevard Shopping Center TIA & VMT, City of Victorville, CA: *Project Engineer*
Kroger Gas Station TIA & VMT, Cathedral City, CA: *Project Engineer*
40th Street & Avenue S TIA & VMT,City of Palmdale, CA: *Project Engineer*
Palmdale Blvd & 5th St West Shopping Center TIA & VMT,City of Palmdale, CA: *Project Engineer*
Coffee Shopping Center TIA & VMT,City of Bakersfield, CA: *Project Engineer*
Valley Shopping Center TIA & VMT,City of Sacremento, CA: *Project Engineer*

Corridor Studies

Date Palm Drive Corridor Connector Plan, Cathedral City, CA*: Project Engineer.*
SCAG Compass Blueprint Highway 99 and Indio Boulevard, Indio, CA*: Project Engineer.*
Downtown Streetscape Project, Phase One - 4th Street, San Bernardino, CA*: Project Engineer.*

Peer Review

Prologis Park Traffic Study Peer Review, Moreno Valley, CA*: Project Engineer.*
Colton Soil Safe Improvement Project, Colton, CA*: Project Engineer.*

Parking Studies

Fairfield Inn Hotel Parking Study, City of Simi Valley, CA: *Project Engineer*
Banning Gateway Project Parking Study, City of Banning, CA*: Project Engineer.*
Town Place Square Parking Study, Rancho Cucamonga, CA*: Project Engineer.*
PIMA Vista Medical Institute Parking Analysis, Vista, CA*: Project Engineer.*

Kevin L. Paul, PE, GE

Principal Geotechnical Engineer

With over 25 years of experience in the geotechnical engineering, materials engineering, materials testing and inspection, and environmental services field, Mr. Kevin Paul specializes in public works, essential services, educational and renewable energy projects. He has been the geotechnical engineer for numerous public works projects for numerous jurisdictions throughout southern California, including bridges, roadways, water and sewer supply and infrastructure, and buildings. As principal geotechnical engineer, he provides direct geotechnical engineering oversight. Mr. Paul is an experienced project manager, with the responsibility of assuring high quality subsurface study, data analysis, and budget management. He is directly involved in development of project scopes and proposals, coordination and preparation of project teams, direction of fieldwork, personnel and equipment, laboratory testing and analysis, and report preparation. He serves as the Engineer-of-Record for Earth Systems' Bermuda Dunes materials testing laboratories for AASHTO re:Source (formerly AMRL) and Cement and Concrete Reference Laboratory (CCRL) accreditation, California Department of Transportation (Caltrans) certified laboratory, and Division of State Architect (DSA) Laboratory Evaluation and Acceptance (LEA) programs.

AREAS OF EXPERTISE

- Geotechnical engineering studies, including subsurface exploration, laboratory testing of soil samples, engineering analyses, and report preparation
- Geotechnical aspects of mass grading and excavation operations
- Geotechnical aspects of shoring design
- Geotechnical parameters for shallow and deep foundation systems
- Supervision of grading observation and special inspection personnel during construction activities
- Engineering analyses relating to seismically induced and static settlements, slope stability, soil liquefaction, and slope stabilization
- Reclamation of existing pavements, such as in-place pulverization and cement stabilization
- Third-party reviews of geotechnical reports

PROJECT EXPERIENCE

- Valley Sanitary Training Office & Lab Buildings, Indio, CA
- Serena Park Phase 1 Environmental Site Assessment, Palm Springs, CA
- Jersey Blvd. & Milliken Ave. Environmental Review, Racho Cucamonga, CA
- Horseshoe Lake Park, Jurupa Valley, CA (Partnered with Altum Group)
- Speedway Commerce Center, Environmental Impact Report Review, Rancho Cucamonga, CA (Partnered with Altum Group)
- Kroger Store 308, Cathedral City, CA (Partnered with Altum Group)
- Crossings at La Quinta, La Quinta, CA (Partnered with Altum Group)
- Glamis Specific Plan, Holtville, CA (Partnered with Altum Group)
- Vernola Family Park, Jurupa Valley, CA (Partnered with Altum Group)
- Groundwater Monitoring, Tribal Land (confidential), Palm Springs, CA

REGISTRATIONS AND CERTIFICATIONS

Registered Professional Engineer (Geotechnical), State of California, (No. 2930)

Registered Professional Engineer (Civil), State of California, (No. 70084)

Registered Professional Engineer (Civil), State of Arizona, (No. 53526)

Registered Professional Engineer (Civil), State of Nevada, (No. 22338)

Certified Radiation Safety Officer

OSHA 40 Hour safety trained
Loss Prevention System (LPS) Program Trained

Exxon Mobil Oil Corporation, Loss Prevention System Safety Program Trained

Qualified Project Manager, Kleinfelder Project Manager Qualification System
Personal Leadership Essentials, 16 Hour Course

Principal Leadership Course, 16 Hour Course

EDUCATION

B.S., Civil Engineering, Ryerson Polytechnic University, Toronto, Canada

AWARDS

Excellence Award for Major Retail, Commercial and Industrial Project Excellence, Technical Training Seminar, Best Project/Project Management for 75-million-dollar renovation of the Galleria at Tyler Mall in Riverside, California. Company Fees over $1.5 million.

American Society of Civil Engineers – Flood Management Project of the Year – Riverside County Flood Control and Water Conservation District - Eagle Canyon Dam and Debris Basin – Riverside and Los Angeles Chapter and California award winner.

PROFESSIONAL AFFILIATIONS

Lifetime Member, Golden Key International Honor Society

EMAIL

ALEXANDER SCHRIENER

Environmental Geologist

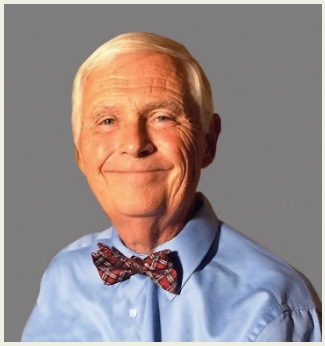
Schriener has over 40 years of experience as an alternative energy, natural resource environmental geologist. He is experienced in all phases of environmental assessment n project scoping, field investigation, data analysis, and site remediation, and post-study sultation. His project experience includes preparation of Phase I and Phase II ironmental Site Assessments (ESAs), and Initial Site Assessments (ISA). Mr. Schriener has ertise in geothermal resources, including exploration, well-drilling, development, and ource management. He obtained a Bachelor of Science degree in Geology from the versity of Washington, and a Master of Science degree in Geology from Oregon State versity. He has authored several technical papers that have been included in lications issued by the Geologic Society of America and Association of Petroleum logists, among others, as well as numerous geology field trip guidebooks.

AREAS OF EXPERTISE

- Phase I and Phase II Environmental Site Assessments
- Phase III site remediation and closure
- Initial Site Assessments (Caltrans and Caltrans Local Assistance Projects)
- Geothermal resource management, development and exploration.
- Geothermal energy management and well drilling
- Hazards/Hazardous Materials Assessment (CEQA)
- Peer Review
- Delineation of contaminant plumes
- Monitoring well installation and development
- Groundwater monitoring and sampling

PROJECT EXPERIENCE

- Horseshoe Lake Park, Jurupa Valley, CA (Partnered with Altum Group)
- Twentynine Palms Band of Mission Indians Projects –
    - San Bernardino County (Numerous Projects)
    - Riverside County (Numerous Projects)
- Desert View Power Plant, Mecca, CA
- City of Indio Environmental Site Assessment, 18 Acres and 57 APNs, Indio, CA
- City of La Quinta Environmental Site Assessment, 3 Easements, La Quinta, CA
- Serena Park Phase 1 Environmental Site Assessment, Palm Springs, CA
- Annenberg Retreat at Sunnylands, Rancho Mirage, CA
- Kroger Store 308, Cathedral City, CA (Partnered with Altum Group)
- Groundwater Monitoring, Tribal Land (confidential), Palm Springs, CA



REGISTRATIONS AND CERTIFICATIONS
Professional Geologist, State of California, 2001 (No. 7198)

EDUCATION
M.S., Geology, Oregon State University Corvallis, Oregon 1978

B.S., Geology, University of Washington Seattle, Washington 1976

PROFESSIONAL AFFILIATIONS
Member: Geological Society of America

Member: American Association of Petroleum Geologists.

Member: Geothermal Resources Council

PUBLICATIONS
21 technical papers and field trip guidebooks, published in the Geological Society of America, Association of Petroleum Geologists, United States Geological Survey Open File Report, Stanford Geothermal Program Conference, Geothermal Resources Council Transactions, Department of Energy, Journal of Scientific Drilling, and Geochemistry, Geophysics and Geosystems.

MS Thesis "The Geology and Mineralization of the Northern Part of the Washougal Mining District, Skamania County, Washington"

EMAIL
aschriener@earthsystems.com

Mark Spykerman, PG, CEG, CHG

Principal Engineering Geologist

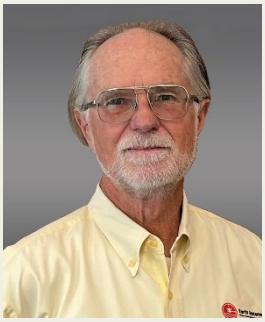
As a principal engineering geologist with Earth Systems, Mark Spykerman is responsible for evaluation of the impact of geologic and hydrologic conditions upon proposed developments. Certified by the State of California as a professional geologist, engineering geologist, and hydrogeologist, Mr. Spykerman has over 40 years of experience on public works projects, authoring hundreds of reports that have been reviewed and approved by the California Geologic Survey (CGS). He has been responsible for oversight and management of large-scale field operations, including managing, training, and mentoring staff. Mr. Spykerman's areas of expertise include geologic hazards assessments, seismic analysis, fault investigation, analysis of liquefaction and lateral spreading, rockfall and slope stability evaluation. He is thoroughly familiar with the requirements of California Code of Regulations (CCR) Title 24, the California Building Code (CBC) and the California Geological Survey's (CGS) Note 48 Checklist. Geologic analyses are performed in accordance with the CGS guidance document Special Publication 117A for earthquake and landslide hazards. Mr. Spykerman received his Bachelor of Science degree in Geology from California State University Fresno.

AREAS OF EXPERTISE

- Geologic hazard studies
- Landslide evaluation and mitigation
- Seismic analysis, including determination of design peak bedrock accelerations, design earthquake magnitudes, and seismic response spectra
- Fault investigation and assessment of potential for fault rupture
- Evaluation of liquefaction and lateral spreading potential
- Slope stability analysis
- Slope reinforcement
- Erosion studies and mitigation
- Fluvial geomorphology
- Assessment of potential for naturally-occurring asbestos (NOA) and radon

PROJECT EXPERIENCE

- Valley Sanitary Training Office & Lab Buildings, Indio, CA
- City of Indio Environmental Site Assessment, 18 Acres and 57 APNs, Indio, CA
- City of La Quinta Environmental Site Assessment, 3 Easements, La Quinta, CA
- Desert View Power Plant, Mecca, CA
- Horseshoe Lake Park, Jurupa Valley, CA (Partnered with Altum Group)
- Vernola Family Park, Jurupa Valley, CA (Partnered with Altum Group)
- Kroger Store 308, Cathedral City, CA (Partnered with Altum Group)
- Crossings at La Quinta, La Quinta, CA (Partnered with Altum Group)
- Groundwater Monitoring, Tribal Land (confidential), Palm Springs, CA



REGISTRATIONS AND CERTIFICATIONS

Certified Engineering Geologist, State of California (No. 1174)

Registered Professional Geologist, State of California (No. 3800)

Certified Hydrogeologist, State of California (No. 331)

EDUCATION

B.A., Geology, California State University, Fresno

PROFESSIONAL AFFILIATIONS

Association of Engineering and Environmental Geologists

Seismological Society of America

EMAIL

mspykerman@earthsystems.com

Appendix

Hourly Rates

44-600 Village Court, Suite 100
Palm Desert, CA 92260
(760) 346-4750 Tel

TheAltumGroup
Strive Higher

2025 SCHEDULE OF HOURLY RATES

Staff Member	Hourly Rate
Principal	$215.00
Director	$195.00
Senior Project Manager	$188.00
Project Manager	$180.00
Assistant Project Manager	$168.00
Senior Associate	$157.00
Associate	$139.00
Assistant	$115.00
Project Coord/Technician	$92.00
Administrative Assistant/Clerical	$65.00
Intern	$43.00

Survey Services:

Survey Crew - Non Prevailing	$245.00
Survey Crew - Prevailing	$295.00

Survey Crew Rates:

Hourly rates include standard 2-man crew, 1-man robotic crew and 1-man GPS crew.
A two-hour minimum applies for all field services.

Reimbursables Expenses:

Mileage is billed at IRS business rate plus 15%
Printing, reproduction, etc. are billed at direct cost plus 15%

Altum's Schedule of Hourly Rates is subject to change based on an annual review of the cost of living and employee wage increases. In the event Altum's Schedule of Hourly Rates changes, a corresponding percentage increase shall be applied to all remaining Agreement budgets and such Schedule of Hourly Rates shall apply to subsequent Extra Work. If Consultant works in excess of 8.0 hours in a day or 40.0 hours in a week at Client direction, overtime rates will apply.

2025 Standard Rate Sheet*

Billing Title	Billing Rate
Principal Biologist	$210
Senior Biologist	$180
Biologist 2	$160
Biologist 1	$145
Biological Field Technician	$120
Principal Architectural Historian/Archaeologist/Paleontologist	$200
Senior Architectural Historian/Archaeologist/Paleontologist	$170
Architectural Historian/Archaeologist/Paleontologist 2	$150
Architectural Historian/Archaeologist/Paleontologist 1	$135
Field Technician	$115
GIS Specialist	$160

***Rates subject to an annual escalation**

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INTEGRATED ENGINEERING GROUP HOURLY RATE SCHEDULE

SPECIALTY	TITLE & DESCRIPTION	HOURLY RATE ($)			
		YEAR 1 (2024)	YEAR 2 (2025)	YEAR 3 (2026)	YEAR 4 (2027)
Transportation Tech Studies	Principal Engineer	165	170	175	180

Billing Rates

Compensation for Services

The Consultants Billing rates for services are as follows:

Position	Hourly Rate
Principal Consultant	$ 220.00
Sr. Acoustical Consultant	$ 178.50
Sr. Vibration Consultant	$ 178.50
Air Quality Specialist	$ 178.50
Consultant	$ 155.00
Engineering Technician I	$ 119.00
Engineering Aide	$ 83.00
Administrative Assistant	$ 78.00
Administrative Aide	$ 66.00
Clerical Aide	$ 60.00
Principal Controls & Vibration Engineer	$ 244.00
Senior Scientist Noise & Vibration	$ 226.00
Senior Design Engineer	$ 161.00
Expert Witness	$ 613.00
Mechanical Packaging Engineer	$ 178.50
COMSOL Expert & Modeling	$ 416.00
ANSYS Expert & Modeling	$ 416.00
Automobile Mileage	$ 1.13/mile

General

1. Per Diem charges are based on current government rates based on area.
2. Hourly rates apply to work time, travel time and time spent at public hearings and meetings. For overtime work, the above rates may be increased 50 percent.
3. Client payment for professional services is not contingent upon the client receiving payment from other parties.
4. Billing statements for work will be submitted bi-monthly. Statements are payable Net 15 upon receipt by the client of the statement. Any statement unpaid after ninety (90) days shall be subject to interest at the maximum permitted by law.
5. These rates are valid for 1 year and will increase yearly with the inflation rate per year.

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2025 FEE SCHEDULE
(Effective January 1, 2025)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge ($90.00/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add $21.00. Testing of contaminated soil will be per quote. Samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit	$116.00
Atterberg Limits: Plasticity Index	$247.00
California Bearing Ratio, 3 points; incl. ref maximum density	$867.00
California Bearing Ratio, 9 points; incl. ref maximum density	$1,208.00
Consolidation, one dimensional	$258.00
Consolidation, timed, per point	$74.00
Basic Corrosivity w/out Report (pH, Sulfate, Chl., Resistivity)	$294.00
Direct Shear, 3 points	$300.00
Expansion Index Test	$195.00
Maximum Density and Optimum Moisture: 4" Mold	$220.00
Maximum Density and Optimum Moisture: 6" Mold	$240.00
Maximum Density and Optimum Moisture: California Impact	$252.00
Moisture and Unit Weight Determination, from ring samples	$29.00
Moisture Only	$21.00
Permeability Tests, constant head or falling head	Per Quote
R-Value	$350.00
R-Value, CA State Hwy/set of 3, Cement, Lime, Other additives	$430.00
Hydro Collapse Potential	$153.00
Hydrometer Analysis, assumed specific gravity, with 200 wash	$247.00
Sieve/Hydrometer Analysis, assumed specific gravity, w/200 wash	$247.00
Sieve Analysis, Aggregate Base/Subbase	$200.00
Sieve Analysis 200 wash only	$135.00
Sieve Analysis with wash	$185.00
Sieve Analysis, Oversize Material	$250.00
Specific Gravity	$195.00
Swell Test, undisturbed	$195.00
Swell Test, remolded	$247.00
Unconfined Compressive Strength, untreated	$174.00
Unconfined Compressive Strength, lime or cement treated material	$604.00

THERMAL RESISTIVITY TESTS

Concrete, 1 point w/moisture content (requiring special collection procedure)	$250.00
Field Testing using Thermal Resistivity Meter	$350.00
Soil, per moisture point, per sample	$290.00
Soil, 3 moisture points with dry-out curve, per sample	$890.00

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions	$280.00
Absorption, Coarse Aggregate	$100.00
Absorption, Fine Aggregate	$147.00
Clay Lumps and Friable Particles in Aggregate	$170.00
Cleanness Value of Coarse Aggregate	$200.00
Crushed Particles, each size	$130.00
Durability Index, Coarse or Fine Aggregate	$200.00

2025 FEE SCHEDULE
(Effective January 1, 2025)

Flat and Elongated Particles in Aggregate	$200.00
Organic Impurities in Fine Aggregate	$100.00
Potential Reactivity of Aggregated by Chemical Method, each size	Per Quote
Sand Equivalent	$155.00
Sieve Analysis, washed	$185.00
Soundness, Sodium Sulfate, 5 cycles	$500.00
Specific Gravity, Coarse Aggregate	$147.00
Specific Gravity, Fine Aggregate	$147.00
Uncompacted Void Content of Fine Aggregate Angularity, w/fine Aggregate SG	$252.00
Unit Weight of Aggregate	$147.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders.	$39.00
Compression Test of Cored Samples, cored at laboratory	$145.00
Compression Test of cores delivered by others	$90.00
Compression Test of Lightweight Concrete	$45.00
Density of Concrete Cylinders	$79.00
Density of Hardened Concrete	$111.00
Flexural Strength, Simple Beam with Third Point Loading	$190.00
Grading of Shotcrete Cores	$168.00
Sample Storage, monthly per sample	$32.00
Shrinkage, set of 3	$480.00
Unit Weight of Lightweight Concrete	$120.00
Enviro. Recycling Fee, per cylinder, core or beam	$2.50
Enviro Recycling Fee, per flex beam	$6.00
Enviro Recycle Fee/Form Stripping, per shotcrete panel/beam	$55.00

MASONRY

Absorption of Block, set of 3	$180.00
Compression Test, 2” x 4” Mortar Cylinders	$45.00
Compression Test, 3” x 3” x 6” Grout Samples	$45.00
Compression Test on Block, set of 3	$195.00
Compression Test on Grouted Prisms, includes cutting	$300.00
Compression Test on Masonry Cores	$84.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Masonry Shrinkage, set of 3	$350.00
Moisture Content of Block as received, set of 3	$145.00
Laboratory Shear Test on Masonry Cores, 2 faces	$175.00
Specific Gravity and Unit Weight of Block, set of 3	$184.00
Enviro Recycling Fee, per prism	$10.00
Enviro Recycling Fee, per mortar or grout sample	$2.50

FIREPROOFING

Fireproof Bond Test	$95.00
Fireproofing Density Test	$150.00

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples	$60.00
Compaction of Lab Samples, CA Kneading Compactor, set of 3	$465.00
Compaction of Lab Samples, CA Kneading Compactor, set of 5	$709.00
Compaction of Lab Samples, Marshall Method set of 3 –(50 blows/side)	$390.00
Compaction of Lab Samples, Marshall Method set of 3 –(75 blows/side)	$490.00
Extraction of Oil from A.C. Mixtures	$300.00
Extraction of Oil from Rubberized Mixtures	$394.00
Hazardous Waste Handling Charge for Extracted Oil	$98.00

2025 FEE SCHEDULE
(Effective January 1, 2025)

Ignition Oven Binder Content, after initial correction value is determined $205.00
Ignition Oven Binder Gradation Correction Value /mix design, average of 3 ..... $1,400.00
Moisture Content $58.00
Sieve Analysis of Extracted Aggregate $250.00
Sieve Analysis of Ignition Oven Residue $250.00
Specific Gravity, Theoretical Maximum, Rice Method $163.00
Stability and Flow, Marshall Apparatus, set of 3 ..... $265.00
Stabilometer, Hveem S-Value, set of 3 ..... $265.00
Enviro Recycling Fee, per sample $4.00
Enviro Recycling Fee for Extracted Oils $40.00

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not included $190.00
Pipe Flattening Test, sample preparation not included $190.00
Reinforcing Steel Coupler Tensile and Slip Tests $375.00
Structural Steel Bend Test, sample preparation not included $195.00
Structural Steel Machining/Sample Preparation ..... cost + 20%
Structural Steel Tensile Test, sample prep not included $195.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9 ..... $180.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18 ..... Per Quote
Enviro Recycling Fee, per sample $3.00

BOLT TESTS

Bolt Tests, chemical or mechanical $132.00

WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, per position ..... Per Quote
AWS D1.1: 1" Plate, per position ..... Per Quote
AWS D1.3: Sheet Steel ..... Per Quote
AWS D1.4: Reinforcing Bar ..... Per Quote
ASME/API Pipe Sections ..... Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-volt Portable Electric Generator $120.00/day
Anchor Pull Test Equipment ..... $84.00/hr.
Bailer (disposable) w/dedicated rope ..... $32.00/ea.
Concrete and Asphalt Concrete Coring Equipment $120.00/day
Concrete Slab Moisture Transmission Kit ..... $60.00/ea.
Conductivity Meter $90.00/day
Cut-Off Saw $90.00/day
Double Ring Infiltrometer (per set) $185.00/day
Drum Dolly $27.00/day
Drums ..... $100.00/ea.
Dynamometer, In-line Scale $58.00/day
Hammer Drill $58.00/day
Hand Auger/Sampler Equipment $65.00/day
Lock n, Load VOC Sample Pres. Sys. ..... $27.00/ea.
Magnetic Particle Equipment ..... Per Quote
Manometer $111.00/day
Mini-Troll Groundwater Level Transducer ..... Per Quote

2025 FEE SCHEDULE
(Effective January 1, 2025)

Nuclear Density Equipment, per hour	$15.00
Paint Thickness or Ultrasonic Thickness Meter	$150.00/day
Percolation Tank System and Trailer	$325.00/day
Personal Protective Equipment Level C	Per Quote
Pile Driving Equipment (for pile load testing)	$999.00/day
Pile Load Testing Equipment	$850.00/day
Pulse Velocity Meter	$130.00/day
Rebound Hammer (Schmidt Hammer)	$75.00/day
Reinforcing Steel Locating Equipment (DR-Meter)	$120.00/day
Relative Humidity Meter	$58.00/day
Safety and Specialty Equipment	Per Quote
Sampling Consumables	Per Quote
Skidmore Bolting Calibration Equipment	$250.00/day
Slope Inclinometer Equipment, per hole	Per Quote
Soil Sampling Containers (metal)	$21.00/ea.
Soil Sampling Containers (glass)	$6.00/ea.
Tape Extensometer	Per Quote
Tension Equipment	$58.00/day
Torque/Tension Equipment	$80.00/day
Water Level Indicator	$53.00/day
Per Diem	$215.00/day
DIR Compliance/eCPR, per week	$80.00
DSA Box Posting, ea.	$158.00
DSA Lab Compliance, per week	$58.00
Equipment Charge	Per Estimate
Heated/Cooled Curing Box	$50.00/day

2025 FEE SCHEDULE
(Effective January 1, 2025)

EXPERT WITNESS SERVICES

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional $600.00
Associate Professional..... $450.00
Senior Professional..... $400.00
Clerical/Admin Services..... $150.00

SPECIAL SERVICES

Deposition ..... $600.00/hr.[2]
Arbitration..... $500.00/hr.
Court Appearance/Hearings ..... $1,800.00/half day[3]
Standby to Appear ..... $900.00/day[4]

BASIS OF CHARGES

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.

2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.

3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of $3,600.00.

4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of $900.00. Standby at other locations will be charged at the general hourly rates.

The Altum Group

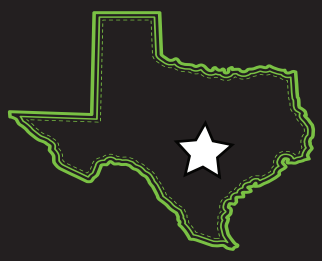
Strive Higher

California

California Department of General Services
Small Business Enterprise #1107100

Company Headquarters

44-600 Village Court, Suite 100
Palm Desert, CA 92260
(760) 346-4750



Texas

Texas Board of Professional Engineers and
Land Surveyors Firm #10194593

Texas Registered Engineering Firm
#F-22130

10421 Gulfdale Street
San Antonio, TX 78216
(726) 232-0963

For more information visit us at:

www.thealtumgroup.com

PLANNING | URBAN DESIGN | ENGINEERING | SURVEY | ENVIRONMENTAL

PROPOSAL FOR

ON-CALL CEQA/NEPA SERVICES RFP-24-096

CITY OF BANNING

APRIL 1, 2025

3615 Main Street, Suite 103 / Riverside, CA 92501 / 800.450.1818

DUDEK

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A. Statement of Understanding and Approach

We understand that this contract may involve a range of work products involving anything from peer review of California Environmental Quality Act (CEQA) documents prepared by project applicants to preparing CEQA documents on behalf of the City of Banning (City), including the supporting technical studies (our capabilities for each resource area are included in **Table 4**). Dudek provides each service listed under Section IV.B Scope of Services, in the City's Request for Proposal (RFP). We offer full-service CEQA services that includes running scoping and/or public meetings, filing documents with the County Clerk, paying the associated fees, and holding consultation meetings with regulatory agencies and/or tribes. We provide categorical exemptions with supporting technical study documentation, initial studies (ISs)/negative declarations (NDs), IS/mitigated negative declarations (MNDs), environmental impact reports (EIRs), supplemental and subsequent EIRs, and addenda to EIRs. We attend public hearings to help City staff respond to questions from planning commissioners and city council members.

Implementation Plan

Contract Management

Laura Masterson's contract management philosophy for this on-call contract is based on lessons and preferences learned from our dozens of Southern California as-needed and on-call contracts.

Effective contract management requires constant and careful attention to the daily demand for communication among project participants and with the client. Dudek believes that the most effective contract manager is the one who aids the continuous flow of information, data, instructions, and guidance on a regular basis. Laura Masterson will remain personally involved in any project she personally manages for the City. Working as a team with task managers and technical discipline leaders, she will keep all task orders on schedule and within budget and will maintain the highest level of quality for all deliverables. She will communicate project status, issues, and concerns with other members of the consultant team and with the City by doing the following:

- Serving as the single point of contact
- Establishing regular meetings with the City project manager to discuss project milestones, activities, and issues

- Holding regular project management meetings with key project staff to coordinate work efforts, check on task completion, and review budget conformance
- Updating the project description, schedule, work progress reports, and inventories of available data, as necessary so that all team members are aware of information that may affect their work products and schedules
- Coordinating with the City at strategic junctures for public input

CEQA/NEPA Expertise

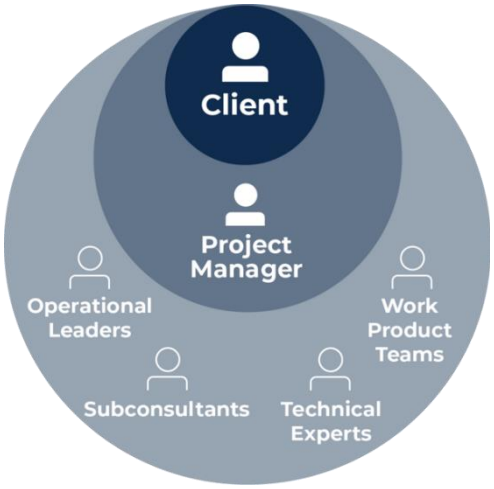
The Dudek team of more than 50 CEQA/National Environmental Policy Act (NEPA) practitioners has access to more than 550 planners and environmental experts, which allows us to provide local experience, strategic advice, and technical expertise. Dudek environmental experts work collaboratively with clients; local, regional, state, and federal agencies; and the public to clearly define project objectives, address concerns, and outline appropriate processes. We apply practical CEQA/NEPA knowledge to comply with current laws, regulations, and case law. Our planners help clients creatively solve regulatory challenges within financial and scheduling constraints.

We produce complete CEQA/NEPA documents done right the first time. Our environmental planners work with our in-house technical editors and graphic designers to prepare high-quality documents that are clearly organized and easily interpreted by the public, agencies, and decision makers responsible for future project development.

We efficiently coordinate and prepare technical reports by using our in-house technical experts throughout Riverside County. Our team expedites complex project processing by designing and maintaining realistic document schedules, adhering to consistent communication protocols, leveraging our longstanding agency relationships, and anticipating potential issues as soon as possible. Combining comprehensive analysis and research-based findings, we provide legally defensible documents that are supported by substantial evidence, none of which have ever been successfully overturned in court. We conduct technically sound assessments and manage environmental review processes in a streamlined, compliant, and straightforward manner.

How Dudek Will Achieve Client Satisfaction and Satisfy the Scope of Work Requirements

Dudek offers a team of accessible, committed, and highly knowledgeable individuals who are ready to work on and apply their expertise to this contract. The firm maintains a flat organizational structure that empowers project managers to be decision makers and to incorporate an entrepreneurial approach to their work and career. On any given project, the project manager and team directly support the client and project objectives. The team, in turn, is supported by Dudek's extensive bench of work product and operational experts, including geographic information system (GIS), graphics, and publications teams, as well as executive leadership. Internal administrative processes are kept to a minimum to limit internal bureaucracy and to enable project managers to be flexible and responsive to meet client needs.



While we are known for our high-quality services and work products and for being client-focused, it is the people who work at Dudek that we are truly selling. We love what we do and are passionate about our work; this passion yields excellence. We also pride ourselves on being responsive. While we take our work seriously, we try not to take ourselves too seriously and have been told that we are enjoyable to work with. We will deliver a team that is easy to work with and will be involved with this contract throughout its lifespan.

We are well versed in the needs of local cities, and we bring our depth of technical knowledge, experience, and successful project management approach to each project. Our professionals are trained to understand agencies' processes and apply our expertise within that structure. The result is maximized efficiency without sacrificing valuable time and energy.

Dudek has built a strong reputation for helping public officials effectively progress through California's ever-increasing regulatory maze, providing the appropriate team of experienced scientific, engineering, and regulatory professionals. Our comprehensive approach and experience will provide the City the following:

- The Right People. We provide experienced project managers who will draw from Dudek's 900+ environmental professionals to bring the appropriate expertise to your project, considering project needs and available budget.
- Local Understanding. We hit the ground running, thoroughly researching the issues, discussing with your key staff, and bringing a key understanding of California's regulatory laws and in-depth knowledge of the City's service area and related environmental issues.
- Strong Reputation with Regulatory Agencies. Our professional scientists and planners have established strong working relationships with the local staffs of California's regulatory agencies, which is vital for keeping projects moving and obtaining final approvals.
- Cost-Conscious Solutions. Our staff focus on implementation and are cost conscious. We know the City's budget constraints and will collaborate with your staff to achieve a cost-effective approach for compliance.
- Collaborative Teamwork. Our project managers recognize the importance of being part of the City team. We work with staff and customers in a professional, collaborative, and friendly manner.
- In-Depth Experience. Our project teams have worked with dozens of agencies on a wide variety of difficult projects. We will provide you and your staff varying perspectives on scoping and cost based on our experience successfully completing hundreds of municipal projects.
- Prompt Communication. We provide frequent and regular reporting on key work tasks, meetings, and processes. We get in front of developing problems by keeping you informed when the City staff may need to get involved and offer alternatives to mitigate unnecessary delays. We respond quickly to requests and emergencies, as needed.
- Comprehensive Service. We are a one-stop shop for your environmental and regulatory needs, with in-house expertise in all technical disciplines necessary for the successful completion of City projects.

Sample Detailed Project Schedules

Table 1 and Table 2 identify all tasks and deliverables to be performed, durations for each task, and overall time of completion for an EIR and an MND.

Table 1 Sample EIR Schedule

Task	Duration
Formal Notice to Proceed/kickoff meeting	Week 1
Dudek develops the project description and data needs request	Weeks 2–3
City reviews the project description and provides data needs	Weeks 4–5
Preparation of the administrative draft IS	Weeks 6–11
City reviews and provides comments	Weeks 12–13
Preparation of the screencheck draft IS	Week 14
City reviews and provides comments	Week 15
Dudek finalizes the IS	Week 16
Dudek prepares the draft Notice of Preparation (NOP)	Week 16
City reviews the NOP and provides comments	Weeks 17–18
Dudek incorporates comments into the NOP and prepares it for publication	Week 19
Public Review and scoping meeting (30 days)	Weeks 20–23
Preparation of technical studies	Weeks 24–29
Dudek prepares the administrative draft EIR	Weeks 30–35
City reviews and provides comments	Weeks 35–37
Dudek prepares the screencheck draft EIR	Weeks 34–40
City reviews and provides comments	Weeks 41–42
Dudek prepares the public draft EIR and notices	Weeks 43–44
Public review period (45 days)	Weeks 45–51
Dudek prepares the draft final EIR	Weeks 52–55
City reviews and provides comments	Weeks 56–57
Dudek prepares screencheck final EIR	Week 58
City reviews and provides comments	Week 59
Dudek finalizes the final EIR	Week 60
Notice of Determination	Post at County Clerk's Office within 5 days of project decision
Project management, meetings, and hearings	Ongoing

Note: Preparation of joint EIR/EIS documents would follow a similar schedule.

Table 2. Sample MND Schedule

Task	Duration
Formal Notice to Proceed/kickoff meeting	Week 1
Develop the project description, submit to City for review and confirmation to use in technical analyses and administrative draft IS/MND; develop data needs request	Week 2
City provides feedback on the draft project description and confirms/approves use in technical analyses and administrative draft IS/MND	Week 3
Preparation of technical studies	Weeks 4–12
Preparation of the administrative draft IS/MND	Weeks 4–16
City reviews and provides comments	Weeks 17–18
Preparation of the screencheck draft IS/MND	Week 19
City reviews and provides comments	Weeks 20–21
Public review draft IS/MND (30 days)	Weeks 22–25
Preparation of the final IS/MND (includes response to comments, mitigation monitoring and reporting program, changes to the draft IS/MND, if applicable)	Weeks 26–29
City reviews and provides comments	Weeks 30–31
Dudek finalizes the final IS/MND	Week 32
Project management, meetings, and hearings	Ongoing
Notice of Determination	Within 5 days of project decision

Transition Plan

Please see Section C, Company Personnel, for an in-depth discussion of the proposed Dudek team structure and qualifications of the proposed team. In addition to providing a dedicated contract manager to act as a single point of contact for the City, the Dudek team includes a group of highly experienced task order managers, many of whom have extensive experience managing on-call and as-needed contracts. These contract managers could step in as the contract manager, if necessary, during the life of the contract. Should a transition between task managers be required on a specific project, our collaborative culture and focus on project manager empowerment will allow for a smooth transition of project responsibilities between task order managers. We also maintain a deep bench of skilled and experienced project managers across the firm who can be brought into the contract as needed.

Detailed Description of Specific Tasks Requiring City Staff

Dudek will work collaboratively with assigned City staff throughout the environmental assessment process for each project we complete. Specific tasks expected to be required of City staff are as follows:

Project Kickoff

- Attend a kickoff meeting for each project. The purposes of the kickoff meeting are to (1) clearly define the project for the purposes of the environmental analysis, (2) discuss the project schedule and important assumptions for achieving the schedule, (3) identify all anticipated discretionary actions, (4) establish

early communication among various project team members and the protocols for ongoing communication, and (5) familiarize the Dudek team with the issues and concerns that the City determines to be important issues for the environmental analysis.

- Provide any existing plans, studies, reports, or other relevant information to Dudek to assist in drafting a complete and detailed project description.

Review of Project Deliverables

- Complete timely review of all draft project documents produced by Dudek, including project descriptions, technical reports, CEQA documents, and public notices.

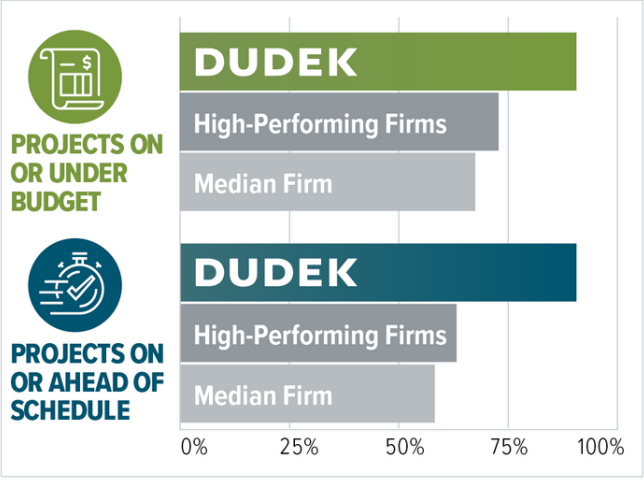
Ongoing Project Coordination

- Attend periodic virtual meetings with Dudek staff on a schedule agreed upon during project kickoff and as needed to discuss urgent matters.

Additional Innovative and/or Creative Approaches for Maximizing Cost Efficiency or Performance

Dudek's success in executing client task orders on time and within budget (**Figure 1**) is driven by open team communication initiated by the contract manager and the designated task lead.

Figure 1. Record of Delivery On Time and Within Budget



Based on firms' self-reported data for the 2021 Deltek Clarity Architecture & Engineering Industry Report

Dudek is committed to closely monitoring cost. Using the latest available digital project management systems, we maintain accurate, up-to-date budgets, and we will monitor and share cost details with the City in real time. For budgetary management, Dudek uses Deltek Vantagepoint, integrated into Power BI dashboards to track all budget line items (Task/Sub-Task) and project charges (by Dudek staff and subconsultants) to allow for constant monitoring, which our contract and task managers will use to keep you informed of budget utilization throughout the task.

Our internal review of work in progress, charging practices, and monthly summary reviews will allow task managers to identify any trends and implement resolutions that will help prevent projects from deviating from established timelines and budgets.

COST CONTROL

Budget tracking with Deltek Vantagepoint and Microsoft Power BI and Excel

Schedule tracking with Microsoft Project

Collaborative risk management strategies

Cost controls are only effective if we maintain a sound understanding of the scope of work required to meet your goals and the level of effort required to complete that scope of work. Completing work in the future is inherently unpredictable. However, our extensive experience allows us to anticipate potential challenges, such as access constraints, disagreements among stakeholders, or data requests from regulatory agencies.

Dudek will facilitate early engagement with City staff and then stakeholders (including regulatory agencies) that may be involved in a task to develop a proactive strategy that minimizes risks. We will implement communication tools to assist with keeping City staff and managers apprised of task progress and expenditures, as well as risks to task budgets and schedules.

City Owned Facility or Property Usage

Dudek does not anticipate requiring the use of any City owned facilities or property to use or lease, purchase, or rent in connection with the services proposed in the RFP.

B. Company Information

Firm Overview and Point of Contact

Dudek is a California-based, medium-sized engineering and environmental firm that employs over 900 employees in 21 offices across the nation and has projects spanning all 50 states. We have over 600 employees located in Southern California who are available to work for the City. For more than 45 years, we have served Southern California agencies, cities, special districts, and private clients on a variety of projects, including planning, design, permitting, construction management, and regulatory compliance in the energy, transportation, municipal, education, and healthcare sectors.

FIRM INFORMATION

Legal Name: *Dudek*

Headquarters: *605 Third Street Encinitas, California 92024*

Local Office: *3600 Lime St., Bldg. 2 Riverside, California 92501*

DIR Number: *1000007200*

Organization Type: *Corporation*

Dudek is a 100% employee-owned corporation, with an internal staffing structure that includes 16 specialty divisions. The Dudek organizational structure is designed to meet client needs. We place a dedicated project manager on each project with the capacity to handle both the initial project goals and additional items, should they arise. Project managers are well informed, practiced, and empowered to harness the full resources of our firm.

Dudek has one of California's largest, most experienced teams for CEQA and NEPA document preparation. Our environmental planners have prepared and processed more than 3,800 CEQA/NEPA documents for a variety of large and small development, restoration, and conservation projects throughout the United States. Combining comprehensive analysis and research-based findings, we provide legally defensible documents that are supported by substantial evidence, none of which have ever been successfully overturned in court. We conduct technically sound assessments and manage environmental review processes in a streamlined, compliant, and straightforward manner.

Dudek's environmental experts work collaboratively with clients; local, regional, state, and federal agencies; and the public to clearly define project objectives, address concerns, and outline appropriate processes. We apply practical CEQA/NEPA knowledge to comply with current laws, regulations, and case law. Our planners help clients creatively solve regulatory challenges within financial and scheduling constraints. We produce complete CEQA/NEPA documents done right the first time. Our environmental planners work with our in-house technical editors and graphic designers to prepare high-quality documents that are clearly organized and easily interpreted by the public, agencies, and decision-makers responsible for future project development.

Laura Masterson

CONTRACT MANAGER | POINT OF CONTACT

Laura Masterson is an environmental planner with 11 years' professional experience as a planner and environmental supervisor specializing in CEQA/NEPA document preparation. She will be the contract manager and primary point of contact for the City.

Laura has experience managing the preparation of complex joint CEQA/NEPA documents with high public visibility. She has been a planner at Dudek for 3 years. During that time, she has been an author, deputy project manager, and project manager on a variety of environmental documents, including EIRs, MNDs, NDs, addendums, and categorical exemptions. She has worked on projects for a variety of clients, including cities and city departments, public utilities, state agencies, private developers, and community college districts. Please see her full resume in **Appendix C**.

Relevant Projects/Experience

- Riverside Community College District Solar Plan Project IS/MND | **RIVERSIDE COMMUNITY COLLEGE DISTRICT**
- Mission Canyon Stream Habitat Restoration Project MND | **CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**
- 1450 Artesia Specific Plan EIR | **CITY OF GARDENA**
- North Hollywood Chlorination Stations and NHOU2IR West Treatment Plant Project IS/MND | **LOS ANGELES DEPARTMENT OF WATER AND POWER**

Education

California State University, Fullerton
MS, Environmental Studies,

University of California, Los Angeles
BS, Marine Biology

Contact Information

949.373.8326

lmasterson@dudek.com

Office Locations

The Dudek team is ready to support upcoming City projects with a diverse staff, many with over 20 years' experience. Our qualified team can accommodate tight schedules and provide quality assurance/quality control of any environmental document on limited notice. Beyond key staff, we have specialized personnel across several states available as needed. With over 550 planners and environmental experts, including 50 CEQA/NEPA practitioners, we provide local experience, strategic advice, and technical expertise. Our team is fully committed and prepared to promptly handle any new task order. Dudek maintains strong agency relationships through our extensive on-call contracts by delivering responsive, quality services.

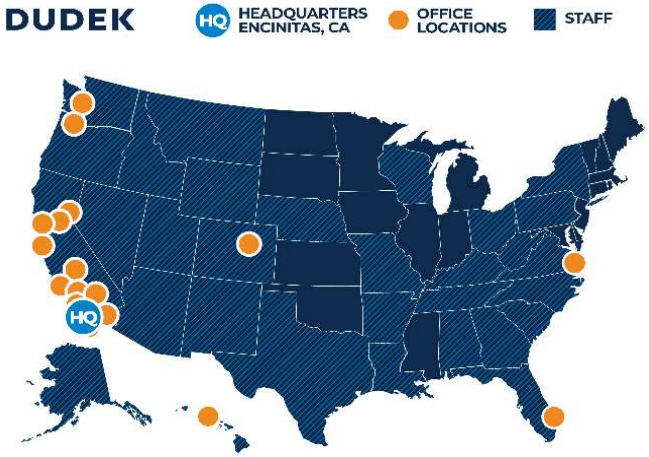


Figure 2. Dudek Office and Staff Locations

Dudek will manage City projects out of our Southern California offices, ensuring that the City benefits from our local expertise. **Table 3** lists our office locations.

Table 3. Dudek Office Locations

Lake Worth Beach, Florida 631 Lucerne Avenue, No. 14 Lake Worth Beach, Florida 33460 561.925.5001	**Auburn, California** 853 Lincoln Way, Suite 105 Auburn, California 95603 530.887.8500	**Bakersfield, California** 4900 California Avenue, Tower B Bakersfield, California 93309 661.843.6765
Denver, Colorado 1001 Bannock Street, Suite No. 231 Denver, Colorado 80204 720.894.0184	**Encinitas, California (Corp. HQ)** 605 Third Street Encinitas, California 92024 760.942.5147	**Mission Viejo, California** 27271 Las Ramblas, Suite 340 Mission Viejo, California 92691 949.450.2525
Kailua, O'ahu, Hawai'i 970 N Kalaheo Avenue, C206 Kailua, O'ahu, Hawai'i 96734 808.892.2000	**La Quinta, California** 78-075 Main Street, Suite G-203 La Quinta, California 92253 760.341.6660	**Phoenix, Arizona** 3133 West Frye Road, Suite 108 Chandler, Arizona 85226 760.942.5147
Oakland, California 1904 Franklin Street, Suite 600 Oakland, California 94612 510.601.2500	**Pasadena, California** 225 South Lake Avenue Suite 225-M210 Pasadena, California 91101 626.204.9800	**Sacramento, California** 1810 13th Street, Suite 110 Sacramento, California 95811 916.443.8335
Portland, Oregon 605 NE 21st Avenue, Suite 200 Portland, Oregon 97232 971.930.1700	**Riverside, California** 3600 Lime Street, Building 2 Riverside, California 92501 951.300.2100	**Santa Barbara, California** 3760 State Street, Suite 101 Santa Barbara, California 93105 805.963.0651

Table 3. Dudek Office Locations

San Diego, California 2280 Historic Decatur Road, Suite 200 San Diego, California 92106 619. 591.1370	**San Marcos, California** 1645 South Rancho Santa Fe Road San Marcos, California 92078 760.942.5147	**Norfolk, Virginia** 500 East Main Street, 1600-76 Norfolk, Virgina 23510 757.418.0348
Santa Cruz, California 725 Front Street, Suite 400 Santa Cruz, California 95060 831.600.1400	**Seattle, Washington** 92 Lenora Street, Suite 108 Seattle, Washington 98121 206.738.7902	**Vista, California** 1217 Distribution Way Vista, California 92081 760.479.4210

CEQA/NEPA Project Experience

Dudek has been providing CEQA/NEPA consulting support to public clients in Riverside County for almost three decades. We efficiently coordinate and prepare technical reports by using our local, in-house technical experts. Our team expedites complex project processing by designing and maintaining realistic document schedules, adhering to consistent communication protocols, leveraging our long-standing agency relationships, and anticipating potential issues as soon as possible. In the last five years, our relevant work in Riverside County and the surrounding area includes providing on-call CEQA and NEPA documentation and support services for the City of Riverside, the City of Yucaipa, the County of San Bernardino, the City of Fontana, and others.

Dudek On-Call Environmental Services Contracts

Dudek prides itself on successful performance under on-call environmental services contracts. We have worked for the following Southern California public agencies in an on-call capacity over the past decade.

- California Department of Fish and Wildlife
- California Department of General Services
- California State University, Long Beach
- City of Alhambra
- City of Anaheim
- City of Carlsbad
- City of Chula Vista
- City of Claremont
- City of Del Mar
- City of Fontana
- City of Indian Wells
- City of Irvine
- City of La Mesa
- City of Los Angeles Harbor Department
- City of Mission Viejo
- City of Montclair
- City of Oceanside
- City of Palo Alto
- City of Rancho Santa Margarita
- City of Riverside
- City of Riverside—Public Utilities Department
- City of San Clemente
- City of San Diego
- City of San Marcos
- City of Yucaipa
- County of Orange
- County of San Bernardino
- County of San Diego
- Eastern Municipal Water District
- Helix Water District
- Imperial Irrigation District
- Kern County Waste Management
- March Joint Powers Authority

- Metropolitan Water District of Southern California
- North County Transit District
- Port of Los Angeles
- Riverside County Flood Control and Water Conservation District
- San Bernardino County Transportation Authority
- San Diego Association of Governments
- San Diego Unified Port District
- San Diego Unified School District
- Sanitation Districts of Los Angeles County
- Santa Fe Irrigation District
- Santa Margarita Water District
- Southern California Edison
- Temescal Valley Water District

In-House Services

Dudek performs CEQA technical studies in-house in addition to providing relevant services, including Phase I and Phase II Environmental Site Assessments (ESAs), wildfire protection planning, water supply assessments, and water quality management plans.

Table 4 provides an overview of our in-house services.

Table 4. Dudek Services

Service	Qualifications	Benefits to the City
Air Quality and GHG Emissions	The Dudek team of 12 full-time air quality technical specialists have prepared air quality and greenhouse gas (GHG) emissions impact analyses for construction and operation of a variety of projects throughout California, including residential and commercial developments. Our team also prepares technically accurate health risk assessments and energy analyses. Dudek has expertise with industry standard tools and develops tailored approaches per project specifics and applicable analysis framework.	▪ Our depth of experience allows us to cost-effectively navigate complex air quality/GHG emissions requirements. ▪ Our in-house staff prepare accurate, legally defensible technical studies to meet aggressive project deadlines.
Biological Resources	Our team of more than 60 biologists works and consults regularly with the U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, California Department of Fish and Wildlife, Regional Water Quality Control Board and Multiple Species Habitat Conservation Plan Regional Conservation Authority to obtain project-specific permits and documentation that keep projects on schedule and in compliance. Our staff includes experts in botany, mammalogy, herpetology, entomology, ornithology, habitat assessment and mapping, spatial analysis, and habitat and wetlands restoration. We have the permits, Memorandum of Understanding, and Scientific Collecting Permits to survey for all special-status species with potential to occur in the City of Banning.	▪ Our team is well versed in the plant and wildlife species across San Bernardino County. ▪ Our in-house staff have the required state and federal permits to conduct surveys for threatened or endangered wildlife species.

Table 4. Dudek Services

Service	Qualifications	Benefits to the City
Regulatory Permitting and Coordination	We prepare comprehensive and easily accessible submittals based on our knowledge of the applicable regulations and our specific experience with the standards and processes of each agency and its local staff. Our job is to know what information needs to be provided, verify the information is complete and accessible, and foresee potential issues so we can help project owners prepare for potentialities.	▪ We have experience with local representatives of federal and state resource agencies, including the U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, National Marine Fisheries Service, U.S. Geological Survey, and more.
Habitat Restoration	Our expert staff combine ecological expertise, the ability to synthesize a broad array of data, and the imagination to design and implement practical habitat solutions. We understand the interrelated elements of ecology, construction technology, and government regulations needed to assemble and guide a habitat restoration program to a successful conclusion.	▪ We offer turnkey solutions to plan, permit, implement, and obtain agency sign-off. ▪ Site assessments identify opportunities and constraints to make sensible, cost-effective decisions.
Cultural Resources	We direct and execute all phases of cultural resources investigations, including surveys, significance determinations, and data recovery mitigation programs. Our capabilities include CEQA and Section 106 of the National Historic Preservation Act documentation, constraints/feasibility analyses, literature overviews and archival research, predictive modeling, field inventories, archaeological sampling, significance and eligibility evaluations, data recovery, monitoring and compliance oversight, mitigation implementation, Native American consultation, and more.	▪ Our archaeologists hold all necessary permits to conduct cultural resources investigations on federal and state lands. ▪ Our in-house staff are listed professional consultants on local registers and with the Register of Professional Archaeologists.
Built Environment/ Historic Resources	We specialize in treatment and significance evaluations for historic-era buildings and structures in consideration of the National Register of Historic Places, California Register of Historical Resources, and local-level evaluation criteria and integrity requirements. Each member of our team of 12 full-time architectural historians meets and/or exceeds the Secretary of the Interior's Professional Qualification Standards for History and Architectural History. We offer experts well-versed in the formulation of historic preservation policy and ordinance language as well as impacts assessments to facilitate compliance with CEQA and Sections 106 and 110 of the National Historic Preservation Act.	▪ Our diverse team of experts understands how to work through projects with historical resource issues. ▪ We have a solid understanding of the regulatory process and develop creative solutions centered on budgetary considerations.
Paleontological Resources	Our team includes five full-time paleontologists and numerous as-needed paleontological technicians and experts. We provide all necessary paleontological services, including preconstruction surveys, records searches, stand-alone paleontology reporting and CEQA document preparation, preparation of mitigation plans, construction monitoring, fossil identification and significance determinations, sediment screening for	▪ Our two paleontological principal investigators worked at the Natural History Museum of Los Angeles County and maintain a relationship with museum staff.

Table 4. Dudek Services

Service	Qualifications	Benefits to the City
	microfossils, and all aspects of fossil lab work and curation.	
Noise and Vibration Studies	We guide public agencies through assessment of project noise control and sound abatement needs. Our noise experts conduct baseline field noise level surveys, perform predictive analyses with three-dimensional sound propagation models, determine impact evaluation criteria for noisy construction and operational equipment during project planning, and support design of effective mitigation strategies.	▪ We implement a practical, cost-effective approach to help attain compliance with relevant regulations and policies.
Traffic and Transportation	We provide technical transportation planning and engineering, traffic impact assessment (Vehicle Miles Traveled and Level of Service), engineering design, and CEQA expertise. We quantify project effects using the current methodologies and criteria for project-specific transportation issues. We use advanced analysis and design software, such as Synchro/SimTraffic, PTV Vistro and Vissim, SIDRA (roundabouts), Highway Capacity Software, AutoCAD, and AutoTurn.	▪ Our in-house transportation group has planners and professional engineers to prepare Transportation Impact Analyses and parking assessments. ▪ We help tackle short- and long-term transportation and parking challenges.
Hazards and Hazardous Materials	We conduct environmental site assessments (ESAs) and remediation to evaluate and mitigate environmental/hazardous waste liabilities associated with project sites. Our experts have prepared thousands of Phase I and II ESAs for a wide range of project types: agricultural, industrial, residential, commercial, oil fields, schools, renewable energy facilities, transportation rights-of-way, recreational, and open space. We have designed, permitted, and implemented many types of remediation, including dig-and-haul, in-situ chemical oxidation, soil vapor extraction, and pump-and-treat.	▪ Our in-house team includes licensed environmental engineers, hydrogeologists, and permitting specialists with local experience. ▪ Extensive knowledge of hazardous waste rules. ▪ Collaborative relationships with regulators.
Hydrogeology and Water Quality	We perform hydrologic, hydraulic, and water quality analysis to support a broad range of permitting efforts, including Clean Water Act 401/402/404 permits and California Department of Fish and Wildlife 1600 permits, as well as EIRs and CEQA-related documents. We are familiar with water quality standards/regulations and the ways in which they may affect the construction and operational phases of industrial facilities and linear projects.	▪ Our in-house team provides proven and complete stormwater, surface water, and groundwater quality resource services. ▪ We coordinate planning, design, and project implementation in a timely and cost-effective manner.
Wildfire Protection Planning	Our foresters and fire protection planners are well versed in California's natural landscape fire ecology. We specialize in evaluating the unique fire environment each project site presents; we then use that information to plan for and mitigate against worst-case fire conditions. We have completed hundreds of fire protection plans, obtaining approvals in numerous jurisdictions across Southern California.	▪ Our in-house fire and forestry staff have decades of experience in San Bernardino County. ▪ Our team includes fire marshals, fire protection planners, wildfire behavior modelers, and former firefighters.

Table 4. Dudek Services

Service	Qualifications	Benefits to the City
GIS	Our experts bring a variety of skills related to data management, cartography, analysis, modeling, enterprise database and application development, and mobile field data collection. We have provided GIS and technological services for more than 30 years and deliver an average of 5,000 GIS analytical tasks completed annually.	▪ Our team's high-quality graphics and data analysis services are available as part of the contract. ▪ We provide practical, cost-effective GIS solutions.
Publications Services	The Dudek Publications team specializes in complete document solutions, helping clients manage complex publications under tight deadlines. Prioritizing quality control and on-time delivery, the Publications team edits, formats, produces, and delivers between 3,000 and 4,000 documents each year.	▪ We excel at high-volume document production, producing well-written deliverables on time.

Litigation, Mediation, and Arbitration History – Past 5 Years

The following are summaries of legal claims in last five years involving professional consulting services:

Elsinore Valley Municipal Water District v. Water Works Engineers, LLC, et al.

On November 12, 2021, Elsinore Valley Municipal Water District (the "District") filed a civil complaint against Water Works Engineers, LLC (WWE) in California Superior Court, County of Riverside, for alleged design defects in a water reclamation facility. The District filed a first amended complaint against WWE on September 26, 2022, for breach of contract and professional negligence. WWE subsequently cross-claimed against the construction firm as well as Dudek (and other firms) for its role as construction manager. Dudek was not involved in the design of the project and denied any liability. Court has agreed to dismiss the complaint against Dudek.

Sunhi Kim vs. Golden Rain Foundation of Walnut Creek, et al.

On November 18, 2024, Golden Rain Foundation of Walnut Creek filed a Cross-complaint against Dudek in California Superior Court, County of Contra Costa, for (1) indemnification; (2) apportionment of fault; and (3) dangerous condition on public property. Dudek intends to file for a motion for summary judgment and should that fail, it intends to defend itself vigorously. Dudek was and remains fully insured for all of its professional services.

Keep the Funk Inc vs City of Santa Barbara, et al.

On January 27, 2025, Keep the Funk, Inc. filed a lawsuit against the City of Santa Barbara as well as Dudek in the California Superior Court, County of Santa Barbara. The causes of action allege (1) violations of CEQA; (2) inadequate findings; and (3) project incompatibility with Specific Plan, General Plan, and Coastal Land Use Plan Policies and Requirements. Dudek denies any liability and intends to defend itself vigorously.

Key Personnel Discipline History – Past 5 Years

There have been no claims or disciplinary action taken against Dudek or any Company key personnel within the past five years.

C. Company Personnel

The Project Team

The Dudek team includes experienced environmental specialists with public agency experience to provide the City with the appropriate skills and experience necessary for the services outlined in the RFP. Our team is fully committed and available for any project and is ready to begin work immediately. **Figure 3** outlines the proposed Dudek team and lines of communication for this contract. Biographies for the principal in charge/quality assurance/quality control lead, primary project contact, and task order managers follows; resumes for all members of the project team are included in **Appendix D**. We are not proposing the use of any subcontractors. All technical work will be conducted by our in-house experts. In accordance with the RFP, all assigned key professional staff are properly licensed to practice in California.

Figure 3. Team Organization Chart

** Key Personnel*

Key Personnel Contact Information and Experience

Table 5 provides a list of names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the services in the RFP.

Table 5. Key Personnel Qualifications

Staff Name, Title and Contact Information	Responsibilities	Experience and Qualifications/Technical Expertise
Laura Masterson Contract Manager/Primary Contact 949.373.8326	Overall contract and project management Quality assurance/quality control	▪ 11 years' experience in the management and preparation of CEQA/NEPA environmental documents ▪ Specializes in managing large on-call contracts and preparing complex joint CEQA/NEPA documents with high public visibility
Megan Enright Project Manager 760.479.4281	Biological services and project management	▪ 28 years' experience in the management and preparation of CEQA/NEPA environmental documents ▪ Specializes in biological resource analyses for environmental documents and regulatory compliance
Alex Hardy Project Manager 760.479.4859	CEQA/NEPA task and project management	▪ 23 years' experience leading preparation of the full spectrum CEQA documents for local jurisdictions ▪ Specializes in environmental planning, program management, quality-control review, and research, with a particular interest in water and other public infrastructure projects
Nicole Cobleigh Project Manager 626.204.9829	CEQA/NEPA task and project management	▪ 26 years' experience in environmental planning and land use development ▪ Specializes in managing all phases of the project planning and environmental review process, including budget allocations and monitoring, project team and subconsultant oversight, scheduling, presentations at hearing, and public outreach
Tracy Ortega Project Manager 949.738.5909	CEQA/NEPA task and project management	▪ 2 years' experience specializing CEQA/NEPA compliance and environmental impact analysis ▪ Specializes in preparing CEQA documentation, including ISs, MNDs, and EIRs, and authoring EIR sections, including Geology and Soils, Hydrology and Water Quality, and Utilities.
Alexandra Howard Project Manager 949.373.8321	CEQA/NEPA task and project management	▪ 6 years' experience specializing in CEQA/NEPA compliance and environmental impact analysis ▪ Specializes in preparation of technical studies through analyses of air quality, noise, and transportation impacts to support CEQA documentation and GIS

Key Personnel Resumes

Our proposed staffing for this project features local experts with substantial relevant local and regional experience. Please see **Appendix C** for detailed resumes of all proposed team members.

D. Disclosure

Dudek staff do not have any past or current business and personal relationships with any current Banning elected official, appointed official, City employee, or family member of any current Banning elected official, appointed official, or City employee.

E. Experience and References

Minimum Experience Requirements

Table 6. Minimum Qualifications

Requirement	Corresponding Section and Additional Information
At least five (5) years of experience, within the past five (5) years under a legally registered business name in providing services of a similar type and scope as described in the Scope of Services.	Cover Letter Company Information: Relevant Project Experience Company Personnel: Key Personnel Qualifications Experience and References: Client References
Have not filed for bankruptcy under any business name over the past five (5) years.	Dudek has not filed for bankruptcy under any business name over the past five (5) years
ProcureNow Registration	Dudek has an active OpenGov account and appears as a "Prospective Bidder" for this RFP
Licenses	Dudek has all applicable licenses necessary for this project. Our California Business License No. is C1210012 Our City of Banning Business License No. is 20709816
Department of Industrial Relations Registration	Dudek's DIR No. is 1000007200

Client References

ON-CALL ENVIRONMENTAL SERVICES

Client: Riverside County Flood Control and Water Conservation District
Reference: Joan Valle, Chief of Regulatory; 1995 Market Street, Riverside, California 92501; 951.955.1200; jvalle@rivco.org
Period of Performance: 2022–Ongoing

Dudek is providing on-call environmental and regulatory support services for the Riverside County Flood Control and Water Conservation District. Typical environmental and regulatory support and ancillary professional services include the following:

- Preparation of CEQA and NEPA documents
- Cultural and paleontological resources reports
- Biological resources assessments and surveys and habitat conservation planning and design
- Wetlands jurisdictional area delineations and impact analysis
- Preliminary Environmental Assessment reports
- Wetlands and water quality permit negotiations and preparations
- MSHCP implementation
- Hazardous materials surveys and mitigation

Dudek has worked on multiple projects under these contracts, including the following:

- **Lakeland Village Master Drainage Plan Program EIR.** Dudek prepared a Program EIR for the Riverside County Flood Control and Water Conservation District's Lakeland Village Master Drainage Plan. The storm drain facilities will be built over 10 to 30 years; therefore, a Program EIR was prepared to outline the environmental analysis and framework for future mitigation that may be needed when a specific facility is to be constructed. As part of our scope of services, Dudek first prepared an environmental constraints analysis so that the Riverside County Flood Control and Water Conservation District could identify its preferred alternative.
- **Gilman Home Channel Line A Storm Drain–Preliminary CEQA Environmental Document Submittal Package.** Dudek was contracted to prepare a pre-CEQA environmental document submittal package for the Riverside County Flood Control and Water Conservation District's Line A Storm Drain Project.
- **Short-Notice On-Call Environmental Services, Accidental Discovery, and Biology Surveys.** Dudek was contracted to respond to a potential discovery of hazardous materials or buried remains and to perform biological surveys during operation and maintenance activities and construction of new flood control facilities.
- **Eagle Canyon Dam and Debris Basin Habitat Mitigation Project.** Dudek was contracted to assist with enhancement/restoration of 0.93 acres within Eagle Canyon (on site) and 4.79 acres within the Tahquitz Canyon Channel (off site). Dudek is serving as the project biologist and as the restoration and maintenance contractor.
- **Mockingbird Canyon Wash.** Dudek is working with the District on the Mockingbird Canyon Wash Restoration Project, which entails the construction and maintenance of improvements along approximately 1.5 miles along Mockingbird Canyon Wash. Dudek has prepared the following for the

project: delineation of jurisdictional waters report, biological technical report, cultural resources report, paleontological resources report, air quality and GHG modeling, and IS/MND.

Additional task orders have included the following:

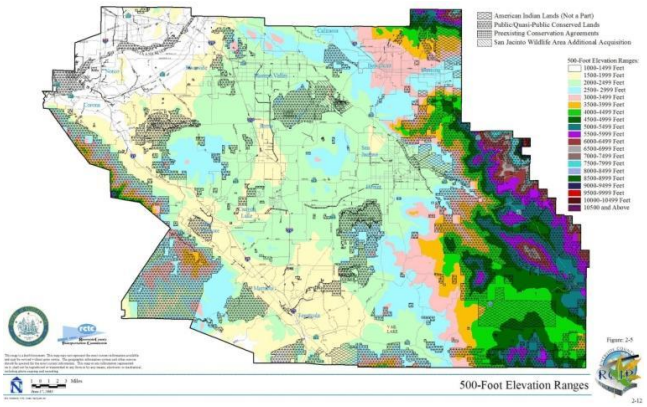
- San Jacinto River, Stage 3 Master Drainage Plan As-Needed Biological Resources
- West Hemet Master Drainage Plan Lines C and D Preliminary Environmental Assessment Report
- Bedford Canyon Channel Preliminary Environmental Assessment Technical Reports and Biological Resources Mitigation Planning
- Wildomar Master Drainage Plan Lateral C Revision Project
- Woodcrest-Rinehart Drainage Plan Project
- Cathedral Canyon East Cultural Resources and Hazardous Materials Assessments
- Murrieta Creek Vernal Pool Peer Review
- Palm Springs Master Drainage Plan Line 41, Stage 3 Habitat Management Plan

MSHCP PREPARATION AND IMPLEMENTATION ASSISTANCE FOR THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

Client: Western Riverside County Regional Conservation Authority
Reference: Tricia Campbell, Reserve Monitoring & Management Manager; 3403 Tenth Street, Suite 320, Riverside, California 92501; 951.787.7141; tcampbell@rctc.org
Period of Performance: 2005–Ongoing

Preparation of the MSHCP

The addresses the conservation needs of special-status species across a 1.26-million-acre study area, covering approximately 2,000 square miles. The plan was developed in response to the rapid pace of land conversion to urban development in western Riverside County, which threatened natural habitats and associated species. Building upon the existing Habitat Conservation Plan (HCP) for the endangered Stephens' kangaroo rat (*Dipodomys stephensi*), the MSHCP expands reserve areas, establishes new reserves, and enhances habitat linkages and wildlife corridors to preserve regional biodiversity and maintain ecological integrity.



Dudek played a key role in the initial development of the MSHCP as part of the Riverside County Integrated Project (RCIP) visioning process. Our team led extensive community outreach efforts, engaging cities and unincorporated areas within the County Plan Area. We also served as the lead consultant supporting the Board of Supervisors–appointed MSHCP Advisory Committee and the Policy and Integration Subcommittees during the RCIP process. Additionally, Dudek provided technical expertise to the RCIP Steering Committee, the Western Riverside Council of Governments Executive Committee, and City Planning Directors in reviewing the overall RCIP.

The final MSHCP, which covers 146 species and is the largest of its kind in the nation, was approved by the County Board of Supervisors on June 17, 2003.

Dudek's approach integrated the MSHCP with the broader RCIP, which also included a transportation plan and a County General Plan update. Our team's innovative strategies ensured seamless coordination between conservation planning and regional development goals.

Regional Conservation Authority Extension of Staff

Since 2005, Dudek has continued to support the Regional Conservation Authority (RCA), a joint powers authority overseeing MSHCP implementation for Permittees, including Riverside County, multiple cities (including the City of Banning), the Riverside County Flood Control and Water Conservation District, and the California Department of Transportation. As an extension of RCA staff, Dudek provides critical services, such as Joint Project Reviews (JPRs), implementation procedure consultations, minor plan amendments, and criteria refinements, and habitat restoration.

Dudek also delivers training and policy guidance to Permittees and Participating Special Entities, including 18 cities and key regional agencies. Our extensive experience with the RCA and Wildlife Agencies enables us to efficiently navigate complex biological regulations, ensuring that Permittees can successfully integrate conservation requirements into the CEQA process while proactively addressing potential regulatory challenges.

MESA VERDE SPECIFIC PLAN CEQA SERVICES AND SUPPORT

Client: Shopoff Advisors, LP (on behalf of Mesa Verde Owner LLC)
Reference: David Graves, Vice President of Development; 18565 Jamboree Road, Suite 200, Irine, California 92612; 949.769.6722; dgraves@shopoff.com
Period of Performance: 2022–Ongoing

MESA VERDE ESTATES
Assisted Living and Memory Care
Caring people | Serving people | Improving lives

The Mesa Verde Specific Plan Area 2 Amendment 2 Project, which is an amendment to the Mesa Verde Estates Specific Plan (SPA 13-01) that was previously adopted in 2007 and subsequently amended in 2017, would serve as the policy and regulatory document, functioning as the zoning code, for the development of the Mesa Verde Specific Plan Area 2 Amendment 2 Area in the City of Calimesa. The 1,475-acre proposed project consists of a residential and commercial development located within the Plan Area for the Western Riverside County MSHCP. Dudek conducted vegetation mapping, an aquatic resource delineation, special-status plant surveys, and protocol-level burrowing owl surveys for the proposed project. Dudek has prepared a biological resources technical report, an on-site Habitat Mitigation and Monitoring Plan, the Draft Subsequent EIR, and jurisdictional aquatic resource permits (i.e., Approved Jurisdictional Delineation through the U.S. Army Corps of Engineers, a Waste Discharge Requirement (WDR) through the Regional Water Quality Control Board, and a Section 1602 Streambed Alteration Agreement through the California Department of Fish and Wildlife). The Western RCA issued JPR Findings for the previous iteration of the project. Therefore, for the portions of the project not previously analyzed, Dudek also prepared an MSHCP consistency document and a determination of biological equivalent or superior preservation report in support of a JPR Amendment through the RCA review and approval. The project is still ongoing, but the JPR Amendment Findings have been received and the WDR application was deemed complete by the Regional Water Quality Control Board.

COUNTY OF RIVERSIDE SB 169 AFFORDABLE STUDENT HOUSING PROJECT: CEQA CONSULTING SERVICES AND DISTRICT WIDE SOLAR PLAN

Client: Riverside Community College District
Reference: Hussain Agah, MSCE, PMP, CCM, LEED, Associate Vice Chancellor, Facilities Planning & Development; 3801 Market Street, 3rd Floor, Riverside, California 92501; 951.222.8871; hussain.agah@rccd.edu
Period of Performance: 2022–Ongoing

RCCD
RIVERSIDE COMMUNITY COLLEGE DISTRICT

Dudek provided CEQA services, including preparation of an IS/MND and related technical studies, for the Riverside Community College District Solar Plan Project. The project involved the construction of a 2.1-megawatt (MW) photovoltaic (PV) array approximately 6 acres in size on the undeveloped hillside to the northeast of the main Norco College campus and a 0.9-MW ground-mounted PV array approximately 2.7 acres in size on undeveloped land on the easternmost edge of the Moreno Valley College campus. Dudek is currently conducting construction monitoring for the project.

COVINGTON WAREHOUSE PROJECTS, SAN BERNARDINO COUNTY

Client: Covington Group Inc.
Reference: Dana Whitmer, Chief Development Officer; 19782 Macarthur Boulevard, Suite 230, Irvine, California 92612; 949.514.0274; dwhitmer@covingtongroupinc.com
Period of Performance: 2019–Ongoing

Since 2019, Dudek has been providing environmental services to Covington Group Inc. in the High Desert region of San Bernardino County. Over the past six years, we have worked on eight projects covering approximately 650 acres across the Cities of Hesperia and Victorville, as well as the Town of Apple Valley. Our services have included preparing ISs, EIRs, Recirculated EIRs, and Addendums. In providing CEQA services, Dudek has prepared technical reports addressing the following environmental resources:

- Air quality and greenhouse gas emissions
- Biological resources
- Hazardous materials
- Noise
- Paleontology
- Water supply assessments
- Cultural resources
- Transportation

For biological resources, we have conducted the following surveys:

- Biological reconnaissance
- Vegetation mapping
- Aquatics resources delineation
- Habitat assessments for burrowing owl, American badger, and desert kit fox
- Protocol-level desert tortoise
- Protocol-level western burrowing owl
- Special-status plants and California desert native plants
- Western Joshua tree census
- Focused Crotch's bumble bee

Additional biological reports and plans we have prepared include the following:

- Aquatics resources delineation report
- Burrowing owl relocation plan
- Desert kit fox relocation plan
- Due diligence report
- Western burrowing owl relocation plan
- Western Joshua tree relocation plan

We have also prepared and processed the following California Endangered Species Act (CESA) and waters permits for various projects: (1) Western Joshua Tree Conservation Act (WJTCA) Incidental Take Permits (ITPs); (2) approved jurisdiction determination from the U.S. Army Corps of Engineers; (3) Waste Discharge Requirements from the Regional Water Quality Control Board; and (4) Streambed Alteration Agreements from the California Department of Fish and Wildlife. Our work with processing WJTCA ITPs has resulted in the permitted “take” of 4,084 western Joshua trees.

Price Proposal

Please see **Appendix A** for Dudek's 2025 Standard Billing Rates (Schedule of Charges). They have also been uploaded separately to our OpenGov submission. Per the RFP, if Dudek is charging travel costs, the charges invoiced to the City for travel, lodging and subsistence shall not exceed the current IRS rates.

Evidence of Insurance

Dudek fully meets all insurance requirements as specified in the provided Sample Agreement. A sample certificate of insurance is provided in **Appendix B** and has been uploaded separately to our OpenGov submission.

Disclosure of Government Positions

See below for a list of all Dudek employees that currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. This information has also been uploaded separately to our OpenGov submission.

Employee Name	Position	Current? Or Past 12 Months?
Jane Gray	Central Coast Regional Water Quality Control Board	Current
Jen Kerschbaum	Vallecitos Water District Board of Directors	Current
Carey Fernandes	San Diego State University Alumni Board of Advisors	Current
Doug Nickles	Director for the Conejo Recreation and Park District in Thousand Oaks	Current
Elora Babbini	Mendocino County Planning Commission, Airport Land Use Commission and the Public Spaces Commission for the City of Ukiah	Current
Patricia Ambacher	City of Sacramento Preservation Commission	Current

Appendix A

2025 Standard Billing Rates

Engineering Services

Project Director	$345.00/hr
Principal Engineer III	$320.00/hr
Principal Engineer II	$300.00/hr
Principal Engineer I	$290.00/hr
Program Manager	$275.00/hr
Senior Project Manager	$275.00/hr
Project Manager	$265.00/hr
Senior Engineer III	$260.00/hr
Senior Engineer II	$250.00/hr
Senior Engineer I	$240.00/hr
Project Engineer IV/Technician IV	$230.00/hr
Project Engineer III/Technician III	$220.00/hr
Project Engineer II/Technician II	$210.00/hr
Project Engineer I/Technician I	$190.00/hr
3D Production Manager	$220.00/hr
Senior Designer II	$210.00/hr
Senior Designer I	$200.00/hr
Designer	$190.00/hr
Assistant Designer	$185.00/hr
CADD Operator III	$180.00/hr
CADD Operator II	$195.00/hr
CADD Operator I	$155.00/hr
CADD Drafter	$175.00/hr
CADD Technician	$125.00/hr
Project Coordinator	$160.00/hr
Engineering Assistant	$125.00/hr

Environmental Services

Senior Project Director	$350.00/hr
Project Director	$300.00/hr
Senior Specialist V	$275.00/hr
Senior Specialist IV	$265.00/hr
Senior Specialist III	$250.00/hr
Senior Specialist II	$235.00/hr
Senior Specialist I	$220.00/hr
Specialist V	$210.00/hr
Specialist IV	$195.00/hr
Specialist III	$185.00/hr
Specialist II	$175.00/hr
Specialist I	$165.00/hr
Analyst V	$155.00/hr
Analyst IV	$145.00/hr
Analyst III	$135.00/hr
Analyst II	$125.00/hr
Analyst I	$105.00/hr
Technician IV	$100.00/hr
Technician III	$90.00/hr
Technician II	$80.00/hr
Technician I	$70.00/hr
Project Coordinator II	$170.00/hr
Project Coordinator I	$135.00/hr

Mapping and Surveying Services

UAS Pilot	$165.00/hr
Survey Lead	$300.00/hr
Survey Manager	$260.00/hr
Survey Crew Chief	$195.00/hr
Survey Rod Person	$145.00/hr
Survey Mapping Technician	$135.00/hr

Construction Management Services

Principal Manager	$215.00/hr
Senior Construction Manager	$195.00/hr
Senior Project Manager	$190.00/hr
Construction Manager	$185.00/hr
Project Manager/Construction Management	$175.00/hr
Resident Engineer	$175.00/hr
Construction Engineer	$175.00/hr
On-site Owner's Representative	$160.00/hr
Prevailing Wage Inspector	$160.00/hr
Construction Inspector	$150.00/hr
Administrator/Labor Compliance	$125.00/hr

Hydrogeology/HazWaste Services

Project Director	$345.00/hr
Principal Hydrogeologist/Engineer III	$320.00/hr
Principal Hydrogeologist/Engineer II	$310.00/hr
Principal Hydrogeologist/Engineer I	$300.00/hr
Senior Hydrogeologist V/Engineer V	$275.00/hr
Senior Hydrogeologist IV/Engineer IV	$265.00/hr
Senior Hydrogeologist III/Engineer III	$255.00/hr
Senior Hydrogeologist II/Engineer II	$245.00/hr
Senior Hydrogeologist I/Engineer I	$235.00/hr
Project Hydrogeologist V/Engineer V	$225.00/hr
Project Hydrogeologist IV/Engineer IV	$215.00/hr
Project Hydrogeologist III/Engineer III	$205.00/hr
Project Hydrogeologist II/Engineer II	$195.00/hr
Project Hydrogeologist I/Engineer I	$185.00/hr
Hydrogeologist/Engineering Assistant	$150.00/hr
HazMat Field Technician	$135.00/hr

District Management & Operations

District General Manager	$225.00/hr
District Engineer	$215.00/hr
Operations Manager	$165.00/hr
District Secretary/Accountant	$150.00/hr
Collections System Manager	$150.00/hr
Grade V Operator	$140.00/hr
Grade IV Operator	$125.00/hr
Grade III Operator	$115.00/hr
Grade II Operator	$95.00/hr
Grade I Operator	$90.00/hr
Operator in Training	$80.00/hr
Collection Maintenance Worker	$85.00/hr

Project Delivery Services

Technology Specialist II	$245.00/hr
Technology Specialist I	$190.00/hr
GIS Analyst V	$220.00/hr
GIS Analyst IV	$200.00/hr
GIS Analyst III	$185.00/hr
GIS Analyst II	$145.00/hr
GIS Analyst I	$130.00/hr
Creative Services IV	$185.00/hr
Creative Services III	$160.00/hr
Creative Services II	$145.00/hr
Creative Services I	$130.00/hr
Technical Editor IV	$185.00/hr
Technical Editor III	$160.00/hr
Technical Editor II	$145.00/hr
Technical Editor I	$130.00/hr
Publications Specialist IV	$135.00/hr
Publications Specialist III	$125.00/hr
Publications Specialist II	$115.00/hr
Publications Specialist I	$105.00/hr
Clerical Administration	$100.00/hr

Expert Witness – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.
Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.
Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.
Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost
Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay interest at a 10% annual rate for amounts unpaid greater than 30 days after the date of the invoice.
Annual Increases – Unless identified otherwise, these standard rates will increase in line with the CPI-U for the nearest urban area per the Department of Labor Statistics to where the work is being completed) or by 3% annually, whichever is higher.
Prevailing Wage – The rates listed above assume prevailing wage rates do not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

Appendix B

Sample Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

8/28/2025

DATE (MM/DD/YYYY): 9/10/2024

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

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

PRODUCER
Lockton Companies, LLC
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000
kcasu@lockton.com

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Guarantee and Liab. Ins. Co.	26247
INSURER C : Continental Casualty Company	20443
INSURER D : American Alternative Ins Corporation	19720
INSURER E :	
INSURER F :	

INSURED
1547966
DUDEK
605 THIRD STREET
ENCINITAS CA 92024

COVERAGES **CERTIFICATE NUMBER:** 20924367 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:	N	N	GLO0146311	8/28/2024	8/28/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	N	N	BAP0146329	8/28/2024	8/28/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $	N	N	AUC0146407	8/28/2024	8/28/2025	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WC0146330	8/28/2024	8/28/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	PROF. LIABILITY	N	N	EEH591932835 INCL POLL	8/28/2024	8/28/2025	$15M PER CLAIM/$15M AGG.	
D	AVIATION LIABILITY			9010897	8/28/2024	8/28/2025	$5M PER OCCURRENCE	

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

CERTIFICATE HOLDER

20924367
EVIDENCE OF COVERAGE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Appendix C

Resumes

Laura Masterson

CONTRACT MANAGER | PRIMARY CONTACT

Laura Masterson is an environmental planner with 11 years' professional experience as a planner and environmental supervisor specializing in California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) document preparation.

Laura has experience managing the preparation of complex joint CEQA/NEPA documents with high public visibility. She has been a planner at Dudek for 3 years. During that time, she has been an author, deputy project manager, and project manager on a variety of environmental documents including environmental impact reports (EIRs), mitigated negative declarations (MNDs), negative declarations (NDs), addendums, and categorical exemptions. She has worked on projects for a variety of clients including cities and city departments, public utilities, state agencies, private developers, and community college districts. Prior to coming to Dudek, Laura was the CEQA supervisor for a large public agency.

Education

California State University, Fullerton
MS, Environmental Studies, 2011

University of California, Los Angeles
BS, Marine Biology, 2007

Project Experience

State Government

Mission Canyon Stream Habitat Restoration Project MND, California Department of Fish and Wildlife, Santa Barbara County, California. Project manager for the preparation of an MND for the restoration of Mission Creek and associated upland areas after an unauthorized discharge of sidecast rocks and debris. The project was approved by the California Department of Fish and Wildlife in May 2024.

Southern Region Emergency Operations Center EIR, California Governor's Office of Emergency Services, Costa Mesa, California. Project manager for the preparation of an EIR for the development of a Regional Emergency Operations Center on state-owned property in the City of Costa Mesa. The Final EIR was certified, and the project was approved on December 19, 2023.

Development

1450 Artesia Specific Plan Draft EIR, City of Gardena, California. Deputy project manager in the preparation of an EIR for the redevelopment of mixed-use property with a new mixed-use development consisting of a 268,000-gross-square-foot building that includes self-storage, industrial warehouse, and office/retail uses. The Draft EIR was released for public review in July 2024 and the Final EIR is currently under preparation.

Addendum #3, Delta Shores Final EIR, City of Sacramento, California. Lead analyst in the preparation of an addendum to assess changes to the Delta Shores mixed-use development project, which required amendments to the associated Development Agreement and the Delta Shores Planned Unit Development. The project was approved by the Sacramento City Council in September 2024.

Addendum to the City of Buena Park 2035 General Plan Update EIR for the Village at Buena Park Project, City of Buena Park, California. Lead analyst in the preparation of an addendum for the development of a 1,302-unit multifamily and townhome development within the Entertainment Corridor of the City of Buena Park. The project was approved by the City of Buena Park in June 2023.

Addendum to the Irvine Business Complex Vision Plan and Mixed-Use Overlay Zoning Code EIR, City of Irvine, California. Lead analyst in the preparation of an addendum for the development of a 172-room Home 2 Suites extended stay hotel within the Irvine Business Complex region of the City of Irvine. The project was approved by the City of Irvine Planning Commission in November 2022.

Water/Wastewater

Addendum to the Initial Study (IS)/MND, Lake Mission Viejo Water Improvement Project, Santa Margarita Water District, California. Lead analyst in the preparation of an addendum to assess project changes including new pipeline infrastructure within Lake Mission Viejo, a new submersible pump and metering station, a new pipeline within Marguerite Parkway, and connections to existing pipelines from the submersible pump and metering station and from the water treatment facility to the lake. The project is a continuation of the efforts to improve water quality in Lake Mission Viejo and reduce reliance on imported water. The addendum was completed in September 2024.

NEPA-Compliant Biological and Cultural Resources Studies, Western Municipal Water District, Riverside County, California. Project manager for the preparation of NEPA-compliant cultural and biological resources studies at three project sites within the Western Municipal Water District's jurisdiction. The work was completed in April 2024.

Hill Canyon Treatment Plant Stormwater Diversion Project IS/MND, City of Thousand Oaks, California. Lead analyst in the preparation of an IS/MND for improvements to the Hill Canyon Treatment Plant, including storm drain improvements, development of a new debris basin, and development of a new stormwater channel to route the off-site stormwater flow through and around the treatment plant in a dedicated channel/pipe to an existing discharge location. The Final MND was completed in late 2023.

North Hollywood Chlorination Stations and NHOU2IR West Treatment Plant Project IS/MND, Los Angeles Department of Water and Power, North Hollywood, California. Lead analyst in the preparation of an IS/MND for the expansion of treatment capacity at the existing Rinaldi-Toluca and North Hollywood West Chlorination Stations and replacement of the North Hollywood Central Chlorination Station. The MND was adopted by the Board of Water and Power Commissioners in March 2023.

Filter Plant Site Use Project Categorical Exemption with Special Studies, El Toro Water District, Mission Viejo, California. Project manager for the preparation of categorical exemption with special studies (air quality and greenhouse gasses, biological resources, noise, and cultural resources including built environment, cultural, and tribal cultural resources) for the demolition of the water filtration plant and clearwell and construction of a new storage warehouse and Water Emergency Response Organization of Orange County Emergency Operations Center at the El Toro Water District's facility at 26081 Via Pimiento in Mission Viejo. The Notice of Exemption was posted in April 2022.

Education

Solar Plan Project IS/MND, Riverside Community College District, Norco and Moreno Valley, California. Lead analyst in the preparation of an IS/MND for the development of ground-mounted photovoltaic solar arrays at Norco College and Moreno Valley College in support of the Riverside Community College District's solar planning initiative. The MND was adopted by the Riverside Community College District Board of Trustees in November 2022.

Megan Enright

TASK ORDER MANAGER

Megan Enright is a senior project manager with 28 years' experience in environmental planning, specializing in biological resource analyses for environmental documents, regulatory compliance, and botanical surveying. Megan has served in a variety of project management and lead biologist roles for a diverse client base, including cities, counties, special districts, joint powers authorities, and land development companies. In her project work, Megan solves biological and regulatory challenges and leads interagency coordination efforts to facilitate the entitlement and environmental permitting process. Additionally, she conducts wetland delineations and endangered species surveys and evaluates mitigation sites. Megan is trained and skilled in botanical surveying, including vegetation mapping, rare plant surveys, and wetland delineations. She is also experienced in the identification of Southern California flora.

Megan has served as extension of staff for several agencies, including water and wastewater districts and the Western Riverside County Regional Conservation Authority (RCA), a joint powers authority tasked with implementation oversight of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP).

Education

University of California, San Diego
BS, Biology/Ecology, 1997

Certifications

Federal Permit to Conduct Fairy Shrimp Surveys, Permit No. TE022524-0

CDFW Rare, Threatened, and Endangered Plant Voucher Collection Permit, Permit No. 05006

Professional Affiliations

California Native Plant Society

Association of Environmental Professionals

Southern California Botanists

Project Experience

Assistance to Regional Conservation Authority in MSHCP Implementation, Western Riverside County Regional Conservation Authority, Riverside, California. Megan provides extension-of-staff services to the Western Riverside Regional Conservation Authority (RCA), a joint-powers authority that is responsible for implementation of the Western Riverside County MSHCP, a habitat conservation plan (HCP) pursuant to Section 10 of the federal Endangered Species Act and a natural community conservation plan under California's Natural Community Conservation Planning Act of 2001. Megan serves as extension-of-staff to the RCA, providing ongoing project reviews and consultation on implementation procedures and policies. Responsibilities include review of all development applications within the MSHCP Criteria Area pursuant to the MSHCP Joint Project Review process; leading meetings and coordination with project applicants, 18 permittees, and resource agencies; research and consultation in concert with RCA to provide guidance on how projects can achieve MSHCP consistency; and developed trainings for biologists and conservation practitioners in the Plan Area.

Mesa Verde Specific Plan Area 2 Amendment 2, Mesa Verde Owners, LLC., City of Calimesa, California. Dudek is providing biological consulting services for the 1,485-acre Mesa Verde Specific Plan Area 2 Amendment 2 Project in the City of Calimesa. This amendment updates the Mesa Verde Estates Specific Plan (SPA 13-01), originally adopted in 2007 and amended in 2017, serving as the policy and regulatory framework—functioning as the zoning code—for future development in the area.

As the senior biologist, Megan leads Dudek's biological assessment efforts, which include:

- Vegetation mapping
- Aquatic resource delineations, including MSHCP Riparian/Riverine Resources
- Special-status plant surveys, including MSHCP narrow endemic and criteria area species
- Protocol-level burrowing owl surveys

Dudek prepared a Biological Resources Technical Report for CEQA compliance and developed a Western Riverside County MSHCP consistency analysis along with a Determination of Biological Equivalent or Superior Preservation (DBESP) Report for review and approval by the Western Riverside County Regional Conservation Authority (RCA). Both the MSHCP consistency analysis and DBESP have been reviewed and deemed consistent with the MSHCP by the RCA. In addition, Dudek is managing the project's waters permitting process, which includes:

- Waste Discharge Requirement (WDR) application with the Regional Water Quality Control Board (RWQCB)
- Streambed Alteration Agreement (SAA) application with the California Department of Fish and Wildlife (CDFW)
- To support these permitting efforts, Dudek is developing an on-site Habitat Mitigation and Monitoring Plan (HMMP) to mitigate stream channel impacts, ensuring regulatory compliance and long-term ecological integrity.

Lake Elsinore Back Basin, City of Lake Elsinore, County of Riverside, California. The City of Lake Elsinore in further refining its land use plan and evaluating development and conservation lands relative to the Western Riverside MSHCP criteria, including evaluating the existing habitat value of conserved lands, conservation requirements for undeveloped lands, and any remaining conservation values to be fulfilled in this area by the City. Megan is the project manager and lead biologist for the biological evaluation of the approximate 1,600-acres back basin area. Surveys included: (1) vegetation mapping, including mapping of MSHCP riparian/riverine and fairy shrimp habitat; (2) narrow endemic and criteria area plant species habitat assessments and focused surveys; (3) least Bell's vireo and southwestern willow flycatcher focused surveys; and (4) a burrowing owl habitat assessment. After the baseline biological surveys were conducted, Dudek prepared a conservation analysis identifying the land with the highest biological functions and values to further refine the conservation goals in the Lake Elsinore back basin.

Riverside County Flood Control and Water Conservation District, County of Riverside, California. Dudek has an on-call environmental services contract with the flood control district, which includes multiple services including but not limited to CEQA/NEPA documents, waters and endangered species permitting, and habitat restoration services. Most recently, Megan has provided emergency waters permitting services to the flood control district for fuel modification within one of their facilities abutting a residential area. Megan conducted field studies and prepared the emergency permitting package to be uploaded onto CDFW's Environmental Permit Information Management System (EPIMS) system.

City of Yucaipa On-Call Environmental Services, City of Yucaipa, California. Megan is the project manager for the Dudek's an as-needed environmental contract with the City of Yucaipa that includes the following general services: (1) coordination with the resource agencies, including the CDFW, USFWS, RWQCB, and USACE; (2) California Department of Transportation local assistance documentation; (3) environmental construction support; and (4) preparation of project entitlement environmental documents, including CEQA and NEPA documents. Some of the projects evaluated under this contract include the following: (1) Wilson III Basin Project; (2) Yucaipa Valley Wine Country Specific Plan; (3) Freeway Corridor Specific Plan; (4) Wildwood Basin 4 Project; (5) Pendleton Avenue Low Water Crossing Replacement Project; and (6) Dunlap Bridge.

Alex Hardy

TASK ORDER MANAGER

Alex Hardy is an environmental project manager with 23 years' experience as an environmental planner, program manager, quality-control reviewer, strategy advisor, and researcher and author, with a particular interest in water and other municipal infrastructure projects. Alex has led preparation of the full spectrum of California Environmental Quality Act (CEQA) documents for water agencies and local jurisdictions, assessing impacts and identifying compliance approaches for new infrastructure, replacement of existing infrastructure, and a variety of other projects. He is also an adept researcher and writer, employing his educational background in history.

Education

San Francisco State University
MA, History (emphasis on environmental and urban planning history), 2008

University of California, Berkeley
BA, History, 2000

Relevant Project Experience

Water

As-Needed Environmental Services Contract, San Diego County Water Authority (Water Authority), California. Serving as contract manager/program manager, overseeing a range of work for the client's Water Resources Department and aiding projects throughout their life cycle. Providing advisory support on environmental-compliance strategy and assisting with a host of CEQA review and documentation tasks related to pipeline relining projects, metering station construction and modification, habitat revegetation, emergency repairs, communications system installation, and programmatic infrastructure improvement plans. Working with wildlife biologists and botanists to plan and implement project compliance under the Water Authority's Subregional Natural Community Conservation Plan/Habitat Conservation Plan (NCCP/HCP). Reviewing and commenting on work prepared by other consultants. Responsible for drafting the NCCP/HCP annual report documenting the organization's compliance with plant/wildlife species conditions and habitat mitigation. Overseeing a team of compliance specialists who perform construction monitoring of the client's contractors and operations and maintenance staff during a wide array of construction projects. Also responsible for allocating Dudek and subconsultant resources for environmental documentation, permitting support, research, and compliance monitoring work for a range of Water Authority projects. Managing contract budget and task order budgets, as well as providing regular progress updates along with invoices. Assisting with preparation of client's requests for proposals and consultant-selection process.

First San Diego Aqueduct Southern Structures Rehabilitation Project, Water Authority, Escondido and Poway, California. Managed biological resources impact review for a multi-location infrastructure replacement project that is exempt from CEQA but requires compliance documentation pursuant to the client's NCCP/HCP and permitting for excavation and construction in jurisdictional waters. Reviewed and provided comments and suggested revisions on construction drawings and contract specifications to ensure incorporation of NCCP/HCP conditions while maintaining an eye toward constructability. Oversaw preparation of a post-construction habitat restoration plan covering multiple locations with varying vegetation communities.

Mission Trails Flow Regulatory Structure II and Flow-Control Facility, Water Authority, San Diego, California. Managed environmental impact review and preparation of an addendum to a 2006 environmental impact report (EIR) for a 5-million-gallon water-storage reservoir situated along the Second San Diego Aqueduct corridor in the City of San Diego's Mission Trails Regional Park. The project was partially constructed in 2008–2010, but construction ceased for several years while the Water Authority conducted subsequent facilities planning and water-demand planning. The detailed EIR addendum considered the impacts of a redesigned project, as well as public impacts in a very prominent open space park, including effects on park users and surrounding residents due to restarting construction activity after a 10-year hiatus. Environmental work entailed obtaining updated waters permits due to expiration of previous approvals. The project also received renewed endangered species take authorization, which was now achieved under the client's NCCP/HCP, which was not in effect when the project first commenced. Provided input for environmental considerations in production of the construction contract plans and specifications. Currently managing the project's multi-year environmental compliance monitoring task order, with construction planned to be complete by spring 2023. Project changes realized during the construction process have led to analysis of their effect on the project's prior CEQA documentation, with multiple additional addenda prepared to acknowledge the changes and their relationship to the 2006 EIR.

Municipal

Simms Park Stormwater Capture and Teen & Senior Center Projects MND, City of Bellflower, California. Served as project manager for environmental impact review and preparation of an MND for the City of Bellflower addressing two public projects at Simms Park. One project is a stormwater capture facility to divert water from a concrete box storm drain into a storage reservoir proposed beneath the park's existing baseball/softball fields. Proposed park improvements include replacing the ballfield surface, replacing perimeter fence and lighting, and adding a bioswale. The second project is construction of a Teen & Senior Center to replace an old teen center building that was demolished in 2019. The new building footprint requires reconfiguration of the park's existing parking lot and landscaping. The two projects are planned to be constructed separately and are not related in need, but the City decided to cover them in a single CEQA document due to their proximity and potential for overlapping impacts. Analysis and CEQA documentation required coordination with the two projects' architects and engineers. Dudek's CEQA analysis included modeling of construction-phase and operational air pollutant and greenhouse gas emissions, an air quality health-risk assessment due to construction adjacent to residences, noise estimates, and assessment of biological resources and cultural resources in an urbanized environment. Dudek advised the City during the Assembly Bill 52 tribal cultural resources outreach and consultation process. The MND was adopted by the Bellflower City Council in August 2023.

Spane Park Stormwater Capture Project MND, City of Paramount, California. Served as project manager for environmental impact review and preparation of an MND for a stormwater capture project in the City of Paramount's Spane Park. The project proposed a stormwater capture facility to divert water from a concrete box storm drain into a storage and infiltration reservoir proposed beneath the park's existing multi-use field. Proposed park improvements include placement of a soccer field over the reservoir, reconstructing existing basketball courts and a restroom building, reconfiguring the parking lot, revitalizing of the park's artificial pond and stream features, and making landscape improvements. Dudek's CEQA analysis included modeling of construction-phase and operational air pollutant and greenhouse gas emissions, an air quality health-risk assessment due to construction adjacent to residences, noise estimates, and assessment of biological resources and cultural resources in an urbanized environment. Dudek advised the City during the Assembly Bill 52 tribal cultural resources outreach and consultation process. The MND was adopted by the Paramount City Council in August 2023.

Nicole Cobleigh

TASK ORDER MANAGER

Nicole Cobleigh (*nick-KOHL KOB-lee; she/her*) is a senior project manager with 26 years' experience in environmental planning and land use development in Southern California. Nicole manages all phases of the project planning and environmental review process, including budget allocations and monitoring, project team and subconsultant oversight, scheduling, presentations at hearings, and public outreach. She has produced numerous California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents, including environmental impact reports (EIRs); environmental impact statements (EISs); and technical reports for visual resources and aesthetics, cultural resources, and other environmental resources.

Nicole applies her comprehensive understanding of policy, planning, and environmental issues to meet clients' needs on a variety of projects. She has extensive experience working on complicated projects involving multiple regulatory agencies.

Education

California Polytechnic State University, San Luis Obispo
MCRP, City and Regional Planning, 2001

University of California, Los Angeles
BA, Geography/ Environmental Studies (Public Policy/Urban Planning Minor), 1998

Professional Affiliations

Association of Environmental Professionals

Project Experience

Wiley Canyon Project EIR, City of Santa Clarita, California. This project would involve developing a 277,108-square-foot, four-story senior living facility; approximately 8,914 square feet of commercial space; 379 multifamily residential apartments; and a publicly accessible outdoor recreational field space on a vacant 31.8-acre site. Managed the preparation of the EIR for the project where key project issues addressed in the analysis included impacts to biological resources, transportation, and wildfire evacuation.

Clara Oaks Specific Plan Project EIR, City of Claremont, California. This project involves adopting a Specific Plan with development plans, infrastructure and public services plans, development regulations, design guidelines, and administration and implementation necessary to achieve the orderly and compatible development of the project site. The Specific Plan proposes 40 individual lots for custom residential homes, with lot sizes ranging from 0.22 acres to 2.41 acres (with an average lot size of 0.55 acres). Key project issues include providing access to water to the project site, infrastructure improvements to provide access to the project site, and wildfire concerns given the project's location in the hills above the City of Claremont.

B-2 Hotel Resort Project EIR, City of Garden Grove, California. An Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the project in 2022. Thereafter, opponents filed a CEQA lawsuit challenging the City's MND. (*Perez et al. v. City of Garden Grove et al.* OCSC Case No. 30-2022-01281816-CU-WM-CC.) On February 13, 2024, a stipulated Writ of Mandate ("Writ") was entered in that matter directing the City to "prepare a focused review under CEQA of the Projects' [...] potentially significant Vehicle Miles Travelled (VMT) and Greenhouse Gas Impacts." (Writ, ¶ 1(a).) All other claims were waived and dismissed with prejudice. The Writ further directs the City to assess whether any modifications are needed to the Project approvals, including any mitigation measures and conditions of approval. Finally, the City must approve, approve with modifications, or deny the Project's

Planned Unit Development amendment (PUD-141-01[A]) during a publicly agendized meeting of the City Council. Currently working with the City in managing the preparation of the Subsequent EIR to address the Greenhouse Gas and Vehicle Miles Traveled impacts of the project in compliance with the Writ and pursuant to CEQA Guidelines Section 15163.

Central Park Buildout Project MND, City of Santa Clarita, California. The City's Central Park was 90 acres and included baseball diamonds, basketball courts, a children's playground, a disc golf course, a dog park, a fitness zone, multipurpose fields, and other park amenities. The park is highly utilized by youth, league, and recreational sports groups from throughout the Santa Clarita region. Both the City's 2008 Parks, Recreation, and Open Space Master Plan (2008 Master Plan) and the City's 2011 General Plan and accompanying General Plan EIR envisioned and discussed the ultimate buildout of Central Park and identified undeveloped land immediately adjacent to the 90-acre Central Park as "Potential Active Parkland." Managed the preparation of an IS/MND on an expedited schedule so that the City could secure funding to implement planned park expansion and improvements. Key project issues included noise-generating uses near residential uses and potential tribal cultural resources on the project site.

Santa Clarita Riverwalk Project Negative Declaration, City of Santa Clarita, California. This project involves constructing 136 multifamily units and an approximately 10,000-square-foot commercial building on a 5.4-acre site located at 18300 Soledad Canyon Road within the City of Santa Clarita. The commercial building would be two stories (34 feet) in height, and the residential buildings would be three and four stories in height (up to 50 feet). The project also includes construction of covered carports and a recreational area for the residents. Managed the preparation of an IS/Negative Declaration (ND) for this project.

Old Town Newhall Specific Plan EIR Addendum, City of Santa Clarita, California. The Santa Clarita City Council adopted the Downtown Newhall Specific Plan in 2005, now known as the Old Town Newhall Specific Plan and certified the Final EIR with the approval of City Council Resolution 05-133. The Originally Approved Plan consists of an approximately 271-acre area and proposed the development of up to 1,092 new residential units and nearly 1 million square feet of new commercial space over a 20- to 25-year horizon. The City updated the Old Town Newhall Specific Plan to continue the implementation of the Originally Approved Plan and its subsequent amendments, refine land use designations, and update development standards for the planning area. Managed the preparation of an Addendum to the previously certified Final EIR for the Old Town Newhall Specific Plan to address the incorporated revisions.

Sand Canyon Resort Project EIR, City of Santa Clarita, California. Located in the City of Santa Clarita, this project would have involved redeveloping a former golf course into a resort hotel project. Key project issues included potential impacts to sensitive biological resources, development within a Very High Fire Hazard Zone formerly subject to wildfire and mud and debris flows, and the rezoning of Open Space to Commercial within in a community sensitive to the loss of Open Space. Served as the project manager for the EIR and supported technical analyses for the proposed project.

Moreno Valley Medical Campus Project, Kaiser Permanente, City of Moreno Valley, California. Kaiser Permanente owns an existing medical facility within the City of Moreno Valley. Due to its growing membership base, Kaiser Permanente is proposing to complete a substantial redevelopment and upgrade to the existing medical campus. Managed the preparation of a Programmatic EIR that evaluated the redevelopment of the campus over three separate phases. The first phase was evaluated at a project-level, while the second two phases were evaluated at a programmatic-level. Key project issues included suitable habitat for sensitive species and consistency with an adopted Multiple Species Habitat Conservation Plan, traffic impacts, and air quality impacts, specifically associated with the construction and operation of a new Energy Center.

Tracy Ortega

TASK ORDER MANAGER

Tracy Ortega is an environmental planner with 2 years of professional experience specializing in California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) compliance and environmental impact analysis. Tracy has experience in preparing CEQA documentation including initial studies, mitigated negative declarations, and environmental impact reports (EIRs), and to authoring sections, including Geology and Soils, Hydrology and Water Quality, and Utilities sections of EIRs.

Education

California State University, Fullerton
MS, Geological Sciences
BS, Geological Sciences

Professional Affiliations

Association of Environmental Professionals (AEP)

American Planning Association (APA)

Relevant Project Experience

Oceanside Pier Replacement, Oceanside, California. Serving as an environmental planner for the Programmatic EIR prepared for the specific proposed improvements to the Pier View Way Bridge & Lifeguard Headquarters including the new Lifeguard Service Facility, the Junior Seau Beach Community Center, and the Junior Seau Amphitheatre/Bandshell, along with improvements to the pier plaza and public spaces in between. The purpose of the proposed project is to address needed improvements to the full suite of public facilities and provided for their continued long-term availability as a public resource.

Lithium Valley Specific Plan, Imperial Valley, California. Serving as an environmental planner of the PEIR for the Imperial County Salton Sea Lithium Valley Specific Plan to support the existing and future renewable energy development, lithium extraction, and associated infrastructure and industrial uses in the Planning Area in the northern Imperial Valley along the southeastern Salton Sea.

Phelan 60 Project, Cambria 60 Partners LLC, Hesperia, California. Serving as primary analyst for the development of an industrial/warehouse space on behalf of Covington Development Group. The proposed project would provide 419,840 square feet of industrial/warehouse space and include associated improvements, such as loading docks, tractor-trailer stalls, passenger vehicle parking spaces, stormwater detention basins, and landscape area. The proposed project would also include 5,000 square feet of office space.

Delta Shores, Sacramento, California. Serving as an environmental planner for the Addendum of the Delta Shores Project EIR for the City of Sacramento consisting of several parcels including the development of an approximately 782-acre master planned community in south Sacramento adjacent to the southern city limits. Delta Shores included a mix of residential uses with two mixed-use commercial centers, schools, parks, and limited office uses.

Solaris Business Park Project EIR, County Club Ventures, City of Escondido, California. Serving as an environmental planner for the EIR for the development of a business park, as well as a Specific Plan amendment, zone change/prezone, commercial subdivision map, and annexation into the City of Escondido.

Addendum to the Hesperia Commerce Center II Project EIR, Covington Development Partners, Hesperia, California. Served as an environmental planner for the preparation of an Addendum to the HCC II Project EIR. The modified project was part of the larger industrial development known as the HCC II Project, which included 3,745,429 square feet of industrial development. The modified project involved development of a 1,646,642-square-foot concrete tilt-up panel industrial building with 40,000 square feet of office space and an approximately 850,480-square-foot mezzanine in the main warehouse area, for a total of 2,517,122 square feet.

CDFA and WS-California, California. Served as an environmental planner for the EIR/EIS. Under the proposed project/proposed action, the California Department of Food and Agriculture would have a new role in statewide activities, formalizing a program that provides an adaptive and integrated approach, cooperator/requestor participation, technical assistance on lethal and non-lethal techniques, and/or lethal and non-lethal operational wildlife damage management assistance that is similar to Wildlife Services-California's existing wildlife damage management activities.

Mojave Industrial Park Project EIR, Victorville, California. Served as an environmental planner for the Mojave Industrial Park Project EIR. The project would include construction of three industrial/warehouse buildings and associated improvements on approximately 81.1 acres of vacant land. In total, the project would provide 1,351,400 square feet of industrial/warehouse space. Additionally, associated improvements of the project include loading docks, tractor-trailer stalls, passenger vehicle parking spaces, and landscape area.

Palisade Jefferson Outdoor Storage Yard for Oversized Vehicles and Trailers, NP Jefferson LLC, Anaheim, California. Served as primary analyst of an Initial Study/Negative Declaration (IS/ND) for a storage yard project in Anaheim, California. The proposed project is a trailer storage yard on a 7.75-acre project site in a largely industrial area of the city.

TTM 20576 Victorville Project MND, Victorville, California. Served as an environmental planner for the Victorville TTM IS/MND. The proposed project involves the construction of a 242-lot single-family residential subdivision, and associated improvements including 110,745 square feet of green space throughout the project site, within four parks.

Mclaughlin and San Jacinto Warehouses Project EIR, Menifee, California. Served as an environmental planner of the Mclaughlin and San Jacinto Warehouses EIR. The proposed project would provide 492,572 square feet of industrial warehouse space across five buildings. Additionally, associated facilities and improvements of the project include loading dock doors, on-site landscaping, and related on-site and off-site improvements (roadway improvements, sewer, storm drain, utilities).

Alexandra Howard

TASK ORDER MANAGER

Alexandra Howard (*al-eks-AHN-dra HOW-uhrd*; she/her) is an environmental planner with 5 years' professional experience specializing in California Environmental Quality Act/National Environmental Quality Act (CEQA/NEPA) compliance and environmental impact analysis. Ms. Howard has experience in preparing CEQA documentation including initial studies, mitigated negative declarations, and environmental impact report sections. Her experience includes the preparation of technical studies through analyses of air quality, noise, and transportation impacts to support CEQA documentation. Further, she possesses a high level of expertise in geographic information systems (GIS), with proficiency in managing and analyzing spatial data and creating maps to support and enhance environmental documentation.

Education

California State University, San Luis Obispo, 2019
BS, Environmental Management and Protection

Minor, Geographic Information Systems

Professional Affiliations

Association of Environmental Professionals

Relevant Previous Experience

Huntington Beach Housing Element Update, Draft Subsequent Environmental Impact Report (SEIR), City of Huntington Beach, California. Served as an environmental planner for the City of Huntington Beach's Housing Element Update (2021–2029) Implementation Program. The Draft SEIR was prepared to discuss the Housing Element Update's potential physical impacts on the environment, ways in which potential environmental impacts may be minimized (mitigation), and alternatives to the project. Tasks included environmental analysis and EIR preparation, including preparing the vehicle miles traveled assessment.

Starbucks Drive-Through Service Restaurant Project Initial Study/Mitigated Negative Declaration (IS/MND), City of Cerritos, California. Served as an environmental planner to assist with the environmental analysis and preparation of an IS/MND for the Starbucks Drive-Through Service Restaurant Project and related Cerritos Development Code amendments. The project involved subdividing the subject property to create two separate parcels to accommodate a proposed 1,897-square-foot Starbucks drive-through service restaurant with 20 parking spaces, a single-lane drive-through, and site landscaping. In addition, the project included an amendment to the Cerritos Development Code to allow drive-through service restaurant uses to be conditionally permitted with limitations in other commercial zones.

Rancho Los Amigos South Campus Specific Plan Draft Program Environmental Impact Report (PEIR), City of Downey, California. Served as an environmental planner for the Rancho Los Amigos South Campus Specific Plan. The Draft PEIR was prepared to analyze the 62.5-acre Focus Area within the approximately 172-acre Specific Plan area. The project proposes a planned and programmed mix of transit-oriented residential, retail, and office uses within the Focus Area. Tasks included environmental analysis, EIR preparation, and conducting public noticing procedures for CEQA compliance to ensure accurate public disclosure of environmental documentation.

Gardena Transit-Oriented Development Specific Plan Project Draft EIR and Final EIR, City of Gardena, California. Served as an environmental planner for the Gardena Transit-Oriented Development Specific Plan Project. The Specific Plan allowed for the development of up to 265 dwelling units (DU) in a single building on a 1.33-acre site

at a density of 200 DU/acre. Tasks included environmental analysis and Draft and Final EIR preparation, including responding to comments and preparing the mitigation, monitoring, and reporting program.

Santa Ana Off-Premises Commercial Advertising Signs Ordinance Update Project, City of Santa Ana, California. Served as a GIS analyst for the City of Santa Ana's proposed Off-Premises Commercial Advertising Signs Ordinance (Billboards Ordinance) to support the establishment of permitted locations for billboards The Billboards Ordinance would allow digital billboards to be installed adjacent to freeways in suitable locations; allow the reconstruction or conversion of existing static freeway-oriented billboards to digital displays; and allow the reconstruction or conversion of existing on-premise freeway-oriented advertising signs to digital billboards. Tasks included geospatial analysis and the preparation of hard-copy maps and web maps to display locational data.

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LSA

CARLSBAD
CLOVIS
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LOS ANGELES
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SAN LUIS OBISPO

1. Cover Letter

April 1, 2025

Barbara Mason
Purchasing Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Subject: Request for Qualifications for On-Call CEQA/NEPA Services (RFP 24-096)

Dear Ms. Mason:

LSA is pleased to submit this Statement of Qualification (SOQ) to provide the City of Banning (City) with On-Call California Environmental Quality Act and National Environmental Policy Act (CEQA/NEPA) Services. LSA's extensive local knowledge stems from nearly 15 years of experience assisting the City with environmental compliance for various land development and public works projects, as well as preparing planning documents and implementation guidelines. The LSA Team can prepare a wide variety of environmental documentation required for CEQA/NEPA compliance, including Categorical Exemptions/Exclusions, Initial Studies/Mitigated Negative Declarations, Environmental Assessments/Findings of No Significant Impact, Section 4(f) Evaluations, Environmental Impact Reports (EIRs)/Statements (including responses to public comment letters, Findings of Fact, Statements of Overriding Considerations, Mitigation Monitoring and Reporting Programs), Addenda to previously adopted EIRs, MNDs and myriad technical reports/memoranda.

LSA Associates, Inc.:

1500 Iowa Avenue, Suite 200
Riverside, CA 92507
(951) 781-9310
www.lsa.net
Riverside@LSA.net

Contact Person:

Dionisios Glentis,
Project Manager and
Associate/Senior Environmental Planner

1500 Iowa Avenue, Suite 200
Riverside, CA 92507
(951) 781-9310
Dionisios.Glentis@lsa.net

Along with CEQA/NEPA environmental documentation, LSA maintains an in-house staff of technical experts to prepare supporting technical studies, including biological resources and wetlands studies; historic architecture and archaeological resources studies; transportation analyses; air quality, energy, and greenhouse gas analyses; health risk assessments; acoustical and vibration studies; aesthetics and visual resources analyses; and hydrological and water quality analyses and geospatial analysis.

This depth and breadth of LSA's experience has contributed to our capability to manage an on-call contract and multiple task orders. LSA recognizes that an on-call assignment requires an "on-call" obligation. The knowledgeable LSA Team will act quickly with a solution-oriented approach, be responsive to myriad requests, and commit to having sufficient staff mobilized to address task orders expeditiously. The core strengths that underpin LSA's successful delivery of on-call services are timely, clear, and productive communication.

Our key qualifications for conducting the requested services are:

- Extensive experience preparing environmental documents for projects throughout Riverside County, including the last 15 years with the City of Banning, including the City's **General Plan Circulation Element**, **Vehicle Miles Traveled Analysis Implementation Guidelines** and the **First Lincoln Industrial Project**.
- Knowledge of the local political, planning, and environmental landscapes, having completed projects for a number of nearby communities throughout the Riverside County region.
- A solid understanding of CEQA, NEPA, and the environmental review process supported by our in-house technical specialists.
- Familiarity with the issues that are important to residents in Banning and the ability to customize our approach to environmental review accordingly.

For this on-call contract, **Deborah Pracilio, Principal**, will serve as the Principal in Charge. Ms. Pracilio has more than 35 years of experience providing CEQA and NEPA services throughout California and will be responsible for overseeing the preparation and management of environmental documents for the City. Ms. Pracilio was Environmental Principal-in Charge for the I-10 Bypass project and is currently Environmental Task Manager for the Hargrave Avenue Grade Separation project.

Dionisios Glentis, Associate/Senior Environmental Planner, will serve as the Project Manager. Mr. Glentis brings 10 years of consulting experience in the field of environmental planning and 19 years overall consulting with lead agencies on CEQA and NEPA. Mr. Glentis currently serves as project manager for the First Hathaway Logistics Project, Rancho San Gorgonio Specific Plan Amendment, and Banning Travel Center (8th & Lincoln) Project in Banning and will be LSA's main point of contact for on-call services, responsible for the day-to-day administration of the contract.

LSA has included long-standing teaming partners **Group Delta** Consultants, Inc. (Group Delta) and **Gilbert & Associates (Gilbert)** to the consultant team. Group Delta will supplement the LSA Team with hazardous materials and geotechnical services and be available to prepare or peer review these types of studies upon request, while Gilbert will assist with hydrologic and civil engineering services.

We have reviewed the City's Sample Agreement and are able to enter into a contract with the City. Please note that LSA employees are considered professional employees as defined under the Fair Labor Standards Act at 29 Code of Federal Regulations Part 541 and are not covered by the Davis-Bacon Act.

LSA is committed to providing the City of Banning with prompt, efficient service and unparalleled environmental planning expertise. Should you have any questions, please contact our designated Project Manager/Primary Point of Contact, Dionisios Glentis, at (951) 781-9310 or Dionisios.Glentis@lsa.net.

Sincerely,

LSA Associates, Inc.

Deborah Pracilio
Principal in Charge

Dionisios Glentis
Project Manager

2. Proposal

A. Statement of Understanding and Approach

Project Approach and Methods

LSA proposes to provide the City of Banning (City) with California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) document preparation and review services on an on-call basis. We understand that expected services include conducting review of projects for CEQA and NEPA compliance, preparing CEQA/NEPA documents for the City (e.g., Initial Studies in support of [Mitigated] Negative Declarations, Environmental Impact Reports (EIRs), Findings of Fact, Statements of Overriding Considerations, Mitigation Monitoring and Reporting Programs, Addenda, Environmental Assessments (EAs), Findings of No Significant Impact, Section 4(f) Evaluations, and Environmental Impact Statements [EISs]), peer review of CEQA and NEPA documents prepared by other consultants, review of CEQA and NEPA documents from neighboring agencies, and conducting public workshops and scoping meetings.

As part of our suite of services, we provide technical studies related to traffic, air quality/greenhouse gas emissions and energy, biological resources, cultural and paleontological resources, and noise and vibration. Furthermore, LSA has expertise in reviewing CEQA and NEPA materials associated with projects being considered by other jurisdictions (e.g., Caltrans, other cities, and the County of Riverside [County]) and preparing comments on behalf of a lead or responsible agency.

As outlined in this proposal, LSA has the technical expertise and familiarity with CEQA processes, procedures, and technical requirements to provide the City with CEQA and NEPA documentation and review services. This expertise includes coordinating with local, State, federal, and other governmental agencies; preparing and processing environmental documents and technical studies; managing public participation programs; issuing necessary legal notices; and incorporating each document into the relevant planning process. We are also familiar with State and County noticing requirements, such as posting to the State Clearinghouse (CEQAnet) and filing documents with the County Clerk-Recorder's Office. Additionally, the LSA Team has extensive experience with conducting public workshops and scoping meetings and participating in public hearings.

LSA has completed a range of projects throughout Southern California, especially throughout Riverside County and in Banning, specifically. This extensive experience working as an on-call environmental consultant for hundreds of public and private entities has brought a comprehensive understanding of what skills are needed to manage an on-call contract and multiple concurrent task orders.

Our approach and methodology for conducting environmental analyses and preparing environmental documents involves organizing the project team and the tasks needed to achieve the following objectives:

- Identify key environmental constraints early in the project development process.
- Work with the City and the consulting team to minimize project environmental impacts to the maximum extent practicable in project development.
- Ensure that all procedural steps required by CEQA, NEPA, and other regulatory processes for environmental analyses are met.
- Incorporate early involvement of and coordination with State and federal regulatory and resource agencies to resolve issues and confirm assessment methodologies.
- Maximize use of existing data, reports, and other relevant information to limit the need for new or supplemental studies.

- Maintain close coordination with the City and consulting team to work toward expediting the project schedule through the environmental document review process(es).
- Develop cost-effective and feasible avoidance, minimization, and mitigation measures based on implementation of relevant project field experience.

Once we are tasked with conducting environmental review for a project, we will initiate the effort by gathering information from City staff, the project application, and potentially a site visit. We will then prepare a detailed scope of work, a schedule, and a budget for the appropriate environmental document and supporting techcial studies, which will be determined in consultation with City staff.

Meeting the City's schedule will be a primary focus. We seek to initiate the planning and review process with a clear understanding of the realistic dates for the receipt of analyses and the completion of technical studies that are key milestones on the critical path for completing the project. Conducting all steps necessary for creation and approval of the necessary environmental review requires not only strict adherence to established timelines and schedules of the project, but also close management of costs associated with the project.

Project Controls

LSA employs several management tools, including topic-specific budgeting tables, subconsultant progress updates, and regularly scheduled budget reporting and updates to the client to accurately track and monitor the overall budget through project completion. LSA's in-house team of diverse environmental professionals operating within the budget and schedule constraints of projects enables LSA to deliver the highest-quality products within agreed-upon timelines and financial limits. LSA prepares budgets that are appropriate for the scope of services to be performed and verifies that the amounts we bill are consistent with work performed each month. We promptly respond to requests for out-of-scope work or work at a level not anticipated in our approved scope to ensure clear communication and manage expectations.

We are confident we will be able to negotiate specific tasks and provide them in a cost-effective method that will ensure overall cost control. In addition, because LSA uses highly trained project staff, the firm is often able to propose innovative and cost-effective approaches to project issues. While innovative in nature, LSA always ensures compliance with regulations and successful passage through applicable agency

review, while saving money and completing projects more rapidly. Below are select strategies LSA implements to facilitate cost savings and timely deliverables to our clients.

- LSA conducts regular comparative analyses of our rates compared to those of other local firms to ensure cost-competitiveness.
- LSA optimizes efficiency by selecting specific staff for each task. For example, select field surveys can be conducted by assistant-level staff with oversight by more experienced staff. On the other hand, strategic planning, project management, and quality control is conducted by senior staff who can efficiently provide the necessary level of expertise and service that is needed for each project.
- Budget status is routinely reviewed by the Principal in Charge, the Project Manager, and the Accounting Department. The Project Manager tracks budgets on a weekly or monthly basis, depending on the level of expenditure.
- Budget status, along with project status, can be provided to the City with each monthly invoice.
- The Project Manager will communicate with the City if it becomes apparent that out-of-scope work and additional budget may be required. The Project Manager will always obtain prior authorization from the City before commencing any out-of-scope work.

Quality Control/Quality Assurance

LSA maintains high quality throughout the life of each project, not merely at the end of the project. LSA's overall goal is to improve quality on each subsequent project. This requires implementation of strategies to improve quality at the very beginning of each project and carrying those strategies throughout a project and beyond. LSA's Quality Control Plan and Procedures include these specific management tasks:

- Include Principal review of all work performed prior to submittal to the client. Principal review ensures that LSA's study methodology, analysis, and conclusions are sound and that quality standards are met.
- Ensure that applicable agency standards, policies, and procedures are understood and adhered to by all project team members.
- Ensure all documents are reviewed by LSA's Document Management department prior to external release. Document Management staff provide a third-party review consisting of conformity to client requirements, readability/clarity, and overall document presentation.
- Review project status with the client at regular project intervals to ensure implementation of the original scope of work and harmonious functioning of all team members. Identify any potential conflicts with schedule or budget due to potential changes in scope or client direction.
- Review performance with the client on a regular basis to make any adjustments required for successful project completion and to determine improvements for future projects.

Client Satisfaction

Building upon LSA's prior and current experience with our on-call contract with the City and other municipalities, the LSA Team for this contract will act quickly; be responsive, knowledgeable, and ready for task orders that may need to be addressed concurrently; and be solution oriented to help City staff accomplish project goals. LSA is equipped with the size and depth of staff and experience to promptly respond to any requests for services from the City, including multiple requests at one time, due to our breadth of experience and in-house staff proximity to Banning.

The LSA Team practices a strong anticipatory project management style that facilitates informed decision-making regarding key issues and the level of effort needed to address them. LSA project managers have a

proven ability to discuss multiple approaches and objectives with the City, legal counsel, and project Applicants (as necessary) and come to an agreement on the approach that best meets the City's needs for complying with CEQA and/or NEPA. Through many combined staff-years of experience providing services for on-call contracts throughout California, LSA has developed an effective process to streamline client requests for services.

LSA offers a well-qualified team that will provide the full range of expertise needed to comprehensively address all required environmental services the City may need under this on-call contract. Many of our planners are certified by the American Institute of Certified Planners (AICP) and are active members of the American Planning Association and the Association of Environmental Professionals.

Project Schedule

Meeting the client's schedule is a primary focus of project management for all work that LSA undertakes. We seek to initiate the environmental review process with a clear understanding of the realistic dates for the completion of technical studies that are key milestones on the critical path for completing the project. Our staff conducts regular workload meetings and backlog evaluation to determine work assignments and allocate resources to ensure that we meet agreed-upon deadlines. Per the Request for Proposals (RFP) requirements, we have included an example of an expected timeline for an IS/MND (**Table A**) that includes milestones for deliverables of each aspect of an anticipated project scope.

Table A: Estimated IS/MND Project Schedule

Task	Responsible Party	Weeks to Complete	Cumulative Weeks
Task 1: Project Initiation			
Authorization to Proceed	City	--	--
CEQA Kickoff Meeting	City/LSA	1 week	1 week
Draft Project Description and Project Initiation Tasks	LSA	2 weeks	2 weeks
Review Draft Project Description/Provide Requested Input	City/Applicant	1 week	3 weeks
Final Project Description	LSA	1 week	4 weeks
Task 2: Technical Analysis			
Provide Draft Technical Studies	LSA	8 weeks	12 weeks
Review Draft Technical Studies	City	2 weeks	14 weeks
Prepare Final Technical Studies	LSA	2 weeks	16 weeks
Task 3: Draft IS/MND			
Prepare Administrative Draft IS/MND	LSA	4 weeks	20 weeks
Review Administrative Draft IS/MND	City	3 weeks	23 weeks
Prepare Screencheck IS/MND	LSA	2 weeks	25 weeks
Review Screencheck IS/MND	City	2 weeks	27 weeks
Prepare Public Review Draft IS/MND and Associated Notices	LSA	1 week	28 weeks
Approve Public Review Draft IS/MND	City	1 week	29 weeks
Prepare and Publish Public Review Draft IS/MND	LSA	1 week	30 weeks
30-Day Public Review Period	--	4 weeks	34 weeks
Task 4: Final IS/MND			
Prepare Draft RTC and MMRP	LSA	3 weeks	37 weeks
Review Draft RTC and MMRP	City	2 weeks	39 weeks
Prepare and Distribute Public Review Final IS/MND	LSA	1 week	40 weeks

Table A: Estimated IS/MND Project Schedule			
Task	**Responsible Party**	**Weeks to Complete**	**Cumulative Weeks**
IS/MND Adoption	City	1 day	TBD
NOD is filed with County Clerk and State Clearinghouse	City	1 day (within 5 days of project approval)	TBD
Note: Some tasks in the schedule overlap.			
CEQA = California Environmental Quality Act IS/MND = Initial Study/Mitigated Negative Declaration MMRP = Mitigation Monitoring and Reporting Program NOD = Notice of Determination RTC = Responses to Comments TBD = to be determined			

Requirement from City Staff

LSA intends to work with City staff as needed and may require some information and support to ensure the environmental document is comprehensive and accurate. Some key tasks that City staff may need to provide include:

- **Input on Project Description and Details:** LSA will provide an initial project description to City staff for approval. This includes the location, scope, purpose, and design details. City staff may need to supply additional information, especially information related to public infrastructure, proposed or foreseeable land use and/or zoning actions, or planning aspects.

- **Baseline Environmental Conditions and Environmental Resource Data:** In an effort to streamline a project, City staff may be asked to provide existing condition data, such as information on current land use, concerns related to transportation patterns or circulation network performance, infrastructure, demographics, and any existing environmental constraints. This information forms the baseline for assessing impacts.

- **Interdepartmental Coordination:** LSA may need to collaborate with other departments within the City (such as Public Works, Parks and Recreation, or Public Safety). City staff may be asked to assist in coordinating these interactions and ensuring the consultant has the correct technical input.

- **Approval and Sign-off:** Once the environmental document is completed, LSA will ask City staff to review and approve drafts, ensuring that the document aligns with local plans and policies, proposed or foreseeable land use and/or zoning actions, and also to provide necessary approvals or sign-offs for compliance with CEQA and/or NEPA.

Innovative or Creative Approaches to Projects

LSA's public agency clients look to us for ways to accelerate the environmental review process for their projects. Through the company's years of on-call contract experience, LSA has refined methods for streamlining the environmental documentation and permitting processes with Lead Agencies and Responsible Agencies such as Caltrans, the Federal Highway Administration (FHWA), and resource management agencies. The following strategies have provided streamlining efficiencies:

- Combine documents if applicable (CEQA/NEPA).
- Overlap tasks as feasible (i.e., jurisdictional delineation, plant survey, vegetation mapping).
- Confirm project design and footprint (area of impact) for environmental analysis with no subsequent modifications (other than minor) once the environmental studies begin.
- Provide adequate project mapping and design information.
- Implement simultaneous conceptual engineering/planning with the preparation of a clear and thorough project description. This also allows for the environmental planners to inform the design of a given project to potentially reduce environmental impacts.
- Maintain regular communication with project engineers and the City case planner; submit regular status reports to team with action items and deadlines.
- Integrate resource avoidance and impact minimization measures early in the design process that can help streamline the environmental review process and reduce project mitigation costs. LSA will use its prior experience in developing mitigation plans and programs for land development and public works projects to assist the City in developing reasonable, feasible, and cost-effective mitigation measures.

Agency Reviews

- Confer and/or meet with the agency task manager(s) when initiating preparation of environmental documents to obtain a clear understanding of expectations for the document contents, format and logistics, communication protocols, and reviews.
- Notify agency staff ahead of time as to when they will receive the documents so they may schedule their reviews.
- Maintain an open and regular line of communication with all key agency project staff
- Discuss review comments with agency staff to ensure an understanding of their comments; conduct workshop sessions with agency staff to address comments and facilitate public disclosure in environmental documents.

Use of City-Owned Facilities

LSA does not intend to lease, purchase, or rent from the City in connection with the services to be performed under this contract.

B. Company Information

Primary Point of Contact

Dionisios Glentis
Project Manager / Associate/Senior Environmental Planner
1500 Iowa Avenue, Suite 200
Riverside, CA 92507
(951) 781-9310
Dionisios.Glentis@lsa.net

We have provided CEQA documentation and environmental planning services throughout Riverside County, San Bernardino County, Orange County, and Los Angeles County for more than four decades.

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Roseville@lsa.net

Type of Entity

LSA is an S-Corporation, incorporated in the State of California

DIR Registration Number

1000010048

Firm History

Founded in 1976, LSA Associates, Inc. (LSA), a California S-Corporation, is a 100 percent employee-owned environmental consulting firm with nine offices in California (Irvine, Carlsbad, Clovis, Los Angeles, Palm Springs, Point Richmond, Riverside, Roseville, San Luis Obispo), and approximately 180 employees. The firm was designed to meet the need for environmental evaluation as a result of the passage of the CEQA in 1970. From this foundation, the firm's expertise, experience, and services have grown to encompass the many issues related to environmental law. LSA has 48 years of experience helping clients navigate the often-complex process of environmental review pursuant to CEQA and NEPA. Although environmental planning and environmental assessment are LSA's key practice areas, the firm offers technical expertise in the areas of biological resources, wetland permitting, air quality, noise, climate change, cultural, historical and paleontological resources, land use and community planning, natural resources, transportation, water quality, geographic information systems (GIS) and graphics, and document management.

Our environmental team has prepared numerous documents to satisfy the requirements of specific agencies such as the United States Army Corps of Engineers, the California Department of Transportation (Caltrans), the FHWA, the United States Fish and Wildlife Service, the California Coastal Commission, the California Department of Fish and Wildlife, and the Regional Water Quality Control Board. This expertise includes coordination with local, State, federal, and other governmental agencies; preparing and processing environmental documents and technical studies; managing public participation programs; issuing necessary legal notices; and incorporating each document into the relevant planning process. LSA has a successful track record of preparing environmental documents that are technically sound and legally robust as well as innovative and solution oriented.

Overview of LSA's Services

The LSA Team provides technical services that address all the topic areas outlined in the RFP. The following is a brief introduction to LSA's areas of specialization as they pertain to this contract.

Environmental Analysis and Planning. Navigating CEQA and NEPA requirements is a critical part of project development in California. LSA's Environmental Planning Group offers broad expertise in environmental analysis and guides projects through all aspects of CEQA and NEPA compliance documentation. Working across multiple technical disciplines, our staff members combine their knowledge of science and regulations with creative problem-solving skills to provide solutions that are innovative, practical, and efficient. LSA offers highly skilled and responsive support to both public- and private-sector clients. This experience includes the preparation of a wide range of CEQA documents, including Statutory/Categorical Exemptions, IS/MNDs, Draft and Final EIRs, Addenda, and technical reports/memoranda. The firm is also well versed in the preparation of documents to satisfy NEPA requirements such as Categorical Exclusion (CE), EA/Finding of No Significant Impact, Draft and Final EISs, Reevaluations and Technical reports/memoranda.

With respect to ongoing education, our staff members maintain and supplement their knowledge, understanding, and technical expertise in the application of CEQA and NEPA by regularly attending workshops on recent court outcomes and legislative amendments. Our planners use their thorough understanding of CEQA, NEPA, and decades of analogous projects to craft environmental documentation that is efficient, technically sound, and resilient to challenge. This process streamlines documentation and focuses on the analysis, all while ensuring that the resulting documentation is legally robust and defensible.

Biological Resources and Regulatory Permitting. We provide a full range of biological services, including special-status species surveys, biological assessments, and mitigation plans for listed plants and animals; wetland assessments, wetland delineations, regulatory permits, and wetland mitigation; riparian revegetation/restoration; biological resource sections of CEQA documents; tree surveys and arborist reports; botanical surveys for special-status plants and vegetation mapping; wildlife surveys for special-status species, habitat assessments and modeling, and mitigation plans; and GIS mapping. We are familar with the local biological resources and have staff who are expereinced with conducting field surveys and reporting on a number of local special status species such as the Delhi sands flower-loving fly, San Bernardino kangaroo rat, coastal California gnatcatcher, and burrowing owl.

LSA also maintains a number of Section 10 permits for scientific research on various listed species that must be handled during sampling or monitoring. In addition, staff biologists maintain California scientific collector permits to conduct monitoring and sampling work. We regularly conduct construction monitoring and interact with contractors to ensure compliance with regulatory agency permit conditions and CEQA mitigation measures.

Cultural, Tribal, and Historic Resources. We help navigate the full spectrum of federal, State, and local environmental review requirements governing the management and preservation of cultural resources. LSA's Cultural Resources Group is made up of a diverse and highly qualified core group of archaeologists, tribal consultants, and historic preservation specialists with extensive experience in the management of cultural resources throughout California. LSA assists its clients with compliance on projects dealing with CEQA, NEPA, the National Historic Preservation Act, California Register of Historical Resources documentation and nominations, and preparation of Historic American Building Survey documentation. We have earned a reputation for employing innovative techniques and developing new technologies to protect resources and manage projects.

All staff archaeologists at LSA either meet or exceed the Secretary of the Interior's Qualification Standards, and staff archaeologists are Registered Professional Archaeologists or Registered Archaeologists. Our team of specialists addresses regulatory requirements pertaining to archaeology, architectural history, local and regional history, cultural landscapes, Native American consultation, and traditional cultural properties. Additionally, LSA supports public agency staff in meeting their tribal consultation requirements under Assembly Bill (AB) 52 and Senate Bill (SB) 18 and engages in Section 106 Native American consultation with many Native American groups in California. Our cultural resources team is proficient in facilitating tribal engagement. Tribal engagement is a nonlinear process that fosters an open exchange of information with emphasis on trust, respect, and shared responsibility. This is accomplished through ongoing meaningful collaboration, open dialog, and exchange of potentially confidential and sensitive information that can have long-lasting impacts on tribes and their relationship with conservation efforts. LSA assists in the development of Tribal Participation and Engagement Plans through coordination with tribal members, cultural resources specialists, and Tribal Historic Preservation Officers to assure full and candid expression that addresses tribal perspective, key issues, and additional concerns during the planning and decision-making process.

Paleontological Resources. Paleontological resources (i.e., fossils) include the preserved remains or other evidence of past life and are protected by various federal, State, and local regulations and requirements. LSA has provided professional paleontologists for projects throughout the western United States since 1979, and the firm supports its knowledge of the regulatory framework with region-specific expertise, professional certifications, and fully appointed laboratory facilities. LSA understands that only projects involving activities or disturbance of native sediments would require paleontological resource management work.

Air Quality/Greenhouse Gas Emissions/Health Risk Assessments. Our Air Quality and Greenhouse Gas (GHG) Group provides comprehensive air quality services to ensure compliance with CEQA, NEPA, and local requirements. Services range from construction-level analyses of transportation and development projects to the assessment of planning documents and studies of unique sources of air pollution. LSA's air quality services are responsive to evolving State and federal standards, recent case law, and scientific literature. We use quantitative and qualitative methods to evaluate project and program GHG emissions and work within a multidisciplinary team to craft innovative mitigation measures to reduce effects on global climate change. To determine the potential air quality impacts of each project, LSA uses state-of-the-art computer models and assessment protocols developed by the United States Environmental Protection Agency (EPA), the FHWA, the California Air Resources Board (CARB), Caltrans, the Federal Aviation Administration, local air quality management and air pollution control districts, and city or county governments with jurisdiction over our project sites. From GHG emissions to the carbon footprint of a project, our experts will work with City staff to develop an approach to climate change analysis that meets current challenges, anticipates future issues, and reflects the needs of the community and multiple regulatory agencies. LSA staff also routinely prepare Health Risk Assessments and community risk reduction plans.

Noise and Vibration (Acoustics). LSA noise specialists provide acoustical assessment services in compliance with CEQA, NEPA, and local requirements. Our services range from construction-level analyses of transportation and development projects to the assessment of planning documents and studies of unique sources of noise. We will work with the City to develop reasonable assumptions for construction methods, equipment, and duration. LSA will coordinate with both the design team and the traffic group to analyze operational noise impacts.

Traffic/Transportation. Our transportation staff offers comprehensive transportation planning and engineering services for all aspects of transportation projects. These services include Traffic Impact Assessments, traffic and parking studies, operational analyses, and transportation planning research. In addition, LSA conducts modeling for regional transportation networks, identifies roadway funding and cost sharing opportunities, and assesses traffic impact and parking conditions. LSA's transportation team is recognized for its creative, solution-oriented approach and its sensitivity to communities, and it has supported local communities with alternative transportation planning and active transportation implementation. LSA has also been part of the discussion regarding numerous State and regional mobility issues, such as Complete Streets, General Plan Circulation requirements, long-range transportation planning, and land use and transportation integration (SB 375). LSA is also a recognized leader on SB 743. Our transportation planning staff has conducted CEQA vehicle miles traveled (VMT) analysis, including mitigation measures, for several types of projects statewide. LSA also has extensive knowledge of and experience with the various travel demand models used throughout the State.

Water Quality. LSA's water quality staff members are experts in water quality regulations and standards and have extensive experience analyzing projects pursuant to CEQA and NEPA. LSA applies its expertise to help its clients identify and address water quality issues throughout the life cycle of their projects. LSA's water quality services include water quality analysis for environmental documents (e.g., EIRs, EISs, Enivronmental Assessments), Water Quality Assessment Reports for Caltrans projects, Summary Floodplain Encroachment Reports for Caltrans projects, and peer review of Hydrology Reports and Water Quality Management Plans for development projects for purposes of CEQA compliance.

Litigation, Mediation, or Arbitration

LSA has not been involved in any litigation, mediation, or arbitration regarding the performance of any services similar to those that are being requested in this RFP in the past five 5 years. LSA has not had any claims or disciplinary action taken against the firm or any of our key personnel within the past 5 years.

C. Company Personnel

LSA offers a well-qualified team that will provide the full range of expertise needed to comprehensively address all anticipated services for this contract. The following section presents an introduction to our Project Management Team and Key Personnel who will be assigned to task orders issued by the City. All of the key professional staff listed below are properly licensed to practice in California. Full résumés for our proposed key personnel are provided in Appendix A.

Deborah Pracilio, Principal Environmental Planner

Role: Principal in Charge

Education: B.A., Social Ecology, University of California, Irvine

Years of Experience: 39

Contact Information: (949) 697-0352/Deborah.Pracilio@lsa.net

Qualifications: Ms. Pracilio will serve as the Principal in Charge for this contract, responsible for contract oversight and quality control for all deliverables to the City. She is an expert in the management, preparation, and processing of documents pursuant to CEQA and NEPA. With nearly 40 years of experience, she has been responsible for project oversight as Principal in Charge and preparation and project management of CEQA and NEPA mandated environmental documents for land use, institutional, and capital improvement projects, as well as for numerous controversial transportation and land use projects. Ms. Pracilio brings her substantial experience with transportation projects and extensive knowledge of FHWA and Caltrans requirements and procedures to projects. She is also experienced with federal and State resource/regulatory requirements related to protection of environmental resources. She is currently leading the preparation of **environmental documents for the City's Hargrave Avenue Grade Separation and is Environmental Task Manager for the PS&E phase of the I-10 Bypass.**

Relevant Project Experience: San Gabriel Valley Council of Governments, Alameda Corridor-East Construction Authority, On-Call Services; City of Los Angeles, Multiple On-Call Environmental Services; OC Community Resources, On-Call Environmental Services; Caltrans District 12, On-Call Environmental Services; County of Orange/OC Public Works, On-Call Environmental Services; I-10 Bypass (Banning to Cabazon) FEIR/FONSI.

Dionisios Glentis, Associate/Senior Environmental Planner

Role: Project Manager

Education: B.A., Anthropology (*Magna cum Laude*), Minor in Business Administration, California State University, San Bernardino

Years of Experience: 19

Contact Information: (951) 781-9310/Dionisios.Glentis@lsa.net

Qualifications: Mr. Glentis will serve as Project Manager and primary contact person to represent LSA for this contract. He is an Associate/Senior Environmental Planner with 19 years of experience managing projects for compliance with CEQA and NEPA. Mr. Glentis specializes in environmental planning, cultural resource management, and construction site compliance. Mr. Glentis has managed, authored, reviewed, and implemented hundreds of environmental compliance documents that include Proponents' EAs, IS/MNDs, EIRs/EISs, Section 4(f) Evaluations, Water Quality Assessment Reports, Worker Environmental Awareness Programs, Mitigation Monitoring and Reporting Programs, Phase I/Class III Cultural Resources Inventories, and Phase II Archaeological Testing and Evaluation Reports. He currently serves as the Project Manager for LSA's on-call contracts with the cities of Riverside, Moreno Valley, Murrieta, Menifee, and Fontana, as well as the San Bernardino County Land Use Services Department and Riverside County Transportation and Land Management Agency.

Relevant Project Experience: City of Banning, First Lincoln Industrial Project; City of Fontana Public Storage Fontana Redevelopment Project, Fontana Business Center 2 and Business Center 3 Projects; City of La Verne, Brandywine Homes Residential Development Project; City of La Verne, Brethren Hillcrest Homes Master Plan Update Project; City of La Verne, Damian Highschool Master Plan Update Project; City of Montclair, Peer Review of Environmental Impact Report Sections and Supporting Technical Studies for the Mission Boulevard and Ramona Avenue Business Park Project.

Trevor Wimmer, Senior Environmental Planner

Role: Environmental Planner

Education: B.A., Geography/Natural Resources & Environmental Policy, San Diego State University, San Diego, California; A.A. in Geography, Mira Costa College, Oceanside, California

Years of Experience: 8

Contact Information: (760) 536-8804/Trevor.Wimmer@lsa.net

Qualifications: Mr. Wimmer is a Senior Environmental Planner responsible for conducting research and assisting in analysis for LSA's environmental and planning projects relating to CEQA and NEPA compliance. Mr. Wimmer manages and assists other Project Managers in the preparation of Initial Studies and EIR sections, as well as with new project proposals. He also assists the Project Managers on the multiple California High-Speed Rail projects. Additionally, Mr. Wimmer assists the Biological Resources group with nesting bird and other survey fieldwork for species of concern. He leads birding tours at the Sunnylands Annenberg Estate in Rancho Mirage California, conducts quarterly bird surveys at the Salton Sea for Audubon California, and teaches a Conservation of Natural Resources course at College of the Desert. He is currently CEQA/NEPA Task Manager for the Hargrave Avenue Grade Separation Project.

Relevant Project Experience: City of Coachella, Avenue 50 Road Improvement Project; City of Indio, Madison Street Widening Project; County of Riverside, MSHCP Compliance Burrowing Owl Surveys; County of Riverside, Painted Hills Desert Tortoise Clearance; RCTC, Mid-County Parkway Contract 3 Project

Carl Winter, Senior Environmental Planner

Role: Senior Environmental Planner

Education: B.A., Geography California State University, San Bernardino; Certificate in Urban Planning, California State University, San Bernardino

Years of Experience: 26

Contact Information: (951) 329-3273/Carl.Winter@lsa.net

Qualifications: For more than 26 years, Mr. Winter has been heavily involved in the research, preparation, and management of a variety of environmental and community planning projects for commercial, industrial, residential, mixed-use, and roadway/public facility projects. His duties include the preparation of CEQA and NEPA environmental documents; management of multidisciplinary teams and work efforts, coordination and review of project-specific technical studies; response to public and agency comments; and collaborative and efficient coordination among client, consultants and local, State, and federal agencies.

Relevant Project Experience: City of Fontana, Aragon West District Walnut Village Specific Plan; City of Fontana, Monarch Hills Residential EIR, City of Fontana, Arboretum Specific Plan Amendment No. 1 EIR Addendum, and the Santa Ana Cherry Industrial Project IS/MND; City of Highland, Base Line Bridge

Replacement Initial Study/Categorical Exclusion; City of Moreno Valley, Annual On-Call Professional Consultant Services

Shanna Guiler, AICP, Associate/Senior Environmental Planner

Role: Associate/Senior Environmental Planner/NEPA Specialist

Education: M.U.E.P., Urban and Environmental Planning, University of Virginia, Charlottesville; B.A., Physics, University of California, Los Angeles

Years of Experience: 24

Certifications/Licenses: AICP

Contact Information: (510) 462-1314/ Shanna.Guiler@lsa.net

Qualifications: Ms. Guiler a versatile urban and environmental planner with expertise in impact analysis, environmental documentation for project compliance under both CEQA and NEPA, and permit processing for federal, State, and local public agencies as well as private developers. She has particular expertise in parks/open space and infrastructure projects. Ms. Guiler is the Project Manager for LSA's On-Call Environmental contracts with the cities of Richmond and Dublin. In addition to her work with cities, Ms. Guiler also has considerable experience with parks and open space planning, resource management, environmental analysis, and multi-modal transportation planning.

Relevant Project Experience: City of Anaheim On-Call Environmental Services; East Bay Regional Park District, NEPA for Pinole Shores to Bayfront Park; City of San Ramon, CEQA/NEPA for Iron Horse Trail Overcrossing; City of Fairfield, CEQA/NEPA for Linear Park

Ambarish Mukherjee, PE, AICP, Principal Transportation Planner

Role: Traffic/Transportation Task Lead

Education: M.A., City and Regional Planning with concentration in Transportation and Land Use Planning, and GIS, University of Texas at Arlington; B.Arc. (Honors), Indian Institute of Technology

Certifications/Licenses: Professional Engineer (California C88084), American Institute of Certified Planners (AICP)

Years of Experience: 22

Contact Information: (951) 465-7395/ambarish.mukherjee@lsa.net

Qualifications: Mr. Mukherjee specializes in travel demand modeling and public infrastructure projects, and he conducts traffic impact analyses for a wide variety of large and small projects including transit projects, residential development, mixed-use development, commercial and office projects, parking structures, roadway and circulation improvements, and General Plans and Specific Plans.

Relevant Project Experience: City of Banning Traffic Fee Program Update; City of Banning VMT Thresholds and Guidelines; City of Moreno Valley, Eucalyptus Industrial Park Project; City of Long Beach, General Plan Land Use and Urban Design Elements Traffic Analysis; County of Riverside, Riverside County Model (RIVCOM) On-Call Modeling and Support

Debmalya Sinha, Senior Transportation Planner

Role: Traffic/Transportation Planner

Education: Master of Urban Planning (Land Use, Transportation and Infrastructure Planning Specialization), University of Washington, Seattle; Bachelor of Architecture, Indian Institute of Technology, Kharagpur

Years of Experience: 9

Contact Information: (951) 781-9310/Debmalya.Sinha@lsa.net

Qualifications: Mr. Sinha Mr. Sinha's primary responsibilities include the preparation of technical analyses of land development projects, transportation planning, travel demand modeling, and traffic impact analyses. He has worked on various regional and sub-regional models including the Southern California Association of Governments, the Orange County Transportation Analysis Model, Irvine Transportation Analysis Model, and RIVCOM.

Relevant Project Experience: City of Banning Traffic Fee Program Update; City of Banning VMT Thresholds and Guidelines; City of Moreno Valley, Eucalyptus Industrial Park Project; City of Long Beach, General Plan Land Use and Urban Design Elements Traffic Analysis; County of Riverside, RIVCOM On-Call Modeling and Support

Jodi Ross-Borrego, Principal Biologist

Role: Biological Resources Task Lead

Education: B.S., Environmental Biology, Humboldt State University

Years of Experience: 20

Contact Information: (951) 465-7395/jodi.ross-borrego@lsa.net

Qualifications: Ms. Ross-Borrego works with various resource and regulatory agencies to analyze impacts and recommend mitigation measures as part of the CEQA/NEPA documentation for both private- and public-sector projects. She has conducted biological studies in a variety of terrestrial and aquatic habitats, including specific special-status species surveys for the Casey's June beetle, arroyo toad, desert tortoise, Coachella fringe-toed lizard, flat-tailed horned lizard, burrowing owl, coastal California gnatcatcher, least Bell's vireo, Mohave ground squirrel, and Coachella Valley round-tailed ground squirrel, as well as a variety of plant species.

Relevant Project Experience: I-10 Bypass Cabazon-Banning; Southern California Edison, On-Call Environmental Services; City of South Pasadena, Arroyo Seco Bicycle and Pedestrian Path Project; Southern California Edison, On-Call Environmental Services

Ryan Villanueva, Associate/Senior Biologist

Role: Biological Resources

Education: B.S. in Biology / B.A. in Environmental Studies, University of California, Santa Cruz

Years of Experience: 20

Certifications/Licenses: California Department of Fish and Wildlife scientific collecting permit No. GW-193640002-20260-001

Contact Information: (951) 781-9310/Ryan.Villanueva@lsa.net

Qualifications: As an Associate Biologist in LSA's Riverside office, Mr. Villanueva is primarily responsible for field surveys including plant community mapping, rare plant surveys, wetland delineations, habitat

restoration, habitat assessments, general biological resources surveys, avian-focused surveys, daytime and nighttime bat surveys, and protocol surveys for sensitive species, such as desert tortoise, least Bell's vireo and burrowing owl. He is also responsible for preparing biological reports and analyzing impacts and recommending mitigation measures as part of CEQA/NEPA documentation for both private- and public-sector projects.

Relevant Project Experience: I-10 Bypass Cabazon-Banning; City of Indio, Avenue 44 Low Water Crossing Replacement; Caltrans/Riverside County, Dillon Road Bridge Reconstruction; Coachella Valley Water District, East Sire Dike Improvement Project

Jessica Coria, Director of Air Quality & Climate Change Services

Role: Air Quality Services Lead

Education: M.S., Environmental Science and Policy, Johns Hopkins University; B.A., International Relations: Global Environment, Health, and Natural Resources, University of California, Davis

Years of Experience: 10

Contact Information: (559) 490-1210/jessica.coria@lsa.net

Qualifications: With more than a decade of experience, Ms. Coria's expertise includes regulatory compliance, conducting health risk assessments, air dispersion modeling, sustainable project design, air pollution control measures, and GHG emission mitigation. In her former role as the Regional Program Manager for the San Joaquin Valley Air Pollution Control District's (SJVAPCD) Air Quality Science and Planning Department, Ms. Coria acted as lead technical staff and management lead for the development and implementation of regional clean air attainment plans, regulatory development projects, and the development of community emission reduction programs for disadvantaged communities identified under AB 617. Through her work at the SJVACPD, Ms. Coria acted as technical support for the review of permit applications and coordinated the CEQA evaluation of both clean air plans and air district regulations. Ms. Coria has worked as a technical advisor to assist CARB and EPA staff in developing GHG quantification methodology for State climate mitigation incentive programs.

Relevant Project Experience: Fresno County Priority Climate Action Plan; County of Kern, Kern Area Regional Goods-Movement Operations; City of San Rafael, Northgate Mall Redevelopment Project; Caltrans, I-405 Express Lanes

Cara Cunningham, Associate/Senior Environmental Planner

Role: Air Quality/GHG Compliance

Education: B.S., City & Regional Planning, Minor in Real Property Development, California Polytechnic State University, San Luis Obispo

Years of Experience: 11

Contact Information: (559) 490-1214/cara.cunningham@lsa.net

Qualifications: Ms. Cunningham provides project management and technical assistance on a variety of planning and environmental documents including EAs, ISs, and EIRs. At LSA, she has been involved in residential and commercial development projects, road improvement projects, and program-level plans. She has a strong foundation in land use planning and is well versed in addressing impacts to air quality, GHG emissions, and energy. She is also proficient with the use of air quality models, including the California Emissions Estimator Model and the Roadway Emissions Estimator Model.

Relevant Project Experience: City of Banning, First Industrial Realty Trust, Inc., First Lincoln Industrial Project; City of Fontana, Public Storage Fontana Redevelopment Project; City of Fontana, South Fontana Sports Park Addendum No. 2; City of Chino, Philadelphia Street Industrial Development Site and East End Annexation Project

John T. (J.T.) Stephens, EIT, Principal Noise Analyst

Role: Noise and Vibration Task Lead

Education: B.S., Acoustical Engineering, minor in Communications Purdue University, West Lafayette, Indiana

Years of Experience: 19

Contact Information: (510) 236-6810/john.stephens@lsa.net

Qualifications: Mr. Stephens is primarily responsible for the preparation of noise and vibration studies for a variety of projects. He is proficient in the use of various traffic noise models, the Roadway Construction Noise Model, the Aviation Environmental Design Tool, SoundPLAN Noise Prediction Software, and INSUL, a noise prediction software for building façades and partitions. Mr. Stephens is also responsible for performing noise and vibration monitoring surveys using a variety of Larson-Davis sound level meters and accelerometers. He has supported numerous controversial studies, some of which required non-disclosure agreements, and has attended public meetings as a professional expert.

Relevant Project Experience: City of Banning, First Industrial Realty Trust, Inc., First Lincoln Industrial Project; City of Fontana, Public Storage Fontana Redevelopment Project; City of Fontana, South Fontana Sports Park Addendum No. 2; City of Chino, Philadelphia Street Industrial Development Site and East End Annexation Project

Jason Lui, Associate Noise Analyst

Role: Noise and Vibration (Acoustics)

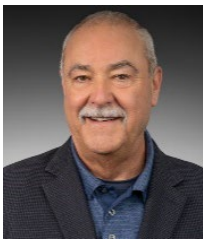
Education: M.S., Environmental Studies, California State University, Fullerton; B.A., Environmental Analysis and Design, University of California, Irvine

Years of Experience: 22

Contact Information: (949) 553-0666/Jason.Lui@lsa.net

Qualifications: Mr. Lui is an Associate/Senior Noise Specialist at LSA with experience in preparing noise and vibration technical analyses. He is responsible for preparing noise and vibration studies in accordance with procedures specified by State and local guidelines, as well as protocols for a variety of commercial, residential, industrial, and transportation projects. He is proficient in the use of the FHWA Highway Traffic Noise Prediction Model (FHWA RD-77-108), Traffic Noise Model 2.5, MicroStation, and GIS.

Relevant Project Experience: City of Banning, First Industrial Realty Trust, Inc., First Lincoln Industrial Project; City of Fontana, Public Storage Fontana Redevelopment Project; City of Chino, Philadelphia Street Industrial Development Site and East End Annexation Project



Lloyd Sample, Principal Cultural Resources

Role: Cultural Resources Task Lead

Years of Experience: 50

Contact Information: (949) 553-0666/Lloyd.Sample@lsa.net

Qualifications: Mr. Sample serves as LSA's Principal in charge of LSA's Cultural Resources and Paleontological group. Mr. Sample is responsible for coordinating compliance monitoring; Native American monitoring coordination, directing fossil salvage operations, overseeing the analysis, preparation, and curation of cultural and paleontological resources; and Principal Quality Assurance/Quality Control of project memoranda and reports. His duties also include but are not limited to paleontological and cultural monitoring coordinator, LSA's Chief Safety Officer, and liaison with private developers/construction management.

Relevant Project Experience: Riverside County Transportation Commission, On-Call Environmental Services; Caltrans, SR-74 Safety Improvement Project; Caltrans, I-5 Widening Project

Ivan Strudwick, Associate Archaeologist

Role: Archeologist/Tribal Resources

Education: M.A., Anthropology, Specializing in Archaeology, *Magna cum Laude*, California State University, Long Beach; B.A., Anthropology, California State University, Long Beach

Years of Experience: 44

Certifications/Licenses: Register of Professional Archaeologists (RPA No. 10350); Professionally Listed Archaeologist for the counties of Orange, Riverside, San Diego, and Santa Barbara

Contact Information: (949) 553-0666/Ivan.Strudwick@lsa.net

Qualifications: Mr. Strudwick has 44 years of archaeological experience throughout California. He has conducted and managed all phases of archaeological projects, including fieldwork, laboratory analysis, research, and report writing. His duties include project design and proposal preparation for assessments, surveys, testing, and data recovery mitigation; personnel supervision; and report write-up, resource evaluation, and recommendations. Mr. Strudwick also serves as LSA's primary field and laboratory director and has directed excavations with field crews of more than 80 individuals. Additionally, Mr. Strudwick has worked as the Native American coordinator for extensive multiyear projects.

Relevant Project Experience: Caltrans, 17th Street Grade Separation; RCTC, Mid County Parkway Project; OC Waste & Recycling, Prima Deshecha Zone 4 Expansion Project

Casey Tibbet, Associate Architectural Historian

Role: Architectural Historian

Education: M.A., History (Historic Preservation), University of California, Riverside; B.A., Political Science, University of California, Riverside

Years of Experience: 35

Contact Information: (951) 781-9310/casey.tibbet@lsa.net

Qualifications: Ms. Tibbet has been practicing architectural history in Southern California since 1997, first as part of her responsibilities as a city planner and later (2005) as a full-time architectural historian. She meets the Secretary of the Interior's Professional Qualification Standards as a Historian and Architectural Historian and has extensive experience with field recording/survey work, historic research, oral interviews,

preparation of historic context statements, significance evaluations, California Department of Parks and Recreation 523 forms, and cultural resources reports in compliance with CEQA and NEPA regulations, Caltrans requirements for CEQA and NEPA, and United States Army Corps of Engineers requirements for NEPA. She has also written cultural resources ordinances. Ms. Tibbet has worked as the on-call preservation consultant for various cities and has surveyed and evaluated thousands of built environment resources.

Relevant Project Experience: City of Riverside, On-Call Preservation Consultant; City of Pomona, On-Call Preservation Consultant; Caltrans District 12, On-Call Environmental Services; Caltrans and City of Moreno Valley, SR-60/World Logistics Center Parkway Interchange Project

Kelly Vreeland, M.S.C., Senior Paleontologist

Role: Paleontological Resources

Education: M.S., Geology, California State University, Fullerton; B.S., Geology, California State University, Fullerton

Years of Experience: 10

Contact Information: (949) 553-0666/Kelly.Vreeland@lsa.net

Qualifications: Ms. Vreeland is a paleontologist at LSA with field and laboratory experience that includes work and research projects throughout California. She has conducted paleontological resources monitoring for several projects and has assisted in the preparation of Paleontological Resources Monitoring and Mitigation Plans. She has also assisted in preparing Paleontological Resources Monitoring Reports.

Relevant Project Experience: Caltrans District 7, On-Call Environmental Services; Caltrans District 12, On-Call Environmental Services; Alameda Corridor-East Construction Authority, On-Call Environmental Services

Pam Reading, Principal Environmental Planner

Role: Water Quality/Hydrology

Education: M.S., Hydrology & Watershed Management, Yale University, School of Forestry & Environmental Studies; B.A. (Magna cum Laude), Environmental Studies/Political Science, University of Vermont

Years of Experience: 35

Contact Information: (805) 782-0745/Pam.Reading@lsa.net

Qualifications: Ms. Reading is one of LSA's Environmental Planning Principals, with particular expertise in hydrology and water quality. She specializes in working with public agencies to complete land development and transportation/infrastructure-oriented projects. She also serves as Principal in Charge and Project Manager for the preparation of a variety of documents pursuant to CEQA and NEPA, including ISs, MNDs, Preliminary EA Reports, EAs, and EIRs. In addition to her CEQA and NEPA experience, Ms. Reading oversees LSA's in-house water quality work. In this capacity, she prepares and/or oversees the preparation of CEQA and NEPA technical water quality reports and analyses.

Relevant Project Experience: City of Fontana, Public Storage Fontana Redevelopment Project; County of Monterey, On-Call Bridge Design Services; City of San Luis Obispo, Parks and Recreation Plan and General Plan Element Update; Department of General Services, Environmental Services Retainer

Subconsultants

LSA has the in-house technical expertise to address most requirements of CEQA and NEPA, but if hazardous material evaluations or geology/geotechnical engineering investigations are required for a specific task order, we regularly team with **Group Delta** and **Gilbert Engineering & Associates, Inc** to address project requirements. Group Delta will provide hazardous materials and geotechnical services and potentially peer review these types of studies, while Gilbert Engineering will provide hydrological and civil engineering services. Their firm profiles and qualifications are discussed below. Both of these firms have been frequent teaming partners of LSA for the better part of the last 10 years.

Group Delta

Established in 1986, Group Delta Consultants, Inc. (Group Delta) has more than 35 years of experience. The firm has five offices in California with locations in Anaheim, Irvine, Ontario, San Diego, and Torrance, as well as accredited laboratories in Anaheim and San Diego. Group Delta currently employs a staff of 100 including environmental, geotechnical, and material testing/inspection professionals.

The Group Delta environmental team is composed of skilled environmental consultants and support personnel specialized in their respective fields. Group Delta staff consists of licensed professionals including Professional Engineers, Professional Geologists, Certified Engineering Geologists, Certified Hydrogeologists, Certified Industrial Hygienists, Safety Trained Supervisor of Construction, Division of Occupational Safety and Health Certified Asbestos Consultants and Certified Site Surveillance Technicians, and California Department of Public Health lead paint inspectors/assessors/project monitors/sampling technicians.

Jack Packwood, CIH

Company: Group Delta

Role: Geology and Hazards

Education: M.S., Industrial Hygiene, University of Montana; B.S., Environmental Science, University of California, Riverside

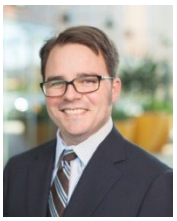
Certifications/Licenses: Certified Industrial Hygienist No. CP 10976; Lead Inspector/Assessor No. LRC-00008536; Lead Project Monitor No. LRC-00008535; Certified Professional in Erosion and Sediment Control No. CPESC-6448; Qualified SWPPP Developer/ Practitioner No. 20636; Qualified Industrial SWPPP Practitioner No. 00838

Years of Experience: 20

Contact Information: (310) 320-5100/jackp@groupdelta.com

Qualifications: Mr. Packwood is experienced in managing projects that provide a wide spectrum of environmental services, most notably on large-scale construction projects. Mr. Packwood offers expertise in construction compliance, site assessment, remediation, due diligence, and hazardous waste disposal and management. Mr. Packwood is well versed in the field of industrial hygiene, including the anticipation, recognition, evaluation, and control of environmental and occupational exposures and hazards.

Relevant Project Experience: Confidential United States Navy Airfield Project; Riverside County Development Agency; City of Riverside, Riverside Commons; City of Bakersfield, Centennial Corridor Project



Michael Givens, PhD, PE, GE, PG

Company: Group Delta

Role: Geology and Hazards

Education: Doctor of Philosophy, Civil Engineering, University of California, Los Angeles; M.S., Civil Engineering, University of California, Los Angeles; B.S., Geology, California State University, Long Beach

Certifications/Licenses: Professional Engineer, California No. 81361; Geotechnical Engineer, California No. 3145; Professional Geologist, California No. 9284

Years of Experience: 22

Contact Information: (310) 320-5100/michaelg@groupdelta.com

Qualifications: Dr. Givens has 22 years of experience in geotechnical and geological engineering. He has conducted project studies and formulated recommendations for geotechnical engineering projects including slope stability, bridges, retaining walls, roads and parking lots, parks, pipelines, sewer lines, storm drains, rail, residential, and commercial construction as well as litigation support. He has been involved with projects through Design-Bid-Build and Design-Build delivery methods in seismically active Southern California and has developed a reputation for providing proactive and collaborative consulting services to meet client's needs. Dr. Givens is well versed in reviewing contractors' technical submittals including quality control programs, start-up plans and schedules, monitoring and evaluating construction activities, as well as directing, coordinating, and reviewing work plans for improvement projects, construction administration and inspection, and resource planning.

Relevant Project Experience: City of Irwindale, Speedway Commerce Center; cities of Orange and Tustin, Peters Canyon Bikeway Extension; Caltrans, I-405 Improvement Project (SR-73 to I-605)

Gilbert Engineering

Gilbert Engineering & Associates, Inc. (Gilbert Engineering) is a full-service civil engineering, surveying, and development services firm located in Southern California with a branch office in Lake Havasu City, Arizona. Gilbert Engineering provides a full scope of services from early-stage development to final design documents through completion of construction.

With extensive experience in public and private development, Gilbert Engineering's work includes automotive retail and service centers; higher education facilities and K–12 schools; corporate, mixed-use, research/manufacturing, office, recreational, and religious facilities; community centers; residential, medical, and restaurant and retail establishments; and multi-unit apartments and custom homes.

R. William Gilbert, PE

Company: Gilbert Engineering

Role: Hydrology and Low Impact Development Plans, Peer Review Project Plans

Education: B.S., Civil Engineering, California State Polytechnic University, Pomona

Certifications/Licenses: Professional Engineer, California No. 53251; Professional Engineer, Arizona No. 50898

Years of Experience: 37

Contact Information: (949) 218-8075/bill@gilbert-engineering.com

Qualifications: As a Registered Professional Engineer in Civil Engineering, Mr. Gilbert has extensive experience in California on a wide range of public and private development projects including design and construction of higher education facilities and K–12 schools; corporate, mixed-use, research/manufacturing, office, recreational, and religious facilities; community centers; master planning; residential, medical, and restaurant and retail establishments; multi-unit apartments and custom homes; subdivisions; commercial/industrial buildings; and public works projects. He has also worked on several refinery projects in Saudi Arabia. Mr. Gilbert has been retained as an expert for a variety of projects in the Southern California area and has investigated issues involving grading, drainage, and surveying. He has participated and provided forensic engineering and testimony in depositions, mediations, and arbitrations.

Relevant Project Experience: City of Anaheim, Anaheim Recreational Center Project; City of Santa Ana, Ronald Reagan Federal Building and United States Courthouse Project.

D. Disclosure

LSA does not have any past or current business and/or personal relationships with any current Banning elected official, appointed official, City employee, or family member of any current Banning elected official, appointed official, or City employee.

E. Experience and References

This section features LSA's references and projects that best represent LSA's experience as it relates to this RFP. The majority of key technical personnel identified in Section C also contributed to the majority of projects/contracts listed below.

Experience with City of Banning

City of Banning, General Plan Amendment/Environmental Impact Report

LSA, under contract with the City of Banning, prepared an EIR for a General Plan Amendment that included change in level of service (LOS) policy and removal of the Highland Home Road/Interstate (I-) 10 interchange. LSA analyzed the traffic impacts associated with the two changes in the current General Plan. For the LOS policy change traffic analysis, LSA analyzed intersections and recommended mitigation measures for both the LOS C (current policy) and the LOS D (proposed policy). LSA also developed conceptual drawings that showed the right-of-way impacts for the LOS C and LOS D. LSA analyzed impacts associated with three scenarios: with interchange, without interchange, and with the overcrossing. LSA identified improvements required to mitigate intersections for all the scenarios. Based on a comparison of mitigation measures required to satisfy the City's LOS policy, the scenario with fewest impacts (mitigation measures) was recommended as a preferred option. **Project dates: 10/2011 – 01/2024**

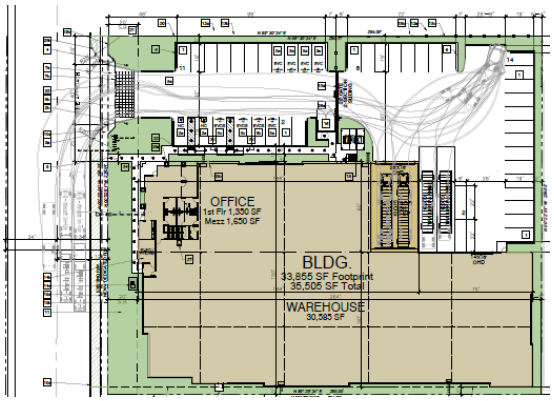
Senate Bill 743 Climate Planning Implementation

LSA assisted the City of Banning in developing localized guidelines, VMT thresholds, and VMT mitigation options to comply with SB 743. The City faces significant challenges related to implementing SB 743 requirements. The overarching issue is that all Western Riverside County Organization of Governments subregion cities previously used LOS based thresholds in their traffic study guidelines and in their General Plans and thereby lacked VMT based thresholds and other related technical resources needed for use in SB 743 analysis. In addition, few regional projects have performed any kind of rigorous VMT based analysis, and there is limited VMT information available outside of data at the jurisdictional level. The types of projects SB 743 aims to promote cannot be approved based on their current transportation impact methodology. Finally, there have been no specific studies on the effectiveness of potential VMT mitigation strategies in western Riverside County. **Project dates: 2020–2021**

References

City of Fontana, Business Center 2 and Business Center 3 Projects

Fontana, California



LSA prepared an Addendum to the Southwest Industrial Park Specific Plan Update and Annexation Environmental Impact Report with supporting technical studies for a 39,628 square-foot warehouse (Business Park 2) and an IS/MND with supporting technical studies for a 35,505 square-foot warehouse (Business Park 3), the latter of which included a General Plan Amendment and Zone Change to add the project site into the Southwest Industrial Park Specific Plan planning area and accommodate the proposed development. Specific issues addressed in the Addendum and IS/MND included air quality and health risk, GHG emissions, cultural and biological resources, arboriculture, hazards and hazardous materials, noise and vibration, transportation, and cumulative impacts. The Fontana Design Review Board approved the Addendum in February 2024, and the City Council approved the IS/MND in April 2024.

Project Reference: Patty Nevins
Director of Planning
City of Fontana
8353 Sierra Ave
Fontana, CA 92335
(909) 350-7625
pnevins@fontanaca.gov

Project Dates:
October 2022 – April 2024

City of La Verne, Brandywine Homes Residential Development Project

La Verne, California

LSA prepared an Initial Study/Mitigated Negative Declaration (IS/MND) for the development of 50 attached townhomes on a 2.26-acre infill site, as well as 8 single-family affordable housing units on 0.70 acre on a separate property in La Verne in conjunction with, and as a condition of, the 50-townhome development. LSA also prepared supporting technical environmental studies for VMT and LOS, air quality/GHG emissions, noise and vibration, architectural history and archaeological resources, and biological resources and arboriculture, as well as peer review of Phase I and II Environmental Site Assessment reports prepared by the project Applicant. The project is within the Brackett Airport Land Use Compatibility Plan and includes a General Plan Amendment, two Specific Plan Amendments, and a Zone Change. Specific issues addressed in the IS/MND included air quality and GHG emissions, biological resources, tree removal and preservation, historic architecture, airport land use compatibility, hazardous materials, transportation LOS, noise and vibration, utilities, public services, and cumulative impacts. The La Verne City Council approved the IS/MND in November 2021.

Project Reference: Candice Bowcock
Principal Planner
City of La Verne
3660 D Street, La Verne, CA 91750
(909) 596-8706
cbowcock@cityoflaverne.org

Project Dates:
January 2021 – November 2021

City of Redlands

Redlands, California

Texas Street Residential Project: LSA prepared an IS/MND for development of a single-family residential community with 35 dwelling units on a 14.7-acre site. The project site is adjacent to the Santa Ana River, and the project included the completion of a segment of the Santa Ana River Trail. LSA also prepared technical analyses related to biological, cultural, and paleontological resources for the project and peer reviewed air quality/GHG, noise/vibration, and transportation reports provided by the project Applicant on behalf of the city. LSA also assisted City staff with Native American consultation pursuant to AB 52.

Project Reference: Sean Reilly
Principal Planner
City of Redlands
35 Cajon Street, Suite 20
Redlands, CA 92373
(909) 798-7555
sreilly@cityofredlands.org

***Project Dates*:**
August 2022 – February 2023

Lugonia Village: LSA prepared an IS/MND for the subdivision of the project site into three parcels to facilitate the development of an apartment complex neighborhood, a townhome neighborhood, and a neighborhood of single-family detached homes. LSA prepared technical analyses related to air quality/GHG emissions and cultural resources for the project and peer reviewed noise/vibration, transportation, and biological resources reports provided by the project Applicant on behalf of the city. LSA also assisted City staff with Native American consultation pursuant to AB 52.

County of Riverside, Bermuda Dunes Mixed-Use Project

Riverside County, California

LSA prepared an IS/MND for the development of a one-story 9,990 square-foot daycare/pre-school building and a 43-unit four-story apartment building, as well as associated parking, open space (including drought tolerant landscaping areas), and recreation uses and infrastructure on 2.44 acres in unincorporated Riverside County. LSA also prepared supporting technical environmental studies for VMT and LOS, air quality/GHG emissions, noise and vibration, and cultural and biological resources. The project also included an amendment to the Riverside County General Plan to change the land use designation of the site from High Density Residential and Medium Density Residential to Mixed Use Area and an amendment to the site's zoning from General Residential (R-3-2000) and One-Family Dwelling (R-1-12000) to Mixed-Use (MU). Specific issues addressed in the IS/MND included air quality and GHG emissions, biological resources, hazardous materials, transportation, noise and vibration, utilities, public services, and cumulative impacts. The Riverside County Board of Supervisors approved the IS/MND in January 2025.

Project Reference: Jose L. Merlan
Principal Planner, TLMA
County of Riverside
4080 Lemon Street
Riverside CA 92501
(951) 955-3200
jmerlan@rivco.org

***Project Dates*:**
November 2020 – January 2025

Appendix A: Resumes for Company Personnel

DEBORAH PRACILIO

PRINCIPAL / ENVIRONMENTAL PLANNING
CONTRACT ROLE: PRINCIPAL IN CHARGE

LSA

EXPERTISE

- Environmental Impact Assessment
- Caltrans/FHWA Policy

EDUCATION

B.A., Social Ecology, University of California, Irvine, June 1986

PROFESSIONAL EXPERIENCE

Principal, LSA, Irvine, California, 1986–Present

Policy Research Consultant, Irvine Company, Newport Beach, California, 1985–1986

PROFESSIONAL AFFILIATIONS

American Planning Association

Women's Transportation Seminar

PROFESSIONAL RESPONSIBILITIES

Ms. Pracilio is an expert in the management, preparation and processing of documents pursuant to NEPA and CEQA. With more than 35 years of experience, she has been responsible for project oversight as Principal in Charge and preparation and project management of CEQA- and NEPA-mandated environmental documents for land use, institutional, and capital improvement projects, as well as for numerous controversial transportation and land use projects. Ms. Pracilio brings her substantial experience with transportation projects and extensive knowledge of FHWA and Caltrans requirements and procedures to projects. She is also experienced with federal and State resource/regulatory requirements related to protection of environmental resources.

PROJECT EXPERIENCE

I-10 Bypass Cabazon-Banning, Kimley-Horn And Associates, Inc.
Cabazon Area, Riverside County, California

LSA prepared all sections of the Caltrans and County of Riverside Environmental Impact Report/Environmental Assessment (EIR/EA) for this transportation project that proposes a new bypass roadway for I-10 from Banning to Cabazon. The EIR/EA analyzes two Build Alternatives, one of which goes through Morongo Band of Mission Indians tribal land. Critical issues addressed in the EIR/EA included potential impacts to biological resources and compliance with the Western Riverside County Multiple Species Habitat Conservation Plan and the Coachella Valley Multiple Species Habitat Conservation Plan. Technical studies prepared by LSA in support of the EIR/EA included an Air Quality Analysis, Alternatives Analysis, Community Impact Assessment, Growth Study, and Natural Environment Study. LSA also prepared model runs using the Riverside Transportation Analysis Model (RIVTAM) for preparation of the traffic operations analysis. Natural resources tasks included preparation of a Biological Assessment, Determination of Biologically Equivalent or Superior Preservation, and associated technical studies, including a wetlands delineation/jurisdictional determination, vegetation mapping, focused surveys for the federal/State listed as threatened desert tortoise, and focused surveys for rare plants and non-listed special-status species.

Hunts Lane Grade Separation
San Bernardino and Colton, California

Ms. Pracilio served as Principal in Charge for this project, providing oversight and quality assurance/quality control for all technical documents. LSA provided environmental services for constructing a grade separation between Hunts Lane and the Union Pacific Railroad tracks in San Bernardino and Colton. Proposed improvements included constructing an overcrossing bridge that would elevate Hunts Lane over the Union Pacific Railroad, constructing a cul-de-sac at Club Drive and Hunts Lane, constructing an emergency access road, and right-of-way acquisition. A Statutory Exemption was prepared for CEQA compliance in 2005. In 2006, the San Bernardino Associated Governments decided to use federal funds for this project, requiring NEPA documentation. LSA prepared the following technical studies in support of a NEPA Categorical Exclusion: a Noise Analysis, a Natural Environment Study (Minimal Impacts) (NES [MI]), a Hazardous Waste Initial Site Assessment, a Historic Property Survey Report, and an Air Quality Conformity Checklist. Caltrans approved the Categorical Exclusion in July 2007. Design changes in 2008 required revalidation of the project. LSA prepared an addendum

to the NES (MI), a Noise Memorandum, a Supplemental Historic Property Survey Report with a revised Area of Potential Effects Map, and a Community Impact Assessment.

Colton Crossing Rail-to-Rail Grade Separation Project (HDR0802.000)
Colton, California

Ms. Pracilio was Principal in Charge and Project Manager for the Colton Crossing Rail-to-Rail Grade Separation Project. This project has been in the planning stages for more than 20 years; however, with the availability of federal and State funding, she was responsible for producing the environmental documentation and permitting packages within a 12-month schedule. The Colton Crossing involved the construction of a rail-to-rail grade separation at the junction of the Union Pacific Railroad and the BNSF Railway mainline tracks in Colton. Ms. Pracilio was responsible for preparing separate CEQA/NEPA documents, processing these documents through Caltrans and FHWA/Federal Transit Administration, and processing federal and State regulatory permits. As Project Manager, she was responsible for the preparation of an IS/MND and EA/FONSI and the oversight of associated technical studies for the project. Ms. Pracilio participated in substantial community outreach within Colton during the development and public review of the environmental documents to ensure that the public was involved in the review process. Key environmental issues included impacts to the South Colton community (including air quality, noise, visual, and construction impacts), impacts to cultural resources associated with historic railroad use of the project area, and drainage and jurisdictional impacts. The IS/MND was approved by Caltrans, and the EA/FONSI was approved by FHWA. LSA was also responsible for simultaneous permitting of the project through USACE, the Regional Water Quality Control Board, and the California Department of Fish and Wildlife to ensure that project construction was initiated within the time frame required by the federal and State grant monies.

5701 Katella Avenue Parking Structure
Cypress, California

Ms. Pracilio served as Principal in Charge for preparation of an Addendum to the McDonnell Center IS/MND to address the environmental effects on construction of a 419-space parking structure. She was responsible for project oversight, coordination with the City of Cypress staff, and conducting quality control review of the Addendum and associated technical studies. Key issues addressed in the Addendum included visual, light/glare, and water quality effects.

Lincoln Avenue Widening Project from West Street to Harbor Boulevard
Anaheim, California

Ms. Pracilio is currently serving as Principal in Charge for the preparation of technical studies associated with an IS/MND for the street-widening project in the Anaheim Colony Historic District. Technical studies for the IS/MND include noise, air quality, archaeological resources, historic resources, paleontological resources, and biological resources evaluations. The project would add an additional through lane on Lincoln Avenue in each direction from its intersection with West Street to Harbor Boulevard.

Main Street Improvements Project
Tustin, California

Ms. Pracilio served as Principal in Charge for the project and oversaw the preparation of a Categorical Exemption/Categorical Exclusion under CEQA and NEPA, respectively. The project would convert Main Street, from Prospect Avenue to Newport Avenue, to a “complete street” configuration with a narrowed travel way and parklets. The improvements to the area will create additional public gathering spaces and outdoor dining opportunities through revitalizing the historic core with a pedestrian- and bicycle-friendly environment and mixed-use development. The project will receive partial funding through the federal Congestion Mitigation and Air Quality program and is being processed through Caltrans Local Assistance.

DIONISIOS GLENTIS

ASSOCIATE ENVIRONMENTAL PLANNER

CONTRACT ROLE : PROJECT MANAGER

LSA

EXPERTISE

- CEQA and NEPA Analyses
- Construction Site Compliance
- Mitigation Monitoring and Reporting Programs
- Worker Environmental Awareness Programs
- Cultural Resources Management

EDUCATION

B.A., Anthropology (Magna cum Laude); minor in Business Administration, California State University, San Bernardino, 2005

Certificate of Ethnomusicology, University of California, Irvine, 2004

PROFESSIONAL EXPERIENCE

Senior Environmental Planner, LSA, Riverside, California, November 2015–Present

Professional Environmental Consulting, emphasis on Cultural Resources, 2005–Present

PROFESSIONAL RESPONSIBILITIES

Mr. Glentis has 19 years of environmental consulting experience and 16 years of progressive responsibility managing projects for compliance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA).

Mr. Glentis specializes in environmental planning, cultural resources management, and construction site compliance. Mr. Glentis has managed, authored, and reviewed hundreds of environmental compliance documents that include Proponent's Environmental Assessments, Initial Studies/Mitigated Negative Declarations (IS/MNDs), Environmental Impact Reports/Statements (EIRs/EISs), Section 4(f) Evaluations, Worker Environmental Awareness Programs, Mitigation Monitoring and Reporting Programs, Phase I/Class III Cultural Resources Inventories, and Phase II Archaeological Testing and Evaluation Reports.

Mr. Glentis has managed multiple projects ranging in size and scope from multi-year licensing projects to short-term projects designed and constructed under rapid schedules. Mr. Glentis is currently managing CEQA compliance for the First Hathaway Logistics Project (TPM 21-4002, DR 21-7015, ENV 21-1519) and the Rancho San Gorgonio Specific Plan Amendment in the City of Banning.

PROJECT EXPERIENCE

First Industrial Realty Trust, Inc., First Lincoln Industrial Project Banning, Riverside County, California

Mr. Glentis served as project manager and author of an IS/MND for a 118,786-square-foot warehouse on 6.45 gross acres in the City of Banning (DR-22-7003, TPM 22-4001, and ENV 22-1504). The project was consistent with the City of Banning's land use designation and zoning ordinance but required an Encroachment Permit from Caltrans District 8 for proposed improvements to State Route 243 along the project site frontage. Subsequent to Banning City Council approval of the IS/MND and project, Mr. Glentis prepared an Environmental Summary Memorandum pursuant to the Caltrans Encroachment Permit. Specific issues addressed in the IS/MND and Environmental Summary Memorandum included air quality and health risk, greenhouse gas emissions, hazards and hazardous materials, noise and vibration, transportation, cultural and biological resources, and cumulative impacts. The Banning City Council approved the IS/MND in May 2023.

Public Storage, Public Storage Fontana Redevelopment Project Fontana, San Bernardino County, California

Mr. Glentis served as project manager and author of an IS/MND for the proposed redevelopment of the Fontana Public Storage facility at 17173 Valley Boulevard. The project included demolition of 16,454 square feet of self-storage and office space and construction of 109,566 square feet of new self-storage space on 5.33 acres. Subsequent to public circulation of the IS/MND, Mr. Glentis prepared a CEQA Consistency Report pursuant to CEQA Guidelines Section 15073.5(c)(4) in consultation with the City's legal counsel to consider new information added to the IS/MND which merely clarified, amplified, and made insignificant modifications to the IS/MND. Specific issues addressed in the IS/MND and CEQA Consistency Report included air quality and health risk, greenhouse gas emissions, arboriculture, hazards and hazardous materials,

noise and vibration, transportation, and cumulative impacts. The Fontana Planning Commission approved the IS/MND in August 2024.

City of Chino, Philadelphia Street Industrial Development Site and East End Annexation Project
San Bernardino County, California

Mr. Glentis served as project manager and author of an IS/MND for the proposed Philadelphia Street Industrial Development Site and East End Annexation Project. LSA prepared a biological resources assessment and arborist report as well. The proposed project includes development of three warehouse buildings totaling 63,900 square feet on 3.59 acres and annexation of 56.87 acres from San Bernardino County into the City of Chino. The CEQA documentation prepared by LSA included a site-specific analysis of development of the 3.59-acre project site and a programmatic analysis of the proposed annexation action in accordance with San Bernardino County Local Agency Formation Commission (LAFCO) requirements. The IS/MND was approved in October 2023, and LAFCO approved the annexation action in July 2024.

Chase Partners, LTD, Fontana Business Center 2 and Business Center 3 Industrial Projects
Fontana, San Bernardino County, California

Mr. Glentis served as project manager and author of an Addendum to the Southwest Industrial Park Specific Plan EIR for Fontana Business Center 2 and IS/MND for Fontana Business Center 3. Both projects are warehouses, respectively 39,628 square feet and 35,505 square feet. The Fontana Business Center 2 project was consistent with the Southwest Industrial Park Specific Plan, but the Fontana Business Center 3 project required a General Plan Amendment, Zone Change, and Specific Plan Amendment to annex the site into the Southwest Industrial Park Specific Plan. Specific issues addressed in the CE and IS/MND include air quality & health risk, biological resources, land use & planning, noise, transportation, and cumulative impacts. The Fontana Planning Commission approved the Addendum March 2024, and the Fontana City Council approved the IS/MND April 2024.

City of Hemet, Rancho Diamante Phase II Specific Plan Amendment
Hemet, Riverside County, California

Mr. Glentis served as project manager and author of a Subsequent EIR for development of 586 single-family homes and 100,000 square feet of commercial uses within the Page Ranch Planned Community Development Area (Specific Plan) for the City of Hemet. The project is located within the Hemet-Ryan Airport Land Use Compatibility Plan and includes a General Plan Amendment, Specific Plan Amendment, and Zone Change. Specific issues addressed include air quality, biological resources, greenhouse gases, airport land use compatibility, water quality and hydrology, land use and planning, noise, transportation, and utilities. The Hemet City Council certified the Subsequent EIR in May 2021.

City of Fontana, South Fontana Sports Park Addendum No. 2 to the Southwest Fontana Logistics Center Environmental Impact Report
Fontana, San Bernardino County, California

Mr. Glentis served as primary author of Addendum No. 2 for the Southwest Fontana Logistics Center EIR in support of the 18.2-acre Fontana Sports Park Project at the southeast corner of Cypress Avenue and Santa Ana Avenue in south Fontana. The project includes four lighted soccer/football fields with artificial turf, a tot lot, picnic areas, shade structures, restrooms, two concessions buildings, storage buildings, a surface parking lot, and perimeter fencing. The project site was initially analyzed programmatically under the Southwest Fontana Logistics Center EIR, and Addendum No. 2 was prepared to ensure development and operation of the proposed Sports Park would not generate impacts greater than those identified in the EIR. The Fontana Planning Commission approved the Addendum in November 2019.

TREVOR WIMMER

SENIOR ENVIRONMENTAL PLANNER

ROLE: ENVIRONMENTAL PLANNER

LSA

EXPERTISE

- Environmental Planning
- Bird surveys and biological monitoring

EDUCATION

B.A. in Geography/Natural Resources & Environmental Policy, San Diego State University, San Diego, California, 2013

A.A. in Geography, Mira Costa College, Oceanside, California, 2007

PROFESSIONAL EXPERIENCE

Environmental Planner, LSA, Palm Springs, California, 2016–Present

PROFESSIONAL RESPONSIBILITIES

Mr. Wimmer is a Senior Environmental Planner responsible for conducting research and assisting in analysis for LSA's environmental and planning projects relating to CEQA and NEPA compliance. Mr. Wimmer manages and assists other Project Managers in the preparation of Initial Studies and EIR sections, as well as with new project proposals. He also assists the Project Managers on the multiple California High Speed Rail projects.

Prior to coming to LSA, Mr. Wimmer received his B.A. in Natural Resources and Environmental Planning and worked as a Veterinary Technician. He was responsible for medicating and performing routine treatments and procedures on hospitalized patients, surgical preparation and assistance, medical record keeping, controlled drug logging and reporting, and appointment scheduling.

Mr. Wimmer is also a lifelong avid bird watcher with both personal and professional experience participating in bird counts and nesting bird surveys. Mr. Wimmer assists the Biological Resources group with nesting bird and other survey fieldwork for species of concern. Mr. Wimmer also leads birding tours at the Sunnylands Annenberg Estate in Rancho Mirage California, conducts quarterly bird surveys at the Salton Sea for Audubon California, and teaches a Conservation of Natural Resources course at College of the Desert.

PROJECT EXPERIENCE

Northpoint Development, Sunset Crossroads Master Plan EIR
Banning, Riverside County, California

The Sunset Crossroads Project (Project) envisions the development of up to 268,400 square feet of medical office, professional office, education, recreation, and commercial uses, a travel center with refueling uses, and a 125-room hotel on 47.9-acres area; and up to 5,545,000 square feet of industrial uses (including up 330,000 square feet of cold storage uses) on 392.0 acres of the site. Mr. Wimmer was on the team that helped write the EIR for the project.

City of Coachella, Avenue 50 Road Improvement Project
Coachella, California

Mr. Wimmer prepared the CEQA IS/MND for the widening and improvement of Avenue 50 from west of Calhoun Street to Harrison Street in Coachella. Environmental work also managed by LSA included technical studies for Air Quality, Biological Resources, Cultural Resources, Noise and Vibration Impact Analysis, and a Phase I Hazardous Materials Initial Site Assessment.

City of Indio, Madison Street Widening Project
Indio, California

Mr. Wimmer prepared the CEQA Addendum for the City of Indio General Plan update for the widening and improvement of Madison Street from north of SR-111 to Avenue 48 in Indio. Environmental work also managed by LSA included technical studies for Biological Resources.

Riverside County Transportation Commission, Mid-County Parkway Contract 3 Project
Riverside County, California
Mr. Wimmer managed the EIR revalidation, pre-construction surveys, and various additional tasks for the Mid-County Parkway Project in Riverside County, California.

California High Speed Rail Authority, California High Speed Rail Project
Bakersfield to Palmdale, California
Mr. Wimmer worked on various parts of the project, including the administrative record, meeting agendas and minutes, and EIR/EIS chapters. He also organized the effort for internal QA/QC and submittal of documents for client review.

California High Speed Rail Authority, California High Speed Rail Project
Burbank to Los Angeles, California
Mr. Wimmer assisted in creating graphs and figures for the Community Impact Assessment and the Relocation Impact Report.

County of Riverside, MSHCP Compliance Burrowing Owl Surveys
Riverside County, California
Mr. Wimmer participated in burrowing owl field surveys on a large site for Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) compliance and permitting. These surveys included both transects and known occurrence location monitoring.

County of Riverside, Painted Hills Desert Tortoise Clearance
Riverside County, California
Mr. Wimmer participated in preconstruction desert tortoise field surveys and assisted with construction monitoring efforts.

County of Riverside, Whitewater Canyon Emergency Road Repairs
Riverside County, California
Mr. Wimmer participated in multiple nesting bird surveys along the Whitewater River, documenting all observed species and accounting for present and potentially present species of concern.

City of Menifee, Caliber Collision Auto Body Project
Menifee, California
Mr. Wimmer managed the environmental documentation and supporting technical report preparation effort for the development of a Caliber Collision Auto Body shop in Menifee, California.

Raimi + Associates and City of Coachella, General Plan Addendum Project
Coachella, California
Mr. Wimmer managed the General Plan Addendum preparation effort for the addition of three areas to the Sphere of Influence in Coachella, California.

Keith Ross and County of Riverside, Bermuda Dunes Storage Facility Project
Bermuda Dunes, California
Mr. Wimmer managed the environmental documentation and supporting technical report preparation effort for the development of a storage facility and airplane hangar in Bermuda Dunes, California

CARL WINTER

SENIOR ENVIRONMENTAL PLANNER

ROLE: SENIOR ENVIRONMENTAL PLANNER

LSA

EXPERTISE

- CEQA/NEPA Documentation
- Environmental Analysis/Community Planning

EDUCATION

B.A., Geography California State University, San Bernardino, 1997

Certificate in Urban Planning, California State University, San Bernardino, 1997

PROFESSIONAL EXPERIENCE

Associate, LSA, Riverside, California, August 2014–Present

Environmental Impact Manager, Louisiana Department of Transportation and Development, Baton Rouge, Louisiana, February 2012–July 2014

Associate, LSA, Riverside, California, December 2006–June 2010

SPECIALIZED TRAINING

NEPA and Transportation Decision Making, National Highway Institute Course 142005, September 2012; Baton Rouge, Louisiana

PROFESSIONAL RESPONSIBILITIES

For over 25 years, Mr. Winter has been heavily involved in the research, preparation, and management of a variety of environmental and community planning projects for commercial, industrial, residential, mixed-use, and roadway/public facility projects. His duties include the preparation of CEQA/NEPA environmental documents; management of multidisciplinary teams and work efforts, coordination and review of project-specific technical studies; response to public and agency comments, and collaborative and efficient coordination among client, consultants and local, State, and Federal agencies.

PROJECT EXPERIENCE

Northpoint Development, Sunset Crossroads Master Plan EIR
Banning, Riverside County, California

The Sunset Crossroads Project (Project) envisions the development of up to 268,400 square feet of medical office, professional office, education, recreation, and commercial uses, a travel center with refueling uses, and a 125-room hotel on 47.9-acres area; and up to 5,545,000 square feet of industrial uses (including up 330,000 square feet of cold storage uses) on 392.0 acres of the site. Mr. Winter was on the team that helped write the EIR for the project.

City of Fontana, On-Call Environmental Services
Fontana, San Bernardino County, California

LSA has been under contract with the City of Fontana since 2012 for on-call environmental services and has been providing environmental documentation services in compliance with State regulations for various residential, commercial, and institutional development projects. LSA's services as part of our on-call contract with Fontana includes preparation of technical studies in the fields of transportation, air quality/greenhouse gas emissions/energy, noise and vibration, and cultural and biological resources, as well as the full breadth of environmental documentation pursuant to CEQA. LSA's most recent projects in the City of Fontana are: Almeria Apartments Biological Surveys, Landin & Associates: South Fontana Park, 16221 Boyle Ave Fontana Cultural Report, Shady Trails Air Quality and Noise Studies, and various environmental documents for industrial developers (First Industrial Realty Drust, Lake Creek Industrial, and Transwestern Development Company). Mr. Winter served as Project Manager and Lead Environmental Planner.

City of Riverside, Hawthorne Residential Project Initial Study/Mitigated Negative Declaration
Riverside, Riverside County, California

In support of redevelopment of a vacant elementary school site, LSA prepared the Initial Study/Mitigated Negative Declaration (IS/MND) and supporting technical studies for a 69-unit single-family project in the City of Riverside. The project was adjacent to a portion of the historic Gage Canal and an active rail line. Technical studies completed to support the CEQA document included an archaeological/historic structure evaluation, biological resources survey, air quality/greenhouse gas emission analysis, noise assessment, and traffic impact analysis. The CEQA document addressed potential impacts associated with project itself and the changes to the City's General Plan and Zoning Code that would allow the completion of the project. The project was approved and the IS/MND adopted by the City in November 2018.

Beyond Compliance: Historic Preservation in Transportation

Project Development, National Highway Institute Course 142049, January 2013, Baton Rouge, Louisiana

Practical Conflict Management Skills for Environmental Issues, National Highway Institute Course 142060, April 2013; Baton Rouge, Louisiana

PROFESSIONAL AFFILIATIONS

Association of Environmental Professionals

Riverside County Transportation Department, Mission Boulevard Bridge Replacement Initial Study/Categorical Exclusion
Riverside County, California

In cooperation with the Riverside County Transportation Department, Mr. Winter managed the preparation of technical studies required by Caltrans for the replacement of the Mission Boulevard Bridge over the Santa Ana River. This effort required intense coordination of technical experts preparing a dozen technical reports addressing biological resources, endangered plant and wildlife species, Western Riverside County Multiple Species Habitat Conservation Plan compliance, archaeological and historic resources, 4(f) resources, visual impacts, noise and noise abatement, hydrology and floodplain analysis, and visual impacts. This effort involved close cooperation with staff from the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, California Department of Fish and Wildlife, Caltrans, Riverside County Regional Conservation Authority, Riverside County, the Cities of Riverside and Jurupa Valley, and the engineering project team. Additionally, Mr. Winter prepared the CEQA Initial Study/Mitigated Negative Declaration (IS/MND) and the NEPA Categorical Exclusion/Environmental Commitments Record (CE/ECR) for the project. The CEQA and NEPA environmental documents were approved in December 2018 and July 2019, respectively.

City of Colton, Reche Canyon Retail Center Environmental Impact Report
Colton, San Bernardino County, California

Mr. Winter participated in the preparation of technical studies and the drafting of an Environmental Impact Report for the Reche Canyon Plaza Project. The project includes the development of approximately 18,124 square feet of local-serving commercial uses along Reche Canyon Drive in Colton. The project required a Specific Plan Amendment to change the existing land use designation of the project site from “Estate Density” to “Commercial” and a General Plan Amendment to change the existing land use designation of an off-site parcel to allow for residential development to prevent a net loss of residential capacity within the city in compliance with SB 330 requirements.

City of Highland, Base Line Bridge Replacement Initial Study/Categorical Exclusion
Highland, San Bernardino County, California

Mr. Winter managed the preparation of environmental documents and technical studies required for the replacement of the Base Line Bridge over City Creek. Due to the proximity to Critical Habitat and residential development, the technical effort focused on the project’s impacts to endangered plant and wildlife species, potential cultural and Native American resource impacts, and project-related noise impacts. The project included the processing of all technical and NEPA documentation through Caltrans’ Office of Local Assistance. Close cooperation with agency, City, and technical and engineering staff allowed the timely completion of the project, with approval of the CEQA and NEPA documents in March 2019.

City of Fontana, Aragon West District, Walnut Village Specific Plan
Fontana, San Bernardino County, California

LSA prepared an IS/MND and supporting technical environmental studies for development of 100 townhomes and associated roadway improvements on 6.5 gross acres. The project includes a General Plan Amendment and Zone Change to revise the Walnut Village Specific Plan and adopt the new Aragon West District Walnut Village Specific Plan. Specific issues addressed included air quality and health risk, GHG emissions, cultural and biological resources, hazards and hazardous materials, land use and planning, population and housing, noise and vibration, transportation, and cumulative impacts. The Fontana City Council approved the IS/MND February 2022.

SHANNA K. GUILER, AICP

ASSOCIATE / SENIOR ENVIRONMENTAL PLANNER

CONTRACT ROLE: ASSOCIATE/SENIOR ENVIRONMENTAL PLANNER/NEPA SPECIALIST

EXPERTISE

- Parks, Recreation, and Open Space Planning
- Site Assessment and Use Feasibility
- Environmental Planning and Analysis
- Community Assessment/Public Involvement
- Multi-Modal Transportation Planning

EDUCATION

M.U.E.P., Urban and Environmental Planning, University of Virginia, Charlottesville, 2002

B.A., Physics, University of California, Los Angeles, 1993

PROFESSIONAL EXPERIENCE

Associate/Senior Planner, LSA, Point Richmond, California, 2003–Present

Assistant Project Manager, LSA, Point Richmond, California, May 2002–2003

Planning Intern, Town of Scottsville, Scottsville, Virginia, 2001

PROFESSIONAL CERTIFICATIONS/ REGISTRATIONS

American Institute of Certified Planners (AICP)

PROFESSIONAL RESPONSIBILITIES

Ms. Guiler is an urban and environmental planner with over 24 years of experience in environmental analysis, parks and open space planning, and resource management. She is experienced in managing multidisciplinary teams for a range of projects, including parks and open space areas, roads, bridges, trails, and infrastructure projects. Ms. Guiler is skilled at evaluating complex projects and preparing user-friendly planning documents that incorporate reliable technical data and sound environmental analysis. Her experience includes impact analysis, environmental documentation for project compliance under both CEQA and NEPA, and permit processing for federal, State, and local public agencies as well as private developers.

PROJECT EXPERIENCE

City of Anaheim, North Harbor Anaheim Long Term Supportive Housing Project.
Anaheim, California

Ms. Guiler served as Project Manager/Environmental Planner for this project that would include renovation of an existing three-story extended stay motel to provide long term supportive housing for individuals experiencing homelessness or who are at risk of homelessness. The existing 119-room motel would be renovated to provide 89 units including 67 studio apartments, 22 one-bedroom apartments, and 2 two-bedroom manager units. The project would be funded with $5,000,000 in HOME grant funds and up to 50 Project-Based Section 8 Vouchers. Ms. Guiler prepared an EA, in compliance with HUD, 24 CFR Part 58, and oversaw preparation of technical studies related to air quality, cultural resources, noise, and traffic to support the findings of the EA.

Eastern Municipal Water District, On-Call Environmental Services Contract
Riverside County, California

Ms. Guiler served as the Project Manager for LSA's on-call contract with the Eastern Municipal Water District to provide a full range of environmental analysis and documentation services, including preparation of CEQA documents and various technical analyses. Selected project experience includes:

Washington Street Water Transmission Project. Ms. Guiler served as Project Manager for preparation of an IS/MND and supporting technical analyses to evaluate the potential environmental impacts associated with installation of an approximately 1.2-mile pipeline within Washington Street between Fields Drive and Abelia Avenue in the Winchester area of Riverside County. The proposed 18-inch diameter pipeline would provide improved distribution capacity and improved operations at the existing Belle Terre Water Storage Tank located north of Fields Drive and east of San Diego Canal. Key issues addressed in the IS/MND include potential impacts to biological resources, including special-status species, paleontological resources, cultural and tribal cultural resources and noise.

Valley Blvd. Pipeline Project. Ms. Guiler served as Project Manager for preparation of an IS/MND to assess the environmental impacts associated with construction and operation of approximately 4.4 miles of 36-inch diameter, 30-inch diameter, and 18-inch diameter pipelines along Valley

Boulevard from EMWD's existing Desalination Complex located at 29285 Valley Boulevard in Menifee to McLaughlin Road/Goetz Road. As part of the project, a turnout facility with a motor-operated valve (MOV), antenna, and remote terminal units (RTUs) would also be constructed on a vacant parcel at the intersection of Valley Boulevard and Thornton Avenue. She is overseeing various technical studies to support the findings of the Initial Study, including a biological resources assessment, cultural resources study, and a paleontological resources memorandum, and noise and vibration analysis.

Mathews/Romoland Booster Pump Station Project. Ms. Guiler served as Project Manager for preparation of an IS/MND for the construction of two booster pump stations, decommissioning/removal of the existing Romoland booster pump station, and construction of approximately 2 miles of transmission pipeline in the City of Menifee. The majority of the transmission pipeline would be located within the public right-of-way; however, a portion of the pipeline would extend beneath the existing railroad tracks and State Route 74 likely via jack and bore. Once the final alignment of the proposed pipeline is determined, she will oversee technical analyses for air quality, greenhouse gas emissions, biological resources, cultural resources, paleontological resources, noise and vibration, and transportation and prepare the IS/MND.

City of Richmond On-Call Environmental Services Contract
Richmond, California

Ms. Guiler is currently serving as the Project Manager for LSA's on-call environmental services contract with the City of Richmond. Under LSA's on-call environmental services contract with the City of Richmond, Ms. Guiler has been responsible for several CEQA assignments, including:

- International Matex Tank Terminals (IMTT) Renewable Fuels Project.
- 205 Cutting Boulevard/Self-Storage Project
- 1 West Barrett Project
- Making Waves Academy Hilltop Sports Facility
- 13th Street Complete Streets Project
- Unity Park Project
- Urban Greening Project

City of Dublin, City of Dublin On-Call Environmental Services Contract
Dublin, California

Ms. Guiler is currently serving as the Project Manager for LSA's on-call environmental services contract with the City of Dublin. Under this contract, Ms. Guiler recently completed an IS/MND for the Kent General Plan Amendment and Rezoning Project, to evaluate the potential changes in use that could occur under the new land use designation and zoning, including any increase in the intensity of allowable uses on the site. She worked on a Supplemental IS/MND for the Inspiration Drive Memory Care and Assisted Living Facility Project to evaluate the potential environmental impacts associated with development of a 55-bed Memory Care Facility and a 90-bed Assisted Living Facility on two parcels adjacent to the Valley Christian Center (VCC). The Supplemental IS/MND compares the previous project with the currently proposed project to identify whether the proposed project would result in any new or substantially more severe impacts than those analyzed in the VCC EIR or whether any of the other standards requiring further environmental review under CEQA are met. She recently completed the environmental documentation for three industrial and residential development projects in Eastern Dublin, using the prior environmental review documents, including the East Dublin Specific Plan EIR, to streamline the CEQA process.

AMBARISH MUKHERJEE, PE, AICP

PRINCIPAL TRANSPORTATION PLANNER

CONTRACT ROLE: TRAFFIC/TRANSPORTATION TASK LEAD

LSA

EXPERTISE

- Traffic Impact Studies
- Pedestrian & Bicycle Planning
- Transit Routing
- Statistical & Analytical Research
- Land Use and Transportation Modeling

EDUCATION

Master of City and Regional Planning with concentration in Transportation and Land Use Planning, and GIS, University of Texas at Arlington, Texas, 2005

Bachelor of Architecture (Honors), Indian Institute of Technology, Kharagpur, India, 2003

PROFESSIONAL EXPERIENCE

Principal Transportation Planner, LSA, Riverside, California, 2006–Present

Service Planner I, Fort Worth Transportation Authority, Fort Worth, Texas, 2005

PROFESSIONAL CERTIFICATIONS / REGISTRATIONS

Professional Engineer (California C88084)

American Institute of Certified Planners (AICP): Membership Number 023158

PROFESSIONAL RESPONSIBILITIES

As a Principal Transportation Planner at LSA's Riverside office, Mr. Mukherjee specializes in travel demand modeling and public infrastructure projects. He has conducted Traffic Impact Analyses (TIAs) for a wide variety of large and small projects, including transit projects, residential development, mixed-use development, commercial and office projects, parking structures, roadway and circulation improvements, and General Plans and Specific Plans. Mr. Mukherjee is currently in charge of LSA's Riverside Office Transportation group. Prior to joining LSA, he worked with the Fort Worth Transportation Authority as a Transit Planner.

PROJECT EXPERIENCE

City of Banning, Butterfield Specific Plan
Banning, Riverside County, California

Mr. Mukherjee prepared the Initial Study and Constraints Analysis for the City of Banning Butterfield Specific Plan, which included the analysis of three design alternatives and three roadway network alternatives. The final Traffic Impact Analysis included the analysis of 50 intersections and project driveways. An analysis of freeway mainline levels of service was included in the Traffic Impact Analysis.

City of Banning, Traffic Fee Program Update
Banning, Riverside County, California

Mr. Mukherjee was the project manager for the City of Banning Fee Program Update. The Development Fee Program did not consider physical improvements required at intersections to maintain acceptable level of service (LOS) standards (consistent with the City's General Plan policy) in the General Plan Buildout condition, but only addressed proposed traffic control upgrades (signalization) at several locations in the City. LSA recommended inclusion of physical improvements, additional signalization needs, and additional intersection locations in the traffic fee component of the Development Fee Program for the City of Banning. The update to the traffic fee component of the Development Fee Program was conducted subsequent to the General Plan Amendment for changing the LOS policy from LOS C to LOS D and removal of the Highland Home Road/I-10 interchange.

City of Perris, Perris Marketplace
Perris, Riverside County, California

Mr. Mukherjee conducted a traffic study to evaluate the potential traffic impacts associated with the proposed development of an approximately 520,000-square foot retail center, which included a Wal-Mart Supercenter north of Nuevo Road and west of Perris Boulevard (north of the existing Perris Plaza). The traffic study included the analysis of 20 intersections and project driveways.

City of Moreno Valley, Eucalyptus Industrial Park
Moreno Valley, Riverside County, California

Mr. Mukherjee was the project manager for this project. This traffic study was prepared to assess the potential circulation impacts associated with the proposed development of approximately 1.9 million square feet of high-cube

warehousing and approximately 0.3 million square feet of warehousing to be located on Eucalyptus Avenue between Moreno Beach Drive and Redlands Boulevard in the City of Moreno Valley. The study included traffic operations analysis of 17 intersections including intersections along Nason Street. As part of this project, LSA prepared a SimTraffic simulation that illustrated traffic operations around the vicinity of the proposed project. The simulation included the SR-60 interchanges with Moreno Beach Drive and Redlands Boulevard.

Fresno Council of Governments, Vehicle Miles Traveled Threshold Study
Fresno, Fresno County, California

Mr. Mukherjee is the Project Manager for the Fresno Council of Governments' (COG) Vehicle Miles Traveled (VMT) Threshold Study. LSA was approved to provide Fresno COG with services to establish VMT thresholds for subsequent CEQA documentation for the 16 member jurisdictions within Fresno COG. LSA is working with the COG's Activity Based Model (ABM) to provide an updated existing land use base (existing conditions reflect the base conditions for new CEQA conformity). LSA will be addressing several policy-related issues that have been raised by the State Office of Planning and Research in its recent Technical Advisory related to Senate Bill 743 legislation. These issues include definition of the region to evaluate VMT, criteria from the baseline condition to consider, a model screening application for streamlining projects, high-quality transit corridors and transit-oriented development zones, and more. LSA is preparing a model user interface for ease of use that is a GIS-based screening tool with countywide mapping. LSA will also provide the Fresno COG and its member agencies with training, support, and a user guide.

City of Fresno, General Plan
Fresno, Fresno County, California

Mr. Mukherjee was the task manager for preparation of the traffic and circulation study for the City of Fresno General Plan project. LSA was awarded the contract to prepare the updated City of Fresno General Plan Environmental Impact Report (EIR) and traffic analysis. The traffic analysis was conducted to address general traffic flow, arterial hierarchy, and land use and circulation consistency. Through the use of daily and peak-hour roadway segment values, adequate capacity was demonstrated for study area roadways in Fresno and the surrounding area. In addition, the General Plan Land Use Element was analyzed using VMT as a metric. LSA is currently revising modules of the Fresno traffic-forecasting tool to reflect an updated existing condition (VMT is a comparison of post-project to existing conditions). Traffic Analysis Zone (TAZ) VMT forecasts are being compiled and low, moderate, and high VMT zones are being identified. A regional average is being established, and the final General Plan project will be compared to that regional average to determine the net change in VMT as a result of General Plan implementation.

City of Laguna Niguel, Laguna Niguel Town Center Modeling and VMT Analysis
Laguna Niguel, Orange County, California

Mr. Mukherjee was the project manager for this project and prepared a VMT analysis using the Orange County Traffic Analysis Model (OCTAM) for a mixed-use development that consists of 275 multifamily dwelling units, 54,410 square feet of office use, and 79,920 square feet of retail uses. Three separate select zone runs were created to separate out the VMT for the three different land uses. As part of this analysis, the project was compared to the regional VMT obtained from OCTAM.

City of Long Beach, General Plan Land Use and Urban Design Elements Traffic Analysis
Long Beach, Los Angeles County, California

Mr. Mukherjee updated the 2016 Southern California Association of Governments Regional Transportation Plan model to incorporate the City of Long Beach's General Plan land uses into the model. Model runs were conducted to develop VMT estimates, which were then compared to regional VMT estimates at the City's request as part of an update to its Circulation Element.

DEBMALYA SINHA

SENIOR TRANSPORTATION PLANNER

CONTRACT ROLE: TRAFFIC/TRANSPORTATION PLANNER

LSA

EXPERTISE

- Travel Demand Modeling
- Spatial and Statistical Analysis
- Transportation & Land Use Planning
- Traffic Impact Analysis

EDUCATION

Masters in Urban Planning, Specialization: Land use, Transportation & Infrastructure Planning, University of Washington, Seattle, June 2015

Bachelor of Architecture, Indian Institute of Technology, Kharagpur, August 2011

PROFESSIONAL EXPERIENCE

Senior Transportation Planner, LSA, Riverside, California, October 2015–Present

Manager, Architecture and Urban Planning, Arth Designbuild, Hyderabad, 2016–2017

Graduate Research Assistant, University of Washington, 2014–2015

Architect, Designhaaus Solutions Private Limited, Bangalore, June 2011–May 2013

PROFESSIONAL RESPONSIBILITIES

Mr. Sinha's primary responsibilities include the preparation of technical analyses of land development projects, transportation planning, travel demand modeling, and traffic impact analyses. He has worked on various regional and sub-regional models including Southern California Association of Governments model, Orange County Transportation Analysis Model (OCTAM), Irvine Transportation Analysis Model (ITAM), and Riverside Transportation Analysis Model (RIVTAM). Previously, he worked as an architect and design team-lead for several projects, ranging from detached single-family homes to condominiums and mixed-use developments, where his responsibilities included design and potential impact and feasibility studies for the projects.

PROJECT EXPERIENCE

City of Banning, Traffic Fee Program Update
Banning, Riverside County, California

Mr. Sinha was a transportation planner for the City of Banning's Fee Program Update. The Development Fee Program did not consider physical improvements required at intersections to maintain acceptable level of service (LOS) standards (consistent with the City's General Plan policy) in the General Plan Buildout condition, but only addressed proposed traffic control upgrades (signalization) at several locations in the City. LSA recommended inclusion of physical improvements, additional signalization needs, and additional intersection locations in the traffic fee component of the Development Fee Program for the City of Banning. The update to the traffic fee component of the Development Fee Program was conducted subsequent to the General Plan Amendment for changing the LOS policy from LOS C to LOS D and removal of the Highland Home Road/I-10 interchange.

City of Jurupa Valley, Interim General Plan
Jurupa Valley, Riverside County, California

Mr. Sinha assisted in the technical analysis for the City of Jurupa Valley Interim General Plan. The analysis utilized RIVTAM to forecast buildout daily and peak hour traffic volumes. Mr. Sinha assisted in development of the Citywide Travel Model using RIVTAM, including preparation of the socioeconomic data for the study area. The Interim General Plan required a circulation study to evaluate existing conditions to help identify improvements for the transportation facilities in future buildout scenarios. The analysis provided recommended physical improvements and optimization of existing signalization.

City of Irvine, Congregation Shir Ha-Ma'alot Private School Traffic Study
Irvine, Orange County, California

Mr. Sinha assisted in the traffic impact analysis for the proposed 225-student private school within the existing Congregation facility. The analysis utilized ITAM to forecast daily and peak hour traffic conditions in existing, 2020, 2035, and post-2035 conditions at various intersections within the project vicinity. The analysis provided LOS, ADT, and Intersection Capacity Utilization at the study area intersections for these forecast scenarios with and without the new school facility.

City of Long Beach, General Plan Land Use and Urban Design Elements Traffic Analysis
Long Beach, Los Angeles County, California

Mr. Sinha updated the 2016 SCAG RTP/SCS model socioeconomic data to reflect the General Plan land uses into the model as part of a VMT analysis requested by the City. The City of Long Beach updated its Circulation Element recognizing that the mobility of people is not always improved by facilitating automobile travel. As such, the City is transitioning away from performance measures focused on automobile level of service. Model runs were conducted to develop VMT estimates that were then compared to regional VMT estimates.

City of Long Beach, Globemaster Corridor Specific Plan (GCSP) VMT Analysis
Long Beach, Los Angeles County, California

Mr. Sinha assisted in developing the socioeconomic data for a Vehicle Miles Traveled (VMT) analysis for the Globemaster Corridor Specific Plan project in the City of Long Beach. The GCSP provides the planning and regulatory framework for guiding future development and attracting quality jobs to the approximately 432.12-acre GCSP located in an area adjacent to the Long Beach Airport, I-405, and surrounding residential and business community. The regional (City) VMT per capita for both base (2012) and future (2040) model scenarios were obtained from the SCAG RTP model runs. Existing (2019) VMT per capita was developed by interpolating between base and future year VMT data obtained from the Southern California Association of Governments Regional Transportation Plan (SCAG RTP) model. Project select zone model runs were utilized to develop project VMT. Project VMT per capita was calculated for both base (2012) and future (2040) model scenarios. The existing (2019) project VMT per capita was developed by interpolating between the base and future year VMT per capita for the project.

Missoula Metropolitan Planning Organization, 2016 Long Range Transportation Plan and Travel Demand Model Update
Missoula, Missoula County, Montana

Mr. Sinha assisted in the preparation of the Missoula Metropolitan Planning Organization's 2016 Long Range Transportation Plan and Travel Model Update. LSA created the regional transportation demand model and prepared the Long Range Transportation Plan for the Missoula Metropolitan Planning Organization and the State of Montana. The plan was adopted in January 2017 on time and within budget. This travel model covers two counties and includes a mix of urban and rural communities. A unique aspect of this travel model is assignment of both walk and bicycle trips encouraged by the area's dense and pedestrian-friendly central business district and university. The LRTP addresses all requirements of MAP-21 and FAST Act.

City of Irvine, 16542 Millikan Avenue Congregate Care
Irvine, Orange County, California

Mr. Sinha assisted in the traffic impact analysis for the development of 425,000-square foot congregate care facility in the City of Irvine. The analysis utilized ITAM to forecast daily and peak hour traffic conditions in existing, 2020, 2035, and post-2035 conditions at various intersections in the Irvine Business Complex. The analysis provided Levels of Service, Average Daily Traffic, and Intersection Capacity Utilization at the study area intersections for these forecast scenarios with and without the proposed project.

City of Irvine, Congregation Shir Ha-Ma'alot Private School Traffic Study
Irvine, Orange County, California

Mr. Sinha assisted in the traffic impact analysis for the proposed 225-student private school within the existing Congregation facility. The analysis utilized ITAM to forecast daily and peak hour traffic conditions in existing, 2020, 2035, and post-2035 conditions at various intersections within the project vicinity. The analysis provided Levels of Service, Average Daily Traffic, and Intersection Capacity Utilization at the study area intersections for these forecast scenarios with and without the new school facility.

JODI ROSS-BORREGO

PRINCIPAL / BIOLOGIST

ROLE: BIOLOGICAL RESOURCES TASK LEAD

LSA

EXPERTISE

- Biological Assessments
- Multiple Species Habitat Conservation Plans
- Project Management
- Jurisdictional Delineations
- Rare, Threatened, and Endangered Species
- State and Federal Permitting Procedures

EDUCATION

B.S. in Environmental Biology, Humboldt State University, Arcata, California, 2003

PROFESSIONAL EXPERIENCE

Principal, LSA, Palm Springs, California, 2005–Present

Reserve Steward/Resident Biologist, James San Jacinto Mountains Reserve, UC Natural Reserve System (NRS), University of California, Riverside (UCR), 2004–2005

Interim Assistant Director/ Herbarium Curator, Sweeney Granite Mountains Desert Research Center, NRS, UCR, 2004

Botanist, Andre Botanical Consulting, Kelso, California, 2004

PROFESSIONAL RESPONSIBILITIES

As a Principal in LSA's Palm Springs office, Ms. Ross-Borrego is primarily responsible for assisting clients in conducting and managing the coordination of biological resource evaluations and assessments; managing and overseeing construction compliance projects; preparing environmental documentation for renewable energy projects; managing on-call service contracts with utility providers; preparing biological reports for transportation projects, including bridge replacement, road widening, and interchange modifications; and environmental permitting. She works with various resource and regulatory agencies to analyze impacts and recommend mitigation measures as part of the CEQA/NEPA documentation for both private- and public-sector projects.

In addition, Ms. Ross-Borrego has extensive experience in Southern California, particularly in the Colorado and Mojave Deserts. She has conducted biological studies in a variety of terrestrial and aquatic habitats, including specific special-status species surveys for the Casey's June beetle, arroyo toad, desert tortoise, Coachella fringe-toed lizard, flat-tailed horned lizard, burrowing owl, coastal California gnatcatcher, least Bell's vireo, Mohave ground squirrel, and Coachella Valley round-tailed ground squirrel, as well as a variety of plant species.

PROJECT EXPERIENCE

Caltrans District 8, I-10 Bypass Project
Riverside County, California

Ms. Borrego managed the biological services for the I-10 Bypass Project. Tasks included preparing a Natural Environment Study, a Biological Assessment, and associated technical studies, including a wetlands delineation/jurisdictional determination, vegetation mapping, focused surveys for the desert tortoise, and focused surveys for rare plants and non-listed special-status species.

Riverside County Transportation Department, On-Call Projects
Riverside County, California

Ms. Borrego managed this on-call contract with Riverside County for its long-term routine maintenance projects throughout Riverside County. Task orders included focused biological surveys, jurisdictional delineations, and biological monitoring.

Caltrans District 8, I-15/I-215 Interchange Improvements Project
San Bernardino County, California

Ms. Ross-Borrego assisted in the fieldwork and preparation of the Jurisdictional Delineation report and preparation of the Natural Environment Study for the I-15/I-215 Interchange Improvements Project in the unincorporated community of Devore in San Bernardino County. Additionally, Ms. Ross-Borrego conducted surveys for threatened and endangered species, including slender-horned spineflower, Santa Ana River woollystar, arroyo toad, and coastal California gnatcatcher.

Southern California Edison, On-Call Projects
Southern California

Ms. Borrego co-managed the natural resources portion of this on-call contract with SCE. She also performed Biological Assessments, sensitive species surveys, pre-construction surveys, and construction monitoring, and prepared reports.

California High-Speed Rail Authority, California High-Speed Rail Project
California (Various Locations)

Ms. Borrego is the Biology Task Manager for the California High-Speed Rail (HSR) Bakersfield to Palmdale Project Section. This section of the HSR project will link San Francisco to Los Angeles and points between. Ms. Borrego is managing the preparation of the Biological Resources and Wetlands Technical Report and providing oversight and support for the Biological Resources Assessment and Mitigation Planning.

JODI ROSS-BORREGO

PRINCIPAL / BIOLOGIST

ROLE: BIOLOGICAL RESOURCES TASK LEAD

LSA

SPECIALIZED TRAINING

Desert Tortoise Council Surveying, Monitoring, and Handling Techniques Workshop, The Desert Tortoise Council, Ridgecrest, California, November 2010

Flat-Tailed Horned Lizard Monitor Training. Bureau of Land Management, El Centro, California, May 2007

Hydric Soils Indicators Workshop. Wetland Training Institute, San Diego, California, February 2007

Basic Wetland Delineation Workshop, Wetlands Training Institute, Sacramento, California, April 2006

Desert Flora Field Course. University of California Riverside Extension Program, Palm Desert, California, March 2006

Working with ArcGIS Spatial Analyst, Society for Conservation GIS/Esri, James San Jacinto Mountains Reserve, Idyllwild, California, July 2004

Building Geo Databases, Society for Conservation GIS/ Esri, James San Jacinto Mountains Reserve, Idyllwild, California, July 2004

PROFESSIONAL AFFILIATIONS

Association of Environmental Professionals Member No. 3915637

California Native Plant Society

Women's Transportation Seminar

Coachella Valley Archaeological Society

Caltrans District 8 and City of Indio, Avenue 44 Bridge Low-Flow Crossing Replacement Project
Indio, Riverside County, California

Ms. Ross-Borrego prepared the Natural Environment Study (Minimal Impact) and the Jurisdictional Delineation and oversaw the permitting component as part of a CEQA IS/MND and a NEPA Categorical Exclusion for the Avenue 44 Bridge Low-Flow Crossing Replacement Project in the City of Indio.

Caltrans District 8 and the City of La Quinta, Adams Street/Whitewater River Bridge Crossing Project
La Quinta, Riverside County, California

Ms. Ross-Borrego was the main author for the Natural Environment Study (Minimal Impacts) for this project. LSA, in cooperation with the Caltrans District 8 Office of Local Assistance, assisted the City of La Quinta in replacing the existing low-water crossing spanning the Whitewater River at Adams Street with an all-weather crossing.

Caltrans District 8, Airport Boulevard (Avenue 56) Railroad Grade-Separation Project
Riverside County, California

Ms. Ross-Borrego conducted and prepared the Biological Resources Assessment and prepared the Coachella Valley Multiple Species Habitat Conservation Plan Consistency Analysis reports for the Airport Boulevard (Avenue 56) Railroad Grade-Separation Project in Riverside County. Ms. Ross-Borrego is managing the biological services for the I-10 Bypass Project. This includes preparing a Natural Environment Study, a Biological Assessment, and associated technical studies, including a wetlands delineation/jurisdictional determination, vegetation mapping, focused surveys for the desert tortoise, and focused surveys for rare plants and nonlisted special-status species.

KOA Corporation and the City of Coachella, Avenue 50 Road Improvement Project
Coachella, Riverside County, California

LSA, working with KOA Corporation and the City of Coachella, prepared the CEQA Initial Study/Mitigated Negative Declaration for the widening and improvement of Avenue 50 from west of Calhoun Street to Harrison Street in Coachella. Environmental work also managed by LSA included technical studies for Air Quality, Biological Resources, Cultural Resources, Noise and Vibration Impact analysis, and a Phase I Hazardous Materials Initial Site Assessment.

RYAN VILLANUEVA

ASSOCIATE/SENIOR BIOLOGIST

CONTRACT ROLE: BIOLOGICAL RESOURCES

LSA

EXPERTISE

- Biological Assessments
- Jurisdictional Delineations
- Rare, Threatened, and Endangered Species
- State and Federal Permitting Procedures
- Project Management

EDUCATION

B.S. in Biology / B.A. in Environmental Studies, University of California, Santa Cruz

PROFESSIONAL EXPERIENCE

Senior Biologist, LSA, Riverside, California, 2020–Present

Senior Biologist, ESA, 2018–2020

Senior Biologist, ECORP Consulting, Inc., 2016–2018

Senior Biologist, Sapphos Environmental, Inc., 2010-2016

Biologist, TRC, 2005-2010

PERMITS AND AUTHORIZATIONS

California Department of Fish and Wildlife scientific collecting permit No. GW-193640002-20260-001 (renewal pending)

PROFESSIONAL RESPONSIBILITIES

As an Associate Biologist in LSA's Riverside office, Mr. Villanueva is primarily responsible for field surveys including plant community mapping, rare plant surveys, wetland delineations, habitat restoration, habitat assessments, general biological resources surveys, avian-focused surveys, daytime and nighttime bat surveys and protocol surveys for sensitive species, such as desert tortoise, least Bell's vireo and burrowing owl. He is also responsible for preparing biological reports and analyzing impacts and recommending mitigation measures as part of the California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) documentation for both private- and public-sector projects.

Mr. Villanueva has also prepared permits under Sections 401 and 404 of the Federal Clean Water Act, the Porter-Cologne Act, Sections 1600 and 2081 of the California Fish and Game Code, and the Desert Native Plant Act, and has worked closely with public agencies regarding biological resources including the U.S. Fish and Wildlife Service (USFWS), U.S. Army Corps of Engineers (USACE), Bureau of Land Management (BLM), U.S. Forest Service (USFS), California Department of Fish and Wildlife (CDFW), Regional Water Quality Control Board (RWQCB) and regional and local agencies.

PROJECT EXPERIENCE

City of Banning, Rancho San Gorgonio Planned Community Project
Banning, Riverside County, California

As Senior Biologist and Project Manager, Mr. Villanueva oversaw biological resources surveys conducted and reports and permits prepared for the project. Mr. Villanueva prepared a conservation overview for the project that included both on-site reestablishment/enhancement and off-site conservation. He also prepared the Waste Discharge Requirement, off-site sewer alignment biological resources assessment/MSHCP consistency analysis, burrowing owl survey report and revised Determination of Biologically Equivalent or Superior Preservation (DBESP). Multiple meetings with the resource agencies were held in response to the DBESP.

Caltrans District 8, I-10 Bypass Project
Riverside County, California

Mr. Villanueva provided the biological services for the I-10 Bypass Project. Tasks included preparing a Natural Environment Study, a Biological Assessment, and associated technical studies, including a wetlands delineation/jurisdictional determination, vegetation mapping, focused surveys for the desert tortoise, and focused surveys for rare plants and non-listed special-status species.

AGC Design Concept, Inc., New Shopping Center Project
Banning, Riverside County, California

Mr. Villanueva conducted a general reconnaissance survey at the location of a proposed shopping center and prepared a biological resources assessment/MSHCP consistency analysis summarizing the results of the survey. Focused surveys conducted for the project included those for burrowing owl.

Robinson Hill Architecture, Inc., Indio Fiesta Kia Car Dealership Project
Indio, Riverside County, California

Mr. Villanueva prepared the biological resources assessment/Coachella Valley Multiple Species Habitat Conservation Plan consistency analysis summarizing the results of the biological resources surveys conducted.

RYAN VILLANUEVA

ASSOCIATE/SENIOR BIOLOGIST

CONTRACT ROLE: BIOLOGICAL RESOURCES

LSA

SPECIALIZED TRAINING

The Desert Tortoise Council 14th Annual Surveying, Monitoring and Handling Techniques Workshop, October 2005

Richard Chin Environmental Training, Inc., Wetland Delineation Workshop based on the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual, Sacramento, California, October 2005

Plant Identification for Coastal Southern California Rivers and Streams. Wetland Training Institute, June 2008

OSHA 40-hour Hazardous Waste Operations (HAZWOPER) Training and 8-hour Refresher, Skillsoft On-Demand Training and Education, 2005-2010

University of California Extension's California Rapid Assessment Method (CRAM) Riverine Training, March 2012

Southern Sierra Research Center's Willow Flycatcher Workshop and Training Session, May 2012

University of California Extension's CRAM Estuarine Training, October 2012

Vernal Pool Fairy Shrimp, Mary Belk, January 18-21, 2012

University of California Extension's CRAM Vernal Pool Training, April 2013

Elkhorn Slough Coastal Training Program's California Red-Legged Frog Workshop, May 2014

Southwest Partners in Amphibian and Reptile Conservation's Flat-Tailed Horned Lizard Biological Monitor Training, May 2014

A.C. Industrial Properties, LLC, Springbrook Wash Project
Riverside, Riverside County, California

Mr. Villanueva conducted a jurisdictional delineation at the location of a proposed commercial development expansion and prepared a jurisdictional delineation report summarizing the results of the survey.

HI Bermuda Dunes, LLC, 42500 Washington Street Project
Bermuda Dunes, Riverside County, California

Mr. Villanueva prepared the biological resources assessment/Coachella Valley Multiple Species Habitat Conservation Plan

Kimley-Horn, Trojan Storage Project
Calabasas, Los Angeles County, California

As Senior Biologist and Project Manager, Mr. Villanueva oversaw the preparation of the jurisdictional delineation and biological resources assessment summarizing the results of the biological resources surveys conducted.

Winchester, Riverside County, California

As Senior Biologist and Project Manager, Mr. Villanueva oversaw biological resources surveys and the preparation of the biological resources assessment/MSHCP consistency analysis summarizing the results of the survey. Focused surveys conducted for the project included those for burrowing owl and a jurisdictional delineation. Mr. Villanueva also coordinated with the Riverside County Planning Department on the Habitat Acquisition and Negotiation Strategy (HANS).

ANT Holdings Group, Inc., Assessor's Parcel Number (APN) 430-100-015 Development Project
San Jacinto, Riverside County, California

As Senior Biologist, Mr. Villanueva oversaw biological resources surveys and the preparation of the biological resources assessment/MSHCP consistency analysis summarizing the results of the survey. Mr. Villanueva also prepared the burrowing owl survey report for the project. Focused surveys conducted for the project included those for burrowing owl and rare plants.

City of Menifee, Caliber Collision Paint and Autobody Repair Shop Project
Menifee, Riverside County, California

As Senior Biologist, Mr. Villanueva oversaw biological resources surveys and the preparation of the biological resources assessment/MSHCP consistency analysis summarizing the results of the survey. Mr. Villanueva also prepared the burrowing owl survey report for the project. Focused surveys conducted for the project included those for burrowing owl and rare plants.

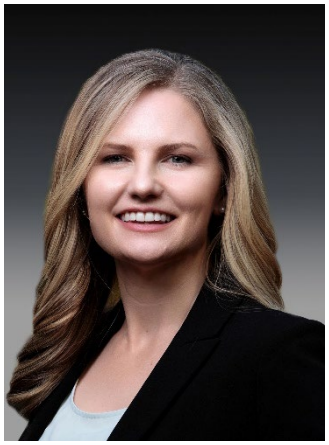
City of Menifee, Boulders Mixed-Use Project
Menifee, Riverside County, California

Mr. Villanueva oversaw biological resources surveys for the project and prepared a biological resources assessment/MSHCP consistency analysis summarizing the results of the biological resources surveys conducted. Focused surveys conducted for the project included those for burrowing owl, rare plants and fairy shrimp as well as a jurisdictional delineation.

JESSICA CORIA

ASSOCIATE/DIRECTOR OF AIR QUALITY AND CLIMATE CHANGE SERVICES

CONTRACT ROLE: AIR QUALITY SERVICES LEAD



EXPERTISE

- CEQA/NEPA
- Air Quality Analysis
- GHG Emission Analysis
- Climate Change Analysis
- Air Pollution Control Measures
- GHG Mitigation Measures
- Health Risk Assessment

EDUCATION

M.S., Environmental Science and Policy, Johns Hopkins University, Baltimore, 2019

B.A., International Relations: Global Environment, Health, and Natural Resources, University of California, Davis, 2015

PROFESSIONAL AFFILIATIONS

Association of Environmental Professionals (AEP)

Central Chapter AEP Board of Directors

RECENT PRESENTATIONS

APA Conference 2023: Climate Action Planning for Water Utilities

PROFESSIONAL RESPONSIBILITIES

With a decade of experience, Ms. Coria served as a Regional Program Manager at the San Joaquin Valley Air Pollution Control District (SJVAPCD) and as a consulting Senior Scientist prior to her current position at LSA. Her expertise includes regulatory compliance, air quality impact analysis per CEQA requirements, conducting health risk assessments, air dispersion modeling, sustainable project design, air pollution control measures, and GHG emission mitigation. She has extensive experience in project management, staff mentoring, and client relationships as well as comprehensive knowledge of CEQA requirements for air districts throughout California. Ms. Coria is experienced with the models and methods used to assess both air quality and GHG impacts. Her CEQA experience includes conducting technical evaluations and overseeing the preparation of air quality, GHG, and energy analysis for Specific Plans, General Plans, Climate Action Plans, and Housing Element Updates as well as mixed-use, commercial, residential, and industrial warehouse projects.

PROJECT EXPERIENCE

Ms. Coria conducts and oversees the preparation of air quality, GHG emissions and energy analyses that quantify the impacts of project-related construction and operational emissions and evaluate project impacts related to regional air pollution thresholds and global climate change. The reports describe the existing setting and regulatory context, quantify impacts, and recommend mitigation measures as appropriate.

Peer Review of IMTT Terminal Tank Project
Richmond, California

LSA is currently preparing the environmental impact assessment for the IMTT Terminal Tank Project, which involves the replacement and addition of several storage tanks at a bulk terminal facility in Richmond. Ms. Coria conducted a peer review of the technical studies related to air quality and climate change for the proposed project, including the criteria pollutant and GHG emissions analysis conducted for this project.

Stoneridge Mall Apartments Project Environmental Checklist
Pleasanton, California

Ms. Coria helped to prepare the environmental checklist for the PUD-136 – Stoneridge Mall Residential Project in Pleasanton, California. The project consists of 360 multifamily apartment units and related site improvements, including a new parking structure. As the Lead Air Quality Scientist, Ms. Coria led the air quality and GHG emissions modeling, reviewed and conducted the air quality and GHG emissions technical analyses, prepared the HRA used in the air quality analysis, oversaw and assisted in preparation of the energy analysis, and prepared the air quality and GHG emissions sections of the EIR.

General Plan Update, Zoning Code Amendments, and Climate Action Plan Program EIR
South San Francisco, California

Ms. Coria was part of the team that provided environmental services for the City of South San Francisco General Plan Update, Zoning Code Amendments, and Climate Action Plan Program EIR. The General Plan Update is a forward-looking document that will serve as the blueprint for the City of South San Francisco's vision through

the year 2040. The General Plan Update anticipates approximately 14,324 net new housing units and approximately 13,344 net new employment opportunities by 2040. The proposed General Plan Update will replace the 1999 General Plan and inform updates to the City's Zoning Ordinance. The Climate Action Plan includes a communitywide inventory of GHG emissions and identifies strategies and measures to reduce GHG emissions generated by existing and future uses in South San Francisco to achieve State-mandated targets. Ms. Coria performed the air quality and GHG emissions analysis.

Giovannoni Logistics Center EIR
American Canyon, California

Ms. Coria was part of the team that prepared an EIR for the Giovannoni Logistics Center project on 255.1 acres in American Canyon. The applicant (Buzz Oates Construction, Inc.) proposes to develop a 2.4-million-square-foot logistics center on approximately 208 acres, with the remaining 47.1 acres preserved as open space. Devlin Road and the Napa Valley Vine Trail would be extended through the project site to close the gap in these transportation facilities. The Giovannoni Logistics Center will cater to clients and customers in the e-commerce, wine, and food industries. Environmental issues include biological resources, cultural resources, air quality/GHG emissions, transportation, and noise. Ms. Coria performed the air quality and GHG emissions analysis.

Central Southeast Planning Area Specific Plan and Program EIR
Fresno, California

Ms. Coria helped prepare a Program EIR for the Central Southeast Planning Area Specific Plan in Fresno. The City of Fresno adopted a new General Plan that identifies priority infill areas for new investment and redevelopment. Over the next 4 years, the City will complete seven Specific Plans, including the Central Southeast Area Specific Plan (CSASP). The CSASP area is within the Roosevelt Community Plan Area, which was last updated in 1992 and was developed with primarily industrial and suburban land uses along several high-capacity transportation corridors, including Highway 180 East and Highway 41 South. Ms. Coria performed the air quality and GHG emissions analysis.

Barber Yard Specific Plan Project EIR
Chico, California

Ms. Coria was part of the team that prepared an EIR and supporting technical analyzes for the potential environmental effects of the proposed Barber Yard Specific Plan (BYSP), a comprehensive planning document that would establish specific guiding principles and strategy for development of a 133-acre area in Chico, as well as off-site improvements, including a stormwater detention pond and associated storm drain alignments and outfall in unincorporated Butte County. Formerly occupied by the Diamond Match Factory (1906–1975) and Louisiana-Pacific Corporation (1984–1989), the site is bounded by existing residential neighborhoods, the Union Pacific Railroad, and rural residential and agricultural uses. Ms. Coria performed the Air Quality and GHG Emissions Analysis.

Pleasanton Housing Element Update EIR
Pleasanton, California

As the Lead Air Quality Scientist, Mrs. Coria led the air quality and GHG emissions modeling, reviewed and conducted the air quality and GHG emissions technical analyses, prepared the HRA used in the air quality analysis, oversaw and assisted in the preparation of the energy analysis, and prepared the air quality and GHG emissions sections of the EIR for this Housing Element update project.

CARA CUNNINGHAM

ASSOCIATE ENVIRONMENTAL PLANNER

CONTRACT ROLE : AIR QUALITY/GHG COMPLIANCE

LSA

EXPERTISE

- CEQA Documents
- Environmental Analysis
- Air Quality Analysis
- Greenhouse Gas Emission Analysis
- Land Use Planning

EDUCATION

B.S., City and Regional Planning, Minor in Real Property Development, California Polytechnic State University, San Luis Obispo, 2015

PROFESSIONAL EXPERIENCE

Associate/Senior Environmental Planner, LSA, Clovis, California, June 2014–Present

Assistant Planner, San Luis Ranch, Coastal Community Builders, Pismo Beach, California, February 2015–June 2015

Housing Intern, County of San Luis Obispo, Spring 2014

Planning Intern, City of Clovis, Summer 2013

SPECIALIZED TRAINING

CEQA Case Law Update, 2016

Advanced CEQA Workshop, 2016

NEPA Essentials Workshop, 2016

PROFESSIONAL RESPONSIBILITIES

Ms. Cunningham is an Associate/Senior Environmental Planner and provides project management and technical assistance on a variety of planning and environmental documents, including Environmental Assessments, Initial Studies, and EIRs. Ms. Cunningham has been involved in residential and commercial development projects, road improvement projects, and program-level plans. She has a strong foundation in land use planning and is well versed in addressing impacts to air quality, energy, and greenhouse gas emissions. Ms. Cunningham is proficient with the use of air quality models, including the California Emissions Estimator Model.

PROJECT EXPERIENCE

First Industrial Realty Trust, Inc., First Lincoln Industrial Project
Banning, Riverside County, California

Ms. Cunningham provided air quality and greenhouse gas analysis for an IS/MND for a 118,786-square-foot warehouse on 6.45 gross acres in the City of Banning (DR-22-7003, TPM 22-4001, and ENV 22-1504). The project was consistent with the City of Banning's land use designation and zoning ordinance but required an Encroachment Permit from Caltrans District 8 for proposed improvements to State Route 243 along the project site frontage. Specific issues addressed in the IS/MND and Environmental Summary Memorandum included air quality and health risk, greenhouse gas emissions, hazards and hazardous materials, noise and vibration, transportation, cultural and biological resources, and cumulative impacts. The Banning City Council approved the IS/MND in May 2023.

Public Storage, Public Storage Fontana Redevelopment Project
Fontana, San Bernardino County, California

Ms. Cunningham provided air quality and greenhouse gas analysis as part of an IS/MND for the proposed redevelopment of the Fontana Public Storage facility at 17173 Valley Boulevard. The project included demolition of 16,454 square feet of self-storage and office space and construction of 109,566 square feet of new self-storage space on 5.33 acres. Specific issues addressed in the IS/MND and CEQA Consistency Report included air quality and health risk, greenhouse gas emissions, arboriculture, hazards and hazardous materials, noise and vibration, transportation, and cumulative impacts. The Fontana Planning Commission approved the IS/MND in August 2024.

City of Lake Forest, Nakase Nursery, Toll Brothers EIR
Lake Forest, California

Ms. Cunningham prepared the Air Quality, Energy, and Greenhouse Gas EIR sections for this project, which includes up to 675 single-family residential units (contained in five distinct neighborhoods); up to 101 senior affordable housing units; a proposed elementary school site; and over 28 acres of parks, open space, and habitat restoration area. Key issues evaluated in the EIR included traffic, air quality, greenhouse gas emissions, biological resources, hydrology and water quality, and the loss of agricultural land. LSA also assisted the City of Lake Forest with Native American consultation per Assembly Bill 52. The Lake Forest City Council certified the EIR and approved the project in January 2020.

City of Cypress, Cypress Town Center EIR
Cypress, California

Ms. Cunningham prepared the Air Quality, Energy, and Greenhouse Gas EIR sections for this project in Cypress, which involves the development of a multifamily residential community consisting of 135 dwelling units on a 7-acre parking lot within the City of Cypress's recently adopted Cypress Town Center and Commons Specific Plan. The project is a paseo-style community with a large central open space area and pool. Required discretionary approvals included a Vesting Tentative Tract Map and a Design Review Permit. Key environmental issues analyzed in the EIR included hydrology and traffic impacts. LSA completed the following technical analyses in support of the EIR: an air quality and greenhouse gas analysis, a biological resources analysis, a noise and vibration analysis, and cultural and paleontological resources analyses. LSA also completed a peer review of the traffic and circulation analysis prepared by the applicant's consultant. The Cypress City Council certified the EIR and approved the project in May 2021.

City of Huntington Beach, Bolsa Chica Senior Living Community Project
Huntington Beach, California

Ms. Cunningham prepared the Air Quality, Energy, and Greenhouse Gas EIR sections for the Bolsa Chica Senior Living Community facility, which consisted of 159 living units and on-site amenities located at 4952 and 4972 Warner Avenue in Huntington Beach. LSA prepared air quality/greenhouse gas/energy reports, a noise analysis, a cultural resources analysis, a paleontological analysis, and a transportation analysis along with the EIR. The project was approved in September 2023 and then was appealed in October 2023 and went through multiple public review processes where the City of Huntington Beach received many comments from concerned Huntington Beach residents. LSA prepared responses to public comments and revised the EIR based on City of Huntington Beach comments. After a lengthy review process, the project was approved in October 2024 with a 4-3 vote.

City of San Bruno Recreation and Aquatic Center Project EIR
San Bruno, California

On the basis of a preliminary Initial Study prepared by LSA, it was determined that a Focused EIR would be required to further evaluate the potentially significant impacts of the project. Ms. Cunningham assisted with the preparation of the Air Quality, Greenhouse Gas, and Noise sections of the EIR.

City of Long Beach, Fire Station No. 9
Long Beach, California

Ms. Cunningham prepared the Air Quality, Energy, and Greenhouse Gas EIR sections and related technical analyses in support of a new Fire Station No. 9 on a 0.4-acre property on Long Beach Boulevard. The project would construct a 12,656-square-foot, two-story fire station, including parking areas, a trash enclosure, a power transformer, landscaping, fencing, gates, and driveways. LSA prepared an Air Quality and Greenhouse Gas Emissions Analysis, a Noise Impact Analysis, a Trip Generation Memorandum, and a Historic Resources Evaluation for the project.

City of Long Beach, Climate Action and Adaptation Plan EIR Project
Long Beach, California

Ms. Cunningham prepared the Air Quality, Energy, and Greenhouse Gas EIR sections for the Climate Action and Adaptation Plan (CAAP) EIR Project. LSA assisted the City of Long Beach in the preparation of the EIR for its CAAP and Safety Element Update. The proposed project was the adoption of a CAAP and associated minor amendments to the General Plan Safety Element to recognize climate impacts and incorporate climate adaptation and resiliency strategies.

JOHN T. (J.T.) STEPHENS

PRINCIPAL / NOISE AND VIBRATION SPECIALIST

CONTRACT ROLE: NOISE AND VIBRATION TASK LEAD

LSA

EXPERTISE

- Noise and Vibration Analysis
- Interior Acoustics

EDUCATION

B.S., Acoustical Engineering, minor in Communications
Purdue University, West Lafayette, Indiana, 2004

PROFESSIONAL EXPERIENCE

LSA, Point Richmond, California

- Executive Vice President: 2024–Present
- Principal Noise Specialist: 2022–Present
- Associate Noise Specialist: 2018-2022
- Senior Noise Specialist: 2012–2017

Other Companies: 2003–2012

PROFESSIONAL CERTIFICATIONS

E.I.T. License No. ET30504764, 2005

PROFESSIONAL RESPONSIBILITIES

Mr. Stephens is a Principal Noise and Vibration Specialist and part of LSA's environmental technical staff. He is primarily responsible for the preparation of noise and vibration studies for a variety of projects. Mr. Stephens is proficient in the use of various traffic noise models, the Roadway Construction Noise Model (RCNM), the Aviation Environmental Design Tool (AEDT), SoundPLAN Noise Prediction Software, and INSUL, a noise prediction software for building façades and partitions. Mr. Stephens is also responsible for performing noise and vibration monitoring surveys using a variety of Larson-Davis sound level meters and accelerometers. Mr. Stephens has supported numerous controversial studies, some of which required Non-Disclosure Agreements, and has attended public meetings as a professional expert.

PROJECT EXPERIENCE

First Industrial Realty Trust, Inc., First Lincoln Industrial Project
Banning, Riverside County, California

Mr. Stephens served as the Noise and Vibration Technical Lead as part of an IS/MND for a 118,786-square-foot warehouse on 6.45 gross acres in the City of Banning (DR-22-7003, TPM 22-4001, and ENV 22-1504). The project was consistent with the City of Banning's land use designation and zoning ordinance but required an Encroachment Permit from Caltrans District 8 for proposed improvements to State Route 243 along the project site frontage. Specific issues addressed in the IS/MND and Environmental Summary Memorandum included air quality and health risk, greenhouse gas emissions, hazards and hazardous materials, noise and vibration, transportation, cultural and biological resources, and cumulative impacts. The Banning City Council approved the IS/MND in May 2023.

Public Storage, Public Storage Fontana Redevelopment Project
Fontana, San Bernardino County, California

Mr. Stephens served as the Noise and Vibration Technical Lead for the proposed redevelopment of the Fontana Public Storage facility at 17173 Valley Boulevard. The project included demolition of 16,454 square feet of self-storage and office space and construction of 109,566 square feet of new self-storage space on 5.33 acres. The Fontana Planning Commission approved the IS/MND in August 2024.

Chase Partners, LTD, Fontana Business Center 2 and Business Center 3 Industrial Projects
Fontana, San Bernardino County, California

Mr. Stephens served as the Noise and Vibration Technical Lead for the Class 32 (Sec. 15332) Categorical Exemption (CE) for Fontana Business Center 2 and Addendum to the Southwest Industrial Park Specific Plan EIR for Fontana Business Center 3. Both projects are warehouses, respectively 39,628 square feet and 35,505 square feet. In particular, the Fontana Business Center 3 warehouse project required a General Plan Amendment, Zone Change, and Specific Plan Amendment to annex the site into the Southwest Industrial Park Specific Plan. The Fontana Planning Commission approved the CE and Addendum in April 2024.

City of Fontana, Transwestern Boyle Avenue Warehouse Building 1 and Building 2 Projects
Fontana, San Bernardino County, California

Mr. Stephens served as Noise and Vibration Technical Lead for Building 1 and Class 32 (Sec. 15332) CE for Building 2. Both projects are warehouses, respectively 176,219 square feet and 76,562 square feet, proposed in accordance with the City of Fontana's land use designation and zoning ordinance. The Fontana Planning Commission approved the IS/MND and CE in August 2020.

City of Fontana, South Fontana Sports Park Addendum No. 2 to the Southwest Fontana Logistics Center Environmental Impact Report
Fontana, San Bernardino County, California

Mr. Stephens served as the Noise and Vibration Technical Lead of Addendum No. 2 for the Southwest Fontana Logistics Center EIR in support of the 18.2-acre Fontana Sports Park Project at the southeast corner of Cypress Avenue and Santa Ana Avenue in south Fontana. The project includes four lighted soccer/football fields with artificial turf, a tot lot, picnic areas, shade structures, restrooms, two concessions buildings, storage buildings, a surface parking lot, and perimeter fencing. The project site was initially analyzed programmatically under the Southwest Fontana Logistics Center EIR, and Addendum No. 2 was prepared to ensure development and operation of the proposed Sports Park would not generate impacts greater than those identified in the EIR. The Fontana Planning Commission approved the Addendum in November 2019.

City of Fontana, Monarch Hills Residential EIR Project
Fontana, San Bernardino County, California

Mr. Stephens served as the Noise and Vibration Technical Lead of the EIR for a 489-residential dwelling unit development within the North Fontana Conservation Program Area for the City of Fontana. The project included a General Plan Amendment, Municipal Code Amendment, and Zone Change. The Fontana City Council certified the EIR and approved the project in February 2019.

City of Fontana, Southwest Fontana Logistics Center EIR Project
Fontana, San Bernardino County, California

Mr. Stephens served as the Noise and Vibration Technical Lead of the Environmental Impact Report for a 1.6-million-square-foot warehouse facility and 17.45-acre community park. The project included a General Plan Amendment and Zone Change. The Fontana City Council certified the EIR and approved the project in February 2018.

City of Long Beach, General Plan Noise Element Update
Long Beach, California

Mr. Stephens served as the Technical Noise Lead for this project. Mr. Stephens discussed existing policies and plans with City staff to help refine the scope of work. As part of the technical analysis, a variety of noise measurements, both long-term 24-hour and short-term, were gathered to assess the existing noise environment. Mr. Stephens assisted with the development as well as the assessment of existing and future noise contours along the roadway network in the City, including rail, aircraft and stationary source activities. Mr. Stephens continues to work with City of Long Beach staff on refining policies for future developments.

California High-Speed Rail, Bakersfield to Palmdale (B-P) Corridor and Burbank to Los Angeles (B-LA) Corridor
Various Cities, California

Mr. Stephens is serving as the noise analysis lead for the Technical Noise Study, as well as for the noise section in the Draft and Final EIR/EIS. For both segments of the California High-Speed Rail. Mr. Stephens has attended public meetings to speak on behalf of the Authority and provide technical guidance for officials and stakeholders.

JASON LUI

ASSOCIATE / SENIOR NOISE SPECIALIST

CONTRACT ROLE: NOISE AND VIBRATION

EXPERTISE

- Noise and Vibration Analysis

EDUCATION

M.S., Environmental Studies, California State University, Fullerton, 2014

B.A., Environmental Analysis and Design, University of California, Irvine, 2002

PROFESSIONAL EXPERIENCE

Associate, LSA, Irvine, California, September 2002–Present

PROFESSIONAL CERTIFICATIONS/ REGISTRATIONS

Environmental Management Certification, University of California, Irvine

Federal Highway Administration Traffic Noise Model 2.5, Bowlby & Associates, Inc., Franklin, Tennessee

PROFESSIONAL RESPONSIBILITIES

Mr. Lui is an Associate/Senior Noise Specialist at LSA with 22 years of experience in environmental studies, specializing in noise and vibration analysis. He is responsible for preparing noise and vibration studies in accordance with procedures specified by State and local guidelines, as well as protocols for a variety of commercial, residential, industrial, and transportation projects. He is proficient in the use of the Federal Highway Administration (FHWA) Highway Traffic Noise Prediction Model (FHWA RD-77-108), Traffic Noise Model (TNM) 2.5, MicroStation, and GIS. He is also responsible for conducting noise level measurements using a variety of Larson Davis sound level meters.

PROJECT EXPERIENCE

First Industrial Realty Trust, Inc., First Lincoln Industrial Project
Banning, Riverside County, California

Mr. Lui provided Noise and Vibration analysis as part of an IS/MND for a 118,786-square-foot warehouse on 6.45 gross acres in the City of Banning (DR-22-7003, TPM 22-4001, and ENV 22-1504). The project was consistent with the City of Banning's land use designation and zoning ordinance but required an Encroachment Permit from Caltrans District 8 for proposed improvements to State Route 243 along the project site frontage. Specific issues addressed in the IS/MND and Environmental Summary Memorandum included air quality and health risk, greenhouse gas emissions, hazards and hazardous materials, noise and vibration, transportation, cultural and biological resources, and cumulative impacts. The Banning City Council approved the IS/MND in May 2023.

Northpoint Development, Sunset Crossroads Master Plan EIR
Banning, Riverside County, California

The Sunset Crossroads Project (Project) envisions the development of up to 268,400 square feet of medical office, professional office, education, recreation, and commercial uses, a travel center with refueling uses, and a 125-room hotel on 47.9-acres area; and up to 5,545,000 square feet of industrial uses (including up 330,000 square feet of cold storage uses) on 392.0 acres of the site. Mr. Lui provided Noise and Vibration analysis as part of the team that developed the EIR.

Sunwest Enterprises, Rancho Avenue Towns Project
Colton, California

Mr. Lui prepared a Noise Impact Analysis report for the development of 9 two-story multi-unit residential buildings on an undeveloped 4-acre site east of Rancho Avenue and south of Georgia Street in Colton, California.

Colton Emerald, LLC, Tentative Tract Map No. 20296 PROJECT
Colton, California

Mr. Lui prepared a Noise Impact Analysis report for the proposed development of 27 single-family residential units on a 2.95-acre site north of Fogg Street between 5th Street and La Cadena Drive in Colton, California. The proposed project would also include the construction of an effective 5.9 to 6.9 foot high masonry wall located along the eastern project boundary.

Lake Creek Industrial, Boyle East and West Warehouse Buildings Project
Fontana, California

Mr. Lui prepared a Noise and Vibration Impact Analysis memorandum for the development of two warehouse buildings in Fontana. The first warehouse building is an 88,944 sf warehouse building on a 4.01-acre lot, which includes approximately 9,000 sf of office space in the southwest corner of the building, employee parking along the southwestern and northern portions of the site, and freight truck dock doors located at the northwestern portion of the building facing west. The second warehouse building is a 94,219 sf warehouse building on a 4.4-acre site, which includes approximately 9,000 sf of office space in the southwest corner of the building, employee parking proposed along the western portion of the site, and freight truck dock doors located along the eastern side of the building.

Lebba, LLC, Slover-Juniper Industrial Building Project
Fontana, California

Mr. Lui prepared a Noise and Vibration Impact Analysis memorandum for the development of an approximately 41,000 sf warehouse building, of which 5,000 sf would be designated office space across two levels. The warehouse would include three freight truck loading docks and employee and trailer parking. The project would include off-site infrastructure improvements including installation of curbs, gutters, a sidewalk, landscaping, streetlights, and trees along the project site frontage of Juniper Avenue and Slover Avenue.

City of Fontana, Transwestern—Boyle Avenue Buildings 1 and 2 Project
Fontana, California

Mr. Lui prepared a Noise and Vibration Impact Analysis memorandum for the development of two warehouse buildings in Fontana. The first warehouse building is a 176,219 sf logistics/distribution warehouse building, of which approximately 12,000 sf would be office space. The second warehouse building is a 76,562 sf warehouse building, of which 8,066 sf would be office space. The project would include off-site infrastructure improvements that widen Juniper Avenue to the General Plan standard for a Collector Street and would install curbs, gutters, a sidewalk, landscaping, and streetlights and trees along Juniper Avenue north of Boyle Avenue.

City of Fontana, XTRA Trailer Leasing Project
Fontana, California

Mr. Lui prepared a Noise and Vibration Impact Analysis report for the XTRA Trailer Leasing Project in Fontana. The project would pave, landscape, and improve parking on an existing 8-acre site that comprises two existing parcels and is currently developed with two buildings, a trailer parking area, and fuel pumps. Sales, operations, and clerical staff functions would be conducted within the two-story office building. The second building is a maintenance building with four bays where preventive maintenance would be conducted. The existing on-site structures would accommodate the proposed motor vehicle sale business (trailer lease/rental).

First Industrial, First Elm Logistics Warehouse Project
Fontana, California

Mr. Lui prepared a Noise and Vibration Impact Analysis memorandum for the demolition of 2,090 (+/-) square feet of existing on-site residential structures along with gravel and pavement areas and the construction and operation of an approximately 85,219 sf high-cube warehouse on 5.13 acres located at 10407 Elm Avenue in Fontana. The project includes 5,000 sf of office uses split between the first and second floors.

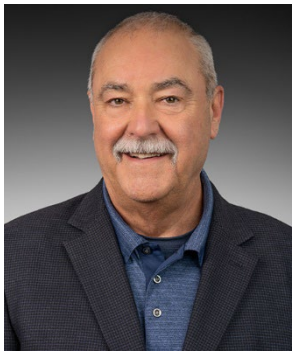
First Industrial, First Lincoln Industrial Project
Fontana, California

Mr. Lui prepared a Noise and Vibration Impact Analysis memorandum for the First Lincoln Industrial Project. The project would construct a 118,786 square foot industrial warehouse building, of which 10,000 square feet would be designated office space across two levels. The project would include 25 freight truck loading docks and employee and trailer parking.

LLOYD SAMPLE

PRINCIPAL / ARCHAEOLOGICAL AND PALEONTOLOGICAL RESOURCES

CONTRACT ROLE: CULTURAL RESOURCES TASK LEAD



EXPERTISE

- Paleontological and Archaeological Monitoring Coordinator
- Developer/Construction Management Liaison

PROFESSIONAL EXPERIENCE

Safety Officer and Principal for Archaeology and Paleontology, LSA, California, February 1995–Present

Other Companies 1974-195

PROFESSIONAL AFFILIATIONS

Society of Vertebrate Paleontology

TEACHING/ PRESENTATIONS

Paleontology and Cultural Resources Training, presented to various State and local entities, as well as to construction team staff

"A New Flora and Fauna, The El Casco Collection" (Poster Presentation), Society of Vertebrate Paleontology Annual Meeting, Los Angeles, 2013

"'A Better Mouse Trap' Using New Materials to Improve Bulk Matrix Processing," Society of Vertebrate Paleontology Annual Meeting, Ottawa, Canada, 2006

PROFESSIONAL RESPONSIBILITIES

Mr. Sample serves as LSA's Principal in charge of LSA's Cultural Resources and Paleontological group. His duties include but are not limited to paleontological and archaeological monitoring coordinator, and liaison with developers/construction management. He directs staff on multiple concurrent projects. Mr. Sample is responsible for coordinating compliance monitoring; directing fossil salvage operations before and during earth-disturbing activities, overseeing the analysis, preparation and curation of cultural and paleontological resources, the collection of contextual geologic data, mapping cultural and paleontological resources; and for Principal QA/QC of project memoranda and reports. Mr. Sample also designs and sets up cultural and paleontological interpretive exhibits for private and public clients. Mr. Sample has more 31 years of experience, with 29 of those years at LSA.

PROJECT EXPERIENCE

RCTC, On-Call Environmental Services
Riverside County, California

Mr. Sample serves as Monitoring Coordinator for the Riverside County Transportation Commission (RCTC) on-call contract. Mr. Sample provided paleontological construction monitoring and a Paleontological Mitigation Report for Task Order 1 for the SR-74/I-215 Interchange Project. In addition, Mr. Sample provided paleontological training for construction workers and provided monitors for the installation of the environmentally sensitive area fencing for Task Order 5 for the I-215 Widening Project from Scott Road to Nuevo Road and the Liston Brick site. This on call relationship continues into 2025.

County of Orange, La Pata Avenue Gap Closure Project
Orange County, California

During grading activities for the La Pata Avenue Gap Closure Project, Mr. Sample served as Monitoring Coordinator for Hill International, directing monitors' duties when ground-disturbing activities occurred in sensitive sediments. This OC Public Works project constructed La Pata Avenue from Ortega Highway through to San Clemente. The most notable fossils recovered during the project are a Miocene walrus and the lower jaw of an extinct member of the baleen whale family from the 10-million-year-old from the Capistrano Formation. The recovery of fossil specimens was completed without delaying the project schedule. The paleontological discoveries were highlighted in the *Orange County Register* article "Digging for New Road Uncovers History: Fossils, Trash, and Pepsi Cans."

Caltrans District 12 On-Call Environmental Services (Contract No. 12A1655)
Orange County, California

LSA began work on the Caltrans District 12 On-Call Environmental Services contract (Contract No. 12A1655) in October 2016 and provided environmental services on 61 task orders issued to date. The task order services LSA is providing include preparing environmental technical studies and environmental documents to evaluate potential project impacts on cultural and paleontological resources and biological resources, environmental

compliance for CEQA and NEPA, and Native American consultation to comply with Assembly Bill 52 and Section 106. LSA is also providing construction-monitoring services for biological, cultural, and paleontological resources. Projects under this on-call contract include the SR-74 Safety Improvements Project Initial Study/Environmental Assessment (which would widen 5 miles of SR-74 from before San Juan Hot Springs Road to the Orange County/Riverside County line), Lower SR-74 Improvement Project Environmental Impact Report/Environmental Assessment (which would widen SR-74 for 1 mile from Calle Entradero to east of the San Juan Capistrano city limits/Orange County line). Mr. Sample has overseen paleontological and archaeological fieldwork and reporting for the projects under this on-call contract.

Caltrans—County of Orange, SR-133 Realignment, Laguna Canyon Road
Orange County, California

As Paleontological/Archaeological Project Manager and Monitoring Coordinator, Mr. Sample directed the monitors on a full-time basis when ground-disturbing activities occurred in sensitive sediments during the SR-133 Realignment. These sediments consisted of the Sespe/Vaqueros Formation and Quaternary Alluvium. Mr. Sample conducted identification and recovery of various fossilized vertebrate remains. During laboratory analysis, Mr. Sample prepared numerous cetacean skull specimens with zip scribes.

SCE, El Casco Substation Project
Beaumont and Banning, California

Mr. Sample coordinated monitoring, salvage, and laboratory tasks for the project in San Timoteo Canyon, west of Beaumont. LSA managed and directed cultural resources assessments of multiple substations and reconductor line alternatives in Riverside and San Bernardino Counties as part of SCE's El Casco Substation System Project. LSA was also contracted to provide paleontological monitoring for 8 months of construction excavation, which Mr. Sample oversaw. The paleontological resource monitoring program recovered very comprehensive fauna and flora from the El Casco Substation location, the most complete fossil assemblage from the San Timoteo Badlands. A total of 240,000 cubic yards of fossiliferous sediments were disturbed. Salvage by monitors and screen washing of sediments recovered approximately 2,800 plants, 1,000 invertebrates, and 12,000 vertebrates, for an approximate total of 15,800 specimens.

Irvine Company, Planning Areas 1, 4, 5, 6, 8, 9, 17, 18, 27, 39, 40, and 50
Irvine, California

As Project Manager and Monitoring Coordinator for archaeology and paleontology, Mr. Sample directs the monitors on a full-time basis when ground-disturbing activities take place in sensitive sediments for Irvine Company properties. Sensitive bedrock consisting of the Puente, Capistrano, Monterey, Vaqueros and Silverado Formations have been encountered during development of future home sites, parks, and school sites. Various marine and terrestrial plant and animal remains, such as cetacean skulls (Odontoceti and Mysticeti) and associated postcranial material, have been recovered, identified in the field, and salvaged for future preparation and analysis. Invertebrates that were also collected included bivalves, gastropods, and sand dollars. (LSA is the sole source archaeological and paleontological consultant for the Irvine Company.) This sole source, on call relationship continues into 2024.

Caltrans District 12, SR-73 Slope-Repair Project
Laguna Niguel, California

Mr. Sample coordinated paleontological monitoring and lab operations during all construction activities at Post Mile 12.5, Stations 559+00 to 561+00, in Laguna Niguel, to identify and recover paleontological materials that may be encountered during the SR-73 Slope-Repair Project. LSA paleontological monitors recovered fossils of marine mammal bone fragments and chemotropic endosymbiont bivalves, and a partial fish skeleton.

IVAN STRUDWICK, RPA

ASSOCIATE ARCHAEOLOGIST

CONTRACT ROLE : ARCHEOLOGIST/TRIBAL RESOURCES

EXPERTISE

- Prehistoric Archaeology
- Prehistoric Artifact and Marine Shell Identification
- Circular Shell Fishhooks
- Cultural Resource Management

EDUCATION

M.A., Anthropology, Specializing in Archaeology, Magna Cum Laude, California State University, Long Beach, 1986

B.A., Anthropology, California State University, Long Beach, 1981

PROFESSIONAL EXPERIENCE

Associate/Archaeologist, LSA, Irvine, California, 1994–Present

Project Archaeologist and Field Director, Gallegos & Associates, 1991–1994

Field Director for Crowder Canyon and Assistant Field Director for Las Flores Ranch, Chambers Group, 1990–1991

PROFESSIONAL CERTIFICATIONS/ REGISTRATIONS

Register of Professional Archaeologists (RPA No. 10350)

Professionally Listed Archaeologist for the Counties of Orange, Riverside, San Diego, and Santa Barbara

PROFESSIONAL RESPONSIBILITIES

Mr. Strudwick has 44 years of archaeological experience throughout California. He has conducted and managed all phases of archaeological projects, including fieldwork, laboratory analysis, research, and report writing. His duties include project design and proposal preparation for assessments, surveys, testing, and data recovery mitigation; personnel supervision; and report write-up, resource evaluation, and recommendations. Mr. Strudwick also serves as LSA's primary field and laboratory director and has directed excavations with field crews of over 80 individuals. Additionally, Mr. Strudwick has worked as the Native American coordinator for extensive multiyear projects. During a professional career spanning over four decades, Mr. Strudwick has conducted archaeological projects in Alameda, Del Norte, Humboldt, Imperial, Kern, Lake, Los Angeles, Mendocino, Monterey, Napa, Orange, Riverside, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, San Bernardino, Santa Clara, Santa Cruz, Tehama, and Ventura Counties, as well as on three of the Channel Islands (Santa Catalina, San Clemente, and San Nicolas). Mr. Strudwick was the field director and primary report author for the first cultural resource management project ever awarded for San Clemente Island. Additionally, he has numerous professional publications in peer-reviewed scientific journals. The extent of Mr. Strudwick's experience conducting and managing both small and large archaeological projects and coordinating with Native Americans gives him unique perspective and ability in relation to cultural resource management.

PROJECT EXPERIENCE

City of Long Beach, Belmont Plaza Pool Replacement Project, Long Beach, California

Mr. Strudwick conducted record searches and surveys for Archaeological Survey Reports and Historic Property Survey Reports for the preparation of an EIR for the Belmont Plaza Pool Replacement Project. Belmont Pool hosted the 1968 and 1976 United States Olympics swimming trials. After the 1968 trials, the pool was opened to the public for recreation purposes. This facility was closed to the public in January 2013 because of substandard seismic and structural conditions and was demolished in February 2015 because it was determined to be an imminent threat to public safety. The project replaces the previous facility with a new, modern pool complex that includes indoor and outdoor pool components for both recreational and competitive aquatic events. LSA prepared technical studies in support of the project, including air quality/greenhouse gas emission, biological, cultural, noise, and traffic analyses. The EIR was certified in May 2017. In 2020, LSA prepared an Addendum to the Belmont Pool Final EIR that was necessitated due to minor project design changes.

City of Huntington Beach, Bolsa Chica Senior Living Community Project, Huntington Beach, California

LSA assisted the City of Huntington Beach in the preparation of an EIR for the Bolsa Chica Senior Living Community facility which consisted of 159 living units and on-site amenities located at 4952 and 4972 Warner Avenue in Huntington Beach. LSA prepared air quality/greenhouse gas/energy reports, a noise analysis, a transportation analysis, along with third-party review of a

previously prepared cultural/paleontological resource document, and the project EIR. Mr. Strudwick conducted the third-party archaeological review.

The project was approved in September 2023 but was appealed in October 2023, after which it underwent multiple public reviews, and the City received many comments from concerned Huntington Beach residents. LSA prepared responses to public comments and revised the EIR based on City review. The project was approved in October 2024.

Newport Banning Ranch, LLC, Banning Ranch Property Assessment, Newport Beach, California

In 2008, Mr. Strudwick was responsible for conducting a record search and survey of the 403-acre Banning Ranch in Newport Beach for Newport Banning Ranch, LLC. The project included a status report of 11 cultural resources, including seven prehistoric sites, three historic sites, and one combination prehistoric/historic site. The historic sites included a circa 1910s to 1920s trash deposit of Japanese cultural affiliation that may have been associated with the use of the area for "truck" or dry farming. A site of national significance was identified during this project: the Costa Mesa Tactical Battery. This facility was the southernmost of eight World War II Los Angeles Harbor Gun emplacements that existed along the coast between Santa Barbara and Newport Beach. It was at this site where Panama gun mounts were constructed for three large, 155-mm M1918A1 Grande Puissance Filloux guns used to guard Los Angeles from the threat of foreign invasion during World War II. The site was confirmed through aerial photographs and identification of the actual mount mechanism with plans obtained from Fort MacArthur. The report recommended additional research, including testing, in order to identify the extent and use, prehistoric and historic, for the various sites within the property.

Pelican Hill Golf Course Overhead Fence Project, Orange County, California

In 2021–2022, Mr. Strudwick conducted and prepared the CEQA-level archaeological assessment of the Pelican Hill Golf Course Fence Project, which consisted of the replacement of a 485-linear-foot-long overhead protective fence along a trail in Crystal Cove State Park adjacent to the southern (coastal) side of the 12th hole of the Pelican Hill Golf Club's South Course. The project, conducted for The Irvine Company, was in the Cameo Shores portion of Newport Coast, just east of Corona del Mar, and included a record search, survey, and descriptive report of the fence area, all conducted by Mr. Strudwick, which identified archaeological sites at both ends of the fence area and an adjacent archaeological district (the 2,791-acre, 31-site Crystal Cove Archaeological District). All work was reviewed by California Department of Parks and Recreation (DPR) Associate State Archaeologist Joe Fayer. The work resulted in a monitoring recommendation to avoid impacts to potential recorded resources during fence replacement. In 2022, Mr. Strudwick directed monitoring and prepared a monitoring report describing the results of the fence replacement project, which avoided impacts to the adjacent recorded archaeological resources. Monitoring work was also reviewed by California DPR Associate State Archaeologist Joe Fayer.

California Department of Parks and Recreation, El Morro Elementary School Expansion Project, San Joaquin Hills, California

As part of a land swap between the State Department of Parks and Recreation and the Irvine Company, Mr. Strudwick directed a cultural resource survey and archaeological site testing at Crystal Cove State Park in the San Joaquin Hills for the proposed expansion of El Morro Elementary School. The California DPR donated 5 acres along the Pacific Coast Highway near El Morro Elementary School in Laguna Beach for the school expansion in exchange for 35 acres along the crest of the San Joaquin Hills, south of the SR-73 Toll Road. The project included a survey of both parcels and a boundary test of previously recorded site CA-ORA-280, near Pacific Coast Highway and the school. However, previously unrecorded archaeological site CA-ORA-1482 was found during the survey of the 5-acre parcel, resulting in a surface collection and excavation of backhoe trenches, shovel test pits, and 1 x 1-meter (3.3 x 3.3-foot) units at CA-ORA-1482. Work was conducted with the guidance of Juaneño Native American Monitor Joyce Perry, who was present during all excavation.

CASEY TIBBET

ASSOCIATE / HISTORIAN / ARCHITECTURAL HISTORIAN

CONTRACT ROLE : ARCHITECTURAL HISTORIAN

EXPERTISE

- Historic Preservation Planning
- Field Survey/Recording
- Historic Research
- CEQA/NEPA Evaluations and Compliance
- Caltrans Compliance
- USACE Compliance
- Findings of Effect
- National Register Nominations
- Historic Preservation Certification Part 1 and 2 Tax Credit Applications
- City Planning

EDUCATION

M.A., History (Historic Preservation), University of California, Riverside, 2005

B.A., Political Science, University of California, Riverside, 1987

PROFESSIONAL EXPERIENCE

Associate and Cultural Resources Group Leader, LSA, Riverside, California, 2005–Present

Historian/Architectural Historian, CRM TECH Riverside, California, 2003–2005

Associate Planner, City of Riverside, Riverside, California, 1990–2003

PROFESSIONAL AFFILIATIONS

Society of Architectural Historians California Preservation Foundation

PROFESSIONAL RESPONSIBILITIES

Ms. Tibbet has been practicing architectural history in southern California since 1997, first as part of her responsibilities as a city planner and later (2005) as a full-time architectural historian. She meets the Secretary of the Interior's Professional Qualification Standards as a Historian and Architectural Historian and has extensive experience with field recording/survey work; historic research; oral interviews; preparation of historic context statements, significance evaluations, DPR 523 forms, and cultural resources reports in compliance with CEQA and NEPA regulations, Caltrans requirements for CEQA and NEPA, and USACE requirements for NEPA. She has also written cultural resources ordinances. Ms. Tibbet has worked as the on-call preservation consultant for various cities and has surveyed and evaluated thousands of built environment resources including water conveyance systems, railroad lines, roadways, fairgrounds, and buildings in rural and urban settings and has authored or contributed to hundreds of cultural resources reports. As a Riverside city planner, she was responsible for completion of Community Development Block Grant (CDBG) environmental reviews in compliance with HUD, NEPA, and Section 106 requirements, as well as processing of development applications and code amendments per CEQA regulations; EIR and EIS reviews; preparation of specific plans and the Housing Element; and participation in numerous planning-related special projects committees involving a wide variety of stakeholders. She also has considerable public counter experience.

PROJECT EXPERIENCE

City of Riverside, On-Call Preservation Consultant
Riverside, Riverside County, California

Ms. Tibbet acted as the City of Riverside's on-call preservation consultant for one year. During that time, she routinely fielded questions from City staff regarding preservation issues and prepared cultural resources assessments for various projects.

Caltrans, Colton Crossing Rail to Rail Grade Separation Project Historical Resources Evaluation Report
Colton, Riverside County, California

Ms. Tibbet served as the Principal Architectural Historian for a historic resources evaluation of two railroads and associated features, as well as suburban properties within the City of Colton, including South Colton, which was examined as a potential historic district for its identity as an ethnic neighborhood. This study was completed in accordance with the Section 106 and CEQA processes for Caltrans District 8.

Caltrans and City of Colton, Colton Bridges
Colton, Riverside County, California

This project was a Caltrans Local Assistance project within the City of Colton. It involved the seismic retrofit of eight bridges that were eligible for replacement under the Federal Highway Bridge Program. Four of the bridges required documentation and evaluation. Historic Property Survey Reports, and Bridge Evaluation Short Forms were completed and submitted to Caltrans District 8. None of the bridges was determined eligible for listing in the

AWARDS/HONORS

2018 Category Winner for Comprehensive Plan—Small Jurisdiction for City of Redlands Comprehensive General Plan Update, APA Inland Empire Chapter

2017 Los Angeles Conservancy's Chairman's Award for SurveyLA, the Los Angeles Historic Resources Survey

National Register of Historic Places or the California Register of Historical Resources.

Caltrans, I-215/Barton Road Interchange Improvement Project
Colton and Grand Terrace, San Bernardino County, California

Ms. Tibbet served as the Principal Architectural Historian for a historic resources evaluation that included suburban residential and commercial properties, segments of two railroad lines including bridges, and a power plant within the project's Area of Potential Effects. The project proposed realignment of the freeway on-ramps and off-ramps, storm water treatment devices, potential sound barriers, drainage facility modifications, utility relocations, traffic signal modifications, replacement landscaping, Class II bicycle lanes, and replacement of the Barton Road overcrossing, as well as improvements to local streets and intersections. A Historic Property Survey Report was completed in accordance with the Section 106 and CEQA processes for Caltrans District 8.

City of Fontana, Southwestern Fontana Logistics Center Project
Fontana, San Bernardino County, California

Ms. Tibbet provided supervision and peer review for the cultural resources assessment for this project that proposed the development of two industrial warehouse buildings on a 73.29-acre site located immediately east of the Southwest Industrial Park Specific Plan, south of Santa Ana Avenue, north of Jurupa Avenue, east of Oleander Avenue, and west of Cypress Avenue. The report was prepared in compliance with CEQA as part of the City's environmental review process.

City of Fontana, Transwestern Boyle Avenue Buildings
Fontana, San Bernardino County, California

Ms. Tibbet completed archival research, an intensive-level field survey, and documentation and evaluation of two historic-period buildings in the project area. The project was completed in compliance with CEQA as part of the City's environmental review process.

City of Pomona, On-Call Preservation Consultant
Pomona, Los Angeles County, California

Ms. Tibbet was retained by the City of Pomona to provide on-call historic preservation services. During that time, she routinely fielded questions from City staff regarding preservation issues and prepared cultural resources assessments for various projects.

City of Redlands, Safety Hall and Courthouse Demolition
Redlands, San Bernardino County, California

Under contract to the City of Redlands, LSA prepared an IS/MND and technical studies for the demolition of the on-site Safety Hall and Courthouse buildings located at 212 and 216 Brookside Avenue and General Plan and Zoning amendments to facilitate future development. As part of this process, Ms. Tibbet co-authored the cultural resources assessment and evaluated the property for historical significance using the California Register of Historical Resources and local criteria.

Caltrans, San Timoteo Canyon Schoolhouse Finding of Effect
San Bernardino County, California

Ms. Tibbet served as the Principal Architectural Historian for a Finding of Effect (FOE) that addressed the potential adverse effects of the installation of a bike lane and other improvements adjacent to this National Register-listed schoolhouse. The findings were based on the Secretary of the Interior's Standards for the Treatment of Historic Properties and the FOE was prepared in accordance with the provisions of the Caltrans Section 106 Programmatic Agreement and was submitted for review to Caltrans District 8. There were no key challenges.

KELLY VREELAND, M.S.C.

SENIOR PALEONTOLOGIST

CONTRACT ROLE: PALEONTOLOGICAL RESOURCES

LSA

EXPERTISE

- Paleontological Resource Monitoring
- Fossil Collection, Salvage, Identification, and Curation
- Paleontological Mitigation Reports
- Federal, State, and Local Laws, Ordinances, Regulations, and Standards (LORS) Regarding Paleontological Resources

EDUCATION

California State University, Fullerton, M.Sc., Geology, 2014.

California State University, Fullerton, B.Sc., Geology, 2010.

PROFESSIONAL EXPERIENCE

Senior Paleontologist, LSA, Irvine, California, November 2023–Present.

Principal Investigator for Paleontology, Cogstone Resource Management, Orange, California, September 2020–November 2023.

Paleontological Monitor, LSA, Irvine, California, September 2015–Present.

Graduate Student Researcher, Department of Geological Sciences, California State University, Fullerton, January 2012–May 2014.

PROFESSIONAL RESPONSIBILITIES

Ms. Vreeland is a paleontologist at LSA. Her field and laboratory experience includes fieldwork and research projects throughout California and Nevada, as well as conducting fieldwork and surficial geologic mapping in Montana. She earned her Master of Science in Geology from California State University, Fullerton, in 2014, where she focused her research in invertebrate paleontology and paleoecology. Her coursework and research at California State University, Fullerton provided her with a strong knowledge of both the geology and the paleontology of the Southern California region.

PROJECT EXPERIENCE

Overland Cherry Valley Project , Riverside County, California

Ms. Vreeland assisted with a cultural resources assessment to determine the potential impacts to cultural resources during the construction of two drive-through restaurants totaling 5,384 square feet, a gas service station with convenience store and car wash, and 7,709 square feet of commercial retail space. Additionally, Ms. Vreeland prepared a Paleontological Resources Impact Mitigation Program (PRIMP) to provide a management plan for paleontological resources for the project. The study was completed in compliance with the California Environmental Quality Act (CEQA) with the County of Riverside acting as the lead agency.

Harley Knox Industrial Development Project City of Perris, Riverside County, California

Ms. Vreeland assisted with the preparation of a cultural and paleontological resources assessment to determine the potential impacts to cultural and paleontological resources during the ground-disturbing activities associated with the construction of a 143,168 square foot industrial building with associated landscaping, parking, and drive aisles. Cultural and paleontological records searches, background research, a Sacred Lands File search from the Native American Heritage Commission (NAHC), an intensive-level pedestrian survey, and preparation of a Cultural and Paleontological Resources Assessment Report were completed. The study was completed in compliance with the California Environmental Quality Act (CEQA) with the City of Perris acting as the lead agency.

Rose Hill Courts Redevelopment Project, City of Los Angeles, Los Angeles County, CA.

Ms. Vreeland prepared the Paleontological Resources Impact Mitigation Program for the project. Paleontological resources monitoring was conducted during the proposed demolition of 15 buildings with 100 existing public housing units and the construction of 185 new multi-family units contained within nine buildings, a 6,366 square-foot office/community building, and 174 parking spaces. Ms. Vreeland prepared a Paleontological Resource Monitoring Compliance Report following the completion of ground disturbance for the project. Paleontology Supervisor.

Los Angeles County Museum of Art (LACMA) Building for the Permanent Collection Project, City of Los Angeles, Los Angeles County, California

Ms. Vreeland assisted with paleontological resources monitoring and fossil recovery during construction of a 347,500 gross square foot Museum Building,

which will replace four buildings (Ahmanson Building, Hammer Building, the Art of Americas Building, and the Bing Center) within LACMA East. The new building will be approximately 45,371 square feet smaller and the outdoor experience will be enhanced by including new outdoor landscaped plazas, public programming and educational spaces, sculpture gardens, and native and drought-tolerant plants will be integrated with the Museum Building and within Hancock Park. Paleontology Supervisor.

Eureka Grove Project
Granite Bay, Placer County, California
Provided paleontological resources consulting services in compliance with the California Environmental Quality Act (CEQA). These services included a Paleontological Monitoring and Mitigation Program (PMMP) prior to construction, preparation of a Workers Environmental Awareness Training (WEAP) for paleontological resources, one in-person training for all construction personnel, paleontological monitoring during construction, and the preparation of a Paleontological Resources Monitoring Compliance Report. Placer County acted as lead agency under CEQA. Paleontology Supervisor

Hilltop and Euclid Mixed-Use Project
City of San Diego, San Diego County, California
Ms. Vreeland provided paleontological resources monitoring during excavations for the proposed construction of 20 single-family residences, 27 two-story townhome residences, 113 affordable apartment units, a parking garage, and approximately 8,300 square feet of commercial space. No paleontological resources were identified during excavation and a Paleontological Resources Monitoring Compliance Report was completed at the conclusion of ground disturbance for the project. Paleontology Supervisor.

Los Angeles World Airports (LAWA) Ongoing Technical Support for Environmental, Mitigation Reporting, and Sustainability Issues Associated with LAWA Construction Projects, Los Angeles International Airport (LAX), Los Angeles County, California
Ms. Vreeland served as Paleontology Supervisor and helped prepare and present a paleontological Workers Environmental Awareness Program (WEAP) training and conducted and supervised paleontological resources monitoring during construction activities for six task orders. Upon completion of monitoring for each project, Paleontological Resources Monitoring Compliance Reports were prepared. The City of Los Angeles acted as lead agency for the project. Paleontology Supervisor.

Jehovah's Witnesses, Kingdom Halls Project
Lake Forest, California
LSA conducted environmental technical studies for Kingdom Halls Project in Lake Forest. The project would involve the construction of two single-story buildings for religious purposes along with associated parking. The 2.59-acre property will be divided into two lots, creating one 0.94-acre lot for the Southern California Gas Company (which currently has utilities on the property) and one 1.65-acre lot for the proposed Kingdom Halls. The project would include an amendment to the City of Lake Forest General Plan Land Use Map, from Transportation Corridor to Public Facility, and would change the Zoning Map from A-1 (agriculture) to Community Commercial, which would allow for place-of-worship uses. Development of this project would include grading, installation of wet and dry utilities, and landscaping. Ms. Vreeland prepared the Paleontological Resources Mitigation Program for the project.

Placer Retirement Residence Project
Placer County, California
Ms. Vreeland supervised paleontological monitoring services for ground-disturbing activities that may include site excavation and grading, footing excavations, utility trenching, and any other tasks as required for the development of a residential care home for seniors. The facility will consisted of a single, three-story building, containing 145 residential suites with a building footprint of approximately 50,855 square feet and a total building area of approximately 129,505 square feet. At the conclusion of ground disturbance, Ms. Vreeland prepared a Paleontological Resources Monitoring Compliance Report for the project.

PAM READING

PRINCIPAL ENVIRONMENTAL PLANNER

CONTRACT ROLE: WATER QUALITY/HYDROLOGY

LSA

EXPERTISE

- CEQA/NEPA Planning and Analysis
- Land Use Planning
- Natural Resource Management
- Water Quality
- NEPA & CEQA Agricultural Land Evaluations and Site Assessments

EDUCATION

M.S., Hydrology & Watershed Management. Yale University, School of Forestry & Environmental Studies, New Haven, Connecticut

B.A. (Magna Cum Laude), Environmental Studies/ Political Science, University of Vermont, Burlington, Vermont

PROFESSIONAL EXPERIENCE

Principal and Environmental Planner, LSA, San Luis Obispo, California, 2008–Present

Environmental Planner, LSA San Luis Obispo, California, 2006–2008

Assistant Environmental Planner, LSA San Luis Obispo, California, 2004–2006

Program Director, Jackson Hole Conservation Alliance, Jackson, Wyoming, 1994–2003

Community Planning Director, Jackson Hole Conservation Alliance, Jackson, Wyoming, 1993–1994

Research Associate, Northern Rockies Conservation

Cooperative, Jackson, Wyoming, 1992–2004

PROFESSIONAL RESPONSIBILITIES

Ms. Reading is one of LSA's Environmental Planning Principals with a particular expertise in hydrology and water quality. Ms. Reading has been providing environmental planning services throughout California for the past 20 years. Ms. Reading specializes in working with public agencies to complete land development and transportation/infrastructure-oriented projects. She also serves as Principal and Project Manager for the preparation of a variety of documents pursuant to CEQA/NEPA, including ISs, MNDs, EIRs, PEARs, EAs, and EISs. In addition, Ms. Reading oversees LSA's in-house water quality work. In this capacity, she prepares and/or oversees the preparation of CEQA/NEPA technical water quality reports and analyses. She has served as a contract planner for cities and utilities on the central coast. In this capacity, Ms. Reading conducts analyses, prepares documents, and makes presentations to advisory and elected bodies about proposed projects.

PROJECT EXPERIENCE

City of Colton Pre-Qualified Short List of Environmental Consultants
Colton, San Bernardino County, California

Ms. Reading is the Principal in Charge for LSA's contract with the City of Colton for Environmental Consulting Services. Most recently, Ms. Reading was the Principal in Charge and oversaw the preparation of an Environmental Impact Report for the Reche Canyon Plaza Project. The project includes the development of approximately 18,124 square feet of local-serving commercial uses along Reche Canyon Drive in Colton. The project requires a Specific Plan Amendment to change the existing land use designation of the project site from "Estate Density" to "Commercial" and a General Plan Amendment to change the existing land use designation of an off-site parcel to allow for residential development to prevent a net loss of residential capacity within the city in compliance with SB 330 requirements.

City of Lake Forest On-Call for Environmental Consultant Services
Lake Forest, Orange County, California

Ms. Reading is the Principal in Charge and Water Quality Specialist for LSA's contract for On-Call Environmental Consultant Services with the City of Lake Forest. Under the City's On-Call Contract, Ms. Reading is serving as the Principal in Charge and Water Quality Specialist for the preparation of an Environmental Impact Report for the IPT Enterprise Business Center Warehouse/Manufacturing Project, and Environmental Impact Report for two Western Realco Warehouse/Manufacturing Projects, a Categorical Exemption for a Nature Trail Connection Project, and the Peer Review of the City's Updated Noise Ordinance.

City of Rancho Cucamonga On Call CEQA Consulting Services
Rancho Cucamonga, San Bernardino County, California

Ms. Reading was the Principal in Charge and primary contact for LSA's contract for On-Call Environmental CEQA Consulting Services with the City of Rancho Cucamonga. Most recently, Ms. Reading worked with the City of Rancho Cucamonga to complete a consistency analysis for a residential project with an approved Master Plan area and provided multiple technical studies in support of a Class 32 In-fill Exemption for a 6-unit housing development.

Legislative Aide, Zero Population Growth, Washington, D.C., 1990

Marine Debris and Entanglement Project Assistant, The Ocean Conservancy, Washington, D.C., 1989

Consultant, Natural Resources Defense Council, Washington, D.C., 1988

PROFESSIONAL AFFILIATIONS

APA, California Central Coast Chapter

AEP, Channel Counties Chapter

TEACHING/ PRESENTATIONS

Lecturer, California Polytechnic State University, San Luis Obispo, 2009–2010; 2023–Present

State of California, Department of General Services, Real Estate Services Division, Project Management and Development Branch, Environmental Services Unit Retainer Agreement for Environmental Services, Statewide

Ms. Reading is Principal in Charge and Water Quality Specialist for the Department of General Services (DGS) Real Estate Services Division Project Management and Development Branch's Retainer Agreement for Environmental Services. Under this retainer agreement, Ms. Reading has or is currently overseeing the preparation of environmental studies and documentation for a variety of projects including the redevelopment of two California Conservation Corps facilities, the demolition and replacement of a Border Project Facility; the redevelopment of a fire station, adding buildings to an existing fire station, the construction of a solar facility, the replacement of two water tanks within an existing State Hospital, the replacement of Athletic Fields at an existing university, the construction of an emergency services facility; and environmental reporting and analysis for multiple fuel reduction projects. Ms. Reading is also the Principal in Charge and Water Quality Specialist for the replacement of a Department of Motor Vehicles and the replacement of a second Border Protection Facility which were awarded to LSA as competitive contracts and not under the existing DGS Retainer Agreement.

City of San Luis Obispo, Parks and Recreation Plan and General Plan Element Update,

San Luis Obispo County, California

Ms. Reading was the Principal in Charge/Project Manager for preparation of the environmental documentation for the City of San Luis Obispo's Parks and Recreation Plan and General Plan Element Update. The update revisited the City's recreational needs with fresh information about facility usage, program participation, and community priorities and preferences and then established goals, policies, and implementing actions to serve as a blueprint from which to guide the City in achieving its Parks and Recreation vision. The Draft Plan and General Plan Element Update does not authorize any physical development or improvements; therefore, LSA prepared a Programmatic Initial Study/Negative Declaration that evaluated program-level actions and focused primarily on the Draft Plan and General Plan Element Update's consistency with adopted City plans, goals, objectives, and standards.

Monterey County On-Calls for Bridge Design, for Environmental Planning and Consulting Services for Federally Funded Road/Bridge/Building Facilities Projects, and EIR Consultant List
Monterey County, California

Ms. Reading is the Principal in Charge and water quality specialist for on-call contracts with the County of Monterey Department of Public Works, Facilities, Parks, and the Planning Department. Under LSA's on-call contracts, Ms. Reading has or is currently managing a variety of projects, including (1) technical analyses and environmental documentation in of a proposed new sewer line to connect farmworker housing to the regional wastewater system; (2) technical analyses and environmental documentation of improvements to San Lorenzo Park; (3) technical analyses and environmental documentation for constructing an amphitheater on the north shore of Lake San Antonio and replacing the existing marina on the south shore; (4) cultural work to support replacing guardrails in various locations throughout Monterey County; (5) cultural work to support installing signs in almost 800 different locations along 28 roadways throughout Monterey County; (6) the preparation of American Engineering Record Documentation for the Historic Nacimiento Lake Drive Bridge; (7) technical analyses and environmental documentation in support of a new Bradley Branch Library; (8) technical analyses, environmental documentation and regulatory permitting tasks to support assorted County of Monterey bridge projects; and (9) Regulatory permitting support for multiple roadway and bridge emergency repair projects.

Jack Packwood, CIH, CDPH

Associate

Professional Registrations

Certified Industrial Hygienist
No. CP 10976

Lead Inspector/Assessor
No. LRC-00008536

Lead Project Monitor No. LRC-00008535

Certified Professional in Erosion and Sediment Control No. CPESC-6448

Qualified SWPPP Developer/ Practitioner No. 20636

Qualified Industrial SWPPP Practitioner No. 00838

40-Hour & Supervisor HAZWOPER

CPR/First Aid Certified

Education

Master of Science, Industrial Hygiene, University of Montana, Montana Tech, Butte

Master of Science, Environmental Science, California State University, Fullerton

Bachelor of Science, Environmental Science, University of California, Riverside

Years of Experience: 22

Years with Group Delta: 12

Mr. Packwood is experienced in managing projects that provide a wide spectrum of environmental services, most notably on large-scale construction projects. Mr. Packwood offers expertise in construction compliance, site assessment, remediation, due diligence, and hazardous waste disposal and management. Mr. Packwood is well versed in the field of industrial hygiene, including the anticipation, recognition, evaluation, and control of environmental and occupational exposures and hazards. Mr. Packwood has experience in water quality including NPDES compliance, stormwater compliance related to industrial or construction activities, groundwater and surface water quality monitoring, and wetlands management. Mr. Packwood also has extensive field experience including construction site environmental management; industrial hygiene sampling; sampling of soil, soil vapor, groundwater, surface water, and stormwater; managing numerous dig and haul remediation projects; and designing numerous hazardous materials abatement projects. In his role as agency liaison, Mr. Packwood maintains positive working relationships and has dealt proactively and effectively with multiple local, state, and federal regulatory agencies. Representative experience includes:

Caltrans and Transportation Agencies, California: As Project Manager, Mr. Packwood has managed the development of technical reports for dozens of large-scale transportation projects throughout southern and central California related to billions of dollars and hundreds of miles of highway infrastructure improvement public works projects. These technical studies included Initial Site Assessments (ISAs), aerially deposited lead (ADL) surveys, asbestos-containing material and lead-based paint surveys for bridge crossings and buildings, yellow striping investigations, and soil and groundwater site investigations. The results, conclusions, and recommendations of these studies were incorporated into CEQA environmental documentation and project mitigation measures.

Confidential United States Navy Airfield Project: Mr. Packwood served as an expert for a construction contractor in a large case against the United States Navy. Mr. Packwood developed an Expert's Report that thoroughly evaluated the regulatory requirements surrounding the disposal and/or reuse requirements of excess soil with respect to the unnecessarily stringent requirements placed upon the contractor and the project specifications.

Berths 142-147 Intermodal Container Transfer Facility, Port of Los Angeles, California: As Environmental Project Manager, Mr. Packwood prepared the project's Environmental Compliance Plan (ECP) and served as the project's environmental Mitigation Monitor for enforcement of CEQA mitigation measures.

Los Cerritos Wetlands, Long Beach, California: As Project Manager, Mr. Packwood supported the Proposed Wetlands Restoration and Oil Production project. Mr. Packwood performed peer reviews of technical reports and supported preparation of California Environmental Quality Act (CEQA) documentation.

3 Libraries Development Project, Riverside County Development Agency, Desert Hot Springs, French Valley, and Menifee, California: As Environmental Project Manager, Mr. Packwood managed a Phase I Environmental Site Assessment (ESA) for each of the three library sites. The Riverside County Economic Development Agency plans to develop three libraries located in Desert Hot Springs, French Valley, and Menifee, California. Phase I ESAs are needed to support the CEQA environmental documentation process.

Ontario Great Park, Ontario, California: As Project Lead, Mr. Packwood managed delivery of multiple environmental technical studies during the design phase of this hallmark park project. First, a Phase I Environmental Site Assessment was prepared to identify the presence of hazardous materials or petroleum products on the property. Second an Asbestos-Containing Materials (ACM) and Lead-based Paint (LBP) survey was required for multiple structures on the park site prior to removal. Third, a subsurface methane assessment was performed due to risks associated with the long-term history of dairy use on the property.

Riverside Commons, Downtown Riverside, California: Mr. Packwood oversaw the development of a Phase I Environmental Site Assessment, a site-wide geophysical survey, and a limited Phase II related to previous hydraulic lift operations for this City-owned development project.

Confidential Attorney Projects, Southern California: Mr. Packwood has conducted peer reviews and critical reviews of the hazards and hazardous materials sections and technical reports for numerous environmental documents for projects throughout southern California.

Omnitrans West Valley Connector Corridor Project, San Bernardino County, California: Mr. Packwood performed an Initial Site Assessment for a 25-mile-long bus rapid transit (BRT) that proposes limited stops, providing speed and quality improvements. With 27 stations, the project site is generally located along Holt Boulevard/Avenue and Foothill Boulevard in the cities of Pomona, Montclair, Rancho Cucamonga, and Fontana. Group Delta conducted an Initial Site Assessment (ISA) to determine whether significant environmental liabilities regarding hazardous materials or recognized environmental conditions (RECs) exist. We also conducted an extensive analysis of petroleum releases within the 25-mile alignment required; performing a walking reconnaissance of over 300 structures; and completed time-sensitive and critical path deliverables. The report served as the technical report for the project Environmental Impact Report.

Centennial Corridor Project, Bakersfield, California: Mr. Packwood provided environmental studies conducted on a major highway construction project in Bakersfield. The scope of work included soil and groundwater investigations at seven acquisition properties and an asbestos-containing material and lead-based paint surveys on multiple bridges and overcrossings. Mr. Packwood managed the performance of approximately 150 Phase I Environmental Site Assessments (ESAs) for various types of acquisition properties needed for the project.

Michael Givens, PhD, PE, GE, PG

Associate Geotechnical Engineer /Geologist

Professional Registrations
Professional Engineer, California
No. 81361
Geotechnical Engineer, California
No. 3145
Professional Geologist, California
No. 9284

Education
Doctor of Philosophy, Civil Engineering, University of California, Los Angeles

Master of Science, Civil Engineering, University of California, Los Angeles

Bachelor of Science, Geology, California State University, Long Beach

Years of Experience: 22

Years with Group Delta: 6

Dr. Givens has 22 years of experience in geotechnical and geological engineering. Dr. Givens has conducted project studies and formulated recommendations for geotechnical engineering projects including slope stability, bridges, retaining walls, roads and parking lots, parks, pipelines, sewer lines, storm drains, rail, residential and commercial construction as well as litigation support. He has been involved with projects through Design-Bid-Build and Design-Build delivery methods in seismically active Southern California and has developed a reputation for providing proactive and collaborative consulting services to meet client's needs. Dr. Givens is well versed in reviewing contractors' technical submittals including quality control programs, start-up plans and schedules, monitoring and evaluating construction activities, as well as directing, coordinating, and reviewing work plans for improvement projects, construction administration and inspection, and resource planning. Dr. Givens completed a PhD in Civil Engineering at UCLA and is involved in various research projects related to the effects of soil-structure interaction (SSI) on the seismic response of buildings. Representative experience includes:

Speedway Commerce Center, Irwindale, California: As Geotechnical Lead, Dr. Givens performed a geotechnical evaluation for the subject site to support the development of an Environmental Impact Report (EIR). The subject site was developed with the Irwindale Speedway and is approximately 63 acres in size that is planned to be replaced with 1,274,240 square feet of building area as a commerce center. Dr. Givens prepared an EIR level geotechnical study that was conducted to identify and evaluate significant potential impacts at the site as required by CEQA guidelines. A Geotechnical Study Report was prepared that included a project and site description, geologic conditions and hazards, and geotechnical impacts and mitigations.

Peters Canyon Bikeway Extension, Orange and Tustin, California: As Associate Geotechnical Engineer, Dr. Givens directed a geotechnical investigation and development of a preliminary foundation report for retaining walls to facilitate space for a Class I bike path that starts on the west side of Jamboree Rd from Canyon View Ave to Pioneer Road. The bike path continues as a Class II bike path from Jamboree Rd along Pioneer Rd that requires only minor restriping. The geotechnical investigation required limited access tripod drilling to provide access to the wall location and to minimize environmental impact to the existing vegetation since the drilling was advanced in the Peters Canyon Regional Park. Group Delta coordinated to have a biological monitoring performed as the investigation was performed during bird nesting season. The findings allowed the progression of the 35% design to establish limits of the project for environmental clearance.

I-405 Improvement Project (SR-73 to I-605), California: As Geotechnical Discipline Lead for this $1.27 Billion Design-Build project for Orange County Transportation Authority (OCTA) to widen 16 miles of the I-405 in Orange County. Dr. Givens worked closely with the design and construction joint ventures and led the progression from concept to final design for three of the seven segments of the project, including 8 bridges, 30 retaining walls, 10 sound walls, several culverts, and recommendations for the geotechnical design and construction of 8 miles of roadway improvements. Dr. Givens was involved with staff resourcing, scheduling, construction document review, and interfacing with the design joint venture, construction joint venture, and the OCTA representatives.

GILBERT
ENGINEERING & ASSOCIATES, INC.
Civil Engineering, Surveying and Development Services

R. WILLIAM GILBERT, P.E.
PRESIDENT

PROFESSIONAL HISTORY

2004 – Present:	GILBERT ENGINEERING & ASSOCIATES, INC. President and Principal Civil Engineer
2003 – 2004:	WD PARTNERS Regional Director, Civil Engineering
1993 – 2003:	FUSCOE ENGINEERING Senior Project Manager
1991 – 1993:	BROWN & ROOT, BRAUN Project Civil Engineer
1987 – 1991:	WILLIAMSON & SCHMID Project Civil Engineer

EXPERIENCE SUMMARY

As a Registered Professional Engineer in Civil Engineering, Mr. Gilbert has extensive experience in California on a wide range of public and private development projects including: design and construction of higher education, K-12 schools, corporate, mixed-use, research/manufacturing, office, recreational, religious facilities, community centers, master planning, residential, medical, restaurant and retail establishments, multi-unit apartments and custom homes, subdivisions, commercial/industrial buildings, public works. He has also worked on several refinery projects in Saudi Arabia.

Mr. Gilbert has provided civil engineering services for retail projects which include: Costco Wholesale, The Home Depot, Walmart, Lucky's, Albertsons, Borders, Long's Drugs, Brinker International, In-n-Out Burger, Del Taco, Fat Burger, Taco Bell, Starbucks and Pollo Compero. Other projects include automotive retail sites for Staubach Company, Blackwood Builders and Metro Auto Group, hotel sites, medical centers, mini storage facilities, public buildings such as the Ronald Regan Federal Court House and Anaheim Recreational Center, and religious facilities including Tarbut V'Torah Community Day School, Rose Hills Sky Rose Chapel, and Alberto Motessi Evangelical Association.

Mr. Gilbert has provided civil engineering services to over 100 school sites all over California including school districts in Los Angeles County, Orange County, Riverside County, San Bernardino County, San Diego County and Santa Barbara. Other sites include Pacific Charter School, Citrus Community College and the University of California, Irvine.

Mr. Gilbert has been retained as an expert for a variety of projects in the Southern California area. The civil engineering issues investigated have involved grading, drainage, and surveying issues. He has participated and provided forensic engineering and testimony in depositions, mediations and arbitrations.

GILBERT
ENGINEERING & ASSOCIATES, INC.
Civil Engineering, Surveying and Development Services

EDUCATION

B.S. Civil Engineering, California State Polytechnic University, Pomona

PROFESSIONAL REGISTRATIONS

Registered Professional Engineer in Civil Engineering No. 53251, State of California

Registered Professional Engineer in Civil Engineering No. 50898, State of Arizona

3. Price Proposal

Upon receipt of a task order for a specific project or services, LSA will provide a cost estimate in the form of a spreadsheet that details tasks by assigned personnel (hours/rate). LSA's standard billing rates by classification and LSA's in-house direct expenses are shown below in Tables A and B. Table C includes individual staff's rates for this proposal. As rates are reviewed annually, the rates shown below are subject to escalation.

Table A: LSA Hourly Billing Rates, Effective December 2024

Job Classification							Hourly Rate Range[1,2]
Planning	**Environmental**	**Transportation**	**Air/Noise**	**Cultural/ Paleontological Resources**	**Biology**	**GIS**	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	$245-315
Associate	Associate	Associate	Associate	Associate	Associate	Associate	$170-260
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist/Noise Engineer	Senior Archaeologist/ Architectural Historian / Paleontologist	Senior Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/ Arborist	Senior GIS Specialist	$110-240
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/ Noise Specialist/ Noise Engineer/ Climate Change Specialist	Archaeologist/ Architectural Historian/ Paleontologist	Biologist/Botanist/ Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/ Arborist	GIS Specialist	$110-165
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/ Noise Analyst	Field Archaeologist/Paleontologist	Assistant Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/ Arborist	Assistant GIS Specialist	$95-175
Office Services							
Marketing							$0-185
Office Assistant							$110-145
Project Accountant							$110-135
Document Management/Technical Editing/Graphics							$115-160

1 The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at $400 per hour regardless of job classifications.

2 Hourly rates are subject to review at least annually, on or about December 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

Table B: In-House Direct Costs[1]

Description		Unit Cost	Description	Unit Cost
Reproduction	(8.5 x 11) B/W	$0.07 per page	Total Station Surveying Instrument	$50.00 per day
Reproduction	(8.5 x 11) Color	$0.40 per page	Level (Laser or Optical)	$25.00 per day
Reproduction	(11 x 17) B/W	$0.10 per page	Laser Rangefinder	$25.00 per day
Reproduction	(11 x 17) Color	$0.75 per page	Sound Meter	$75.00 per day
CD Production		$5.00 per CD	Sound Meter with Velocity Transducer	$85.00 per day
USB Flash Drive		$5.00 per drive	Aerial Photo	Cost
Plotting		$3.75 per sq ft	Boat Rental	Cost
Aerial Drone		$200.00 per day	Water Quality Meter	$25.00 per day
Mileage	On-Road	Current federal rate	Night Vision Goggles	$50.00 per unit per night
Mileage	Off-Road	Current federal rate	Wildlife Camera	$25.00 per day
GPS Unit		$75.00 per day		

1 Direct costs shall be reimbursed at cost plus 10 percent. LSA would be charging travel costs and that charges invoiced to the City for travel, lodging, and subsistence shall not exceed the current IRS rates.

Group Delta Rates

2025 Hourly Rates	
Engineering Rates	
Principal	$350
Associate	$300
Senior	$275
Project	$250
Senior Staff	$210
Staff	$205
Senior Principal	$375
Designer/Illustrator/AutoCAD	$135
Technical/Projects Support/Admin	$105
Driver/Pickup & Delivery of Samples	$105
Testing and Inspection Services	
Project Manager	$280
Quality Control Manager	$250
Laboratory Manager	$190
Senior Environmental Technician	$170
Environmental Technician	$135
Technician/Inspector – Prevailing Wage	$148
Technician/Inspector – Non-Prevailing Wage	$120
Technician/Laboratory Testing	$120
Equipment	
Vehicle	
Field Vehicle	$10/hour
Mileage (current IRS Rate)	$0.70/mi
Nuclear Density Gauge	$10/hour
Photo Ionization Detector	$45/hour
XRF Device	$450/day

Other Charges

Outside services and rental equipment will be charged at cost plus 15 percent (15%). Technician and support personnel time for work over eight (8) hours per day will be charged at 1.5 times the regular rates. Holidays, hours over twelve (12) per day, and all weekends' hours will be charged at 2.0 times the regular rates (will be charged in accordance with the Department of Industrial Relations rates for Saturday and Sunday). Prevailing wage hourly rates will be increased in accordance with the Department of Industrial Relations annual increases as they take effect.

Fees for participation in deposition, arbitration, trial, etc., will be charged at an hourly rate of $650 per hour, 4-hour minimum, portal to portal.

Gilbert Engineering

2025 Hourly Rates	
Engineering Rates	
Principal	$250
Senior Engineer	$195
Engineer	$160
CADD Technician	$125
Administrative	$90
Surveying Rates	
Two Man Survey Crew	$325/hour (Prevailing Wage - $350/hour)
Land Surveyor	$250
Forensic & Expert Witness	
Site Inspections	$350
Plan Review	$350
Forensic Engineering	$350
Meetings/Coordination	$350
Expert testimony (depositions, trial)	$425

Reimbursables
Meals, lodging, Mileage - Fee based on 2024 California Labor Law

Reproduction
Printing, Delivers, etc. - Cost plus 10% handling

City of Banning

STATEMENT OF QUALIFICATIONS

RFP 24-096 On-Call CEQA/NEPA Services

PRIME CONSULTANT	MNS ENGINEERS, INC.
RIVERSIDE (LOCAL OFFICE)	3850 Vine Street Suite 110 Riverside, CA 92507
PROJECT CONTACT	**Debra Leight, Project Manager** 951.344.5264 Mobile | dleight@mnsengineers.com

April 1, 2025

April 1, 2025

City of Banning
Barbara Mason, Purchasing Manager
99 E. Ramsey Street
Banning, CA 92220

SUBJECT: Statement of Qualifications for the City of Banning On-Call CEQA/NEPA Services (RFP 24-096)

Dear Ms. Mason

MNS Engineers, Inc. (MNS) is pleased to submit **a statement of qualifications** to provide On-Call California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) services for the City of Banning (City). The MNS team has a longstanding history of providing support services to agencies including the preparation of environmental documents (CEQA/NEPA), technical studies, compliance and regulatory permitting assistance, regulatory agency coordination, and biological resources planning.

MNS understands the City needs ongoing Initial Studies (IS), Negative Declarations (ND), Mitigated Negative Declarations (MND), Draft and Final Environmental Impact Reports (EIR) (including responses to comment letters, Findings of Fact, Statement of Overriding Consideration, Mitigation Monitoring and Reporting Programs, Technical Studies), and Addendum of a previously adopted EIR, in accordance with CEQA requirements, as well as peer review services for projects throughout the City. While we have attached a detailed statement of qualifications, key factors that make the MNS team uniquely qualified to provide CEQA/NEPA Environmental Services include:

- **Dedicated Project Manager.** Leading MNS' team is proposed Principal-in-Charge Peter Minegar, AICP and Project Manager Debra Leight, who are both based locally in MNS' Riverside Office and can easily represent the City at Planning Commission and City Council meetings. Peter and Debra both have extensive experience working in Riverside County, including directly with the City of Banning. Debra understands the city's environmental constraints through her experience on the Coachella Valley–San Gorgonio Pass Rail Corridor Service Project, involving the creation of a rail corridor connecting Coachella Valley to Los Angeles through the Banning Pass. Debra has worked throughout Riverside County for more than 20 years on general plans, specific plans, habitat conservation plans, development plans, permits, EIRs, MNDs, exemptions and exclusions and brings extensive local experience to any project at a moment's notice.

MNS DETAILS

LEGAL NAME
MNS Engineers, Inc.

FIRM OWNERSHIP TYPE
C-Corporation

YEAR FIRM ESTABLISHED
1962

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
DIR No. 1000003564

LOCAL OFFICE
3850 Vine Street
Suite 110
Riverside, CA 92507

PROJECT CONTACT
Debra Leight
Environmental Planning Practice Lead
951.344.5264 Mobile
dleight@mnsengineers.com

AUTHORIZED SIGNATURE
Peter Minegar, AICP
Vice President, Planning
951.541.3011 Mobile
pminegar@mnsengineers.com

- **Proximity to City of Banning.** MNS maintains nine California offices, including one in Riverside, where our proposed Project Management team of Peter Minegar and Debra Leight are located. The Riverside office is a short drive from the City of Banning, enabling MNS professionals to be available to meet the City's needs on any given day. Peter and Debra have provided environmental compliance support to numerous local cities, including cities of Fontana, Colton, Grand Terrace, Calimesa, Rancho Cucamonga, Murrieta, Moreno Valley, and Yucaipa. MNS understands how important responsiveness is when providing support to the City's Planning Staff; we are committed to responding to all calls and emails within the same day. Our team is keenly aware of local planning trends and issues which allow us to provide a tailored, local approach to our work.

- **Full-Service Team.** The MNS team is a one-stop-shop for municipal planning and environmental support. Our Planning team is comprised of more than 30 professionals covering the spectrum from CEQA and NEPA Specialists to field biologists. We offer specialty, value-added services including CEQA/NEPA advisors, housing planners, regulatory agency permitting specialists, and municipal finance analysts. This full-service team can also strategically guide you through the environmental compliance process with our highly qualified and experienced team to provide right-sized scopes of work.

MNS looks forward to the opportunity to support the City in an on-call capacity. As requested by the RFQ, MNS confirms all elements of the Request for Proposal (RFP) have been reviewed and understood, and MNS is willing to enter into a contract under the terms and conditions prescribed by the RFP and Sample Agreement. Should you have any questions while reviewing our Statement of Qualifications, do not hesitate to contact me via email (pminegar@mnsengineers.com) or phone (951.541.3011).

Sincerely,
MNS Engineers, Inc.

Peter Minegar, AICP
Vice President, Planning
Principal in Charge

Debra Leight
Environmental Planning Practice Lead
Project Manager

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SECTION 1

Statement of Understanding and Approach

MNS Approach to On-Call Services

The MNS team has a long history of providing On-Call CEQA/NEPA Compliance Services for local municipalities in Riverside County and has a deep understanding of the resources required to provide responsive and cost-effective support services. Project Manager, Debra Leight, will act as the day-to-day contact for all new task orders to ensure the City has a single consistent contact to address proposals, invoicing, team assignments, Quality Assurance (QA)/Quality Control (QC) and task schedules. She will recommend specific technical team members with the skillset for each task, facilitate team communication and ensure deliverables are on track for delivery on schedule. Any technical findings or project issues raised by technical team members will be immediately communicated to City staff by Debra with recommendations, and the potential cost/time implications so the City has the information necessary to make an informed decision. Similarly, any new information or project design changes will be quickly analyzed by our team to provide the City with a cost and time/benefit approach to decision making.

Project Communication

Effective communication and documentation are essential for successful and transparent entitlement services. Our Project Manager will coordinate closely with City staff throughout the course of the contract. If our planning team uncovers any technical findings or project issues during their review, they'll promptly inform the designated contact, including any potential impacts on cost or timeline. This way, City staff will have all the information they need to make informed decisions.

Project Management

The MNS planning team understands the balance between time, information, cost, and quality when managing projects. We know how important it is to stay within time and budget constraints while keeping accurate project accounting. Our team's approach is designed to meet these demands and ensure successful project outcomes.

Time Management

Time management relies on effective scheduling to manage and track the constraints of time and resources during the delivery of services. At MNS, we make scheduling a central focus of our project management approach. A well-structured schedule is crucial for keeping projects on track, which is why we develop, implement, and maintain detailed schedules for each assignment.

When we take on a project, we work closely with the client to create a realistic schedule. This schedule will cover the entire project duration, from the initial notice to proceed with the final submission of project deliverables. It will also outline key activities, estimated durations, submission deadlines, required review times, and interdependencies.

Regular coordination with the team and the City allows for early detection of potential delays or risks to the project, allowing us time to consider corrective actions. In the event of schedule setbacks, we will employ recovery measures such as allocating additional resources or adjusting timelines strategically. Often, it is not the analysis itself that causes a delay to a project and rather alterations to the project description after the analysis has begun, or the identification of previously unknown impacts. With respect to both of these issues, regular coordination with the City can mitigate the effects of these issues on the schedule.

Schedule Constraints

Individual schedules for the types of environmental projects including in the RFP can vary depending on the complexity of the project. For example, a CEQA exemption could be completed in less than one month but an EIR could be completed in 10-18 months, depending on technical studies and surveys needed or public controversy. MNS will work with City staff to prepare project-specific schedules for each task order.

If adjustments are needed to an agreed upon schedule, scope or budget, MNS will communicate a need for a change with the City as soon as it is identified and will work directly with the City to identify solutions.

The MNS Team has worked on a range of EIRs and other environmental documents with constrained timelines and scheduling challenges. While working on the Interstate 15 Logistics EIR in the City of Fontana, new housing regulations (SB 330) was passed in the middle of the project. To comply with SB 330, new parcels needed to be identified for rezoning to offset the proposed project. To address this, we immediately assembled a meeting with the City Planning Staff, City Attorney and project applicant to identify sites and how to approach SB330 in the EIR document. We then created a work plan for how the document should be updated, who was responsible for the changes, and outlined a schedule for the various reviewers. This allowed us to make the updates and prepare the document for hearings with only a couple of weeks of schedule delay.

Sample Timelines

The following timelines are average timelines based on our project experience. MNS will work with the City on a project-by-project basis to develop a detailed project schedule that takes into consideration required hearing timelines and other critical path deadlines. MNS can expedite project schedules as needed, depending on City timing requirements.

Initial Study/Mitigated Negative Declaration Timeline Task	Duration
Project Kick-Off Meeting	Week 1
Project Description Preparation	Week 2
Technical Study Preparation	Weeks 2 to 8
Administrative Draft IS/MND Preparation	Weeks 2 to 10
City Review of Administrative Draft IS/MND	Weeks 11 to 14
Prepare Draft IS/MND	Weeks 15 to 16
City Review of Draft IS/MND	Weeks 17 to 18
Circulation of Draft IS/MND	Week 19
IS/MND Public Review Period (30 days)	Weeks 20 to 24
IS/MND Response to Comments (Optional)	Weeks 25 to 27
City Review of Final IS/MND	Weeks 28 to 29
Finalization of Final IS/MND	Week 30
Public Hearings	Dependent on City Hearing Schedule

Environmental Impact Report Timeline Task	Duration
Project Kick-Off Meeting	Week 1
Project Description Preparation	Week 2
Initial Study (IS) and Notice of Preparation (NOP)	
Draft IS Preparation	Weeks 2 to 6
City Review of Draft IS	Weeks 7 to 9
Prepare Final IS and NOP	Weeks 10 to 11
City Review of Final IS and NOP	Weeks 12 to 14
Public Scoping Period (30 days)	Weeks 15 to 19
Public Scoping Meeting	Week 16 or 17
Environmental Impact Report (EIR) Preparation	
Technical Study Preparation	Weeks 4 to 20
Prepare Administrative Draft EIR	Weeks 8 to 22
City Review of Administrative Draft EIR	Weeks 23 to 26
Draft EIR Preparation	Weeks 27 to 29
City Review of Draft EIR	Weeks 30 to 32
Circulation of the Draft EIR and Public Notification	Weeks 33 to 34
Draft EIR Public Review Period (45 days)	Weeks 34 to 40
Final EIR Preparation and Circulation	
Responses to Comments, MMRP and Errata	Weeks 41 to 43
City/Applicant Review of Response to Comments, MMRP and Errata	Weeks 44 to 46
Finalization of Final EIR	Weeks 47 to 48
Public Hearings	Dependent on City Hearing Schedule

Information Management

Effective information flow is vital for the success of any project. Environmental projects generate significant amounts of information, which must be communicated promptly and clearly to all relevant parties. At MNS, we ensure project files are accurately maintained, including correspondence, agendas, meeting minutes, and data from public outreach and technical analysis. This comprehensive record serves as the foundation for the City's administrative record.

Cost Management

MNS will take charge of setting up and maintaining a solid cost management system for the project. By creating a Work Breakdown Structure (WBS) in our timekeeping system, the Project Manager can track weekly project charges against the budget, drill down into the details of those charges, and predict budget variances based on the estimated percentage of completion for each task in the assignment. We'll send out progress bills monthly, and the Project Manager will review and approve all project costs in an invoice format that meets the City's requirements.

Quality Management

Quality management is key to transparent and objective planning. Our team is well-versed in all aspects of quality management. Our QC process involves regularly reviewing various project components—like people, systems, documents, techniques, and workmanship—to ensure they meet the required standards and project goals.

Quality assurance goes a step further, using systematic methods to verify QC is being applied properly. At MNS, we take charge of QA by making sure our work is checked and double-checked by a qualified reviewer before hitting the City's inbox.

Subconsultant Management

MNS has handled numerous projects and worked with a variety of subconsultants to get the job done. Our Project Manager will oversee any needed subconsultants on behalf of the client, making sure everything runs smoothly. We have established contacts and relationships across various disciplines, enabling us to bring in the right expertise to meet the specific needs of each project. This approach ensures clients get the services required to complete their assignments efficiently and effectively.

Stakeholder Engagement and Outreach

MNS provides stakeholder engagement and outreach services, either as a standalone offering or in conjunction with our other value-added services. Our team has a wealth of experience in facilitating workshops, information sessions, focus groups, surveys, and one-on-one interviews to document views of internal and external stakeholders. Our team is well-practiced in planning activities such as engaging with internal and external stakeholders to build consensus and trusted relationships.

Our team has a longstanding history of successfully supporting public engagement efforts throughout Riverside County. Our team has engaged local communities through in-person meetings, pop-up events at local community gathering places, virtual events, and online surveys. We are well connected with many local stakeholders, including local community organizations, interest groups, and government agencies. We can leverage our local knowledge and experience to develop a public engagement approach on a project-by-project basis, if required.

Environmental and Planning Services

MNS has a range of planners from Planning Technicians to Principal Planners with diverse technical backgrounds including current planning, advanced planning, and environmental compliance. Committed to exceptional customer service, at the start of each new assignment we work closely with agency staff and project applicants to understand the fundamentals of the organization and the complexities of a given project. We serve multiple jurisdictions across Southern California and the state, providing us with a unique perspective on how to deliver these services efficiently and cost effectively, and allowing us to positively impact the communities we serve.

Our list of services is provided in Section 2, Company Information, Services Overview.

Organizational Structure

The key to a successful project is a highly qualified and well-managed team of local experts. MNS offers the City a cohesive, talented team of licensed and certified professionals, many of whom live locally. Our team was assembled to meet all the specific elements and needs for the range of projects identified by the City for inclusion in this contract.

We offer the following team of professionals to work with City staff, keeping these key objectives in mind:

- Quality service and project deliverables
- Time and budget efficiency
- Adherence to quality assurance standards
- Constant communication
- Application of local knowledge and technical and practical expertise

Client Commitment to Satisfy the Scope of Work

MNS will maintain a core team of resources for each task order, which limits the number of staff working on the project and allows for efficient execution of project work. Our depth of resources allows MNS to mobilize additional support staff ahead of key milestones to allow for rapid completion of key deliverables. This flexibility provides the City with a focused team of staff on an on-going basis, with the ability to expedite during key project phases.

As a California-based multidisciplinary firm, we offer a depth of resources and services specifically focused on serving local agencies throughout California. With local municipalities at the core of our business, our team is laser-focused on providing experienced local resources with a track record of success, backed by a deep bench of in-house staff who can provide additional support during key project milestones and deadlines. Our local agency focus, coupled with our ability to tackle large-scale endeavors without driving up costs or sacrificing personalized service, makes us stand out as a client favorite.

Innovative Approach to Providing Services

Our reputation is built on clear and direct communication and quality services. Our team understands the technical, environmental, and regulatory aspects of housing, policy, transportation, and infrastructure projects in Riverside County. Our goal is simple: to provide long-term, cost-effective, high quality, and responsive service to support the City.

We apply innovative solutions to comply with an increasing number of ever more complex regulations, to extend limited resources, and to implement projects to meet tomorrow's needs.

Identification of any City Owned Facilities

There are no City owned facilities or property which MNS would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City.

SECTION 2

Company Information

Firm Overview

Firm Legal Name	MNS Engineers, Inc.
Firm Type	C-Corp (California)
Staff/Offices	MNS has a staff size of **250** in **9** offices: Antioch, Buellton, Oakland, San Jose, San Luis Obispo, **Riverside**, Long Beach, Santa Barbara, and Thousand Oaks
Local Office	3850 Vine Street, Ste. 110 Riverside, CA 92507
Primary Contact	Debra Leight, Project Manager 951.344.5264 Mobile dleight@mnsengineers.com

Established in 1962, MNS is a C-Corporation providing professional consulting services to municipalities throughout California. Our specialties include Planning, Engineering, Construction Management, and Land Surveying, with a reputation built on clear communication and high-quality service.

MNS supports local public agencies with a full range of on-call planning services, from The MNS Planning Team has extensive experience providing a range of CEQA/NEPA services to agencies throughout the State.

Client Commitment

As a California-based multidisciplinary firm, our team offers services specifically focused on serving local agencies throughout California. With local municipalities at the core of our business, our team is laser-focused on providing experienced local resources with a track record of success, backed by in-house staff who can provide additional support during key project milestones and deadlines. Our local agency focus, coupled with our ability to tackle large-scale endeavors without driving up costs or sacrificing personalized service, makes us stand out as a client favorite.

MNS provides services to State agencies, counties, districts, regional bodies, cities, local agencies – all as part of 631 on-call contracts, of which more than 100 are currently active.

Subconsultant Support

MNS has retained the support of key subconsultants to provide key technical environmental technical services, including South Environmental for Cultural Resources and Ganddini Group for Air Quality, Greenhouse Gas, Noise, and VMT Analysis. MNS has a longstanding history working with our subconsultants, including successfully delivering projects in the Inland Empire.

South Environmental (Cultural Resources)

Founded in 2018 in Pasadena, California, **South Environmental LLC (SE)** is a certified Disadvantaged Business Enterprise (DBE), Woman-Owned Business Enterprise (WBE), and Small Business Enterprise (SBE) specializing in natural and cultural resources consulting in Southern California. The firm provides architectural history, archaeology, biology, arboricultural, and paleontological resources consulting services and support numerous on-call contracts.

Ganddini Group (Air Quality, Greenhouse Gas, Noise and Traffic Analysis)

Ganddini Group, Inc. (GGI) is a technical consulting services firm dedicated to helping their clients succeed through a context-sensitive and cost-effective approach to every project. Their team consists of licensed engineers and highly qualified environmental specialists offering expertise in traffic engineering/transportation planning, acoustical engineering and vibration, and air quality/greenhouse gas and energy sciences, with an emphasis in the preparation of technical studies for California Environmental Quality Act (CEQA) documentation and local development review.

GGI has serviced over 600 projects since its founding in 2018. Their senior personnel have over 100 years of combined experience supporting a range of projects at various stages of development, from early planning/due diligence thorugh entitlements to operational review.

Services Overview

MNS supports local public agencies with a wide range of planning services including environmental compliance services, community planning, agency staffing, and housing compliance services. Our full-service environmental team can the full suite of environmental services including:

CEQA/NEPA Documentation

MNS prepares environmental documents covering a wide range of environmental and technical topics, with our specialists offering thorough technical evaluations, surveys, mapping, and modeling to support CEQA findings. Our team's technical analyses are aligned with current best practices and regulatory methodologies. We structure our reports to meet the requirements of both CEQA and the NEPA, focusing on the analysis of direct and indirect impacts, as well as recommended mitigation measures. With our comprehensive approach, we aim to provide environmental documentation that is not only defensible but also clear and actionable.

MNS provides the following environmental compliance services:

CEQA

- Categorical/Statutory Exemptions
- Section 15183 Compliance Memorandums
- IS/MND
- EIR
- CEQA Notices

NEPA

- Categorical Exclusions
- Environmental Assessments (EA)
- Findings of No Significant Impacts (FONSI)
- Environmental Impact Statements (EIS)

Third-Party Peer Review

In addition to preparing CEQA/NEPA documents, our technical team provides peer-review services for CEQA/NEPA compliance documents and technical reports to confirm that the reports meet regulatory and industry standards. Our approach to peer review is focused on project outcomes, mitigation cost/necessity and legal defensibility of the document.

Regulatory Permitting and MSHCP Compliance

At MNS, we understand the complexity of the regulatory permitting process and have in-house resources to assist with state and federal waters/wetlands impacts assessment, avoidance, and mitigation planning to support CEQA analysis and document review and preparation. We can then provide permitting support from the initial jurisdictional delineation through permit issuance and mitigation purchase or implementation and monitoring to resource agency sign-off. Our regulatory team is based in the Inland Empire and has excellent relationships with staff from federal and state agencies including:

- US Army Corps of Engineers
- US Fish and Wildlife Service
- California Department of Fish and Wildlife
- State Water Resources Control Board
- Regional Water Quality Control Boards

Our team has successfully navigated state and federal regulation compliance for a wide range of projects, from simple flood control channel maintenance to the construction of hundreds of miles of transmission lines/poles. Our excellent relationships with operators of mitigation banks and conservation programs allow us to assist clients in planning the most cost-efficient mitigation proposals possible.

Lastly, our team has conducted Western Riverside County Multiple Species Habitat Conservation (MSHCP) project compliance reviews and coordinated with Riverside County, participating cities and to complete Property Owner Initiated Habitat Evaluation and Acquisition Negotiation Strategy (HANS) for a wide range of public and private projects. We have prepared dozens of MSHCP biological resources technical reports, Determination of Biologically Superior Preservation (DBESPs), and focused species surveys throughout the County. Our team has a long working history with the Regional Conservation Authority and successfully completed several Joint Project Reviews.

We understand the survey and processing requirements of the MSHCP and can support the County in confirming that County projects and CEQA analysis adhere to the plan's requirements.

Biological Resources

MNS biologists provide a range of biological resources support services including vegetation mapping, habitat assessments, jurisdictional delineations, focused species and plant surveys, and biological monitoring.

Our team has the experience, authorizations, and permits to survey a wide range of species, including burrowing owls, riparian birds, small mammal trapping and rare plants.

In addition, our team has a strong background in identifying streambed, wetland, and habitat mitigation for projects. We specialize in reviewing City/County owned public property to map opportunities that can be used to both fulfill mitigation requirements and maintenance needs. Removal of non-native vegetation, maintenance (trash removal), and replacement with native species is a cost-effective way to beautify city-preserved lands (i.e. parkland) while meeting resource agency requirements. This approach has saved the City of Yucaipa significant cost for public works project mitigation, while improving and maintaining City owned land. Services provided include:

Biological Surveys and Mapping

- Jurisdictional Delineations and Aquatic Assessments
- Vegetation Mapping
- Habitat Assessments
- Focused Surveys for Special Status Plant and Wildlife Species
- Nesting Bird Surveys
- Construction Monitoring

Species Permits

- Section 7/10 Federal Endangered Species Act
- California Endangered Species Act Permits
- Species Relocation Plans and Implementation
- Nesting Bird Management Plans
- Sensitive Plant and Wildlife Avoidance and Relocation Plans

Mitigation and Monitoring

- Mitigation Lands Review/Assessment/Identification
- Habitat Mitigation and Monitoring Plans
- Habitat Mitigation Maintenance and Monitoring
- Mitigation Bank Instruments/Establishment
- Conservation Easements

Training Services

MNS is dedicated to sharing knowledge and building capacity within the municipalities we serve. As part of our full-service approach, we offer specialized training sessions designed to meet the specific needs of agency staff. These sessions cover a variety of topics, from CEQA Basics and Annual CEQA Legislative Updates to Housing Element legislative updates and Plan Checking Basics for Planners. Our team frequently provides training to local industry groups and can customize sessions to fit our clients' unique requirements.

We offer in-depth workshops, seminars, and one-on-one consultations that can include technical expertise or regulatory updates. Our goal is to equip agency staff with the tools and insights needed to navigate the complex and ever-changing regulatory landscape. This approach fosters a culture of informed decision-making and supports sustainable development.

Cultural Resources

SE provides the full suite of cultural resources services for compliance with local, state, and federal regulations and permitting processes, including analysis of project impacts to historical, archaeological, and tribal cultural resources under CEQA, as well as adverse effects to historic properties under Section 106 of the National Historic Preservation Act. SE's qualified staff meet the Secretary of the Interior's Professional Qualifications Standards for both Architectural History and Archaeology.

Architectural History and Historic Preservation

When projects propose impacts to buildings, structures, and objects over 45 years old, South Environmental provides historic significance evaluations in consideration of National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), and local designation criteria. SE also provide design review services to determine if project design plans are in conformance with the Secretary of the Interior's Standards for the Treatment of Historic Properties and assist with complex project mitigation including Historic American Building Survey/Historic American Engineering Record documentation, interpretive displays, salvage, treatment plans, and monitoring.

Archaeology and Tribal Cultural Resources

SE's prehistoric and historic archaeological resources services range from baseline constraints analyses to complex technical reports. This includes completion of California Historical Resources Information System records searches, California Native American Heritage Commission Sacred Lands File searches and tribal outreach; both small- and large-scale intensive-level pedestrian surveys; archaeological technical reports, testing for significance evaluation, data recovery excavation. and monitoring programs.

South Environmental also assists with the required government-to-government Assembly Bill 52 of 2014 process in which lead agencies must notify tribes of their CEQA projects and provide them with the opportunity to consult. SE also prepares stand-alone Tribal Cultural Resources reports to document an agency's outreach and consultation efforts.

Paleontological Resources

South Environmental provides paleontological resources services for compliance with local, state, and federal regulations and permitting processes, including analysis of project impacts to paleontological resources under CEQA, as well as adverse effects to paleontological resources under the Paleontological Resources Preservation Act of 2009. SE's senior paleontologist meets the Society of Vertebrate Paleontology's (SVP) standards for a Qualified Professional Paleontologist (also called a Principal Investigator or Project Paleontologist). Additional South Environmental staff meet SVP standards for Paleontological Resource Monitors.

SE's paleontological resources services include records searches and literature reviews through local repositories and online databases, preparation of paleontological resource assessments, paleontological resource field survey, identification, collection, and salvage of fossils including plant, invertebrate, vertebrate, microfossils materials, tracks and traces, and the treatment, preparation, documentation, and curation of fossils. SE provides paleontological resources monitoring for ground-disturbing construction projects and our skilled technicians have experience

recovering fossils from a wide variety of sediments, including sandstone, siltstone and shale, and in a range of site conditions, including cliff walls, active grading locations and trench cuts. Our expertise in fossil salvage ranges from isolated element collection to jacketing and removal of large skeletal remains, and large fossil assemblage exposure, analysis and recovery.

SE's paleontologists make it a priority to work with ground crews to ensure that all paleontological resources are properly protected while minimizing disturbances to construction operations. SE seeks to provide the highest level of paleontological mitigation efforts including detailed analyses of rock stratigraphy exposed during construction activities and generation of high-quality locality data related to any discovered paleontological resources. SE'S paleontological monitors use the most up-to-date fossil collection techniques to recover any scientifically significant fossils discovered in an efficient manner that manages to preserve all important aspects of the fossil and its original placement within the geology of the project site.

Upon the completion of construction activities, SE prepares reports detailing paleontological mitigation activities, fossils identified and collected during these activities and ensures the delivery of any recovered fossils and their associated information to long-term curation facilities.

Traffic Analysis

Traffic Operations Analysis

MNS maintains an in-house traffic engineering department, which we have teamed with GGI a local traffic, air quality and noise modeling company offering traffic analysis services needed to support the environmental review process for the purposes of demonstrating General Plan compliance. The traffic operations analysis services typically include an evaluation of both existing conditions and the effects of future development to identify the infrastructure requirements needed to maintain acceptable operations. GGI also provide services ranging from conceptual planning/feasibility studies to detailed traffic engineering recommendations. This includes site plan development and access, trip generation studies, traffic study reports, parking utilization/demand studies, and traffic mitigation phasing strategies.

Vehicle Miles Traveled (VMT) Analysis

Changes to California Environmental Quality Act (CEQA) Guidelines were adopted in December 2018, which require all lead agencies to adopt VMT as a replacement for automobile delay-based level of service (LOS) as the measure for identifying transportation impacts. GGI offers VMT analysis services needed to support the environmental review process. VMT analysis services typically include an evaluation of project-generated VMT for baseline, baseline plus project, cumulative, and cumulative plus project conditions and in some cases an additional assessment of a potential project's effect on the travel of vehicles within a specific geographic region. GGI's team provides a full range of VMT analytical services including due diligence level screening evaluations, project-specific VMT modeling using travel demand models throughout California, and the development of targeted VMT/trip reduction programs needed to satisfy CEQA mitigation requirements.

Traffic Engineering

GGI's team provides a full range of traffic engineering design capabilities including traffic signal design, signal warrant studies, roundabout design, signing and striping, and traffic control plans for the maintenance and protection of traffic. Work products include concept plans, improvement plans, traffic safety recommendations, and evaluations of traffic control devices and other traffic-related intersection and roadway design features.

Air Quality Technical Studies

Our teaming partner, GGI, also provides a full suite of air quality consulting services including air quality, greenhouse gas, and health risk assessment technical services to meet national, state, and various local compliance standard requirements.

Air Quality

In determining potential air quality impacts, GGI utilizes industry-standard models to study the source-specific pollutant regional and localized emissions. The GGI team has extensive experience using air quality Models accepted for use in California including CalEEMod, EMFAC, CALINE4, and CAL3QHC.

Greenhouse Gas Emissions

GGI's team has been at the forefront working both collaboratively and tirelessly with local agencies and project proponents on how best to address greenhouse gases in CEQA documents due to the evolving nature and lack of technical guidance.

Health Risk Assessment

Whether a project is adjacent to an existing freeway or is a result of toxic air contaminants as a result of

construction or operations, our team's staff has extensive experience with the analysis and mitigation of air toxics and health risks. GGI has a strong technical background in the preparation of air toxic health risk assessments. GGI's staff utilizes industry-standard modeling methodology including AERMOD and HARP to accurately determine if potential health impacts may occur as a result of a project.

Energy Analysis

GGI's team's staff is also at the forefront of addressing potential energy impacts as required by CEQA. Energy Analysis Reports are commonly required to satisfy CEQA and ensure that the energy implications of a proposed project are considered through the quantification of anticipated energy usage associated with the construction and operation of a proposed project, as well as a determination of whether the project results in an efficient, typical, or wasteful use of energy.

Noise Technical Studies

GGI has more than 25 years of experience in Southern California providing the full spectrum of environmental noise measurement and analysis services. This includes baseline, or ambient, noise measurements for characterizing the existing environment, compliance noise level measurements and source-specific reference noise level measurements of activities and equipment. GGI's services include noise analyses that comply with CEQA and NEPA requirements, as well as preliminary noise studies to establish the barrier height requirements for tentative tract map approval, interior noise level analyses to provide detailed building assembly requirements as part of a final noise study, focused operational stationary-source noise level analyses and focused construction source noise level analyses with mitigation plans. In addition, our noise group maintains a strong technical background in the application and development of noise prediction models.

Noise Level Measurements

GGI provides both short and long-term noise level measurements to assess the existing noise environment and effectively analyze the contributions of a given project on future ambient noise levels. Noise level measurements are used to provide an understanding of existing conditions as they relate to local regulations and to the noise-sensitive land uses in a given study area. The GGI team is experienced with collecting noise level measurements for a variety of projects including residential, commercial, industrial, and warehouse developments as well as conducting noise monitoring for evaluating construction and operation compliance with local ordinances. All noise level measurement equipment meets the latest American National Standards Institute (ANSI) standard specifications for sound level meters.

Traffic Noise Prediction

GGI provides traffic noise impact analysis services to support tentative tract map approval and environmental evaluations based on CEQA and NEPA requirements. The GGI team is experienced with developing traffic noise level analyses for a variety of projects including residential, commercial, industrial, and warehouse developments with complex traffic mixes. GGI's staff uses the Federal Highway Administration (FHWA) Traffic Noise Prediction Model programs and procedures to evaluate the existing and future noise environment related to both the off-site and on-site traffic noise levels.

Stationary Source Noise

Through the use of reference noise level measurements, GGI analyzes the impacts of operational stationary-source noise impacts on future noise environments as well as preparing noise monitoring reports evaluating compliance with local ordinances. GGI's staff maintains reference noise levels on a variety of noise sources and can provide additional measurements to meet the needs of clients. Reference noise level measurements allow staff to forecast the future noise levels of commercial, industrial, and warehouse projects, amongst others, and identify any potential impacts to noise-sensitive land uses in the vicinity of a project. The GGI team has extensive experience evaluating day and night operations, as well as multiple noise sources based on CEQA and NEPA requirements and local ordinances.

Construction Noise

GGI has prepared detailed studies for construction activities to meet a variety of local regulations and demonstrate compliance with CEQA mitigation monitoring and reporting plans. GGI's team utilizes state-of-the-art three-dimensional computer modeling to predict construction noise levels in a given study area at nearby sensitive receivers. The GGI team develops site-specific noise reduction measures by examining the existing environment and determining the most reasonable and effective method to reduce the noise levels from heavy machinery to nearby noise-sensitive land uses. GGI's experience includes the preparation of construction noise mitigation, monitoring plans, and temporary construction barrier evaluations.

Litigation, Mediation, or Arbitration

MNS does not have any pending or on-going litigation, mediation, arbitration, or disciplinary action against our team related to any of the services proposed to be provided under this on-call agreement.

SECTION 3

Company Personnel

Team Overview

The key to a successful project is a highly qualified and well-managed team of local experts. MNS offers a cohesive, talented team of licensed and certified professionals. Our team was assembled to meet the specific elements and needs for the range of services identified by the City for inclusion in this contract.

We offer the following team of professionals, keeping these key objectives in mind:

- Quality service and project deliverables
- Time and budget efficiency
- Adherence to quality assurance standards
- Constant communication
- Application of local knowledge and technical and practical expertise

Proposed Contract Manager

The MNS team proposes a centralized point of contact; Project Manager Debra Leight will be the City's day-to-day contact for services under this on-call. Debra has successfully managed several local on-call contracts responding quickly to any as-needed request with environmental strategic support and resources to sucessfully implement your task orders. She also understands the environmental constraints through her experience on the Coachella Valley–San Gorgonio Pass Rail Corridor Service, a project that will create a rail corridor that connects Coachella Valley to Los Angeles through the Banning Pass. As a former planner for the City of Riverside, Debra also understands the busyness of planner life and the speed of requests that come in and will mobilize quickly and responsively to your needs. Debra may directly manage projects, provide consultation regarding all environmental and planning matters, and will ensure all environmental review is completed in accordance with CEQA, NEPA and other regulatory requirements.

We have also selected supporting Technical Staff to provide the City with additional resources to support multiple task orders simultaneously. This structure will provide the City with responsive resources and the ability to address multiple projects quickly when needed. Our bench of technical staff allows us to address a wide range of projects depending on the City's needs.

Subconsultant Utilization

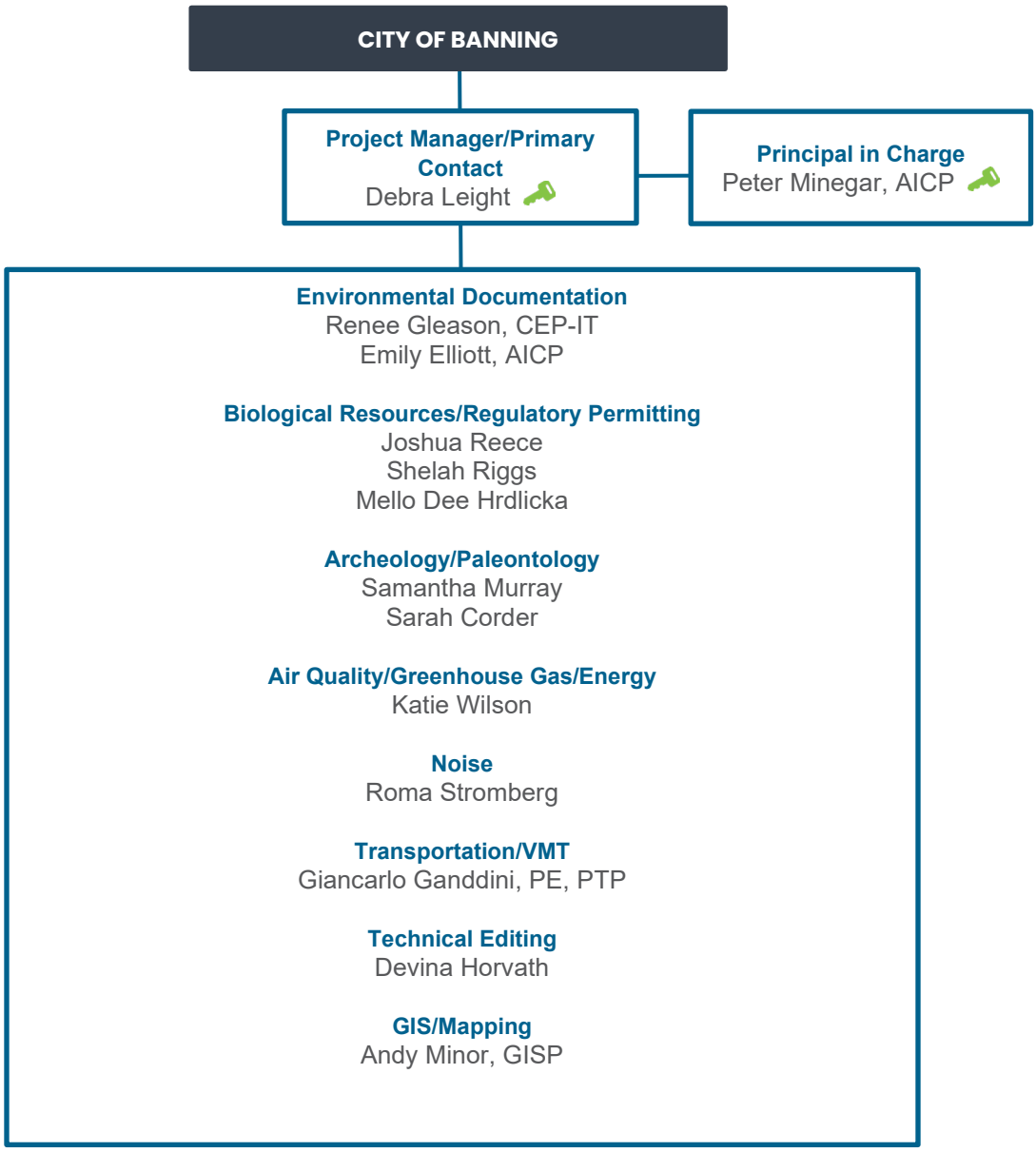
MNS' team has been enhanced with the addition of specialized subconsultants, including South Environmental, LLC and Gandinni Group, Inc. Our team members have a long history of working with South Environmental and we are currently supporting the City of San Bernardino with NEPA support service.s MNS has been working with GGI for the past two years of multiple projects, including: Gaspe Easetment Support Services, Valencia Marketplace Pipeline, Mission Village, South End Recycled Water Main, and On-Call services for the Santa Clarita Valley Water Authority.

Staff Credentials

MNS affirms that all assigned key professional staff are properly licensed to practice in the State of California.

Organizational Chart

The key to a successful project is a highly qualified and well-managed team. MNS has assembled a cohesive, experienced team with a track record of successfully executing projects locally in Riverside County.



Team Qualifications Matrix

The table matrix below highlights team member qualifications and experience. Full staff resumes are included in Appendix 1: Team Resumes. It should be noted that the services requested under this RFP do not require specific licenses in the State of California; however, we have included a listing of staff certifications and qualifications where required.

TEAM MEMBER/ TITLE	LICENSE/EDUCATION	YRS EXP
Peter Minegar, AICP **Principal in Charge** pminegar@mnsengineers.com 951.541.3011	• MS, Environmental Management and Policy, University of Denver, CO • BS, City and Regional Planning, California State Polytechnic University, San Luis Obispo • American Institute of Certified Planners, No. 32685	12
Debra Leight **Project Manager/Primary Contact** dleight@mnsengineers.com 951.344.5264	• BA, Environmental Analysis and Design, Global Sustainability Minor, University of California, Irvine, CA	24
Emily Elliott, AICP **CEQA Documentation**	• MURP, Urban and Regional Planning, California State Polytechnic University, Pomona • BA, Geography and Natural Resources Management, San Diego State University • American Institute of Certified Planners, No. 28647	14
Renee Gleason **CEQA Documentation**	• BA, English, California State University, San Bernardino • Certified Environmental Professional-In Training (CEP-IT), The Academy of Board-Certified Environmental Professionals	17
Joshua Reece **Biological Resources**	• PhD, Washington University in Saint Louis, MO • MS, University of Central Florida, FL • BS, University of Central Florida, FL	21
Shelah Riggs **Regulatory Permitting**	• MS, Environmental Studies, California State University, Fullerton • BA, Geography, California State University, Fullerton • Wetland Delineator Certification	24
Mello Dee Hrdlicka **Biological Resources**	• BS, Biology, California Polytechnic University, Pomona • Wetland Delineator Certification • CDFW Scientific Collecting Permit, SC-7043	10

TEAM MEMBER/ TITLE	LICENSE/EDUCATION	YRS EXP
Samantha Murray **Archeology/Paleontology** South Environmental	• MA, Anthropology, California State University, Los Angeles, 2013 • BA, Anthropology, California State University, Northridge, 2003	20
Sarah Corder **Archeology/Paleontology** South Environmental	• MFA, Historic Preservation, Savannah College of Art and Design, Savannah, Georgia, 2004 • BA, History, Bridgewater College, Bridgewater, Virginia, 2002	20
Katie Wilson **Senior Air Quality Analyst** Ganddini Group	• MS, Environmental Toxicology, University of California Riverside • BS, Biology with a minor in Criminal Justice, California, State University, San Bernardino	19
Roma Stromberg, MS **Senior Noise Analyst** Ganddini Group	• MS, Environmental Management, West Coast University • BA, Geography - Urban Planning and Transportation	28
Giancarlo Ganddini, PE, PTP **Principal Traffic Engineer** Ganddini Group	• BS, Civil Engineering, University of California, Irvine • Professional Traffic Engineer, CA No. TR 2663	15
Devina Horvath **Technical Editing**	• BS, Geology, Juanita College	25
Andy Minor **GIS/Mapping**	• MS, Geographic Information Systems/Science, University of Redlands; 2005 • BS, Environmental Management/Minor Business Administration, University of Redlands, CA 2004	19

SECTION 4

Disclosure

1. **Please disclose any and all past or current business and personal relationships with any current Banning elected official, appointed official, City employee, or family member of any current Banning elected official, appointed official, or City employee. Any past or current business relationship may not disqualify the firm from consideration.**

   MNS does not have any business or personal relationships with any Banning elected official, appointed official, City employee, or family member of an elected official, appointed official or City Employee.

SECTION 5

Experience and References

Our measure of success is the long-standing relationships we maintain with our clients. We know keeping you informed every step of the way is vital to the success of projects for this on-call contract with the Cityand its constituents. The following projects demonstrate our experience managing various types of public works projects, including projects of our subconsultants.

Key team member project experience includes:

- County of Riverside On-Call Planning and Environmental Services
- County of San Bernardino On-Call Planning and Environmental Services
- City of Beaumont On-Call Environmental Services
- City of Eastvale On-Call Planning and Environmental Services
- City of Menifee On-Call Environmental Services
- City of Redlands On-Call Planning and Environmental Services
- City of Colton On-Call Planning and Environmental Services
- City of Grand Terrace On-Call Planning and Environmental Services
- City of Wildomar On-Call Planning Services and Staff Augmentation
- City of Murrieta On-Call Planning and Environmental Services
- City of Calimesa On-Call Planning Services
- City of Ventura On-Call Planning and Environmental Services
- City of Santa Paula On-Call Planning and Environmental Services
- City of Rancho Cucamonga On-Call Environmental Services
- City of Sunnyvale On-Call Planning and Environmental Services

What our clients say

"As a public agency, we have had the privilege of collaborating with MNS on several projects. Their professionalism, attention to detail, and dedication to achieving positive outcomes for our community have been commendable. Their ability to balance technical expertise with a deep understanding of community needs is appreciated."

John Hildebrand, County of Riverside

"MNS has consistently demonstrated a high degree of professionalism in the performance of their work."

Sandra Molina, Cathedral City

Relevant Project Experience and References

PROJECT	On-Call Planning and Environmental Services
OWNER	City of Moreno Valley
REFERENCE	Danielle Harper-Scott 14177 Frederick Street Moreno Valley, CA 92553 951.413.3224 danielleh@moval.org
DATES	2024 to present

MNS staff provide planning and environmental staffing services to the city, including both current planning case management as well as CEQA Review. MNS serves as the lead CEQA reviewer on a wide range of developer-initiated projects, ranging from large residential subdivisions to commercial and industrial development projects. MNS staff provide CEQA document peer review, as well as the review of all supporting technical studies. In addition to CEQA peer review services, MNS provides CEQA advisory and training services to the City. MNS provides as-needed CEQA compliance guidance to the City for both City and developer-initiated projects. MNS has also been retained to provide CEQA training for the City Community Development Department staff, including providing a general introduction to CEQA training, as well as topic specific CEQA training.

PROJECT	On-Call Planning and Environmental Services
OWNER	County of Riverside
REFERENCE	John Hildebrand, Planning Director 4080 Lemon Street Riverside, CA 92501 951.955.1888 jhildebr@rivco.org
DATES	2014 to present

Members of the MNS team are responsible for overall management of the contract supporting the Riverside County Planning Department. Task orders range from the preparation of CEQA documents, on-call staffing support, peer review services, and long-range community planning support. Currently, MNS provides five full-time, in-person planners to the County covering both current and long-range planning. The MNS team prepares a range of CEQA documents including Environmental Impact Reports, Initial Studies, and exemptions. Additionally, MNS provided CEQA peer review services, as well as CEQA advising services.

PROJECT	On-Call Planning and Environmental Peer Review
OWNER	City of Cathedral City
REFERENCE	Sandra Molina, Deputy Director of Development Services 68700 Avenida Lalo Guerrero Cathedral City, CA 92234 760.202.2433 SMolina@cathedralcity.gov
DATES	2023 to present

MNS is providing support to the City of Cathedral City for current planning and environmental peer review. MNS has processed/is processing applications for a variety of land uses including drive-through fast food, freeway-adjacent travel center, multi-family residential, and a self-storage and retail project involving a Specific Plan Amendment. MNS staff seamlessly work as an extension of City staff, conducting development reviews, preparing staff reports, and presenting to the Architectural Review Committee and Planning Commission.

PROJECT	On-Call Environmental Services, West Valley Logistics Center Specific Plan EIR
OWNER	City of Fontana
REFERENCE	Rina Leung, Senior Planner 8353 Sierra Ave Fontana, CA 92335 909.350.6566 rleung@fontanaca.gov
DATES	2012 to 2020

FONTANA
CALIFORNIA

MNS Project Manager Debra Leight, with a previous company, was the project manager on the contract with the City of Fontana overseeing and managing several projects, with the largest project being preparation of an EIR for the West Valley Logistics Center Specific Plan, proposing 3.6 million square feet of industrial development on a mostly undeveloped site. This initiative replaced the prevoius Valley Trails Specific Plan and its residential land us designation with a new specific plan. Debra was also responsible for preparing other projects for the City including preparing an addenum to another specific plan, performing peer review of technical studies, and tree surveys. Debra also worked with the City to provide them with an AB 52 tribal consultation training.

SECTION 6

Price Proposal

Principal in Charge	$325.00
Senior Project Manager	$285.00
Project Manager	$260.00
Principal Planner/Scientist	$235.00
Senior Planner/Scientist	$195.00
Associate Planner/Scientist	$165.00
Assistant Planner/Scientist	$135.00
Planning Technician	$120.00
Senior Technical Editor	$150.00
Technical Editor	$125.00
Senior GIS Technician/Graphic Artist	$150.00
GIS Technician/Graphic Artist	$125.00

DIRECT EXPENSES. Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus ten percent (10%). Mileage will be charged at the current federal mileage reimbursement rate.

ANNUAL ESCALATION. Standard fee rates provided for each classification are subject to 5% annual escalation or the most recent US Bureau of Labor Statistics Consumer Price Index, whichever is higher.

April 1, 2025

City of Banning
99 E. Ramsey Street
Banning, CA 92220

Attention: **Barbara Mason**
Purchasing Manager

Subject: RFP No. 24-096, On-Call CEQA / NEPA Services

Dear Ms Mason:

Ruth Villalobos & Associates, Inc. (RVA) is excited to present our qualifications and provide our professional services in support of RFP No. 24-096, On-Call CEQA / NEPA Services. RVA has reviewed and understands all the scope of services' elements outlined in the RFP.

RVA has qualified professionals that specialize in preparing sound, defensible CEQA / NEPA documents, by staying abreast of recent case law and its implications on the environmental analysis of current and future projects under consideration by the City. RVA offers the institutional knowledge and experience required to apply the dynamic CEQA processes necessary to adequately address and resolve the new complexities for Environmental Planning and Environmental Permit Compliance.

Our winning team is poised to assist the City in collaborating to deliver integrated environmental resources solutions. We recognize that to be a true partner with the City requires a Consultant that understands your needs and expectations – both in terms of quality of work and in timely delivery.

By virtue of submission of our proposal, RVA declares that all information provided is true and correct. With the foregoing and information presented in the following submittal, we trust you will recognize the value the RVA team can contribute as a partner to the City. RVA offers the *"right team"*, with the *"right experience"* to apply the *"right lessons learned"* to getting any task assignment completed *"right the first time."*

RVA is willing to enter into a contract under the terms and conditions prescribed by this RFP and in the Sample Agreement. I will represent Ruth Villalobos & Associates, Inc., a California Corporation, in all matters during the RFP review process and/or pertaining to a contract. RVA will bear the sole and complete responsibility for all work. I am authorized to sign and bind RVA in all contractual matters. We are ready to begin work immediately upon selection. Should you need additional information or have questions regarding this submittal, please contact me at rvillalobos@rvacorp.com or (909) 245-1127, or any time on my cell at (909) 685-5942. Thank you for the opportunity to propose and we look forward to hearing from you!

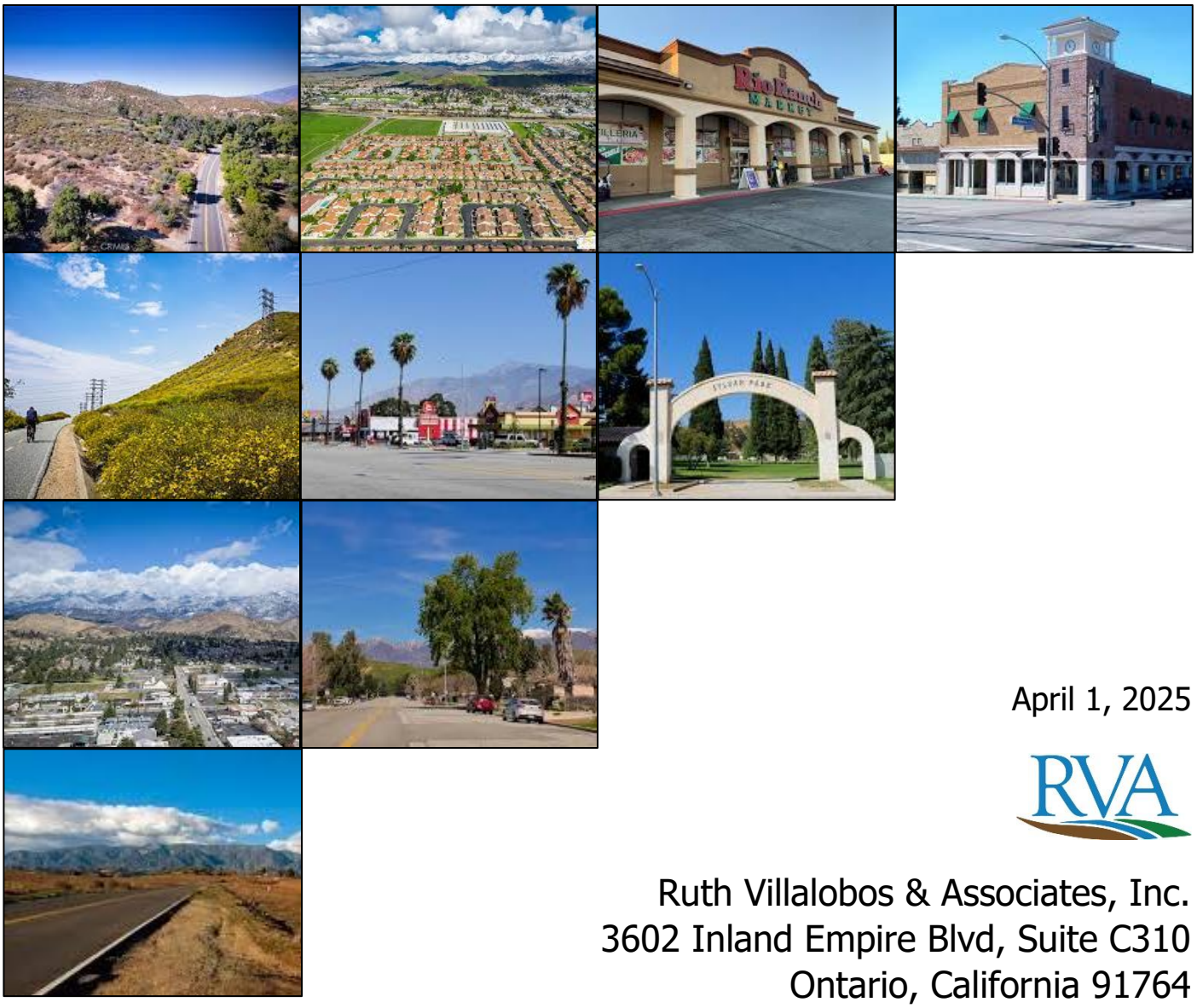
Sincerely,

Ruth Villalobos
President

Request for Proposal

ON-CALL CEQA/NEPA SERVICES

RFP No. 24-096



April 1, 2025

Ruth Villalobos & Associates, Inc.
3602 Inland Empire Blvd, Suite C310
Ontario, California 91764

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Company: Ruth Villalobos & Associates, Inc.

Legal Entity: California Corporation No. C3628780

No. of Years Incorporate: 12.5

Services Provided:
Environmental
- CEQA/NEPA
- Biological Resources
- Mitigation
- Jurisdictional Delineations
- Cultural Resources
- Historic Resources
- Traffic
- Vehicle Miles Traveled
- Air Quality/GHG
- Noise/ Vibration
- Energy Use

Planning
- Land Use
- Program Development
- Multi-Use Trails
- Feasibility Studies
- Watershed Management
- Stormwater Capture
- Water Conservation

Regulatory Permitting
- Section 401, 404, 1600 Permits
- Environmental Permit Compliance

Community Outreach
- Public Relations and Participation

A. STATEMENT OF UNDERSTANDING AND APPROACH

Ruth Villalobos & Associates, Inc. (RVA) understands the City of Banning (City) is seeking a consultant, specifically RVA, who possesses experience and qualifications and is very familiar with the City's procedural approach of integrating development and facilities with community needs.

RVA embraces the City's motto as "the *City of Endless Opportunity.*" Driving along Interstate 10, most people admire the beauty of the City's location between the San Gorgonio and San Jacinto mountains. Given the continued growth in southern California, the City is prime for future development opportunities.

Since 2012, RVA has prepared over 200+ California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents, regulatory permits, and environmental compliance and "full" technical capabilities to handle the most complex projects to the simple, less complex projects.

RVA is familiar with the City's approach of integrating facilities with community needs. We understand the process of formulation of alternatives analysis through feasibility planning and environmental analysis, permit processing, development of conceptual and final design, support during construction, and incorporating maintenance plans for long-term success.

RVA has experienced professionals that specialize in preparing sound, defensible (CEQA) and (NEPA) documents, by staying abreast of recent case law and its implications on the environmental analysis of current and future projects under consideration by the City.

RVA practices and follows sustainability principles relevant to California and the Banning Bass Area. Environmental documents prepared by RVA address the full range of environmental and technical issues, with professional specialists providing technical evaluation for biological resources, cultural resources, air quality,

greenhouse gas emissions (GHG), and climate change, noise and vibration, traffic and transportation, flood control and drainage, water quality & supply, utility infrastructure, land use, consistency with local and regional plans, socioeconomics, fiscal/economic studies, utilities and services, energy use and conservation, visual and aesthetic effects, hazardous materials, wildfire risks, aggregate mining, neighborhood and construction effects, landform modification, agricultural suitability, regulatory permitting and many other environmental issue areas.

RVA approach to providing success for our services is a simple one: work closely together with the City in a collaborative, communicative, and multiple disciplinary integrated manner to produce high quality deliverables.

RVA offers practical, hands-on experience in assisting the City in defining the development and infrastructure needs of their communities while keeping public safety at the forefront. RVA team incorporates the current land use policies and standards into the preliminary engineering design of projects. RVA's team maintains an ongoing dialogue with local, regional and state jurisdiction agencies to foster excellent relationships and keep abreast of their changing requirements and policies.

RVA prepares environmental documents to address the full range of environmental and technical issues, with specialists providing technical evaluation for traffic and transportation, flood control and drainage, water supply and conservation, water and utility infrastructure, water quality, air quality, greenhouse gas effects and climate change, noise and vibration, biological resources, land use, socioeconomics, fiscal/economic studies, utilities and services, energy conservation, visual and aesthetic effects, relevant planning, hazardous materials, neighborhood and construction effects, landform modification, agricultural suitability, regulatory permitting and many other environmental issue areas.

RVA offers an extensive array of services associated with CEQA/NEPA documentation, regulatory permitting, compliance and mitigation. RVA provides evaluation for the full range of environmental effects for all types of projects. Our highly qualified and experienced team offers documentation in compliance with environmental laws and regulations including the CEQA, NEPA, Clean Water Act (CWA), Clean Air Act, National Historic Preservation Act (NHPA), Endangered Species Act (ESA), CA Endangered Species Act (CESA), CA Fish and Game Code, Migratory Bird Treaty Act (MBTA), and other applicable environmental laws, regulations, policies, and state and federal Executive Orders.

CEQA SERVICES

Categorical Exemptions

A project may be exempt by statute or pursuant to a categorical exemption which are classes of projects which have been determined not to have a significant impact on the environment. Some routine or minor activities may fall under an existing Categorical Exemption and/or may be exempt under CEQA. If a project is anticipated to qualify for an exemption, RVA will prepare a Notice of Exemption which includes a description of the project, the location of the project, a finding that the project is exempt from CEQA, including the citation to the State Guidelines section or statute, and the reasons to support the finding, which may include technical studies to document negative findings. The draft will include clear and informative graphics and mapping (using GIS or other appropriate software) to illustrate the project location and footprint and other pertinent information. RVA will file the Notice of Exemption with the City Clerk of the Board of Supervisors and State Clearinghouse, if required.

Initial Study/ Negative Declaration or Mitigated Negative Declaration

To initiate this CEQA documentation process, RVA will draft a description of the proposed project, including all proposed improvements, the construction footprint, construction equipment and timing, operation and maintenance activities, and any offsite utility extensions, haul routes or staging areas. The draft project description will be provided to the City for review and comment. Once finalized and approved it will be used for the preparation of technical studies and the Initial Environmental Study Checklist (IS). Technical Studies typically include biological resources, jurisdictional delineation, cultural resources, air quality, greenhouse gas/climate change, noise, traffic or traffic control, geotechnical, hydrology, water quality, and hazardous materials.

- ✓ RVA will facilitate a kickoff meeting with the City to discuss the project description, project schedule and public scoping/consultation process, the Work Plan, and any other items that may be critical to the overall CEQA process.

RVA will prepare an Administrative (Admin) Draft IS, using the City's most recent/applicable template. The Admin Draft IS will include a brief explanation of the significance determination, based on research, analysis, supporting technical studies, and consistency with applicable laws, plans, and policies. The draft will include clear and informative graphics and mapping (using GIS or other appropriate software) to illustrate the project location and footprint and other pertinent information. RVA will provide the Admin Draft Initial Study/Negative Declaration or Mitigated Negative Declaration (IS/ND or IS/MND) to the City for review and comment. A Draft Mitigation Monitoring and Reporting Program (MMRP) will be prepared and provided for review and comment if mitigation measures are required. RVA will address City comments on the Draft IS/ND or IS/MND and MMRP. The MMRP will be developed through working with the City to

identify appropriate implementable monitoring steps and procedures in order to provide a basis for monitoring such measures during and upon Project implementation. Changes to the draft documents will be completed in MS Word "track changes" to assist the City's review/back-check of changes to address all comments. The final version will be circulated to the public and agencies for 30-day review and comment period.

- ✓ RVA will consult with the City to establish the public review period, public notification and agency filing requirements for the SCEA/ND or MND. RVA will prepare draft notices for City review and approval and will assist in developing a distribution/mailing list. RVA will be responsible for ensuring all distribution and noticing is CEQA compliant and documented for the Administrative Record.

Upon conclusion of the public review period, RVA discusses any controversial items and policy issues with the City and will prepare written responses to all comment letters received. RVA will prepare thorough, reasoned, and appropriate responses to relevant environmental issues and provide to the City for review. RVA will participate in public hearings to support the City and respond to technical questions or comments from the public or Board of Supervisors related to the CEQA document. RVA will work with the City to prepare staff reports and presentations for hearings, if desired. RVA will prepare a draft Notice of Determination (NOD) and upon approval of the project and certification of the CEQA document, RVA will post the NOD with the City Clerk and the State Clearinghouse (as applicable).

Environmental Impact Report (EIR)

Consistent with preparation of an IS/ND or IS/MND, to initiate this CEQA EIR documentation process, RVA will draft a description of the proposed project, including all proposed improvements, construction footprint, construction equipment and timing, as well as operations and maintenance activities and any offsite utility extensions, haul routes or staging areas. The

draft project description will be provided to the City for review and comment. The draft will include clear and informative graphics and mapping (using GIS or other appropriate software) to illustrate the project location and footprint and other pertinent information. Once finalized and approved it will be used for the preparation of the technical studies and the Initial Study/Notice of Preparation (NOP). Technical Studies typically include biological resources, jurisdictional delineation, cultural resources, air quality, greenhouse gas/climate change, noise, traffic or traffic control, geotechnical, hydrology, water resources/quality, and hazardous materials. A kickoff meeting will be held with the City to discuss the project description, project schedule and public scoping/consultation process, the Work Plan, and any other items that may be critical to the overall CEQA process. The IS/NOP may be used to rule out topics in which the proposed project will not have significant impacts (i.e. farmland,

mineral resources, forest land) and focus the analysis in the Environmental Impact Report (EIR) on those topics with potentially significant or significant impacts.

RVA will assist the City in preparing for and conducting a scoping meeting or meetings. RVA will summarize all oral and written comments received at the scoping meetings and review all responses to the NOP following the 30-day review period to ensure that all relevant concerns are addressed in the Draft EIR. RVA will prepare an Admin Draft EIR in accordance with the State CEQA Statute and Guidelines. The standards/criteria of significance will be developed based on CEQA Guidelines and tailored or refined as relevant to City requirements (e.g. General Plan policies, programs or guidelines, and adopted ordinances). The impact analysis will specify the standards of significant thresholds for each topic. The Admin Draft will include:

- Executive Summary
- Introduction and Purpose
- Project Description
- Environmental Setting, Impacts & Mitigation Measures
- Growth Inducement
- Cumulative Impacts
- Additional CEQA Sections (includes Alternatives)
- Graphic Exhibits
- Appendices

RVA will revise the Admin Draft EIR to address all City comments. Changes to the draft document will be completed in MS Word "track changes" to assist the City's review/back-check of changes prior to public circulation. The final version will be circulated to the public and agencies for review. RVA will consult with the City to establish the public review period, public notification and agency filing requirements for the EIR.

- ✓ RVA will prepare draft notices for City review and approval and will assist in developing a distribution/mailing list. RVA will be responsible for ensuring all distribution and noticing is CEQA compliant and documented for the Administrative Record.

Following the close of the minimum required 45-day public review period on the Draft EIR, RVA will meet with the City to determine the approach and the extent of response needed to fully address the comment letters received. RVA will respond to all written comments received on the Draft EIR. Although not required, the CEQA Guidelines recommend responding, if possible, to comments received after the close of the public review period. After the City's review of the responses, RVA will revise the responses to address all City comments and finalize this section for inclusion in the Final EIR.

- ✓ RVA will distribute the Comments and Responses packet to Responsible Agencies, as required by CEQA.

Any changes to the Draft EIR required in response to comment letters can be memorialized in an Errata to the Draft EIR or a revised Draft EIR (to be determined by the City). RVA will prepare an Errata or a Revised Draft EIR based on responses to public or agency comment letters or staff-initiated technical corrections. The Final EIR will consist of the "Comments and Responses" section, Draft EIR Errata or Revised Draft EIR, and Appendices. RVA will prepare a draft NOD and upon approval of the project and certification of the CEQA document, RVA will post the NOD with City Clerk of the Board of Supervisors and the State Clearinghouse.

- ✓ RVA will prepare a Statement of Facts and Findings to be defined through working with the City. RVA will also assist the City in preparing a draft Statement of Overriding Considerations, if necessary, for use in the Resolution.

RVA will participate in all public hearings at City Council meetings on the EIR. If requested, RVA will present or will prepare staff reports and presentations for the hearings. The RVA team will be prepared to answer technical questions related to the EIR and relevant comments on the EIR raised during the public hearing meetings. Preparation of written responses to late comment letters received, typically just before public hearings can be prepared, if necessary.

TECHNICAL STUDIES

Biological Resources Assessments. RVA has expert biologists and regulatory specialists experienced in the Federal and State Endangered Species Acts, the Migratory Bird Treaty Act, the California Fish and Game Code and biological impact analysis under CEQA and NEPA. The RVA team's relationships with wildlife agencies, regulatory agencies, federal land managers, various conservation groups, and special interest groups allow the team to serve as a liaison between applicant and these agencies/ organizations.

General Biological Inventories – RVA will review all available information (literature and electronic database review) and conduct a site visit to verify sensitive habitats and species that are likely to occur on the project site. Biological Resources Assessment reports will be prepared that identify, map, and quantify vegetation types in the project area, identify species observed during site visits, identify potential sensitive plants and wildlife that could occur in the project area, identify avoidance and minimization measures, quantification of adverse impacts that cannot be avoided, and recommended mitigation measures.

Sensitive Plant and Wildlife Surveys – RVA includes qualified field biologists with the required experience and permits/certifications for focused surveys of sensitive, threatened, or endangered plant and wildlife species including (but not limited to) the following:

- San Bernardino Kangaroo Rat
- California Gnatcatcher
- Burrowing Owl
- Least Bell's Vireo
- Southwestern Willow Flycatcher
- Southwestern Pond Turtle
- Western Spadefoot Toad
- Crotch's Bumble Bee
- Delhi Sands Flower Loving Fly
- Sensitive/ Rare Plants
- Sensitive/ Rare Amphibians, Reptiles, & Fish
- Sensitive/ Rare Bats

Jurisdictional Delineations – RVA includes experienced delineators to complete field delineations of jurisdictional Waters of the US and waters of the State, including wetlands. The delineation will include a determination of the US Army Corps of Engineers (USACE) Ordinary High-Water Mark (OHWM) and any indication of the three parameters of a wetland. The actual presence or absence of wetlands on site will be verified through the presence of hydrologic conditions, hydrophytic vegetation, and hydric soils pursuant to the *2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region*. The delineation will also include the California Department of Fish and Wildlife (CDFW)'s jurisdiction, being identified via top of bank of the on-site streambed or to the outer dripline of riparian vegetation, pursuant to the *1994 CDFG Field Guide to Lake and Streambed Alteration Agreements*. The delineation report will include graphics and maps to identify the extent of these within the construction and/or maintenance footprint. In cases where isolated and/or Rapanos conditions are present, the delineation will identify areas under the jurisdiction of the Regional Board pursuant to the California Porter-Cologne Water Quality Act in accordance with the May 28, 2020 State Wetland Policy.

Cultural Resources Assessments. RVA will prepare the Cultural Resources Assessment to satisfy CEQA, as well as NEPA requirements pursuant to Section 106 of the National Historic Preservation Act. The cultural resources assessments will include the following: 1) a records search for archaeological and historical cultural resources, 2) a pedestrian cultural resources survey of 100-percent of the accessible project site, 3) any prehistoric and historic archaeological, and/or historic architectural resources will be identified during the field survey and the necessary site records will be produced or updated (resources will be evaluated for eligibility for the National Register of Historic Places and the California Register of Historical Resources), 4)

relevant maps and photographs, and the appropriate Department of Park and Recreation (DPR) 523 forms will be appended for any cultural resources. The Native American Heritage Commission (NAHC) will be contacted regarding a Sacred Lands File (SLF) Search and to request a list of Native American tribes to contact. All entities listed will be contacted to discern whether any tribe or individual has knowledge of cultural resources within the project boundaries. Results of these communications and the SLF Search will be included in the report. The RVA team can also support the City during consultation with Native American Tribes in accordance with Assembly Bill (AB) 52 and potential impacts to tribal resources.

Traffic Analysis. RVA will review and synthesize traffic analysis data including (but not limited to) construction traffic management plans, traffic control plans, operations level of service traffic impact analysis and Vehicle Miles Traveled (VMT) into CEQA/NEPA documents. Construction traffic management plans would need to be prepared in accordance with the California Manual on Uniform Traffic Control Devices and identify the location and timing of anticipated roadway closures and alternative routes to be utilized during construction. All necessary traffic modeling to obtain anticipated project travel patterns and to develop long-range traffic forecasts can be efficiently performed by RVA's subconsultant, Urban Crossroads. Detailed traffic engineering recommendations including site plan development and access, trip generation studies, vehicle miles traveled, parking utilization/demand studies, traffic calming studies, traffic mitigation phasing strategies, community circulation plans with pedestrian and bikeway networks, and California Complete Streets Act of 2008 planning and design will be provided as needed for each project.

Air Quality/Greenhouse Gas Impact Analysis. RVA will prepare analyses that will include the following: 1) identify existing air quality setting in the area, 2) identify applicable international, federal, state, South Coast and Mojave Desert Air Quality Management Districts (SCAQMD and MDAQMD), and local rules and regulations, 3) evaluate and quantify regional criteria pollutant and greenhouse gas (GHG) emissions associated with construction activities utilizing the CalEEMod Model (or other as currently recommended by the AQMDs), 3) develop feasible mitigation if significant emissions levels are found to be created from construction and/or operation and maintenance activities, 4) evaluate local NOx, CO, PM10, PM 2.5 emissions at the nearest sensitive receptors to the project, 5) compare emissions against the SCAQMD Look-Up Tables following the methodology described in Localized Significance Threshold Methodology, prepared by SCAQMD, July 2008, 6) evaluate the construction-related and/or operation and maintenance GHG emissions using CalEEMod.

Noise Impact Analysis. RVA will prepare noise impact analyses that will include the following: 1) identify applicable local, state and federal noise standards, 2) calculate construction noise

impacts from the project and determine if project construction noise would exceed any applicable standards at nearby sensitive receptors (residences, libraries, schools, etc.), 3) estimate groundborne vibration associated with construction and/or operation and maintenance activities, determine if construction vibration would exceed any applicable standards or disturb nearby sensitive receptors, 4) recommend mitigation measures to reduce exterior noise and vibration impacts on sensitive receptors or endangered birds, if necessary.

Urban Runoff and Storm Water Quality. RVA has a broad base of experience that can provide a wide variety of services to meet the challenges associated with stormwater quality. Our stormwater and hydrology experts provide key support with the Water Quality and Hydrology Section of CEQA documents as well as processing of 401 water quality certifications through the Santa Ana and Lahontan Regional Water Quality Control Boards. Past and current projects give the RVA team a unique and clear understanding of the requirements that the regulated community faces in complying with the Clean Water Act, California Porter Cologne Act, Court orders, fulfilling National Pollutant Discharge Elimination System (NPDES) Permit obligations and other related stormwater activities.

RVA's Storm Water Quality capabilities include the identification of constituents of concern, evaluation of Best Management Practice (BMP) effectiveness, BMP siting, design, construction, construction management and operation, maintenance and monitoring. Furthermore, the team has completed studies of BMP effectiveness and cost, including prototype studies of operation and maintenance cost and capital costs to evaluate new and retrofit construction projects.

Water Quality Management Engineering. RVA has performed water quality monitoring using automated and grab sampler techniques for site runoff and receiving water characterization. The team has completed water quality sampling and data analysis for the following types of programs:

- Assessment of receiving waters
- Forensic analysis
- BMP performance characterization
- Establishment of a water quality baseline
- Toxicity testing
- Estuary

NPDES Compliance. RVA provides comprehensive water quality permitting (e.g., NPDES permits), receiving water assessment services, and water quality technical reports supporting CEQA documents. Our water resources practitioners also specialize in water quality assessments

in large watersheds, rivers, and reservoirs. Many of these projects are multi-year efforts where our services have resulted in significant savings by investigating conservative permit assumptions and ensuring a sustainable balance between resource needs and practical budget constraints. RVA provides specialized storm water management and monitoring services for municipalities to develop structural and institutional approaches to protect and improve receiving water quality. RVA uses tools to quickly identify storm water program compliance strategies that allow for informed management decisions that weigh uncertainties, risks, and costs. Our team of engineers and scientists routinely use state-of-the-art field monitoring approaches to characterize local waterbodies around Southern California. Our team's relevant experience includes construction and industrial site inspection, permit requirement interpretation, response to notices from regulators, Storm Water Pollution Prevention Plan (SWPPP) preparation and review, Water Quality Management Plan (WQMP) preparation and review, training, and annual reporting.

Municipal Storm Water Program Development. RVA develops municipal storm water programs for both Phase I and Phase II communities. Project elements include program organization, legal authority, BMP approaches for new development, existing development and construction activities, illegal discharge/illicit connections, community participation and education, staff training, annual reporting, monitoring program development and implementation, and overall program implementation.

Hydrology and Hydraulic Modeling. RVA offers extensive experience in hydrologic and hydraulic modeling and the use of model output for the analysis of channel modifications and stream restoration projects, including the development CEQA Technical Reports. Our team applies these models for long-term watershed and floodplain management. We develop and calibrate watershed hydrologic models and floodplain hydraulic models using new and existing data sources to examine both the volume reduction and control benefits of hydromodification projects. We also conduct stream restoration and open channel analyses to assist and design stream bank rehabilitation projects and to restore tidal flow in restricted salt marsh environments. Our team has experience with flood control permits, such as connection permits from San Bernardino City Flood Control District.

NEPA SERVICES

Categorical Exclusions

NEPA Categorical Exclusions (CE) are actions based on past experience with similar actions do not involve significant impacts on the environment. Various NEPA lead agencies have lists or policies related to CE for types of projects they carry out that typically qualify. If a project is anticipated to qualify for a CE, RVA will prepare a draft Notice which includes a description of the project, the location of the project, a finding that the project is excluded, including the

citation of applicable the guidelines and regulations for NEPA as administered by the Council on Environmental Quality (CEQ) and any NEPA Lead Agency guidance or handbooks. RVA will coordinate with the federal lead agency to finalize the Notice and complete the noticing requirements, including the Federal Register.

Environmental Assessment (EA)/ Finding of No Significant Impact (FONSI)

RVA will initiate the NEPA process by preparing a draft description of the purpose and need, proposed action (including the Area of Potential Effect (APE)), and proposed alternatives. The draft will be provided to the City and NEPA Lead Agency for review and comment. The NEPA Lead Agency is any federal agency that has discretionary approval or funding of the City's project, i.e., US Army Corps of Engineers, US Bureau of Land Management, Federal Highways Administration, etc. RVA will recommend any changes to construction methods and equipment, construction schedules, and operation and maintenance methods to avoid or minimize environmental impacts.

Once finalized and approved, the proposed action and alternatives will be used for the preparation of technical studies and the Environmental Assessment (EA). Technical Studies typically include biological resources, cultural resources, air quality, greenhouse gas/climate change, noise, traffic or traffic control, geotechnical, and hazardous materials. Technical Studies shall evaluate all the alternatives evaluated in the EA to the same level. A kickoff meeting will be held with the City and the NEPA Lead Agency to discuss the purpose, need, proposed action and alternatives, project schedule and public scoping/consultation process, the Work Plan, and any other items that may be critical to the overall NEPA process.

RVA will prepare an Admin Draft EA, using the Lead Agency's most recent/applicable template. The Admin Draft EA will identify, analyze and document the potential physical, environmental, cultural, and socioeconomic effects associated with implementing the proposed action or alternatives. The draft will include clear and informative graphics and mapping (using GIS or other appropriate software) to illustrate the project location and footprint and other pertinent information. The Admin Draft EA will include a list of agencies and people consulted. RVA will provide the Admin Draft EA for City and NEPA Lead Agency review and comment. Changes to the draft document will be completed in MS Word "track changes" to assist the City's and NEPA Lead Agency's review/back-check of changes to address all comments. The final version will be circulated to the public and agencies for review.

RVA will consult with the City and NEPA Lead Agency to establish the public review period, public notification and agency filing requirements for the EA. RVA will prepare draft Notice of Availability for NEPA Lead Agency review and approval and posting in the Federal Register and

will assist in developing a distribution list. RVA will support the NEPA Lead Agency for ensuring all distribution and noticing is NEPA compliant and documented for the Administrative Record.

Upon conclusion of the public review period, RVA will prepare written responses to all comment letters received. RVA will prepare thorough, reasoned, and appropriate responses to relevant environmental issues and be provided to the City and NEPA Lead Agency for review. The Final EA will consist of the revised Draft EA text, as necessary, and responses to comment letters. RVA will prepare a draft Finding of No Significant Impact (FONSI) for NEPA Lead Agency review and approval. RVA will support the NEPA Lead Agency with publishing in the Federal Register and on the NEPA Lead Agency's website and/or distribution of copies. If, however, the EA determines that the environmental impacts of the proposed Federal action will be significant, an Environmental Impact Statement shall be prepared.

Environmental Impact Statement (EIS)

Consistent with preparation of an EA/FONSI, to initiate this NEPA documentation process, RVA draft a description of purpose and need, proposed action (including the APE), and proposed alternatives. The draft will be provided to the City and NEPA Lead Agency for review and comment. The draft will include clear and informative graphics and mapping (using GIS or other appropriate software) to illustrate the project location and footprint and other pertinent information. Once finalized and approved they will be used for the preparation of the technical studies and the Environmental Impact Statement (EIS). Technical Studies typically include biological resources, cultural resources, air quality, climate change, hydrology, floodplains and water quality, noise, traffic or traffic control, geotechnical, and hazardous materials. Technical Studies shall evaluate all the alternatives evaluated in the EIS to the same level. A kickoff meeting will be held with the City and the NEPA Lead Agency to discuss the purpose, need, proposed action and alternatives, project schedule and public scoping/consultation process, the Work Plan, and any other items that may be critical to the overall NEPA process.

RVA will prepare a draft Notice of Intent (NOI) for the City and NEPA Lead Agency review and comment and publishing in the Federal Register. The Notice of Intent informs the public of the upcoming environmental analysis and describes how the public can become involved in the EIS preparation. The NOI starts the scoping process, which is the period in which the Federal agency and the public collaborate to define the range of issues and possible alternatives. RVA will assist the City and NEPA Lead Agency to prepare for and conduct a scoping meeting. RVA will summarize all oral and written comments received at the scoping meeting and review all responses to the NOI following the review period to ensure that all relevant concerns are addressed in the Draft EIS.

RVA will prepare an Administrative Draft EIS in accordance with the NEPA, 40 CFR Part 1500, the guidelines and regulations for NEPA as administered by the Council on Environmental Quality (CEQ) and any NEPA Lead Agency guidance or handbooks. The intent of the EIS is to inform the NEPA Lead Agency, and representatives of other affected/responsible agencies, the public and other interested parties of the potential environmental consequences from the proposed action and a reasonable range of alternatives. The EIS will include an evaluation of the alternatives direct, indirect, and cumulative environmental impacts. The Admin Draft EIS will include:

- Executive Summary
- Introduction, Purpose and Need
- Alternatives
- Affected Environment
- Environmental Consequences
- Environmental Justice
- Cumulative Impacts
- Potential for Generating Substantial Controversy
- Unavoidable Adverse Impacts
- Relationship Between Short-Term Uses and Long-Term Productivity
- Irreversible or Irretrievable Commitments of Resources
- Mitigation
- Agency Coordination and Public Involvement
- List of Preparers
- References
- Appendices

RVA will revise the Admin Draft EIS to address all NEPA Lead Agency comments. Changes to the draft document will be completed in MS Word "track changes" to assist the City's and NEPA Lead Agency's review/back-check of changes prior to public circulation. RVA will prepare a draft Notice of Availability for City and NEPA Lead Agency review and approval and publishing in the Federal Register. The final version will be circulated to the public and agencies review.

Following the closure of the required minimum 45-day public review period on the Draft EIS, RVA will meet with the City and NEPA Lead Agency to determine the approach and the extent of response needed to address all of the comment letters received. RVA will respond to all written

comments received on the Draft EIS. After the City's and NEPA Lead Agency's review of the responses, RVA will revise the responses to address all comments and finalize this section for inclusion in the Final EIS. Any changes to the Draft EIS required in response to comment letters will be memorialized in the Final EIS. Publication of the Final EIS begins the minimum 30 day "wait period," in which agencies are generally required to wait 30 days before making a final decision on a proposed action. A Notice of Availability is published in the Federal Register, announcing the availability of both the Draft and Final EIS to the public.

RVA will prepare a draft Record of Decision (ROD) for review and use of the NEPA Lead Agency for publishing in the Federal Register. The EIS process ends with the issuance of the ROD which explains the agency's decision, describes the alternatives the agency considered, and discusses the agency's plans for mitigation and monitoring, if necessary.

REGULATORY PERMITTING SERVICES

RVA has successfully prepared, processed and gained approval of several hundred permit applications within schedule or ahead of schedule. The RVA approach to regulatory permitting is developing a permits strategy for the types of permits likely to be required for projects, concerns we know the agencies will have, and working with the City on an early and frequent communications plan with the agencies. The strategy will include:

- delineate the jurisdiction of State and Federal waters and CEQA/NEPA related environmentally sensitive areas,
- a list of the contacts in each of the agencies for the specific project,
- conduct an initial pre-application meeting with each agency or all agencies together,
- establish the frequency of on-going meetings,
- develop a schedule,
- prepare applications,
- submit the applications,
- request field visits with the agencies,
- work with each agency to resolve any concerns or issues,
- contact them frequently,
- elevate issues to involve their supervisors if needed,
- identify potential ways to and locations for mitigation based on the agencies' policies of mitigation hierarchy and City's resources,
- request draft permits,
- review the draft permits with the City,

- provide comments to the permitting agency,
- work with them to finalize the permits,
- process through the City,
- recommend to the City one of RVA's methods for tracking permit compliance, and
- implement the project and mitigation.

RVA has an excellent reputation and proven success with the resource/regulatory agencies. RVA finds engaging the resource/regulatory agencies in the project planning and environmental documentation phase saves time and money. RVA has extensive experience coordinating with the regulatory agencies, including the ability to set up important meetings with regulatory agency decision makers, and to provide the technical memos or studies and other agency specific documentation requested. The agencies often request additional CEQA and/or NEPA documents because they require different mitigation or compensatory activities. RVA has deep relationships with all the regulators at every level within each of their organizations that facilitate responsiveness. The mutual respect and trust built over the years at many levels in each organization enables us to draft internal memorandums, letters, and permits for them. This expedites the process and relieves them of the burden of too many projects and lack of staffing.

> "RVA delivered all regulatory permits within a 1-year period that other firms had been working on for years." *Louis Abi-younes, former City Engineer, City of Ontario*

RVA offers a wide range of specialty services including regulatory permitting, biological clearances, jurisdictional delineations for State and federal waters, drainage studies, water quality studies and related services. Our natural resources and regulatory agency permitting team is trained in the most up-to-date regulations. RVA has prepared and processed hundreds of permit applications through the US Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), US Fish and Wildlife Service (USFWS), California Regional Water Quality Control Boards (Regional Boards), Air Quality Management Districts (AQMD), the California Coastal Commission (CCC), and Caltrans. RVA works closely with each applicant to assure that the biological and jurisdictional baselines, delineations and permit applications accurately address project impacts and ultimately comply with the state and federal review requirements and processes. RVA has established long-standing relationships with multiple organizational levels at each of the wildlife and regulatory agencies. These relationships, built on quality professional work and trust, enable RVA to deliver timely permits for simple and complex projects.

RVA has successfully inventoried sites and prepared delineations ranging from less than 1-acre to thousands of acres. Due to the dynamic nature of endangered species permitting and regulatory regulations and process, RVA stays up-to-date on the latest wildlife policies and

regulatory changes such as isolated drainages and wetlands, USACE Regional Conditions, and regional water quality standards and Basin Plans.

ADDITIONAL ENVIRONMENTAL SERVICES

Environmental Permit Compliance Services

RVA performs permit compliance services for public and private clients. The process is initiated in the environmental documentation phase by preparing the project Mitigation Monitoring and Reporting Plan (MMRP) and in the permitting phase through the project description and permit conditions. RVA will work with the City to develop a tracking spreadsheet, checklist, or full binder detailing the environmental commitments, mitigation measures, permit conditions, notifications, and other requirements to document permit compliance. RVA environmental permit compliance services include development of Habitat Mitigation and Monitoring Plans (HMMPs), Long-Term Management Plans (LTMPs), Conservation Easements, Deed Restrictions, Nesting Bird Plans and Surveys, monitoring and reporting for most species, protocol surveys, etc. Environmental permit compliance is critical to building and maintaining the agencies' trust for the current and future negotiations and mitigation requirements. RVA has extensive experience coordinating with the regulatory agencies, including the ability to set up important meetings with regulatory agency decision makers, and to provide the technical memos or studies and other agency specific documentation requested. RVA will be an advocate for the City during the permit process with the regulatory agencies. RVA will conduct any correspondence with the regulatory agencies at the request of the City.

Mitigation Monitoring Services

RVA is well-versed and experienced in all types of mitigation requirements for each of the resource categories. RVA's approach will be to develop a sound mitigation strategy with the City identifying all requirements, costs, and schedules for implementation and monitoring. The team has developed mitigation strategies, plans, designs, construction management, monitoring, reporting, specialized studies, and documentation for impacts to threatened, endangered, sensitive biological species; critical habitat; wetlands, riparian, upland, alluvial fans, and transitional/buffer habitats; cultural, archaeological, historic, paleontological resources; water quality improvements; hydrology and hydraulics changes; air quality emissions; greenhouse gases; noise and vibration; health risks; traffic; aesthetics; erosion control; etc. RVA developed mitigation for numerous types of projects, including flood risk management dams and channels; watershed improvements; stormwater capture and biofiltration; water supply, conservation and recharge; waterworks; storm drains; potable and recycled water and sewer lines; lift stations and pumps; utilities for power, gas, and fiber optics; transformers; groundwater monitoring wells; roadways; bridges; diversions; mining; habitat restoration; and related infrastructure and

appurtenances for construction, operations, and maintenance, as well as project changes over time. RVA will develop a tracking plan for all mitigation requirements so the City or RVA can ensure compliance with appropriate mitigation implementation and monitoring requirements.

GIS Support Services

A key component of RVA's support services is the use of GIS application to provide a clear understanding of the technologies required to create and manage information, especially with respect to mapping of sensitive resources, including special habitats and waters of the US/State, and construction and operation and maintenance footprints, to support impact analysis. The RVA team prepares numerous map layers using common database and GIS data standards. RVA's environmental and GIS team have worked side by side on small and large-scale projects, specifically to provide detailed analysis and supporting graphics to support CEQA and NEPA documents and regulatory permit applications and permit required memos and reports.

Community Outreach and Public Relations Services

RVA is well versed in developing and implementing communications and outreach plans that engage, involve, and inform a wide range of stakeholders while building project credibility and consensus. Our approach to community outreach and communications for environmental and technical projects offers continuous opportunities for meaningful input and involvement throughout the life of the project – all of which are strategically organized to develop a consensus-based vision, local ownership, and to foster community awareness about the project.

RVA will assist the City to achieving the community outreach and public relations goals of engaging, involving, informing, and educating the wide range of stakeholders (e.g. community members, activists, regulators, elected officials, the media) about the purpose, scope, concepts, environmental issues or other technical issues of the proposed project plan; and to build trust and credibility with the stakeholders for the proposed project plan.

RVA possesses a proven track record and a strong commitment in representing the City's best interest.

Peer Review Services

RVA brings the needed depth and breadth of accomplished individuals and the ability to provide technical support for the needs of environmental services. After the City's goals and objectives for each project have been established, including budget, schedule and critical issues, preparation or peer review of technical studies will be completed by one or more of the technical team identified in this proposal. Peer Review of draft environmental documents and reports will focus on the accuracy of the analyses, appropriateness of assumptions, and compliance with environmental laws and regulations as well as City requirements and standards.

WORK PLAN AND SCHEDULE

Project Management

RVA has many years of experience in managing simple, complex, and multifaceted projects. We have refined an approach that is responsive, efficient and timely. Key success to our work plan approach are the following principles and practices:

1. For CEQA/NEPA documents, regulatory permitting and technical studies purposes, develop a Project Description that is sufficiently focused on satisfying Federal, state and local agencies, and that is sufficiently flexible to allow for reasonably foreseeable modifications as the project moves through the environmental, planning, planning, permitting, design, construction and operation & maintenance process while maximizing use of relevant prior studies;
2. As determined appropriate and necessary by the City, assist in Project Description definition through use of prior studies, workshops with the City team members and support in developing more detailed conceptual alternatives and designs;
3. Conduct a comprehensive peer review and/or update of the various project-specifics, environmental and technical studies, updating where applicable given the elapsed time and change in project or regulatory conditions, and focusing especially on the modified project construction and operational parameters;
4. Develop comprehensive environmental compliance schedules;
5. To expedite environmental document review, submit the assumptions, Project Description, Technical Study protocols, Alternatives, and appropriate significance thresholds and design guidelines in advance to the City team;
6. Work closely with the City team to communicate key project objectives, benefits, and implementation steps to the public and regional, state and Federal stakeholders including proactive and early communication with regulatory agencies; and
7. Provide collaborative, web-based file sharing utilizing proprietary web-based programs that offer communication and file review/sharing tools, which can substantially streamline the environmental document and project review time and reduce costly errors and inefficiencies.

RVA is committed to maintaining team continuity and performance throughout this important contract period. The key personnel of the Project Delivery Team (PDT) will be available as requested and no person critical of the completion of the task order will be replaced without the concurrence of the City Project Manager.

The RVA Work Plan has been proven on past projects to be effective in meeting or exceeding client goals for completing projects on or ahead of schedule and within or below budget. The Work Plan sets the stage for how to execute the process successfully including all key participant's roles and expectations. The Work Plan includes the following components:

- Understanding agency objectives;
- Project implementation plan;
- Critical path method scheduling;
- Project communication and momentum;
- Budget control;
- Project progress meetings;
- Progress reports; and
- Quality Control.

A draft Work Plan will be prepared and distributed to the team prior to the kick-off meeting. The Work Plan will be refined as a result of the kick-off meeting discussion. The Work Plan will be re-checked at key milestones throughout the process and discussed and adjusted, as appropriate. The Work Plan are further outlined below.

Understanding Agency Objectives. Prior to initiating our efforts, a thorough understanding of the City objectives is essential to achieve the successful design, documentation and timely approval for your projects. RVA will work closely with the City to identify specific goals, objectives and critical issues. This initial project scoping and understanding is very important because the purpose, schedule and potential funding sources can vary from project to project.

Project Management Plan. Key to ensuring that an effective project schedule can be developed and maintained is preparing a comprehensive Project Management Plan (PMP). The PMP includes a scope of work that will be developed with City team members which identifies the specific project tasks, deliverables, and team responsibility for each. The PMP will identify the proper task sequence and assumptions that are critical for on-time, on-budget project delivery. Development of a PMP and detailed scope of work minimizes the chances of miscommunications or misdirection between all Team members, including the City, RVA, and subconsultants and various functional leaders.

Critical Path Method Scheduling. Recognizing the need for the City to effectively schedule project oversight reviews, RVA understands the importance of a project schedule as a key communication tool in the management of a project. The detailed project schedule will include several key aspects that maximize effectiveness including:

- Information must be easily communicated and understood;

- Collaboration from each appropriate subject matter expert of the project team;
- Inter-relationships of tasks are identified, including internal QA/QC and agency review periods; and,
- Data must be simple to use and update.

Specific critical path items or key critical decisions that affect plan development will be identified on a continual basis to ensure the project schedule is met. RVA will promptly notify the City of any changes in anticipated project progress.

Project Communication and Momentum. RVA works to foster a professional team relationship between all members of the PDT. After a Project's scope and schedule have been agreed upon, RVA intensifies communication and maintains project momentum. The Project Manager is responsible for assuring the appropriate high-level priority by all team members. Continuous verbal and electronic communications are essential to working in an effectively integrated and collaborative manner.

Communication within the Project team is of utmost importance. The Project Manager will chair bi-weekly conference calls with the internal team to address status, projected tasks, schedule, budget, and issues. Issues will be discussed and usually resolved. Unresolved issues will follow the escalation ladder by going designated Task Manager, then Project Administrator/Manager, and then Principal in Charge for final resolution. City comments, changes to agency requirements, changes in scope and schedule must be raised immediately to the Project Administrator/Manager and coordinated with the appropriate Task Manager. The use of the teams' e-mail, FTP and internet capabilities will be essential as a vehicle for interacting between team members on project activities. Each Task Manager is responsible for their product and group. A PMP will be developed at the start of the project with the City and the RVA team. Specific roles, tasks, responsibilities, schedules, and budgets will be included. This clear definition of expectations helps each member stay on track and be held accountable through bi-weekly or more frequent discussions.

A positive "feedback" system will be incorporated into the project process so that project issues and/or comments are communicated effectively with the appropriate team member. Contractual issues will be addressed and resolved by the Project Administrator/Manager and the Task Manager. Technical issues will be addressed and resolved by the appropriate Technical Leader and coordinated with the team members.

Conflict management issues/resolution will be reviewed to:

- Check the adequacy of corrective measures;

- Avoid disruption of client relations resulting from inadequate or inappropriate responses to the situation; and
- Take measures to avoid the recurrence of the problem.

Budget Control. RVA is well aware of the City efforts to control the cost of projects. Work program task costs will be controlled by frequent monitoring and early identification of any scope changes. RVA recommends the development of a Work Breakdown Structure (WBS) which is based on a detailed scope of work. This WBS is equated to Tasks with assigned budgets that are maintained in RVA's project cost accounting system. Project Manager and other Task Managers have real time access to this cost data from their desktop computers enabling continuous monitoring of project costs by each of the tasks managers on the project. Budgets and schedules for each component of the WBS are reviewed with each functional leader prior to commencing work, and regular updates of cost to date and percentage complete are evaluated with each leader throughout the project.

Project Progress Meetings. RVA recommends a monthly or as-needed basis meeting with the City. The purpose of these meetings will be to discuss the project objectives, review schedule and work progress to date, to resolve critical issues promptly, to address budget issues and concerns and discuss other related items.

Progress Reports. RVA can provide monthly progress reports for the duration of the on-call activities. RVA can submit a Progress Report summarizing all work progress and billings to date. The report will also address potential problems that may delay achieving the project milestones and recommend how to avert such problems. The RVA team is proud of its overall accomplishments in maintaining and accelerating project delivery in partnership with our agency team members. RVA's management approach has been tested by the numerous agencies involved in our past projects.

Quality Control. RVA's Quality Assurance/Quality Control (QA/QC) Program is a continuous process used not just at project milestones, but also on a daily basis as work flows from desk to desk, discipline to discipline, and consultant to client. RVA utilizes this QA/QC program on each project undertaken to ensure that a high quality product is delivered on schedule and within budget. RVA's key organizational elements for QA/QC are adaptable to any project. RVA has developed project specific QA/QC plans for past projects and will develop a specific plan for each project.

RESOURCES AND CAPABILITY COMMITMENT

RVA has an estimated 65% current workload program with the capacity of resources to immediately mobilize the right team members for completion of the Scope of Services. As a small business RVA has increased in size each year since we started. Our Business Plan

projections are on track to maintain a relatively small group of excellent employees while maintaining economic viability. RVA has secured a team of highly qualified subconsultants to supplement our services in order to meet any scale and complexity requirement for any project assignment. RVA has worked with each of the subconsultants on other projects and has done so for years. We know and trust one another's integrity, expertise, and quality of work. RVA has the required depth and breadth of technical resources to handle multiple projects and any contingency that may arise.

Key team members critical of the completion of a task assignment will not be replaced without the coordination and concurrence of the City's Project Manager/Planner. RVA commits to the City on the availability of our resources and will place a high priority on meeting the services required for all projects

FULL SERVICE, MULTI-DISCIPLINARY APPROACH GETS THE JOB DONE!

B. COMPANY INFORMATION

Ruth Villalobos & Associates, Inc. is a California S-Corporation with office located at 3602 Inland Empire Blvd, Suite C310, Ontario, California. For over 12 years, RVA has been a legally registered business under this business name and has provided services of a similar type and scope as described in the Scope of Services. The RVA owners (wife/husband) consist of Ruth Villalobos and Juan Villalobos. Ruth Villalobos, President shall be the contact person, and she can be reached at rvillalobos@rvacorp.com or (909)685-5942. Ruth shall be responsible for RVA's contractual actions and shall notify the City when any RVA team member assigned to the City has changed. RVA is a *certified Woman-Owned Small Business (WOSB), California Disadvantaged Business Enterprise (DBE).* The Ontario, CA office will perform all services to the City of Banning, CA (City).

RVA does not have any commitments or potential commitments that may impact RVA's ability to perform the Contract, if awarded.

Recognized Leader in Planning and Environmental Analysis Services. RVA is highly respected in the consulting profession for Planning, Environmental Analyses and Permitting service throughout the Inland Empire and southern California area. Ms. Ruth Villalobos, President of RVA has over 42 years of experience leading and working on over 1,000 planning and environmental projects. She retired from the U.S. Army Corps of Engineers, Los Angeles District (Corps), after 34 years of service, as the former Chief of Planning Division and former Chief of Environmental Resources Branch. During her tenure, Ms. Villalobos was directly responsible for the environmental (CEQA/NEPA) and regulatory permitting oversight of Corps activities within southern California including the Whitewater River Watershed; Santa Ana River Watershed; Los Angeles River Watershed; Santa Margarita River Watershed and many other water resources boundaries. As a consultant, Ms. Villalobos and her team continue to serve both public and private clients on projects throughout the entire Riverside and San Bernardino counties.

FIRM RESPONSIBILITY

RVA will serve as the Prime Consultant for this contract and will provide the single source of project management, responding directly to the City, for all aspects of the contract. Our team is structured to efficiently and effectively formulate the best response to any of the task assignments, regardless of size and complexity. Our team is led by professionals with institutional knowledge and in-depth understanding of the CEQA compliance and regulatory permitting processes.

Within the past five (5) years or within the history of the company, RVA including owners, vice president, or any/all staff members have not been involved with any litigation, mediation, or

arbitration, regarding the performance of any services similar to the Services. RVA has never been:

1. Found to be a non-responsible contractor by any public agency;
2. Convicted for false claims;
3. Had the company's license revoked or suspended;
4. Debarred or otherwise ineligible to bid on or be awarded a public works contract;
5. Terminated for cause or defaulted on a contract; or
6. Convicted of a crime involving the awarding of contract, or the bidding or performance of a contract.

RVA understands that if any contract service(s) require a license or certification, RVA shall identify any claims or disciplinary action taken against the "Company or any of Company's" key personnel within the past five years.

C. COMPANY PERSONNEL

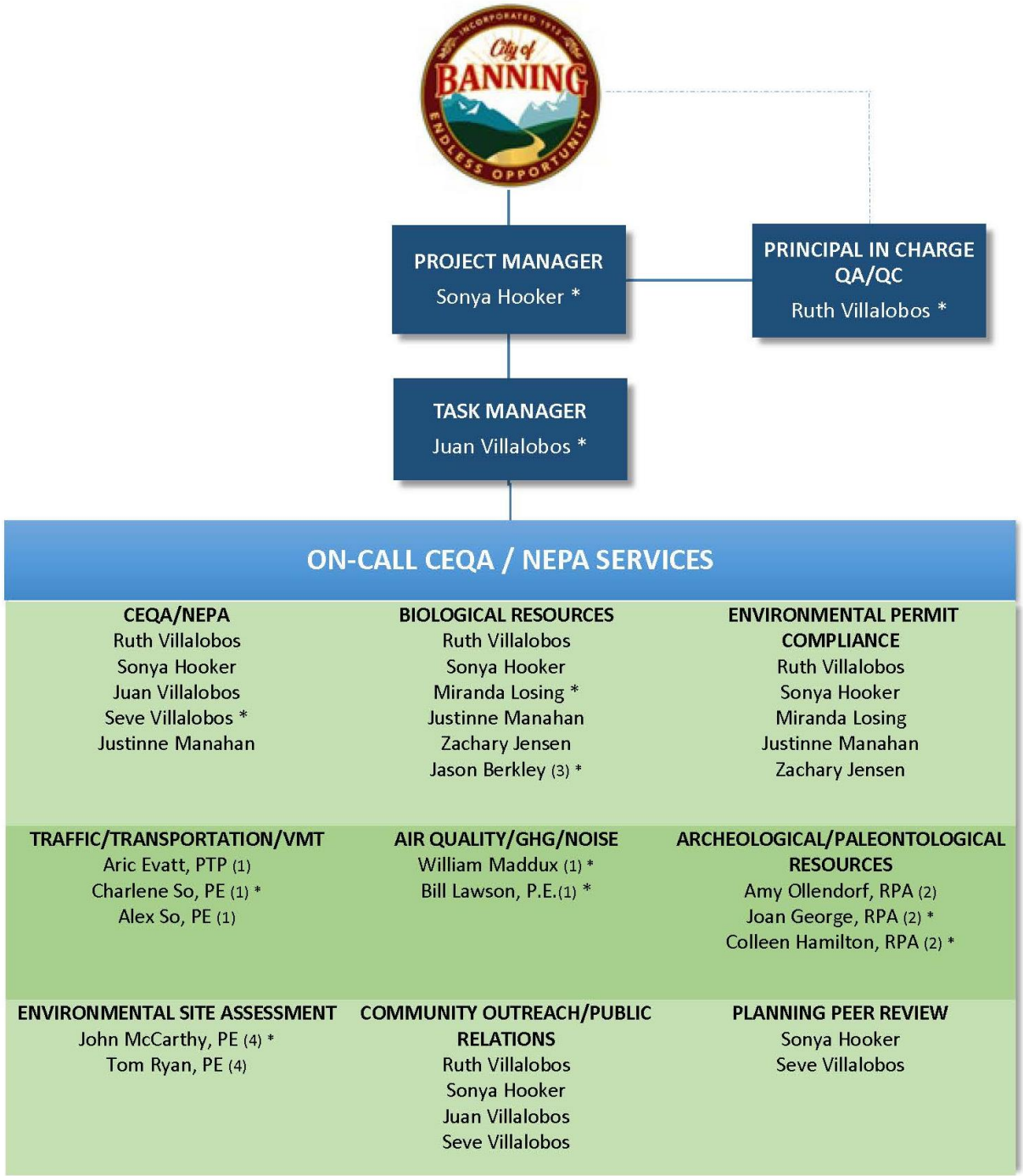
RVA is prepared to commit its personnel and its resources to serving the City by offering our services in accordance with the established Scope of Services including relevant experience, professional certification, license, and/or registration, education, and experience for each of the required categories. RVA offers a high-quality technical team of experts and a sound team of subconsultants necessary to meet the environmental requirements for each project or task. The RVA team brings the needed depth and breadth of accomplished individuals and the ability to provide technical support for the needs of all environmental and regulatory services and community outreach. The *RVA team will truly serve as an extension of the City's team.*

If a contract task or subtask require a California license, RVA shall assign a professional team member with the appropriate license to practice in California.

KEY PROFESSIONAL TEAM MEMBERS

RVA is prepared to commit its personnel and its resources to serving the City by offering our services in accordance with the established Scope of Services including relevant experience, professional certification, license, and/or registration, education, and past experience for each of the required categories. RVA offers a high quality technical team of experts and a sound team of subconsultants necessary to meet the environmental requirements for each project or task. The RVA team brings the needed depth and breadth of accomplished individuals and the ability to provide technical support for the needs of all environmental and regulatory services and community outreach. The *RVA team will serve realistically as an extension of the City's team.*

ORGANIZATIONAL CHART



RVA and all assigned key professionals, including subcontractors are properly licensed to practice in California.

The table below identifies RVA's senior-expert team members based in Southern California with 20 or more years of professional environmental experience.

Senior-Expert Team Members with 20+ years Professional Experience			
Name	**Years**	**Company**	**Professional Area**
Ruth Villalobos	45	RVA	CEQA/NEPA, Regulatory Permitting, Compliance, Mitigation
Juan Villalobos	35	RVA	CEQA/NEPA, Community Outreach
Sonya Hooker	25	RVA	CEQA/NEPA, Biology, Regulatory Permitting, Compliance, Mitigation
Amy Ollendorf, RPA	40	Applied Earthworks	Cultural Resources, Archeology, Paleontology
Joan George, RPA	27	Applied Earthworks	Cultural Resources, Archeology, Paleontology
Colleen Hamilton, RPA	45	Applied Earthworks	Architectural Historian
Jason Berkley	30	Cereus	Biology, Species Survey
Aric Evatt	28	Urban Crossroads	VMT/Transportation
Bill Lawson, P.E., INCE	25	Urban Crossroads	Air/GHG and Noise
William Maddux	24	Urban Crossroads	Air/GHG and Noise
Charlene So, P.E.	21	Urban Crossroads	VMT/Transportation
John McCarthy, P.E.	36	Q3	Water Resources Engineering
Tom Ryan, P.E.	24	Q3	Water Resources Engineering

The table below identifies the RVA key professional team members (including subcontractors) for this contract. The information provided for each team member includes individual name, title, phone number, email address, description of work to be assigned to perform under this Agreement, number of career years of experience, education, registration/ licenses and relevant experience.

Team Member	Yrs of Exp	Education/Key Experience	Registration/Licenses	Relevant Past Experience
RUTH VILLALOBOS Principal-In-Charge, Quality Control/Quality Assurance (909)685-5942 rvillalobos@rvacorp.com Work to be assigned: CEQA/ NEPA, Regulatory Permits, Environmental Permit Compliance, Mitigation, Community Outreach/Public Relations	45	▪ M.S., Water Resources and Environmental Planning, Arizona State University ▪ B.S., Geography and Mathematics, Texas A&I University ▪ 2008-2000 USACE Los Angeles District, Chief, Planning Division ▪ 2000-1985 USACE Los Angeles District, Chief, Environmental Resources Branch	▪ Association of Environmental Planners (AEP)	▪ Upper Santa Ana River Habitat Conservation Plan EIR/SEIS, SBVWCD ▪ Earvin "Magic" Johnson Recreation Master Plan-EIR, CA ▪ Prado Basin Ecosystem Restoration-EIR/EIS, CA ▪ Sycamore Hills Distribution-EIR, CA ▪ Bending the River Back in the City-EA, Los Angeles
SONYA HOOKER Project Manager (909)245-1128 shooker@rvacorp.com Work to be assigned: CEQA/ NEPA, Regulatory Permits, Environmental Permit Compliance, Mitigation, Community Outreach/Public Relations, Peer Review	25	▪ B.A., Biology, California State University, San Bernardino	▪ Association of Environmental Planners (AEP)	▪ Upper Santa Ana River Habitat Conservation Plan-EIR/SEIS, CA ▪ Sycamore Hills Distribution-EIR, CA ▪ Crestview Apartments-EIR, CA ▪ Prado Basin Ecosystem Restoration-EIR/EIS, CA ▪ SkyPark at Santa's Village-EIR, CA ▪ Prado Sewer Improvements-IS/MND, CA

JUAN VILLALOBOS Task Manager (909)289-0621 jvillalobos@rvacorp.com Work to be assigned: CEQA/ NEPA, Community Outreach/Public Relations, Water Resources	35	▪ B.S., Landscape Architecture, California State Polytechnic University, Pomona ▪ 2004-1985 USACE Los Angeles District, Senior Study Manager and Landscape Architect	▪ Association of Environmental Planners (AEP)	▪ Earvin "Magic" Johnson Recreation Master Plan-EIR, CA ▪ Prado Basin Ecosystem Restoration-EIR/EIS, CA ▪ Glendale-Los Angeles Garden River Bridge-IS/MND, CA ▪ Bending the River Back in the City-EA, Los Angeles ▪ Greater El Monte/North Hollywood DAC Stormwater Capture Study, CA
SEVE VILLALOBOS (909)245-1125 svillalobos@rvacorp.com Work to be assigned: CEQA/NEPA, Peer Review	11	▪ B.S., Business Administration, University of California, Riverside ▪	Association of Environmental Planners (AEP)	▪ Sycamore Hills Distribution-EIR, CA ▪ Earvin "Magic" Johnson Recreation Master Plan EIR, CA ▪ Prado Basin Ecosystem Restoration EIR/EIS, CA ▪ Peck Water Conservation, IS/MND, CA ▪ Bending the River Back in the City-EA, Los Angeles
MIRANDA VILLALOBOS (909)245-1129 mvillalobos@rvacorp.com Work to be assigned: Biological Resources, Regulatory Permits, Environmental Permit Compliance, Mitigation	11	B.A., Biology, California State University, San Bernardino	▪ Association of Environmental Planners (AEP)	▪ Prado Basin Ecosystem Restoration EIR/EIS, CA ▪ Sycamore Hills Distribution-EIR, CA ▪ Crestview Apartments-EIR, CA ▪ Upper Santa Ana River Habitat Conservation Plan-EIR/SEIS, CA ▪ Metro Shoemaker Bridge, Permits, CA
JUSTINNE MANAHAN (909)245-1133 jmanahan@rvacorp.com	5	▪ M.S., Environmental Studies, California State University Fullerton	▪ Association of Environmental Planners (AEP)	▪ Sycamore Hills Distribution-EIR, CA ▪ Crestview Apartments-EIR, CA

Work to be assigned: Biological Resources, Regulatory Permits, Environmental Permit Compliance, Mitigation		▪ B.A., English Rhetoric and Composition, California State University, Long Beach		▪ Upper Santa Ana River Habitat Conservation Plan-EIR/SEIS, CA ▪ Los Angeles River Invert Access Ramp, Permits, CA ▪ Metro Shoemaker Bridge, Permits, CA
JASON BERKLEY SUB: Ceresus Environmental (714)493-1120 jberkley@cerusenvironmental.com Work to subcontract: Biological Resources, Species Survey	30	▪ B.S., Zoology, California State Polytechnic University, Pomona	▪ CDFG Scientific Collector's Permit (SCP000187); USFWS SWFL Recovery Permit (TE009015-5); USFWS LBVI Recovery Permit (TE009015-5); USFWS SBKR (TE009015-5)	▪ Focused species surveys for LBVI, SWFL, Coastal Gnatcatchers, SBKR, etc. for various projects throughout SoCal and Arizona
AMY ORLLENDORF, RPA SUB: Applied Earthworks (626)578-0119 x400 aollendorf@appliedearthworks.com Work to subcontract: Archaeology, Paleontology	40	▪ Ph.D/M.S./B.S., Ancient Studies, University of Minnesota	▪ Registered Professional Archeologist, No. 12588	▪ Bloomington Business Park, Bloomington ▪ Santa Ana River Trail ▪ California High Speed Rail ▪ Cobalt Solar Project, Riverside City
JOAN GEORGE, RPA SUB: Applied Earthworks (951)766-2000 x523 jgeorge@appliedearthworks.com Work to subcontract: Archaeology, Paleontology	27	▪ B.S., Anthropology, University of California, Davis	▪ Registered Professional Archeologist, No. 28093	▪ Sycamore Hills Distribution Center, City of Riverside ▪ Crossroads North, Riverside City ▪ Six Timber Bridges, Riverside City

COLLEEN HAMILTON, RPA SUB: Applied Earthworks (951)766-2000 x513 mchamilton@appliedearthworks.com Work to subcontract: Architectural Historian	45	▪ M.A., History, University of Missouri ▪ B.S., Anthropology, Wright State University	▪ Registered Professional Archeologist, No. 10535	▪ Metro On-Call ▪ El Pueblo State Historic Park ▪ Alameda Esplanade Improvements, LA City ▪ Port of Long Beach Master Plan Update
BILL LAWSON, P.E., INCE SUB: Urban Crossroads (949)584-3148 blawson@urbanxroads.com Work to subcontract: Traffic, Air Quality, GHG,	25	▪ M.S., Civil and Environmental Engineering California Polytechnic State University, San Luis Obispo ▪ B.S., City and Regional Planning California Polytechnic State University, San Luis Obispo	▪ Registered Professional Traffic Engineer, TR 2537 ▪ AICP ▪ Professional Transportation Planner (PTP) ▪ Institute of Noise Control Engineering (ITE)	▪ Elder Creek Channel Improvements Noise Analysis, Highland, CA ▪ Six Basins Water Management Noise Analysis City of Los Angeles, CA ▪ SGVWC Plant Construction Noise Monitoring, El Monte, CA
WILLIAM MADDUX SUB: Urban Crossroads (619)778-1974 bmaddux@urbanxroads.com Work to subcontract: Noise, Vibration	24	▪ B.S., Urban and Regional Planning, California State Polytechnic University, Pomona	▪ Association of Environmental Planners (AEP) ▪ Air and Waste Management Association (AWMA) ▪ Institute of Noise Control Engineers (INCE)	▪ Replenish Big Bear Lake, Big Bear Area Regional Water Agency ▪ Bloomington Animal Shelter, City of San Bernardino ▪ Discovery Village, City of Murrieta ▪ IDI Perris Logistics Center South, City of Perris
CHARLENE SO, TE. SUB: Urban Crossroads (949)861-0177 cso@urbanxroads.com Work to subconsultant:	21	▪ B.S., Civil Engineering, University of California, Irvine	▪ Registered Professional Traffic Engineer – TR2414	▪ Woodruff Logistics Center, City of Ontario ▪ Mission and Sultana Warehouse, City of Ontario

Transportation, Traffic				▪ Pine Avenue Capacity Analysis and Modeling, Chino, CA
JOHN McCARTHY, PE SUB: Q3 Consulting (949)259-6730 jmccarthy@q3consulting.net Work to subconsultant: Water Resource Engineering	36	▪ B.S., Civil Engineering, California State Polytechnic University, San Luis Obispo	▪ Professional Civil Engineer, California No. 47583 ▪ Certified Floodplain Manager, No. 05-01596	▪ Meyers Creek Drainage System, City of San Bernadino ▪ Limonite Gap Closure, City of Eastvale ▪ Chino Preserve Storm Drain Master Plan, City of Chino ▪ Bedford Canyon Channel, Riverside Co Flood Control
TOM RYAN, PE SUB: Q3 Consulting (949)259-6728 tryan@q3consulting.net Work to subconsultant: Water Resource Engineering, Water Quality	24	▪ M.S., Civil Engineering, Royal Institute Technology, Stockholm Sweden ▪ B.S., Civil Engineering, California State University, Long Beach	▪ Professional Civil Engineer, California No. CE61701	▪ West Fontana Bioswale, San Bernardino Co Flood Control District ▪ Active Recharge Transfer- Mill Creek Project, San Bernardino Co Water Conservation District ▪ Gateway Regional Drainage Study, Grand Terrace

RUTH VILLALOBOS

Environmental and Permitting Director

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Education

M.A., Geography - Water Resources and Environmental Planning
Arizona State University

B.A., Geography and Mathematics
Texas A and I University

Professional Affiliations

OBA
Member, Board of Directors

National Geographic Society
Member

APA
Member, American Planning Association

AEP
Member, Association of Environmental Professionals

Honors and Awards

- *Gallery of Distinguished Civilian Employees, USACE LA District*
- *BNSF Certificate of Appreciation*
- *USACE Commander's Award for Civilian Service*
- *Women in Science and Engineering Award Nominee*

Professional Qualifications

Ruth Villalobos is a nationally recognized leader in addressing and resolving planning and environmental issues. Prior to establishing Ruth Villalobos & Associates, Inc. (RVA), in 2012, she worked for the US Army Corps of Engineers ("USACE") for 34 years, serving as Chief, Planning Division of the Los Angeles District. She was also the Acting Deputy District Engineer. While with the Corps, Ms. Villalobos oversaw the development of congressional planning decision documents, including reconnaissance and feasibility studies with Environmental Impact Statements / Reports. After leaving the Corps, she joined the private sector and became Vice President for a successful consulting firm for four years (2008-12). She has had extensive success in planning and CEQA/NEPA documents, Section 408 and all regulatory permits, serving all her clients with supreme expedited results.

Project Experience

- ***Prado Sewer Pipeline and Lift Station, located in the US Army Corps of Engineers (USACE) Prado Regional Park and City of Chino, California.*** Ruth served as Project Manager for the IS/MND, EA/FONSI, technical studies, and QC for the team efforts. The project consisted of installation of sewer pipelines extending approximately 2.4 miles and installation of a new lift station. The sewer pipeline alignments are largely within public street right-of-way; however, 2 miles of the pipeline and the lift station are located within the Prado Regional Park, a San Bernardino County leasehold of Federal USACE property. She obtained all regulatory permits including a reverification Nation Wide Permit (NWP) upon expiration. Ruth oversaw the fair market value appraisal for the Federal land. She developed the lease agreement between the City of Chino and the Corps. She led the environmental compliance inspections.

- ***Cucamonga Creek Watershed Regional Water Quality, Mill Creek Wetlands Project, Cities of Ontario and Chino, California.*** Environmental Manager. The City of Ontario had been planning a 52-acre wetland for water quality improvements for 6 years. The wetlands would treat stormwater from the 77-square mile drainage area, including planned new development in the New Model Colonies. The City of Ontario and NMC Builders, LLC, contracted with Ms Villalobos to facilitate the approvals needed from USACE (Section 408 Permit, Section 404 Permit, Outgrant (lease) for Corps land, and approvals for hydrology, hydraulics, reservoir regulations, structural, environmental) to utilize 42 acres of Federal land and divert water from the Cucamonga Creek into the

PROJECT EXPERIENCE

- *(cont.)* wetland system, as well as the regulatory permits from CDFW, USFWS, RWQCB, and San Bernardino County. Within 14 months Ms Villalobos negotiated and secured all necessary permits and approvals to allow the project to initiate construction on schedule. The $15-million-dollar project has been constructed.

- *Prado Basin Ecosystem Restoration, Riverside and Orange Counties, California.* Ruth was responsible to OCWD for the development of a USACE Feasibility Study and EIS/EIR to increase water conservation and ecosystem restoration within Prado Dam basin. The complex project includes sediment management activities, the second largest riparian forest in Southern California, recreation uses, flood forecasting and triggers, dam safety, flood risk management, and upstream and downstream physical and operational impacts.

- *Glendale – Los Angeles Garden River Bridge, Glendale, California.* Environmental Director/QAQC responsible for the completion of the CEQA/NEPA, technical studies, approval for Section 401, 404 and 1602 permits, and Section 408 permit. The City of Glendale intends to build a bridge over the Los Angeles River (named the Garden River Bridge) that is meant to be a continuation of the parks on the Glendale and Los Angeles sides of the river. The project will be an extension of the Glendale Narrows Riverwalk Phase 2 bike path in the City of Glendale and the Los Angeles River Bike Path in the City of Los Angeles.

- *Bending the River Back into the City, Los Angeles, California.* The project includes the construction and operation of a water wheel outside of the Los Angeles River channel to model the historic water wheel as an aesthetic/educational statement. The project is the first to gain water rights in the Los Angeles River from the Regional Water Quality Control Board. RVA obtained permits/approvals from USACE (Section 404 and Section 408), CDFW (1600 Streambed Alteration Agreement), and the Regional Water Quality Control Board (401 Certification) required for the initial phase of the project.

- *San Antonio Avenue Storm Drain Project, Ontario, California.* Environmental Director/QAQC responsible for the completion of the biological resources assessment, jurisdictional delineation assessment, and successfully obtaining the Sections 404, 401, 1600 and San Bernardino County FCD Encroachment permits. The project located in the City of Ontario included the construction of a mainline storm drain designed to carry storm runoff for a 100-year storm event.

- *California Street Widening Project, Loma Linda, California.* Ruth was the Environmental Director/QAQC responsible for the development of the Final CEQA document, technical studies by subconsultants, and regulatory permit applications. The project site is located at the intersection of California Street and Redlands Boulevard and the Mission Creek earthen storm drain channel. The proposed project includes installation of a new triple reinforced concrete box (RCB) and roadway improvements including widening of California Street south of Redlands Blvd., relocation of existing utility lines and a traffic signal pole, installation of concrete curb and sidewalk, asphalt paving, re-striping of lanes and crosswalks, and fencing. The project required a traffic detour and coordination of construction timing when the adjacent Mission Elementary School is not in session. RVA supported the City in AB 52 consultation with local Native American Tribes and coordinated with regulatory agencies to negotiate conditions and mitigation on behalf of the City.

- *6th Place Crossing Project, Yucaipa, California, City of Yucaipa.* Ruth was the Enviornmental Director/QAQC responsible for facilitating and coordinating with the resource agencies. She revised and updated the regulatory permit applications to include temporary and permanent impacts associated with the culverts and roadway to provide a safe crossing of Wildwood Creek. The project was construction and O&M of a maintenance access ramp into Wildwood Creek channel that was required by San Bernardino County Flood Control District. RVA proactively included operation and maintenance activities in each regulatory permit application thus precluding the City from acquiring separate O&M permits after construction.

SONYA HOOKER

Director of Environmental Services

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EDUCATION

B.A., Biology
California State University, San Bernardino

Project Management Certificate
University of California Riverside, Extension

PROFESSIONAL AFFILIATIONS

AEP
Member, Association of Environmental Professionals

APA
Member, American Planning Association

NAEP
Member, National Association of Environmental Professionals

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PROFESSIONAL QUALIFICATIONS

Sonya Hooker is a recognized leader with 22 years of experience in the environmental planning, sustainability, engineering and regulatory arena. Sonya leads a multi-disciplined group of professionals united in the goal to provide responsive and high-quality client service. Under Sonya's direction, the skilled team provides consulting services to public and private sector clients throughout California and southwest U.S. region. Sonya has the experience and ability to navigate complex and controversial projects through the environmental compliance processes with her in-depth understanding of the evolving regulatory environment on a local, state, and federal level. Her collaborative approach unites legal and scientific support resulting in legally defensible documents while responsibly managing project budgets and keeping clients abreast of project status and challenges through the approval process.

PROJECT EXPERIENCE

- *Initial Study/ Mitigated Negative Declaration for two Drive Thru Restaurants Project,* City of Highland, California.
- *Environmental Permitting (401, 404, 1600), Permit Compliance, and Mitigation for various Bridge Projects including Avenue D, 13th Street, Transit Center, Fremont Street, 6th Place, Wilson III Basins,* City of Yucaipa, California.
- *Mitigated Negative Declaration, Jurisdictional Delineation, and Regulatory Permitting for the Wildwood Creek Basin,* City of Yucaipa, California.
- *Biological Resources Section and Updated Jurisdictional Delineation for the Oak Glen Creek Specific Plan EIR,* an approximately 116-acre project with single family residential, open space, and Innovation District uses, City of Yucaipa, California.
- *Environmental Impact Report and Regulatory Permitting for the Toscana Village at Temescal Valley Project,* a 27-acre commercial and office development including a gas station, located along the I-15 freeway at Indian Truck Trail and Temescal Canyon Roads, Riverside County, California.
- *Supplemental Environmental Impact Report for the Greenspot Village & Marketplace Specific Plan,* a 104-acre mixed use development located east of the SR-210 freeway and north of Greenspot Road in the City of Highland, California.
- *Initial Study/ Mitigated Negative Declaration and Regulatory Permitting for the California Street Widening Project,* Loma Linda, California.
- *Initial Study/ Negative Declaration for the Greenspot Road/ Pole Line Road – General Plan Land Use Amendment & Zoning Amendment,* Highland, California.
- *Environmental Impact Report for the Crestview Apartments Project,* a 237-unit apartments development, located at the northwest corner of Central Avenue and Sycamore Canyon Boulevard, in the City of Riverside, California.

PROJECT EXPERIENCE

- *Environmental Impact Report and Regulatory Permitting for the Sycamore Hills Distribution Center Project,* with 603,100 SF of warehousing within 2 buildings, located north of Alessandro Boulevard, in the City of Riverside, California.
- *Environmental Assessment/FONSI and regulatory permitting for the National Memorial Cemetery of Arizona Master Plan,* Phoenix, Arizona.
- *Environmental Impact Report and Endangered Species Act Compliance for SkyPark at Santa's Village Project,* a redevelopment project for outdoor recreational uses and requiring a CUP, GPA, and CZ, located in Sky Forest, San Bernardino County, California.
- *Final Program Environmental Impact Report for the City of Riverside General Plan 2025,* Riverside, California.
- *Environmental Impact Report for the Goodman Commerce Center,* a 200-acre mixed-use development with logistics, retail and business park facilities, adjacent to I-15 between Cantu-Galleano Ranch Rd. and Bellgrave Ave., Eastvale, California.
- *Environmental Impact Report for the Earvin "Magic" Johnson Park Master Plan,* in the community of Willowbrook, Los Angeles County, California.
- *Environmental Impact Report for the BP Fuel Logistics Center,* Palm Springs, CA.
- *Environmental Impact Report for the Villages of Lakeview Specific Plan (SP 342),* a Master Planned mixed use development encompassing approximately 2,883 acres in the Lakeview/Nuevo area of Riverside County, California.
- *Environmental Impact Report and Addendum for the Majestic Freeway Business Center Specific Plan (SP 341),* an approximately 325 acre Light Industrial/warehouse development, in the Mead Valley area of Riverside County, California.
- *Environmental Impact Report Addendum for the Crossroads in Winchester Specific Plan (SP 288) Amendment No. 2,* Riverside County, California.
- *Environmental Impact Report Addendum for the Kohl Ranch Specific Plan (SP 303) Amendment No. 2,* Coachella Valley, Riverside County, California.
- *Ryan Bonaminio (Tequesquite) Park Environmental Impact Report,* MSHCP Compliance and Regulatory Permitting, City of Riverside Department of Parks, Recreation, and Community Services Department, Riverside, California.
- *Environmental Impact Report, MSHCP Compliance and Regulatory Permitting for the San Jacinto River Levee, Stage 4 and River Expansion Project,* located in the City of San Jacinto and Riverside County, California.
- *Environmental Impact Statement/ Supplemental Environmental Impact Report for the Upper Santa Ana River Wash Plan,* located in the Cities of Redlands and Highland and a portion of unincorporated San Bernardino County, California.
- *Initial Study/Mitigated Negative Declaration and MSHCP Compliance for the Tequesquite Landfill Photovoltaic System Project,* City of Riverside Public Utilities Department, Riverside, California.
- *Initial Study/ Mitigated Negative Declaration and Environmental Assessment/ Finding of No Significant Impact* for the Prado Sewer Improvements Project, City of Chino, California.
- *Initial Study/Mitigated Negative Declaration Addendum for the Don Wallace Multi-Use Trail Connector Project,* located in Los Angeles County, adjacent to the City of Calabasas, California.
- *Initial Study/ Mitigated Negative Declaration and MSHCP Compliance – Cole Avenue Storm Drain Project,* City of Riverside Public Works Department, Riverside, California.
- *Supplemental Environmental Impact Report/Environmental Impact Statement Riverside-Corona Feeder Project*, Western San Bernardino and Riverside Counties, California, for the US Bureau of Reclamation and Western Municipal Water District.
- *Parkside, Esperanza Specific Plan (part of New Model Colony) Environmental Impact Reports,* City of Ontario, California.
- *Subarea 29 Specific Plan (part of New Model Colony) Environmental Impact Reports,* City of Ontario, California.

JUAN VILLALOBOS

Principal

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EDUCATION

B.S., Landscape Architecture
California State Polytechnic University, Pomona

US Army Corps of Engineers
South Pacific Division, Leadership Development Program

PROFESSIONAL AFFILIATIONS

- President, Cal Poly Pomona Leadership Board for College of Environmental Design
- Member, Society of American Military Engineers (SAME)
- Member, American Water Works Association

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PROFESSIONAL QUALIFICATIONS

Mr. Villalobos has 35 years of experience in the Engineering, Planning and Environmental arena. Mr. Villalobos has 12 years of experience working for Planning & Environmental Consultant firms and 20 years of experience with the US Army Corps of Engineers, Los Angeles District, in both the Planning and Engineering Divisions. He has been responsible for leading multi-disciplinary technical teams through the planning, environmental and design processes that included the overall management and execution of projects for implementation. His career project experience includes flood risk management, stormwater management, CEQA/NEPA, water conservation, ecosystem restoration, community outreach, recreation master planning, open-space, multi-use trail system, and project management. Mr. Villalobos excels in establishing professional relationships with his Clients, State and local agencies and resource agencies.

PROJECT EXPERIENCE

- *Prado Basin Ecosystem Restoration, Riverside and Orange Counties, California.* Juan was responsible for the review and development of significant portion of the Corps of Engineers Feasibility Study and EIS/EIR to increase water conservation and ecosystem restoration within Prado Dam basin. The complex project includes sediment management activities, the second largest riparian forest in Southern California, recreation uses, flood forecasting and triggers, dam safety, flood risk management, and upstream and downstream physical and operational impacts. She assisted OCWD in working with the Corps to address options for authorities and funding, selecting the most appropriate one to move forward, developing alternatives, participating in the biology evaluation methodologies (CHAP), preparing and editing the integrated report, and supporting OCWD as the liaison to the Corps.

- *Earvin "Magic" Johnson Master Plan, Willowbrook, Los Angeles, California.* Juan was the Project Manager responsible for the preparation of a recreation master plan for a 120-acre park located within the South Central-Willowbrook community which has limited park areas. The community consists of approximately 60% Latino and 38% African-American residents. The project implemented an Outreach strategic plan that focused on (3) community workshops, (3) park site meetings, multiple stakeholder and County meetings, and social media. The Master Plan included the development of conceptual recreation-design alternatives and a preferred design recommendation. The project also included technical engineering studies, mapping, traffic study, property-ownership report, CEQA report,

PROJECT EXPERIENCE

- *Glendale – Los Angeles Garden River Bridge Project , Glendale, California.* Juan is the Project Manager responsible for the overall management of the CEQA/NEPA, technical studies, approval for Section 401, 404 and 1602 permits, and Section 408 permit. The City of Glendale intends to build a bridge over the Los Angeles River (named the Garden River Bridge) that is meant to be a continuation of the parks on the Glendale and Los Angeles sides of the river. The project will be an extension of the Glendale Narrows Riverwalk Phase 2 bike path in the City of Glendale and the Los Angeles River Bike Path in the City of Los Angeles.

- *Don Wallace Multi-Use Trail Connector Project, California (Supervisor District-3).* Project Manager responsible for the preparation of a recreation plan for an LA County community, in Calabasas, CA. The project is located within the Las Virgenes Creek and SR101 freeway crossing. The recreation plan included the development of conceptual design alternatives and a preferred design recommendation for a recreation pedestrian/equestrian trail. The plan included public review of the proposed project and multiple meetings with City and County decision makers. Various engineering studies, mapping, traffic study, property-ownership report, CEQA report, resource agency permits and construction documents. The Project partner was Los Angeles County Department of Parks & Recreation.

- *Los Angeles River Invert Access Ramp Construction, Willow Street, California.* Juan was the Project Manager responsible for overseeing the development of biological habitat assessment and preparing permit application/processing of the required Section 401, 404 and 1602 permits. The project site is located in the Los Angeles River approximately 300 feet upstream of Willow Street (Concrete-Lined Channel - Reach 193) to 1900 downstream of Willow Street (Soft-Bottom Channel - Reach 25) in the City of Long Beach. DPW is in the process of obtaining a 408 permit from the US Army Corps of Engineers (USACE), Los Angeles District. Maintenance is required to remove the debris and manage vegetation within the downstream portion of the LA River.

- *Greater El Monte/North Hollywood Disadvantaged Communities Stormwater Capture Study.* Juan was the Project Manager (prior to joining RVA) responsible for development of a feasibility level analysis for storm water capturing within a high density area within North Hollywood and along Garvey Avenue in the City of El Monte. The storm water capture plan included preliminary hydraulic analysis, historic flooding data, environmental analysis, and facilitating public workshops. The Project partners were US Army Corps of Engineers-Los Angeles District, Council for Watershed Health and County of Los Angeles Department of Public Works.

- *Alamitos Bay Pump Station Discharge Line Removal, Long Beach, California.* Juan was the Project Manager responsible for overseeing the development of aquatic biological surveys and preparing emergency permit application/processing of the required Section 401 and 404 permits, coordination with California Coastal Commission, City of Long Beach and US Army Corps of Engineers on other permits. The proposed Alamitos Bay Pump Station, Discharge Line Emergency Project (project) consists of partial removal of the existing discharge structure (including removal of Pier 5 through 8 timber piles and beams, temporary support crib wall elements, walkway assembly, lifeguard observation cabin, three reinforced concrete pipelines and existing utility conduits attached to the structure.

- *Los Angeles River Ecosystem Restoration Feasibility Phase Study, Los Angeles, California.* Prior to joining RVA, Project Manager responsible for developing a portion of the feasibility phase study including plan formulation of alternatives, hydraulic design analysis, GIS data analysis, and EIR/EIS. The project area is located near downtown Los Angeles, along a 32-mile reach. The Project partners were US Army Corps of Engineers-Los Angeles District and City of Los Angeles Bureau of Engineering.

- *City of Chino Hills Community Development Department, On-Call Environmental, Planning and Related Services, California.* Program/Project Manager responsible for providing commitment of resources, establishing project priorities, development of project teams, managing project members from various outside offices, and responsible for the management of the fiscal and schedule milestones for each assigned project. The contract is a 5-year contract to support planning, environmental, and permitting task orders. This contract consisted of a diversity of projects and involved extensive interaction with City of Chino Hills team members, other City departments, resource agencies and key stakeholders.

SEVE VILLALOBOS

Project Manager

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EDUCATION

B.S., Business Administration
University of California, Riverside

PROFESSIONAL AFFILIATIONS

- Member, Association of Environmental Professionals (AEP)
- Member, National Association of Environmental Professionals (NAEP)
- Member, Society of American Military Engineers (SAME)

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PROFESSIONAL QUALIFICATIONS

Mr. Villalobos is a Project Manager and Environmental Planner (CEQA/NEPA) as well as a US Army Corps of Engineers (USACE) 408 Permit Specialist at Ruth Villalobos & Associates (RVA). Seve has over 10 years of experience in preparing Environmental Impact Reports (EIR) and Initial Study/Mitigated Negative Declarations (IS/MND) documents for compliance with the CEQA. He is skilled in analyzing technical reports and studies prepared by sub-consultants for integration into environmental documentation including air quality studies, water quality reports, geotechnical reports, traffic studies, cultural studies, jurisdictional delineations, and environmental site assessments. He is also knowledgeable of the principles and approval processes of regional, state, and federal agencies. Seve has also been responsible for processing and obtaining over 50 Section 408 permits for clients through USACE. He also is extensively involved in preparing environmental analyses for Environmental Impact Statements (EIS) and Environmental Assessments (EA) in compliance with NEPA.

PROJECT EXPERIENCE

- *Prado Basin Ecosystem Restoration, Riverside and Orange Counties, California.* Responsible for drafting major portions of the Feasibility Study and assisting the OCWD and the USACE team in preparing the integrated feasibility study and EIS/EIR. Seve assisted in drafting the EIS/EIR as well as addressing Notice of Preparation (NOP) comments from CDFW, the Santa Ana Regional Water Quality Control Board (RWQCB), and various city and county entities and making revisions to the EIS/EIR.

- *Upper Santa Ana River Wash Plan, located in the Cities of Redlands and Highland and a portion of unincorporated San Bernardino County, California.* The US Department of the Interior, Bureau of Land Management Palm Springs South Coast Field Office and the US Fish and Wildlife Service Palm Springs Office are proposed to: 1) Exchange up to 400 acres of public lands located within the Santa Ana River Wash Area of Critical Environmental Concern (ACEC) for land owned by the San Bernardino Valley Water Conservation District, 2) Amend the South Coast Resources Management Plan (SCRMP) for the Upper Santa Ana River Portion of the plan, and 3) Authorize take and implementation for the Wash Plan Habitat Conservation Plan (HCP). Implementation of the HCP would balance the ground-disturbing activities of water conservation, aggregate mining, recreation, and other infrastructure projects with conservation of natural communities and populations of special-status plants and wildlife. The EIS/Supplemental EIR covers a complex set of actions under multiple agencies and jurisdictions and thoroughly

PROJECT EXPERIENCE

- evaluates an extensive list of mining, water conservation, and public infrastructure projects. Seve was a key author of the environmental analysis writing for the EIS/Supplemental EIR.

- *Sycamore Hills Distribution Center, Riverside, California.* Seve was a significant contributing author of the EIR for the project. The proposed project includes construction of two concrete tilt-up warehouse/distribution buildings with a total of 603,100 SF on unimproved vacant land in Riverside, CA, south of the Sycamore Canyon Wilderness Park. Seve also served as Assistant Project Manager, participating in bi-weekly status conference calls with the City of Riverside and applicant, preparing meeting minutes, and coordinating with technical sub-consultants. Seve also assisted on coordination with USACE to amend the existing Restrictive Covenant.

- *Crestview Apartments, Riverside California.* The project included a 237-unit apartments development, located at the northwest corner of Central Avenue and Sycamore Canyon Boulevard, in the City of Riverside, California. Seve was a significant contributing author of the EIR for the project. Seve also served as Assistant Project Manager, participating in bi-weekly status conference calls with the City of Riverside and applicant, preparing meeting minutes, and coordinating with technical sub-consultants.

- *Toscana Village at Temescal Valley Project, Riverside County, California.* Seve served as a key contributing author for environmental analysis, research, and writing of the EIR. The project site is located on 27 acres within the Elsinore Area Plan of the Riverside County Integrated Project (RCIP) planning area. The project included a General Plan Amendment to change land use designation to Community Retail for commercial uses. Analysis of the potential project impacts included biological and cultural resources, air quality, traffic, noise and hydrology/drainage.

- *Earvin "Magic" Johnson Park Master Plan, Willowbrook, Los Angeles, California.* Seve served as contributing author on the EIR. The project included the expansion and comprehensive rehabilitation of an existing104-acre passive park with new state-of-the-art recreational facilities, including a Community Event Center, Equestrian Center, Aquatic Center, multi-purpose soccer and football fields, outdoor basketball courts, amphitheater, wedding pavilion, gymnasium, and new South Agency Headquarters. Key issues in preparing and processing the EIR included community outreach, noise, light, traffic, air quality, and hazardous materials.

- *Bending the River Back into the City, Los Angeles, California.* The project includes the construction and operation of a water wheel outside of the Los Angeles River channel to model the historic water wheel as an aesthetic/educational statement. The project is the first to gain water rights in the Los Angeles River from the Regional Water Quality Control Board. Seve was responsible for environmental analysis and research, and preparation of the EA and Addendum to the existing IS/MND. Seve managed and processed the Section 408 permit and three subsequent Section 408 permit addendums.

- *Prado Sewer Improvements, Chino, California.* Seve was responsible for environmental analysis research and preparation of the EA/IS/MND. The project included the acquisition of easements on federal land to accommodate the construction of new sewer facilities to serve the City of Chino's 'The Preserve' development, the Prado Regional Park and the California Institute for Women. The project combined the use of a new sewer line easement and sewer lift station on federal land with collaboration between the City of Chino, San Bernardino County Regional Parks and Inland Empire Utilities Agency.

MIRANDA VILLALOBOS

Senior Biologist/Permitting

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EDUCATION

B.A., Biology
California State University, San Bernardino

CERTIFICATIONS

Certified Rapid Assessment Method (CRAM) Practiotioner, Riverine and Depressional Wetlands, 2018

Wetland Delineation, Wetland Training Institute, 2021

ADDITIONAL TRAINING

- The Sparrows of North America, Sylvia Gallagher, 2021
- Southwestern Willow Flycatcher Survey Training Workshop, Southern Sierra Reasearch Station, 2022
- Beginners Plant Identification for Wetland Delineation, Wetland Training Institute, 2022
- Acoustic ID of Western Bats, Donald Solick, 2022

PROFESSIONAL QUALIFICATIONS

Miranda Villalobos is a recognized leader with over 10 years of experience in the biological, regulatory permitting, environmental planning, sustainability, and engineering arena. Miranda leads a team of biologists and permit specialists capable of addressing potential environmental impact issues and negotiating for approval of all necessary regulatory agency permits. She is also responsible for developing biological assessments to be incorporated into the environmental analyses for CEQA and NEPA documents. She has been responsible for all aspects of documentation including research, analyzing technical data, report writing, and quality control review. Miranda is experienced in preparing various levels of technical documents including biological surveys, jurisdictional delineations, impact analyses, habitat management plans, bird and bat management plans, and conducting protocol-listed species surveys.

PROJECT EXPERIENCE

- *Prado Ecosystem Restoration IFR, Riverside and Orange Counties, California.* Consulting Biologist to OCWD. Responsible for managing response to comments and drafting portions of the Feasibility Study and assisting the OCWD and the U.S. Army Corps of Engineers (Corps) team in preparing the integrated feasibility study and EIS/EIR. The project involves the implementation of water conservation and ecosystem restoration plans within the Prado Basin.

- *Upper Santa Ana River Wash Plan, located in the Cities of Redlands and Highland and a portion of unincorporated San Bernardino County, California.* Miranda was the Senior Biologist responsible for the development of biological habitat assessment and preparing permit application/processing of the required Section 401, 404 and 1602 permits. The US Department of the Interior, Bureau of Land Management Palm Springs South Coast Field Office and the US Fish and Wildlife Service Palm Springs Office are proposing to: 1) Exchange up to 400 acres of public lands located within the Santa Ana River Wash Area of Critical Environmental Concern (ACEC) for land owned by the San Bernardino Valley Water Conservation District, 2) Amend the South Coast Resources Management Plan (SCRMP) for the Upper Santa Ana River Portion of the plan, and 3) Authorize take and implementation for the Wash Plan Habitat Conservation Plan (HCP). The Draft NEPA/CEQA document covers a complex set of actions under multiple agencies and jurisdictions and thoroughly evaluates an extensive list of mining, water conservation, and public infrastructure projects. Sonya served as the Technical Leader on the development of the Final NEPA/CEQA document, as well as providing

PROJECT EXPERIENCE

- QA/QC and coordination with the BLM, USFWS, and District's teams.

- *Sycamore Hills Distribution Center Project, Riverside, California.* Senior Regulatory Specialist and Biologist responsible for coordinating the project's Section 1602, 404, and 401 issued permits and assisting the USACE in expediting Section 7 consultation with USFWS. Miranda also authored the Habitat Mitigation and Monitoring Plan (HMMP), Long-Term Monitoring Plan (LTMP), and the Conservation Easement (CE) for the project. Miranda will also be the Designated Biologist to implement the restoration activities for the onsite mitigation. The proposed project includes construction of two concrete tilt-up warehouse/distribution/fulfillment buildings on unimproved vacant land in Riverside, CA, south of the Sycamore Canyon Wilderness Park.

- *Toscana Village at Temescal Valley Project, Riverside, California.* Senior Biologist and Regulatory Specialist responsible for conducting focused burrowing owl surveys, preconstruction nesting bird surveys, author of the approved Habitat Mitigation and Monitoring Report for the onsite mitigation area and regulatory compliance for the project. The Temescal Valley Toscana Village is a commercial/industrial development project to provide a mix of retail/shops, gas stations/convenience stores, fast food dining and other commercial and industrial buildings.

- *Earvin "Magic" Johnson Park Master Plan, Willowbrook, Los Angeles, California.* The project includes the expansion and comprehensive rehabilitation of an existing 104-acre passive park with new state-of-the-art recreational facilities, including a Community Event Center, Equestrian Center, Aquatic Center, multi-purpose soccer and football fields, outdoor basketball courts, amphitheater, wedding pavilion, gymnasium, and new South Agency Headquarters. Key issues in preparing and processing the EIR included community outreach, noise, light, traffic, air quality, and hazardous materials. Miranda served as contributing author on the Draft and Final EIR.

- *Bending the River Back into the City, Los Angeles, California.* Senior Biologist and Regulatory Specialist who coordinated approvals of the Section 1602, 401, and 404 regulatory permits and the amendments of the permits when project activities needed to be modified. Miranda also conducted the nesting bird survey, bat acoustic surveys, and authored the CDFW approved Bird and Bat Mitigation Plan for the project to allow the project to install exclusionary netting to deter nesting on the project site. The project includes the construction and operation of a 48-foot diameter water wheel outside of the Los Angeles River channel to model the historic water wheel as an aesthetic/educational statement.

- *Glendale - Los Angeles Garden River Bridge, Glendale, California.* The project proposes a bridge across the Los Angeles River Channel that would connect the Glendale Narrows Riverwalk to the north with Griffith Park to the south, improving recreational access to both the cities of Glendale and Los Angeles. The project represents the next phase of the City of Glendale's Riverwalk project and is also a component of the Los Angeles River Master Plan.

- *Peck Water Conservation Basin Outlet Modification, Arcadia, California.* The proposed project includes replacing the Peck Water Conservation Spreading Basin's outlet structure with a new outlet structure to allow for increased groundwater recharge downstream of the Basin.

- *Prado Sewer Improvements, Chino, California.* Miranda was the Senior Biologist responsible for the development of biological habitat assessment and coordination with the resource agencies for approval of the 404, 401, and 1600. The project included the acquisition of easements on federal land to accommodate the construction of new sewer facilities to serve the City of Chino's The Preserve development, the Prado Regional Park and the California Institute for Women. The project combined the use of a new sewer line easement and sewer lift station on federal land with collaboration between the City of Chino, San Bernardino County Regional Parks and Inland Empire Utilities Agency.

Applied EARTHWORKS Inc.

JOAN GEORGE

Principal Archaeologist/Project Manager

Areas of Expertise

- Cultural resource management
- Section 106 NHPA/CEQA/NEPA compliance
- Tribal relations
- Project management
- Utility and transportation related projects
- Proposal and budget preparation
- Technical report preparation, including cultural sections for initial studies, environmental assessments, environmental impact reports, and environmental impact statements

Years of Experience

- 26

Education

B.S., Physical Anthropology, University of California, Davis, 1997

Registrations/Certifications

- Registered Archaeologist 28093

Permits/Licensure

- Principal Investigator, California BLM Statewide Cultural Resources Use Permit CA-24-18

Classes/Training

- Riverside County Sensitivity Training
- "CEQA & Historic Resources" with the California Preservation Foundation
- "The Section 106 Essentials" with the Advisory Council on Historic Preservation

Professional Experience

2024–	Principal Archaeologist/Project Manager, Applied EarthWorks, Inc., Hemet, California.
2020–2024	Senior Archaeologist/Project Manager, Applied EarthWorks, Inc., Hemet, California.
2012–2020	Associate Archaeologist/Project Manager, Applied EarthWorks, Inc., Hemet, California.
2004–2012	Associate Archaeologist, Applied EarthWorks, Inc., Hemet, California.
1997–2004	Field/Laboratory Technician, Applied EarthWorks, Inc., Hemet, California.

Technical Qualifications

In Ms. George's 26 years of experience, she has participated at all levels within the cultural resource management industry with projects ranging from survey and site recording; testing and data recovery; National Register eligibly evaluations; buried site testing (backhoe trenching); development of monitoring plans; technical report production; and compliance assistance for National Historic Preservation Act (NHPA) and California Environmental Quality Act (CEQA) projects. Ms. George has developed close relationships with tribal groups and individuals throughout Southern California. She has played a critical role in providing consultation support between agencies and Native American groups for Assembly Bill 52 (AB 52) and Section 106 of the NHPA. Ms. George has authored, co-authored, and contributed to dozens of CEQA, Section 106 of the NHPA, and National Environmental Policy Act (NEPA) compliance reports since 2004.

Ms. George has archaeological experience at complex sites throughout Southern California, such as the State Route 79 Realignment Project, multiple projects for the Coachella Valley Water District (CVWD), Metropolitan Water District of Southern California (Metropolitan) Inland Feeder Project, and the Eastside Reservoir Project in Riverside County. For the last 10 years, Ms. George has served as Project Manager on dozens of Phase I, Phase II, and archaeological monitoring projects throughout Southern California.

JOAN GEORGE

Selected Project Experience

Topock Compressor Station and Groundwater Remediation Project, San Bernardino County, California. Senior Archaeologist/Project Manager (2022-present). Coordination of annual site monitoring and condition assessments and construction monitoring related to site remediation. Coordination with PG&E, Bureau of Land Management, and Native American tribal representatives. Client: Pacific Gas and Electric Company.

Discovery Village Project, City of Murrieta, Riverside County, California. Senior Archaeologist/Project Manager (2022-present). Peer review of Phase I report, supervision of supplemental Phase I archaeological survey and Cultural Resource Monitoring & Discovery Plan (CRMDP); Coordination with two Native American tribes to prepare of Traditional Cultural Property/Traditional Cultural Landscape reports; agency coordination; project budgeting and tracking. Client: Discovery Village LLC for City of Murrieta.

Battery Energy Storage System (BESS) of the Crimson Solar Project, Riverside County, California. Cultural Project Manager (2020-present). Directing archaeological/tribal services for a 350 MW solar farm on 2,800+ acres. Preparation of the Cultural Resource Monitoring & Discovery Plan (CRMDP). Subcontracting with Native American tribes for tribal construction monitoring, and preparation of associated reporting. Client: Recurrent Energy, LLC and AECOM for Bureau of Land Management.

Interstate 8 Westbound Communication Site Project, Imperial County, California. Associate Archaeologist/Project Manager (2016-present). Supervision and participation in Class III cultural resource survey; preparation of Class III report; agency coordination (FWA, work plan, etc.); project budgeting and tracking. Client: Interconnect Towers, LLC for Bureau of Land Management.

Riverside County Transportation Department—Six Timber Bridges Project, Riverside County, California. Associate Archaeologist/Project Manager (2019-present). Supervision of Phase I archaeological survey; agency coordination; report review (HPSR/HRER/ASR/Finding of Effect [FOE]/Memorandum of Agreement [MOA]); Section 106 and Assembly Bill 52 assistance; project budgeting and tracking. Client: Riverside County Transportation Department in consultation with the California Department of Transportation, District 8.

Sycamore Hills Distribution Center, City of Riverside, Riverside County, California. Senior Archaeologist/Project Manager (2018-present). Supervision of Phase I archaeological survey, Phase II testing and evaluations of seven bedrock milling sites, monitoring during construction; preparation of Phase I and II report and Cultural Resource Monitoring & Discovery Plan (CRMDP); Coordination with two Native American tribes to prepare of Traditional Cultural Landscape reports; agency coordination; Assembly Bill 52 assistance; project budgeting and tracking. Client: Ruth Villalobos & Associates, Inc. for US Army Corps of Engineers and City of Riverside.

Southwest Mine Project near Atolia, San Bernardino County, California. Senior Archaeologist/ Project Manager (2022). Supervision of Class III cultural resource survey; coauthored Class III report; agency coordination (FWA, work plan, etc.); project budgeting and tracking. Client: Gold Discovery Group, LLC for Bureau of Land Management.

Terrible Herbst Convenience Store and Fueling Station Project in the Community of Nipton, San Bernardino County, California. Senior Archaeologist/ Project Manager (2020). Supervision of Phase I archaeological survey; report review; project budgeting and tracking. Client: Harvey Consulting Group, Inc. for Terrible Herbst, Inc.

Torres Martinez Mecca Survey Project, Torres Martinez Desert Cahuilla Indian Reservation, near the Community of Mecca, Riverside County, California. Senior Archaeologist/ Project Manager (2020). Supervision of archaeological survey and extended Phase I (XPI) testing on reservation land; agency coordination (ARPA, etc.); QA/QC of technical report; project budgeting and tracking. Client: Torres Martinez Desert Cahuilla Indians for Bureau of Indian Affairs.

Applied EARTHWORKS Inc.

M. COLLEEN HAMILTON

Principal Historical Archaeologist/Architectural Historian

Areas of Expertise

- Cultural resource management and legal compliance
- Historical archaeology and historic landscape assessment
- Architectural history and built-environment assessment

Years of Experience

- 40

Education

M.A., History, University of Missouri, St. Louis, 1990

B.A., Anthropology, Wright State University, Dayton, 1977

Registrations/Certifications

- Registered Professional Archaeologist 10535
- HAZWOPER (1996–2018)

Permits/Licensure

- Principal Investigator, California BLM Statewide Cultural Resources Use Permit CA-21-21

Professional Affiliations

- Society for Historical Archaeology
- Society for Architectural History
- Society for California Archaeology
- Society for Industrial Archaeology
- California Historical Society
- California Preservation Foundation

Professional Experience

2021–	Managing Principal, Hemet, California
1998–2021	Historical Program Manager, Senior Historical Archaeologist/Senior Architectural Historian, Applied EarthWorks, Inc., Hemet, California
1997–1998	Historic Archaeologist/Architectural Historian, White Oak Environmental Alliance, Inc., Springfield, Illinois.
1993–1997	Program Manager/Architectural Historian, Facilities Management Program, Navajo Nation Historic Preservation Department, Window Rock, Arizona
1982–1992	Senior Archaeologist, Archaeological Survey, University of Missouri, St. Louis
1979–1981	Archaeologist, American Resources Group, Ltd., Carbondale, Illinois
1977–1979	Asst. Field Director, Center for Archaeological Investigations, Southern Illinois University, Carbondale

Technical Qualifications

Ms. Hamilton has 40 plus years of experience in historic preservation planning and cultural resource management. She has designed, organized, and directed significance testing and data-recovery operations on both historical and prehistoric archaeological sites. Her archaeological expertise includes site significance assessments and determination of project impacts pursuant to Section 106 of the NHPA. She also has extensive experience in assessing built-environment resources. Architectural assessments include building evaluation and mitigation documentation such as Historic American Buildings Survey (HABS), Historic American Engineering Record (HAER), and Historical American Landscapes Survey (HALS) documentation including at the Jet Propulsion Laboratory. Ms. Hamilton has overseen resource managements of the Colorado River Aqueduct (CRA), a nationally recognized historic property, for Metropolitan Water District (Metropolitan) since 1999. She has provided oversight for historical resources assessment on the Whitewater Mining Pit Reclamation Project that included documenting segments of the CRA in Riverside County. She directed the testing and HABS/HAER recordation of two CRA construction camps dating to the 1930s. Most recently, Ms. Hamilton is Æ's Project Manager for an On-call Services Contract with ICF International for Los Angeles County Metropolitan Transportation Authority. She currently is overseeing five task orders in and around Union Station. Ms. Hamilton previously was the Project Manager of an On-call Services Environmental Specialties Studies Contract for the City of Los Angeles Bureau of Engineering between 2006 and 2013, successfully completing numerous task orders.

M. COLLEEN HAMILTON

Selected Project Experience

On-Call Services Contract for the Port of Los Angeles. Principal Investigator (2019–present). Ms. Hamilton has provided oversight on four task orders to date including assessment of the Vopak MODEM (Berths 187 through 191) and is in the process of preparing an Environmental Impact Report (EIR) cultural resource section for the same project. Two additional task orders were issued for compilation of a HAER document on the San Pedro Boat works and preparation of the cultural section for the EIR. Completed for CEQA compliance. Lead agency: Port of Los Angeles. Client: Leidos.

On-Call Services Contract for the Port of Los Angeles. Principal Investigator (2019–present). To date, Ms. Hamilton has completed one task order--peer review of a historic structures report. Completed for CEQA compliance. Lead agency: Port of Los Angeles. Client: Aspen Environmental Group.

Vandenberg Air Force Base (VAFB) Fence to Fence Contract. Principal Investigator (2019–present). Technical oversight, quality assurance review including Section 110 Condition Assessments for sites on VAFB including the Space Launch Complex 2 East, Silo Launch Test Facility, and Operational Silo Test Facility 8. Tasks required completion of the current condition assessments of existing built environment features through pedestrian surveys, photo-documentation, review of previous reports, documentation of existing conditions, and recommendations for care and maintenance (2020). Completed for NHPA compliance. Lead agency: VAFB. Client: Oneida Total Integrated Enterprises, LLC.

Riverside County Transportation Department—Six Timber Bridges, Riverside County, California. Principal Architectural Historian (2019-present). Provided QA/QC oversight for all documents (HPSR/HRER/ASR/FOE). Client: Riverside County Transportation Department in consultation with the California Department of Transportation, District 8.

Union Station Patsaouras Plaza El Monte Busway Station Project: Implementation of the Archaeological Identification, Evaluation, and Treatment Plan, Los Angeles, California. Principal Investigator, Principal Archaeologist/Project Manager (2018–present). Implementing the Archaeological Identification, Evaluation, and Treatment Plan. Off-site research on historical influences in the Area of Potential Effects - prehistoric/historic Native American occupation, Pueblo de la Reina de Los Angeles, Aliso Flour Mill, Vignes Winery, Chinatown, Medical College Dispensary of the University of Southern California, Mule Market, Maier Brewing Company Bottle Works, and nineteenth-century urban expansion. On-site efforts included testing, data recovery excavations, and construction monitoring. Client: ICF International for LA County Metropolitan Transportation Authority On-call Services contract.

Los Angeles Union Station Forecourt and Esplanade Improvement Projects: Cultural Resources NEPA Support. Principal Investigator, Archaeologist/Project Manager (2018–present). Implementing the Archaeological Identification, Evaluation, and Treatment Plan. Off-site research was conducted on historical influences in the Area of Potential Effects including at Union Station, Historic Chinatown, and Los Angeles Plaza Historic district of Pueblo de la Reina de Los Angeles. Client: ICF International for LA County Metropolitan Transportation Authority On-call Services contract.

Port of Long Beach Master Plan Update, City of Long Beach, Los Angeles County, California. Principal Investigator (2019–2021). Provided assistance on multiple task orders, such as a Program EIR analysis and development of the Ports Program Master Plan Update through desktop and archival research as well as intensive survey and structural evaluations. She supervised Æ's team of architectural historians. Completed for CEQA compliance. Lead agency: Port of Long Beach. Client: Leidos.

Electrical Modernization at Brea Dam City of Fullerton, Orange County, California. Principal Investigator and Project Manager (2019). Assessed effects of interior and exterior rehabilitation on the Brea Dam. This Streamline Moderne structure, built in 1941–1942, was assumed to be eligible for listing in the National Register of Historic Places (NRHP) by the U.S. Army Corps of Engineers (USACE)-Los Angeles District. The Project, in complying with the Secretary of the Interior's Standards for the Treatment of Historic Properties applying the rehabilitation standards, was determined to have no adverse effect on the historic property. Completed the historic property report for NHPA compliance. Lead agency: USACE-Los Angeles. Client: Power Pro Plus.

Jason Berkley

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Education

B.S., Zoology; Animal Science Minor, 1995, California State Polytechnic University, Pomona M.S., Zoology (on hold), California State Polytechnic University, Pomona

Professional Experience – Wildlife Biology and Field Research

Wildlife Biologist, Cereus Environmental, Chino, CA January 2008 - present Duties include: Performing focused surveys for least Bell's vireo, California gnatcatcher, southwestern willow flycatcher, red-legged frog, arroyo toads, desert tortoise, San Bernardino kangaroo rat, southern rubber boa, San Bernardino flying squirrel, and burrowing owl throughout California and Arizona; bat surveys by visual observation (emergence surveys) as well as electronic detection by use of Anabat; habitat assessments; nesting bird surveys; construction monitoring; mapping of vegetation and sensitive resources using GPS equipment; researching and writing focused survey reports as well biological assessments.

Senior Biologist, Kidd Biological Inc. Murrieta, CA January 2012 – 2014 Duties include: Performing focused surveys for least Bell's vireo, California gnatcatcher, southwestern willow flycatcher, red-legged frog, arroyo toads, desert tortoise, San Bernardino kangaroo rat, southern rubber boa, San Bernardino flying squirrel, and burrowing owl throughout California and Arizona; habitat assessments; nesting bird surveys; construction monitoring; mapping of vegetation and sensitive resources using GPS equipment; researching and writing focused survey reports as well as biological assessments.

Wildlife Biologist, PCR Services Corporation, Irvine, CA 1999 – January 2008 Duties include: Performing focused surveys for least Bell's vireo, California coastal gnatcatcher, southwestern willow flycatcher, red--legged frog, arroyo toads, desert tortoise, San Bernardino kangaroo rat, southern rubber boa, San Bernardino flying squirrel, and burrowing owl throughout California and Arizona; habitat assessments; nesting bird surveys; construction monitoring; mapping of vegetation and sensitive resources using GPS equipment; researching and writing focused survey reports as well as CEQA documents and biological assessments.

Field Researcher, Contract Biologist, USDA Forest Service, Arcadia CA 1998 2001 Multiple surveys: Herp, bird and mammal surveys involving trapping and species identification in the Mount Baldy Ski Area and Pacoima Canyon; Presence/absence surveys for southwestern arroyo toads within various streams and waterways of the National Forest (using the 1999 survey protocol guidelines); Herp and mammal surveys involving trapping and species identification on closed section of Highway 39.

Field Researcher, USGS San Diego Field Station 2000 – 2001 Performed focused surveys for southwestern willow flycatcher on Camp Pendleton Marine Base. Duties included surveying various areas for presence/absence of flycatchers, monitoring and mapping of nests, determining habitat suitability, bird banding and resighting color banded birds.

Field Research Assistant, Cal Poly Pomona Graduate Division 1999 – 2002 Assisted in study of movement patterns of coast range newts in two drainages within Angeles National Forest. Duties include: capturing newts, placing pitfall arrays, and walking transects.

Wildlife Assistant II, Arizona Game and Fish Department, Phoenix, AZ 1998 Worked on Southwestern Willow Flycatcher Project. Duties included surveying various areas for presence/absence of flycatchers, monitoring and mapping of nests, determining habitat suitability, bird banding and resighting color banded birds.

Field Research Assistant, Kellogg Foundation, Pomona, CA 1997 – 1998 Worked for Dr. Laszlo Szijj and USGS on bird survey within the Eastern Municipal Water District. Survey duties include: identification and tally of bird species.

Field Research Assistant, Cal Poly Pomona Graduate Division 1997 – 1998 Assisted in bullfrog stomach content study in Orange County. Experience with capturing bullfrogs, preserving stomach contents, identifying prey species and similar amphibian species.

Field Research Assistant, Cal Poly Pomona Graduate Division 1997 – 2005 Involved in the study of differences in dialects and patterns within the subspecies of Cactus Wren. Duties include: Recording and analyzing bird calls and songs. Field Research Assistant, Camp Pendleton Amphibian And Reptile Survey 1997 Worked under Dr. Dan Holland. Built exclusion fences along Arroyo toad habitat.

Field Research Assistant, USDA Forest Service/US Fish and Wildlife 1997 Assisted in removal of exotic species from streams, ponds, and reservoirs in Los Padres National Forest. Duties included identification of bullfrog habitat, presence/absence surveys for Arroyo toads and Redlegged frogs, and bullfrog gut content analysis.

Field Research Assistant, USGS Biological Surveys Div./USDA Forest Service 1997 Assisted Dr. Mark R. Jenning in surveying San Bernardino, San Jacinto and Angeles National Forests for Mountain Yellow-legged frogs. Duties included identifying and counting juvenile frogs, capturing and pit tagging adult frogs.

Field Research Assistant, California Department of Fish and Game 1997 Mulitple Surveys: General fish survey and largemouth bass survey on Silverwood Lake; Native fish survey on the East Fork of San Gabriel River; Assisted California Team Trout on upper West Fork of San Gabriel River. Duties: Electroshocking, counting and measuring collected fish.

Field Research Assistant, California Department of Fish and Game 1997 Presented California Herptofauna workshop with Richard Wales to the Inland Fisheries Biologists. Conducted workshop on how to identify native reptiles and amphibians in the field.

Field Research Assistant, The Kellogg Foundation, Pomona, CA 1995 – 1996 Surveyed creeks in the Castaic lake area for Arroyo toads and other herptofauna species of special concern. Surveyed drainages of the San Gabriel Mountains for garter snakes, yellow=legged frogs, and other herptofauna.

Field Research Assistant, Camp Pendleton Amphibian and Reptile Survey 1995
Survey duties included setting pitfall traps in various habitats throughout the base; herptofauna identification, marking and collection of materials from animals for DNA workups.

Permits Held:

CDFG Scientific Collector's Permit (SCP000187)
Memorandum of Understanding (MOU) to conduct studies of the southern rubber boa

USFWS Southwestern Willow Flycatcher Recovery Permit (TE009015-5)
USFWS Coastal California Gnatcatcher Recovery Permit (TE009015-5)
USFWS Least Bell's Vireo Recovery Permit (TE009015-5)
USFWS San Bernardino Kangaroo Rat (TE009015-5)

BILL LAWSON

Principal | Urban Crossroads, Inc.

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EXPERIENCE

Cabazon Quarry Noise Impact Analysis
County of Riverside | January 2019
The Project consisted of the expansion of the Mining and Reclamation Plan for the existing Cabazon Quarry. The on-site Project-related noise sources included: crushing and screening activity, haul truck loading and pass-bys, vehicle maintenance, rail car arrivals and connections, and wind turbines. The noise analysis was intended to describe noise level impacts associated with the expected typical operational activities at the Project site.

Jurupa Woodruff Truck Terminal
County of San Bernardino | April 2019
The Project proposed to consist of constructing an 8.89-acre truck terminal with a 500 square foot office, 5 passenger car parking spaces and 142 truck trailer parking spaces. The on-site Project-related noise sources included: idling trucks, backup alarms, trailer movement and storage activity, roof-top air conditioning units, a trash enclosure, and parking lot vehicle movements. This noise analysis intended to describe noise level impacts associated with the expected typical 24-hour operational activities at the Project site.

Six Basins Water Management Noise Analysis
County of Los Angeles | July 2019
The Project required to construct and operate a series of projects in a coordinated manner to optimize water management activities in the Six Basins and increase the reliability of regional water supplies. The on-site Project-related operational noise sources associated with the projects included: enclosed well pump startup, air releases, and continuous pump activity, in addition to enclosed equipment exhaust activities.

Gilman Spring Mine Noise Impact Analysis
County of Riverside | November 2019
The Project proposed a mining permit that would continue to allow mining activity of up to 1,000,000 tons per year (TPY). The on-site Project related noise sources included: crushing and screening activities, loader activities and backup alarms, haul truck loading and pass-by events.

BACKGROUND

Bill Lawson is a founding principal partner, a Registered Professional Traffic Engineer and a Certified Acoustical Consultant. Mr. Lawson maintains a wide range of technical expertise that includes transportation planning, traffic engineering, neighborhood traffic control, and noise impact analysis. Mr. Lawson has over 25 years of community noise experience and has personally prepared and directed the development of well over 2,000 noise study reports throughout Southern California. His work as a noise consultant focuses on helping communities identify and control noise impacts by developing meaningful solutions to complex noise issues.

EDUCATION

M.S.- Civil and Environmental Engineering
California Polytechnic State University, San Luis Obispo, 1993

B.S.- Civil and Regional Planning
California Polytechnic State University, San Luis Obispo, 1992

AFFILIATIONS

ASA
Acoustical Society of America

APA
American Planning Association

ITE
Institute of Transportation Engineers

REGISTRATIONS

PE
Registered Professional Traffic Engineer- TR 2537, 2009

AICP
American Institute of Certified Planners- 013011, 1997-2012

PTP
Professional Transporation Planner- 2007-2013

INCE
Institute of Noise Control engineering, 2004

WILLIAM MADDUX

Senior Associate | Urban Crossroads, Inc.

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EXPERIENCE

Replenish Big Bear
Big Bear Lake Water Department | September 2023
The Project included upgrades and additions to Big Bear Area Regional Water Agency's wastewater treatment plant to produce purified water through full advanced treatment to protect the receiving waters and their beneficial uses. Other components included over 30,000 linear feet of pipeline, a recharge pond, a pump station, and two monitoring wells. Mr. Maddux was responsible for preparing the technical noise analysis for the Project.

Bloomington Animal Shelter
County of San Bernardino | December 2023
The Project consisted of the development of a two-story, 14,691 square-foot (sf) administrative office building, seven dog housing/kennel buildings totaling 35,846-sf, a 2,758-sf medical clinic, 8,896-sf support building, 5830-sf cat and other animal housing building, 5,934-sf medical dog building with a 436-sf euthanasia facility, and 540-sf car wash structure. Mr. Maddux was responsible for preparing the technical noise analysis for the Project.

Haskell Canyon Channel
City of Santa Clara | November 2023
The Project covered approximately 10.86 acres and consisted of sediment and vegetation removal with minor repairs to the side levees and storm drain outlets for flood prevention purposes. Mr. Maddux was responsible for preparing the construction focused noise analysis for the Project.

Discovery Village
City of Murrieta | January 2023
The Project included development of business park uses and commercial uses, multifamily (low-rise) housing units (condo), and single-family-detached residential dwelling units. The noise analysis evaluated of up to 199 multifamily (low-rise) housing units (condo), 237 single family detached residential dwelling units, 267,000 square feet (sf) of business park use, and 5,000 sf of commercial uses. Mr. Maddux was responsible for preparing the technical noise analysis for the Project.

IDI Perris Logistics Center South
City of Perris | March 2022
The Project was comprised of (3) three new industrial buildings. All three buildings are type III-B concrete tilt construction with S-1 and B occupancy. Building 1 is approximately, 1,300,000 square feet (sf), building 2, 1,407,000 sf and building 3 is approximately 567,000 sf. Mr. Maddux was responsible for preparing the technical noise analysis for the Project.

BACKGROUND

William Maddux, INCE, is an environmental planner with a diverse background in preparing environmental and technical studies throughout southern California. He specializes in acoustics, air quality, energy, and climate change assessments. Mr. Maddux has over 20 years of professional experience preparing noise and air quality technical studies for public works projects as well as commercial, industrial, residential, and recreational land uses. End users include US Navy and Marine Corps, California Department of Transportation, water districts, utilities, cities and counties, and private developers.

EDUCATION

B.S.- Urban and Regional Planning
California Polytechnic State University, Pomona, 2000

AFFILIATIONS

ASA
Acoustical Society of America

AEP
Association of Environmental Professionals

AWMA
Air and Waste Management Association

INCE
Institute of Noise Control Engineers - Member

CHARLENE SO

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EXPERIENCE

Woodruff Logistics Center
City of Ontario | June 2022

This Project is to consist of a 344,260 square foot industrial warehouse building. The Project is located northeast of Jurupa Street and Rockefeller Avenue, south of Wanamaker Avenue, and straddling the existing Woodruff Way. The Trip Generation Assessment was prepared from taking counts over three consecutive days,

Paladin Ontario
City of Ontario | April 2022

This Project consist of a 3-story hotel with 118 rooms and a 2,771 square foot double drive thru fast-food restaurant. The Project is located south of G Street and east of N. Corona Avenue. The Trip Generation Assessment measured project trip generation summary for the mixed-use project.

Rich Haven Specific Plan
City of Ontario | April 2022

The 2022 Specific Plan development concept permits a maximum of 6,627 dwelling units, a maximum of 962,082 square feet of commercial/office space, and a maximum of 2,767,148 square feet of light industrial space, located north of Ontario Ranch Road, west of Hamner Avenue/Milliken Avenue, and east of Mill Creek. The Traffic Study evaluated 26 intersections.

West Haven Specific Plan
City of Ontario | January 2022

The Specific Plan Amendment proposes to redesignate PA-1 and PA-3 to low-medium density residential and medium density residential. This would permit PA-1 to increase from 173 DU to 451 DU and PA-3 to go from 92 DU to 203 DU. In total, the permitted number of units would equal 1,142 (additional 389 units). The Specific Plan project is bounded by Riverside Drive to the north, Haven Avenue to the east, Turner Avenue to the west, and an unimproved portion of Chino Avenue to the south. A Traffic Scoping agreement was prepared that outlines the project-related trip generation, trip distribution patterns, proposed study area and analysis scenarios expected to be included in the Project traffic analysis.

Mission and Sultana Warehouse
City of Ontario | December 2021

This Project consists of two warehouse buildings, with Building 1 at 44,810 square feet and Building 2 at 36,290 square feet. This Project is located on the southeast corner of Sultana Avenue and Mission Boulevard. A Trip Generation Assessment was prepared for the proposed project.

BACKGROUND

Charlene So P.E., has worked in transportation planning and traffic engineering since 2002. Since earning her Bachelor of Science degree in Civil Engineering from the University of California, Irvine, Charlene So has developed a wide range of expertise in transportation planning and traffic impact analyses. She is a registered professional traffic engineer in the State of California. Ms. So is an experienced project manager leading the traffic group and traffic engineer who is familiar with the analysis techniques of the most current Highway Capacity Manual. She is proficient in the use of unique analysis software tools such as SYNCHRO, SimTraffic, VISSIM, VISTRO, and HCS.

EDUCATION

B.S.
Civil Engineering
University of California, Irvine
2004

AFFILIATIONS

TE
Registered Professional Traffic Engineer- TR 2414
2006

Q3 Consulting

John McCarthy, PE, CFM

Hydrology/Hydraulics

Mr. McCarthy is experienced in the development, design, and construction of flood control and drainage projects for transportation and public works projects. His experience is concentrated in the field of stormwater management, including hydrology studies, floodplain analysis, drainage studies, detailed hydraulic analyses, and improvement plan preparation. He has prepared floodplain studies including floodplain evaulations and revisions for public works projects throughout Southern California. He has extensive experience working in the inland empire including work for the City and County of San Bernardino.

Years of Experience: 36
Years at Q3: 6

Registration
Professional Engineer – Civil, California #47583 – 1991

Certified Floodplain Manager – #05-01596 – 2005

Professional Engineer – Civil, Arizona #51805 – 2010

Education
B.S., Civil Engineering, California State Polytechnic University, San Luis Obispo – 1989

Professional Affiliations
Association of State Floodplain Managers (ASFPM)

American Society of Civil Engineers (ASCE)

Floodplain Management Association (FMA)

Project Experience

Chino Preserve Storm Drain Master Plan Update, Chino, CA. *City of Chino.* Project Manager for the preparation of hydrology and hydraulic studies to update the City's storm drain master plan. Prepared new hydrology based on the city' current land use plan, identified deficient storm drain systems and developed alternatives and recommendations for the updated master plan. Work included preliminary design plans for Line I, a proposed double 8' x 8' RCB, that extends for 2.5 miles along Euclid Drive (State Hwy 83).

Limonite Gap Closure Project, San Bernardino County, CA. *City of Eastvale.* Hydraulic Engineer and 408 Permit Coordination. As part of the Mark Thomas team for the proposed Limonite Bridge over the Cucamonga Creek Channel, provided hydraulic analysis and channel design recommendations to support the design of the new bridge over the river. Completed a Final Hydraulics Report for the bridge crossing and processed the necessary 408 permit with the USACE.

Meyers Creek Drainage System Focused Study, San Bernardino, CA. *City of San Bernardino.* Principal in charge for the development of preliminary design studies to identify recommended improvements to Meyers Creek with the City of San Bernardino. The work included preparation of hydrology, hydraulic and sedimentation analyses, identification of alternative alignments and channel types, and construction and maintenance cost estimates to evaluate improvement options and identify a recommend set of improvements. A preliminary design report was prepared to document the results of the analysis and recommended improvements.

Bedford Canyon Channel Stage 1 Design, Corona, CA. *Riverside County Flood Control & Water Conservtion District..* Drainage Manager leading engineering and design for the channel improvements from the I-15 to Temsecal Creek. The team developed hydraulic and scour models for the channel, revised possible alternatives, and is working the prepare the PS& E for the final design of the recommended improvements.

Cherry Street Extension over Murrieta Creek, Temecula, CA. *City of Temecula.* Drainage Manager for the preparation of hydraulic and scour studies along Murrieta Creek to support the proposed extension of Cherry Street. Prepared new HEC-RAS hydraulic models for the existing and project conditions, which include a proposed at-grade crossing of the creek. Evaluated the existing levees and prepared updated flood mapping. Completed local scour analysis at the crossing for the identification of the required scour protection for the roadway improvements.

27051 Towne Centre Drive, Suite 270
Foothill Ranch, CA 92610
jmccarthy@Q3consulting.net

SUBCONTRACTORS

The RVA Team has added several subconsultant firms to maximize our expertise within the City and the flexibility within our team to meet the RFP requirements. RVA has placed great importance on the selection of a Project Team, and we are proud to present our hand-picked subconsultants to provide LUSD with the most qualified team. RVA has had over 5 years of professional working-teaming relationships with Urban Crossroads, Applied Earthworks and Q3 Consulting. Over the last 2 years, RVA has proposed on RFP/RFIs with Ceresus Environmental.

Urban Crossroads is a *Small Business Enterprise (SBE)* and will support in RVA in performing any needed traffic, air and noise consulting services. Urban Crossroads provides a full range of transportation, air quality & noise solutions. Traffic impact analysis services that support the environmental review process typically include a review evaluation of both existing conditions and the effects of future development upon infrastructure. We provide a mix of local knowledge and extensive experience in preparing traffic impact studies throughout San Bernardino City. The Urban Crossroads team has worked extensively with the San Bernardino City Transportation Authority (SBCTA) in the past and has access to the SBTAM model. All necessary traffic modeling to obtain anticipated project travel patterns and to develop long-range 2040 traffic forecasts can be efficiently performed by Urban Crossroads in-house. We also provide services ranging from conceptual planning/feasibility studies to detailed traffic engineering recommendations including site plan development and access, trip generation studies, vehicle miles traveled, parking utilization/demand studies, traffic calming studies, traffic mitigation phasing strategies, community circulation plans with pedestrian and bikeway networks, and California Complete Streets Act of 2008 planning and design.

Urban Crossroads provides air quality, greenhouse gas, health risk assessment and energy analysis services to meet national, state and local compliance standard requirements. In determining air quality impacts, we utilize industry-standard models to study the source-specific pollutant emissions and we have extensive experience using US EPA air dispersion models (ISCST3 and AERMOD) and air quality models accepted for use in California (EMFAC, CALINE4, CAL3QHC). We also have extensive experience preparing air toxic and criteria pollutants health risk assessments for both on-site and off-site sensitive land uses.

Urban Crossroads provides the full spectrum of environmental noise measurement and analysis expertise, including both short and long-term existing noise level measurements, use of Federal Highway Administration (FHWA) Traffic Noise Prediction Model programs and procedures for a project's future noise impacts related to both the off-site and on-site traffic noise, analysis of operational stationary-source noise impacts of commercial, industrial, and warehouse projects, amongst others, and the potential impacts to noise sensitive land uses in their vicinity.

Applied EarthWorks, Inc. (Æ) is a *Small-Business Enterprise (SBE),* will support RVA in performing any needed archeology, paleontology, architectural historian and tribal consultation. Æ has an outstanding record on safety and is a member in good standing with ISNetworld. Æ has expertise in compliance with the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act (NHPA), the California Environmental Quality Act (CEQA), as well as other federal, state (i.e., Assembly Bill 52 [AB 52], Senate Bill 18 [SB 18], and California Public Resources Code), and local laws and regulations.

Æ has conducted more than 4,000 projects on behalf of more than 800 public- and private-sector clients throughout the western United States. In addition to their many federal, tribal, state, and local public-sector clients throughout California, Æ professional staff routinely work with a wide variety of agencies and Native American entities for environmental permitting and compliance.

Cereus Environmental is a *Small-Business Enterprise (SBE),* will support RVA in performing any needed biological services in conducting surveys for threatened and endangered species within California and Arizona. The wildlife biologist for the firm, Jason Berkley has 30 years' experience with both federally and state-listed species such as southwestern willow flycatchers, least Bell's vireos, coastal California gnatcatchers, southwestern arroyo toads, California and northern red-legged frogs, mountain yellow-legged frogs, San Bernardino kangaroo rats, southern rubber boas, southwestern pond turtles, and Coachella Valley fringe-toed lizards. In addition, he can also conduct surveys for the Los Angeles pocket mouse, burrowing owl, nesting birds, cowbird trapping, both visual and acoustic bat surveys and general surveys for reptiles and amphibians, mammals and fish.

Q3 Consulting is a *Small Business Enterprise (SBE),* will support RVA in performing any needed water resources engineering. Q3 is a specialized stormwater management firm with an extensive background in the planning, analysis, and design of comprehensive stormwater management and principals of Q3 each have over 22 years of experience in the stormwater field including an extensive background in hydrology, hydraulics, and the design for stormwater facilities in San Bernardino City and throughout Southern California.

Q3 provides a full range of stormwater services related to the planning and design of channels, culverts, storm drains, diversions structures, basins, levees, and dams including hydrology and hydraulics, flood routing, sedimentation and scour, 1 & 2-dimensional hydraulic analysis, channel and diversion structure design, cost estimating and benefit-cost analysis, PS&E preparation, floodplain mapping and CLOMR/LOMR applications.

COMMITMENT

RVA places great importance on our professional expertise and resources to provide our clients with the highest-quality services possible. Highly respected by our peers and recognized by the industry, RVA provides a full range of planning and environmental services for all types of projects. RVA maintains a strong commitment to making our Client's projects a high priority, providing value-added as advisors to both the public and private communities, being highly efficient and effective on executing projects, providing collaborative communication on resolving issues, being responsive to inquiries, maintaining a successful track-record in negotiating simple or complex issues with the resource agencies, and striving to exceed project expectations. RVA does not have any commitments or potential commitments that may impact on our ability to perform under this contract.

D. DISCLOSURE

RVA does not have nor has had any past or current business and personal relationships with any current Banning elected official, appointed official, City employee, or family member of any current Banning elected official, appointed official, or City employee.

E. EXPERIENCE AND REFERENCES

Since 2012, RVA has been recognized in the industry for professional Environmental Planning (CEQA/NEPA) and Permitting Services with emphasis on capital improvement projects, land development, transportation, water infrastructure, flood control & stormwater management, and maintenance projects. RVA has experienced professionals that specialize in preparing defensible Environmental Documents (California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA); Regulatory Permits and facilitating the required permits through the agencies; Environmental Permit Compliance; Mitigation planning, design, surveys, monitoring, tracking, and reporting; and Community Outreach and Public Relations for public and private clients. Our team offers documentation in compliance with environmental laws and regulations including the CEQA, NEPA, the Clean Water Act (CWA), the Clean Air Act (CAA) and other applicable State and Federal environmental laws, regulations, and policies.

REFERENCES

Name of Agency/ Address	Contact (Name/Email/ Phone Number)	Dates Services Provided	Type of Services Provided
City of Riverside Planning Department 4080 Lemon Street, 12th Floor Riverside, CA 92501	Russell Brady, Planner Phone: (951) 955-3025 Email: rbrady@rivco.org	2017-2019 2021-Present	▪ CEQA (EIR and IS/MND) ▪ Biological Services ▪ Regulatory Permitting (401/404/1600) ▪ Peer Review
City of Riverside Community & Economic Development Department, Planning Division 3900 Main Street, 3rd Floor Riverside, CA 92501	Brian Norton, Principal Planner Email: bnorton@riversideca.gov Phone: (951)826-2308	2019-Present	▪ CEQA (EIR and IS/MND) ▪ Biological Services ▪ Biological Monitoring ▪ Regulatory Permitting (401/404/1600) ▪ Peer Review
City of Loma Linda, Community Development, Planning Division 25541 Barton Road, Loma Linda, CA 92354	Lorena Matarrita, Community Development Director Email: lmatarrita@lomalinda-ca.gov Phone: (909) 799-2830	2016-Present	▪ CEQA (EIR and IS/MND) ▪ Biological Services ▪ Regulatory Permitting (401/404/1600) ▪ Peer Review
City of Highland, Community Development Department 27215 Base Line, Highland, CA 92346	Lawrence A. Mainez, Community Development Director Email: lmainez@cityofhighland.org Phone: (909) 864-6861 ext. 215	2016-Present	▪ CEQA (EIR and IS/MND) ▪ Biological Services ▪ Regulatory Permitting (401/404/1600) ▪ Peer Review
City of Yucaipa, Community Development	Benjamin Matlock, Deputy Director of Community Development/ City Planner Email: bmatlock@yucaipa.gov	2023-Present	▪ CEQA (EIR and IS/MND) ▪ Biological Services ▪ Regulatory Permitting (401/404/1600) ▪ Peer Review

34272 Yucaipa Boulevard, Yucaipa, CA 92399	Phone: (909) 797-2489 ext. 261		
City of Chino Public Works Department 13220 Central Ave Chino, CA 91710	Jesus Plasencia, P.E. Assistant City Manager Email: jplasencia@cityofchino.org Phone: (562) 948-4380	2023-Ongoing	▪ NEPA (EA) ▪ Biological Services ▪ Regulatory Permitting (401/404/1600) ▪ USACE Section 408 Permit

RELEVANT EXPERIENCE

The table illustrates the diversity of the RVA Team's 'Relevant Projects' experience in providing CEQA/NEPA, regulatory permitting, planning, transportation and other services for City related project types.

	RVA PROJECTS						
CEQA/NEPA SERVICES	Toscana Village at Temescal Valley, Riverside County, CA (CEQA)	Crestview Apartments, Riverside, CA (CEQA)	Sycamore Hills Distribution Center, Riverside, CA (CEQA)	California Street Widening, Loma Linda, CA (CEQA)	Greenspot Village Specific Plan, Highland, CA (CEQA)	SkyPark at Santa's Village EIR, San Bernardino County, CA	Drive Thru Restaurants, Highland, CA (CEQA)
CEQA/NEPA	•	•	•	•	•	•	•
Regulatory Permitting	•	•	•	•		•	•
Environmental Permit Compliance	•	•	•	•		•	•
Mitigation	•	•	•	•	•	•	•
Community/Public Participation	•	•	•		•	•	
Biological Resources	•	•	•	•	•	•	•
Cultural Resources	•	•	•	•		•	•
Water Quality / Stormwater	•	•	•	•		•	•
Environmental Site Assessments	•	•	•				
Air Quality/GHG	•	•	•	•	•	•	•
Noise	•	•	•	•	•	•	•
Transportation/Traffic/ VMT	•	•	•	•	•	•	•

Toscana Village at Temescal Valley Project, Riverside County

This project is a 27-acre commercial development in the Temescal Valley of Riverside County and includes a gas station, restaurants, retail, offices, a pharmacy and a supermarket. Development applications include a Plot Plan, Conditional Use Permit, General Plan Amendment and Change of Zone. The project also includes mass grading on approximately 3.3 acres of Caltrans' right-of-way between the project boundary and the Interstate 15 (I-15) northbound on-ramp, relocation of Southern California Edison power poles, construction of offsite water, sewer and non-potable water pipeline extensions, and roadway improvements including signalized intersections.

RVA successfully completed and processed an Environmental Impact Report (EIR) document for the County. Key issues evaluated in the EIR included aesthetics, air quality, traffic, noise, hydrology and water quality, tribal cultural resources, sensitive biological resources and compliance with Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP).

RVA provided a key role in getting Wildlife Agency review and approval of the Riparian/Riverine DBESP. RVA prepared permit applications and obtained permits/approvals from the US Army Corps of Engineers (404), California Department of Fish and Wildlife (1600 Streambed Alteration Agreement), and the Regional Water Quality Control Board (401 Certification) as the project impacts several drainages that are waters of the US/State. RVA prepared the HMMP for the on-site 1 ½ acre oak riparian woodland mitigation area. RVA provided pre-construction burrowing owl and nesting bird/MBTA surveys. RVA is currently getting updated permits as they expired prior to construction start. RVA is under contract for updated pre-construction surveys and biological monitoring.

RVA also coordinated the environmental technical studies and completed and processed the PES required by Caltrans for issuing an Encroachment Permit for grading in their right-of-way.

Agency:

RIVERSIDE COUNTY PLANNING DEPARTMENT

Russell Brady, Planner
4080 Lemon Street, 12th Floor
Riverside, CA 92501

rbrady@RIVCO.ORG
(951) 955-3025

Dates:
February 2017- Current

Contract Cost:
$ 258,000

Highlights:

- Riparian/Riverine DBESP
- Environmental Permits (404, 401, 1600)
- HMMP
- Pre-construction burrowing owl and nesting bird surveys
- Biological Monitoring
- Caltrans PES for Encroachment Permit

TEMESCAL • VALLEY

Crestview Apartments Project, City of Riverside

The Crestview Apartments project is situated at the northeast corner of Central Avenue and Sycamore Canyon Boulevard, next to the 215/60 Freeway, in the City of Riverside.

The project includes a total of 237 residential apartment units in seven buildings, ranging from 2 to 4-stories with the following amenities: on-site leasing office, garages, carports, mail lounge, putting green, outdoor resort-style pool and spa, dog run area with a dog wash station, fitness center, clubhouse, shade structures with barbecues and tables, and a ½-mile walking perimeter loop trail with learning or exercise stations.

RVA successfully completed the CEQA (EIR) document and notices, peer review of technical studies, and legal noticing. The Project site is located within a MSHCP Criteria Cell and along a constrained wildlife corridor. A portion of the site, associated with the existing drainage feature and constrained corridor, was targeted for conservation and will be preserved with a Conservation Easement. RVA led the Joint Project Review (JPR) effort and obtained a consistency determination from the RCA.

RVA assisted the applicant establish agreements with the consulting tribes for tribal monitoring and the pre-construction cultural sensitivity training. RVA also prepared and conducted the pre-construction Worker Education Awareness Program (WEAP), a required training on biological resources, conducted the pre-construction burrowing owl and nesting bird surveys and provided biological monitoring and reporting for current activities at the site.

Agency:

CITY OF RIVERSIDE

Community & Economic Development Department, Planning Division
3900 Main Street, Riverside, CA

Candice Assadzadeh, Senior Planner
cassadzadeh@riversideca.gov
(951) 826-5371

Dates
March 2020 – Present

Contract Cost:
$216,848

Highlights:

- Joint Project Review
- Tribal Consultation Support
- Pre-construction burrowing owl and nesting bird surveys & reports

Sycamore Hills Distribution Center Project, City of Riverside

The Sycamore Hills Distribution Center project site is located, north of Alessandro Boulevard, east of Barton Street, and west of San Gorgonio Drive, within the Sycamore Canyon Business Park Specific Plan and directly adjacent to the Sycamore Canyon Wilderness Park.

The project proposes the development of two warehouse buildings with a combined total of 603,100 square feet of warehouse and associated improvements, including parking, fencing and walls, and landscaping. The project also includes a trailhead parking lot with shade structure, bike rack and drinking fountain as an added amenity for the Sycamore Canyon Wilderness Park. The project site contains an existing Restricted Property that is being amended to allow for a driveway and access.

RVA has a Master Professional Consultant Service Agreement with the City of Riverside for the preparation of CEQA documents. Under this Master Agreement RVA successfully completed the CEQA (EIR) for this project. RVA provided support to the City for AB 52 tribal consultations and support to the applicant for tribal monitoring and re-location and preservation of on-site tribal cultural resources.

RVA also prepared the Riparian/Riverine Determination of Biologically Equivalent or Superior Preservation (DBESP) report in compliance with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and applied for and processed the regulatory permits (401, 404, and 1600) for impacts to waters of the US and State. RVA also prepared the Habitat Mitigation and Monitoring Plan (HMMP) and the Conservation Easement (CE) for on-site mitigation. RVA is under contract to providing pre-construction surveys and biological monitoring services for construction, which is anticipated to start in 2023.

Agency:

CITY OF RIVERSIDE

Community & Economic Development Department, Planning Division
3900 Main Street, Riverside, CA

Veronica Hernandez, Sr. Planner
vhernandez@riversideca.gov
(951) 826-5371

Dates
April 2020 – present

Contract Cost:
$214,500

Highlights:

- Occupied least Bell's vireo habitat
- DBESP and HMMP
- Regulatory Permits (404, 401, 1600)
- Restrictive Covenant Amendment & Conservation Easement
- Tribal Cultural Resources

California Street Widening Project, City of Loma Linda

This project involved installation of a reinforced concrete box (RCB) culvert, widening of California Street and improvements to the California Street and Redlands Boulevard intersection at the boundary between the Cities of Loma Linda and Redlands. This intersection is an important entrance into the Cities of Loma Linda and Redlands directly from Interstate-10 located approximately 1,200 feet to the north.

The previous intersection configuration was skewed, and the purpose of the project was to correct it and improve the intersection. The RCB was installed within the Mission Creek channel, an earthen storm drain channel, operated and maintained by the San Bernardino County Flood Control District.

RVA successfully completed and processed an Initial Study/Mitigated Negative Declaration (IS/MND) CEQA document for the City of Loma Linda. Air quality, greenhouse gas, noise, cultural resources and biological resources technical studies were prepared to support the CEQA analysis. RVA supported the City with tribal consultation pursuant to AB 52. RVA obtained environmental permits/approvals required from the US Army Corps of Engineers (Section 404), California Department of Fish and Wildlife (1600 Streambed Alteration Agreement), and the Regional Water Quality Control Board (401 Certification). RVA also supported the City in complying with the mitigation conditions of the permits.

Agency:

City of Loma Linda
25541 Barton Road,
Loma Linda, CA 92354

Jarb Thaipejr, City Manager
jthaipejr@lomalinda-ca.gov
(909) 799-2810

Dates:

November 2016 – April 2018

Contract Cost:

$ 66,100

Highlights:

- CEQA
- Environmental Permits (404, 401, 1600)
- Permit Compliance
- Tribal Consultation Support

Bending the River Back into the City, Los Angeles River

The Bending the River Back into the City" project is located in the vicinity of the Spring Street bridge and North Broadway Bridge, within the Los Angeles River (LA River) channel, in the city of Los Angeles.

The project's purpose and overall goal is to physically divert water from the LA River to promote water conservation and sustainability by providing a local source of water for beneficial use by public entities for irrigation. The project additionally involves the creation of a water wheel replica modeled after the historic wheel that existed near the project. The project would also create and showcase an aesthetic and educational statement displaying the historic tribal context of the LA River via tribal text added concrete that would be replaced in the LA River portion of the project.

RVA was responsible for completing the requirements pursuant to NEPA and CEQA regulations including the preparation and processing of an Environmental Assessment (EA) and Initial Study/Mitigated Negative Declaration (IS/MND) for the project. RVA also obtained permits/approvals required from USACE (Section 404 and Section 408), CDFW (1600 Streambed Alteration Agreement), and the Regional Water Quality Control Board (401 Certification) and processed two amendments required for changes to project design. RVA biologists performed the project's pre-construction nesting bird and bat surveys, created and presented a Worker Education and Awareness Program to all workers and staff present during construction, and served as regulatory compliance monitors during the project's initial phase of construction. In addition, RVA biologist authored the Bird and Bat Management Plan approved by CDFW authorizing the project to install nesting bird deterrents to allow construction in the LA River during nesting season. RVA will continue to provide regulatory compliance monitoring during the 2023 construction season.

Client:
John Yi

Metabolic Studio.
1745 N. Spring Street, Unit 4
Los Angeles, CA 90012

jyi@metabolicstudio.org
(323) 226-1158

Dates:

October 2018 - Present

Project Cost:
~$580,000

Highlights:

- CEQA/NEPA
- Environmental Permits (404, 401, 1600)
- USACE Section 408 Permit
- Pre-construction bird surveys
- Biological Monitoring
- Tribal Consultation Support
- Evening Bat Emergence Survey
- Bird and Bat Management Plan
- Nesting Bird Exclusionary and Deterrent Installation

Fee Proposal Sheet
City of Banning
RFP No. 24-096
On-Call CEQA / NEPA Services

April 1, 2025

PRIME: RUTH VILLALOBOS & ASSOCIATES, INC.

Title	Rate
Principal/QAQC	$230.00
Project Manager	$210.00
Senior Environmental Planner	$200.00
Environmental Planner	$182.00
Senior Biologist/Regulatory Permitting	$160.00
Biologist/Regulatory Permitting	$150.00
Public Outreach Specialist	$182.00
GIS/Mapping	$135.00
Administrative Assistant	$108.00

Subconsultant: Urban Crossroads

Title	Rate
Principal	$ 280.00
Senior Associate	$ 220.00
Associate	$ 185.00
Senior Analyst	$ 150.00
Analyst	$ 125.00
Assistant Analyst	$ 105.00
Administrative Assistant	$ 100.00

Subsonsultant: Applied Earthworks

Title	Rate
Principal Archaeologist	$ 243.00
Project Manager	$ 187.00
Senior Archeologist	$ 152.00
Forensic Archaeologist	$ 148.00
Senior Paleontologist	$ 152.00
Paleontologist	$ 114.00
Architectural Historian	$ 139.00
Field Technician	$ 103.00
GIS	$ 135.00
Administrative Assistant	$ 81.00

Subconsultant: Cereus Environmental

Title	Rate
Wildlife Biologist	$120.00

Subconsultant: Q3 Engineering

Title	Rate
Principal	$ 280.00
Senior Project Engineer	$ 230.00
Project Engineer	$ 210.00
Engineer	$ 188.00
Engineering Technician	$ 121.00
Project Administrator	$ 107.00

These prices begin on the date of the full execution of the contract.

Mileage cost will estimaed at $0.70 per mile. Mileage may change whenever the IRS rate is adjusted.

Reproduction cost will be estimated at $0.15 per black/white (8.5x11.0 size) sheet and $1.20 per colored (8.5x11.0 size) sheet. Larger size sheets will be an addtional 15% cost per sheet.

Any related-work requested but not listed in the schedule of fees shall be negotiated by the City and the Consultant.

City Project Manager preapproval in writing will be required for special costs, such as courier/overnight services or outside copying. Invoices shall include a detailed backup for work completed and all authorized reimbursable expenses incurred with receipts.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**David Newell, Community Development Director**
MEETING DATE:	**December 9, 2025**
SUBJECT:	**Consideration of Resolution 2025-171, Approving a Professional Services Agreement with Willdan Engineering for Building and Safety Services, including Plan Review, Landscape Design Review and Staff Augmentation.**

RECOMMENDATION:

Adopt Resolution 2025-171.

BACKGROUND:

For more than a decade, the City has utilized consultants to assist with services in the Building and Safety Division. The services include plan check review of building and landscape plans and staff augmentation for counter assistance, inspections and building administration (Services), allowing the Department to increase or reduce services as needed. In June 2015, the City Council approved a Professional Services Agreement (PSA) with Charles Abbott and Associates for assistance with these Services and in 2019 a subsequent PSA with Willdan Engineering (Willdan) was approved. Additional amendments to Willdan's agreement occurred in 2022 and 2025. Because the contract with Willdan Engineering is set to expire on December 31, 2025, the City issued a Request for Proposals (RFP) seeking proposals from qualified firms to provide these Services.

On April 8, 2025, the City issued the RFP and received five proposals prior to the submission deadline on May 8, 2025 from the following firms:

- 4Leaf, Inc.
- Bureau Veritas North America, Inc.
- Transtech Engineers, Inc.
- True North Compliance Services, Inc.
- Willdan Engineering

Following a careful review of the proposals by a selection committee of three City staff, there was consensus that Willdan is the most qualified firm to provide the Services based on the evaluation criteria specified in the RFP. The breadth of experience and capacity of the firm will continue to provide the Department with the needed Services and their pricing is in-line or more competitive when compared to the other firms.

JUSTIFICATION:

On December 31, 2025, the City's contract with Willdan Engineering is expiring and the City will be without the necessary Services to ensure a smooth permit, inspection and overall customer experience in the Building and Safety Division. The City currently utilizes Willdan Engineering for all plan check reviews and does not have the staff expertise or capacity to process plan checks for the volume and

complexity of applications received. In addition, there are currently staff vacancies for allocated positions that are currently backfilled by Willdan Engineering, including two inspector positions and two permit specialists (the Building Official was also backfilled until recently).

The City continues to see development activity and the improvement of property and structures, necessitating a need to utilize a contract firm to assist with its capacity to provide building and safety services. The table below demonstrates the continual increase in permit activity during the past two years.

Quarter	Total Permits Issued
Q3 2024	276
Q4 2024	301
Q1 2025	312
Q2 2025	428
Q3 2025	389
Q4 2025 (thru 10/17/25)	97

FISCAL IMPACT:

The Services are anticipated to require a contract amount that is not to exceed $750,000 per fiscal year based on historic need and accounting for anticipated contingencies. The total contract amount is proposed to not exceed $2,250,000 during the three-year term. Contract Svc-Professional/Professional Services, Account 001-2700-442-33-11, is used to pay for Services which are entirely funded by user fee revenue. Accordingly, the anticipated compensation over the proposed three-year term of the agreement is directly attributable to the revenues received and no direct fiscal impact to the City's General Fund would result from approval of the recommended action.

ALTERNATIVES:

Provide alternative direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. CC_Resolution_2025-171_-_Willdan_Engineering_Agreement.docx
2. Professional Services Agreement C01232 - Willdan Engineering
3. Willdan Proposal Cover Letter
4. Willdan Proposal
5. Willdan Pricing

RESOLUTION 2025-171

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A SOLE SOURCE PROFESSIONAL SERVICES AGREEMENT (PSA _____) WITH WILLDAN ENGINEERING, INC FOR BUILDING AND SAFETY SERVICES

WHEREAS, the City of Banning, CA ("City") Community Development Department ("Department"), which includes the Building & Safety, Fire Prevention and Planning Services Divisions, manages the land use entitlement and construction permitting process for development in the City, including new projects and improvements to existing developments; and

WHEREAS, for more than a decade, the City has utilized consultants to assist with services in the Building and Safety Division, including plan check review of building and landscape plans and staff augmentation for counter assistance, inspections and building administration ("Services"), allowing the Department to increase or reduce services as needed; and

WHEREAS, on April 8, 2025, the City issued a request for proposals ("RFP") to provide these Services and received five proposals prior to the submission deadline on May 8, 2025. Following a careful review of the proposals by a selection committee of three City staff, there was consensus that Willdan is the most qualified firm to provide the Services based on the evaluation criteria specified in the RFP. The breadth of experience and capacity of the firm will continue to provide the Department with the needed Services and their pricing is in-line or more competitive when compared to the other firms; and

WHEREAS, on December 9, 2025, the City Council considered the Professional Services Agreement with Willdan Engineering for these services at a public meeting.

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 (PSA) with Willdan Engineering for Building and Safety Services in an amount not to exceed $2,250,000 for a three-year term with two (2), one-year extensions, for Services described in Exhibit A.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the PSA and to execute the agreement with Willdan Engineering, Inc. 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 9th day of December, 2025.

_____
, Mayor
City of Banning

ATTEST:

_____
Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra B. Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-171, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of December, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra B. Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A

Professional Services Agreement with Willdan Engineering

AGREEMENT FOR PROFESSIONAL SERVICES (C01232) FOR ON-CALL BUILDING AND SAFETY PLAN CHECK & LANDSCAPE DESIGN REVIEW SERVICES BY AND BETWEEN CITY OF BANNING AND WILLDAN ENGINEERING

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: _____, ("Effective Date") by and between the **CITY OF BANNING,** a California municipal corporation ("City") and Willdan Engineering, a California Corporation, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought by a Request for a Proposal (RFP 24-099) for the performance of the services for On-Call Building and Safety Plan Check & Landscape Design Review 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
Patrick Johnson	Director – Building and Safety

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 Two Million Two Hundred Fifty Thousand Dollars and Zero Cents ($2,250,000.00) (the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

Payment to Consultant for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to

unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date through December 31, 2028, with an option of two (2) one year extensions, 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: David A. Newell City's Contract Officer City of Banning 99 East Ramsey Street Banning, California 92220 Email: dnewll@banningca.gov
With a courtesy copy to:	John Pinkney, City Attorney Slovak Baron Empey Murphy & Pinkney LLP 74774 CA-111 Indian Wells, CA 92210 Email: pinkney@sbemp.com

If to Consultant: Attn: Patrick Johnson
Director – Building and Safety
Willdan Engineering
2401 E. Katella Ave., Ste 300
Anaheim, CA 92806
Email: pjohnson@willdan.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

_____

Art Vela, Date
Intermin City Manager

ATTEST:

_____

Date
Acting Administrative City Clerk

APPROVED AS TO FORM:
Slovak Baron Empey Murphy & Pinkney LLP

_____

John O. Pinkney 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.

<u>EXHIBIT "A"</u>
SCOPE OF SERVICES

I. Consultant will perform the following Services in connection with providing On-Call Building and Safety Plan Check & Landscape Design Review Services prepared in connection therewith:

STATEMENT OF UNDERSTANDING AND APPROACH

Our approach to service provision is based on responsiveness, cost-control measures, and practical training programs. We understand the importance of timely and efficient service delivery, and our team is committed to providing quick response times while maintaining cost-effectiveness. We prioritize effective training programs to ensure our staff possesses the necessary skills and knowledge to perform their duties to the highest standards.

Willdan is uniquely positioned to deliver high-quality Building and Safety Division services that exceed client expectations and ensure public safety. Our additional resources, availability, high-level oversight, and on-time performance set us apart from other providers. Our commitment to practical training programs and cost-control measures ensures that our services are always delivered to the highest standards.

Willdan's engineering division spans the scope of building and safety services including:

- **Building Official Services**
- **Inspection Services**
- **Permit Technician Services**
- **Plan Review Services**
- **Fire Protection Services**
- **Code Enforcement Services**

ICC Preferred Provider – Willdan is recognized as an ICC Preferred Provider and our knowledgeable staff is available to provide training to jurisdictions as needed.

SCOPE OF WORK

BUILDING OFFICIAL SERVICES

Responsibilities include, but are not limited to:

- Quality control review of plan checks and inspections
- Resolution of resident inquires and complaints
- Building Official Administration, processing of complex Building Code issues and dispute resolution
- Contribute the necessary resources to the configuration, implementation and on-going support of an automated permitting system
- Participate in the City's Architectural Review Board
- Review discretionary application for preliminary compliance with construction codes
- Coordinate with Code Enforcement regarding an aggressive abatement program
- Review and update the Building and Safety Procedures Manual
- Monthly Reporting of Building and Safety Activities as well as reports required for fee collection and other reports required by the State of California or other government agencies
- Processing of Planning Commission and City Council staff reports related to Building and Safety items
- Periodic attendance at Planning Commission and City Council meetings

BUILDING PLAN REVIEW

Project plan review goes hand-in-hand with the inspection element and is equally critical to the development process. Plan review services bring the intent of the design team and the adopted codes of the community together. It is the plans examiner's responsibility to ensure the project is designed in accordance with codes and standards adopted by the municipal agency. Working together as a team, the plans examiner, the designer, and the inspector all contribute greatly to the health, safety, and welfare of the community.

All building plans will be examined for compliance with the current adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, California Fire Code, California Historical Code, California Existing Building Code and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24, and all additional applicable City Ordinances. Plan review for Disabled Access Compliance will include a review of precise grading plans.

Plan checks will include compliance with code requirements as well as an overview of the application package for other applicable requirements such as approvals from other local agencies and districts and coordination with other City departments. All plan review will comply with the City's directives, codes, and policies. All plan check services will include compliance with code requirements as well as an overview of the application package for other applicable requirements such as approvals from other local agencies and districts and coordination with other City departments. All plan review will comply with the City's directives, codes, and policies.

Plan check will include a review of any or all of the following design elements as determined by the City:

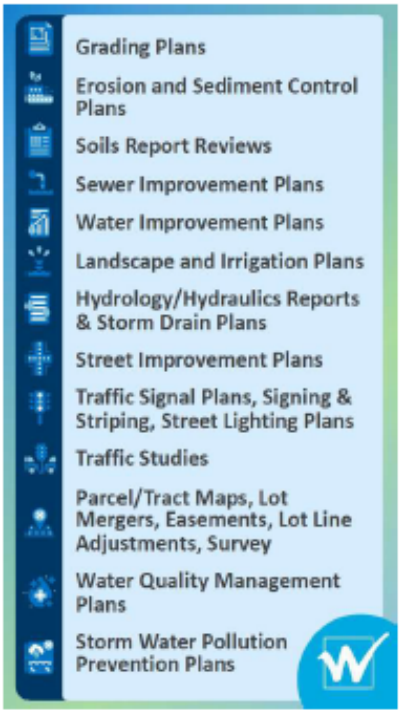
- **Architectural**
- **Structural**
- **Plumbing**
- **Mechanical**
- **Fire/Life Safety**
- **Electrical**
- **Energy Conservation Regulations (Title 24)**
- **Disabled Access Regulations (CBC)**
- **Green Building Standards**
- **CASp**

Willdan will provide plan check comments which outline the documents reviewed, instructions to the applicant regarding the processing of documents, and a listing of plan check comments. The plan check comments will refer to appropriate sheets, details or calculation pages and the code section of concern. Comments shall specify the apparent code violation.

Our plan checkers will schedule meetings during work hours to discuss and clarify plan check issues with designers, owners, and contractors. Resolutions of code issues may also be accomplished by telephone and/or email as well as scheduled meetings prior to resubmitting corrected plans and documents. We will respond to inquiries from applicants within one day.

CIVIL PLAN REVIEW

Improvement Plan package reviews will typically include grading plans, geotechnical reports, preliminary drainage studies, street and drainage plans, hydrology and hydraulic studies, FEMA requirements, SWPPP requirements, sewer and water plans, WQMP's, design connections to existing systems, landscape and irrigation, bridges and structures, traffic signal and signing and striping plans, park facilities, and engineer's estimates.



Typically, many of the following tasks are part of a project review:

- Following receipt of the complete review submittal material and initial familiarization of the project, a field review utilizing available satellite aerial imagery will be performed or possibly an actual in-field site visit may be performed to further familiarize the plan reviewer with the existing conditions. If appropriate digital photos will be taken while on site for record and reference purposes.
- Review Improvement Plans for compliance with conditions of approval, the approved tentative map, any applicable specific plans, and design criteria approved by the City.
- Review Improvement Plans with appropriate easement documents, record maps, and right-of-way documents. Determine the need for permanent/temporary easements and additional right-of-way.
- Review the overall plan set package to ensure no internal discrepancies exist from plan to plan.
- Review general notes, title block, signature block, benchmark data, quantities and unit costs, vicinity map, index map and other general requirements. Confirm USA note on plans along with survey reference data.
- Review data shown on the plans for consistency with approved adjacent plans and record maps.
- Review the proposed improvements for constructability. Request redesign of any proposed improvement when the plans propose a situation where the improvement is not build-able, conflicts with an existing improvement, creates a public hazard or nuisance, creates a maintenance issue, creates a potentially unsafe condition, or will not function due to an inadequate level of capacity.
- Review for accuracy of design and fit with existing improvements and underground utilities.
- Review sight distance based on appropriate design speed.
- Review pavement design for consistency with recommendations of the soils engineer and County.
- Review hydrology/hydraulic study for the associated storm drain plans, including hydrology calculations prepared by hand or approved software, street capacities, HGL's, velocities, inlet or outlet control and other hydraulic factors, all per the latest edition of the City's Storm Drain Storm drain Manuals, County's Hydrology Manual, Local Drainage Manual, and other City or County drainage documents. Review for consistency with any Master Drainage Plans.
- Review of WQMP's will be in accordance with the Riverside County WQMP guidelines and the City's Water Quality guidelines and manuals such as the Urban Water Management Plan.
- Review plans for possible special conditions, which could be anticipated during construction such as street closures, protection of existing utilities, etc.

- Review for ADA compliance utilizing a CASp-certified reviewer, when applicable.
- Erosion Control Plans will be reviewed to assure erosion and sedimentation measures comply with the Best Management Practices listed in the Stormwater Pollution Prevention Plans, in compliance with NPDES and the California Construction General Permit.
- Review for compliance with land use planning and implementation components as established by the City, with focus on zoning, and implementation of community visions through formulation of plans, policies, and strategies for specific study areas and associated impacts.
- Review and/or assist with environmental planning assignments, including reviewing documents on behalf of the lead/responsible agencies.
- Review and analysis of traffic and parking impact studies, circulation patterns, and traffic control plans, unless this activity is reserved to the City.
- Review of applicant engineer's records on existing or planned utility identification and coordination with permitting agencies relative to the improvements to be constructed for the project.
- Review proposed wastewater services, including the use of septic tanks, for compliance with waste discharge criteria of the local receiving agency and in the case of septic tank use, the City regulations and applicable RWQCB regulations.
- Review of easement documents, lot line adjustments, dedications, vacations, Parcel and Tract Maps shall be by or under the direction of a Licensed Land Surveyor to assure compliance with applicable provisions of the Subdivision Map Act, County ordinances, and other conditions of approval and requirements.

LANDSCAPE DESIGN REVIEW AND PLAN CHECK RELATED SERVICES

PLAN REVIEW FOR MWELO AND CITY COMPLIANCES

- **Preliminary Screen Check**
  Upon receipt of the plans from the City, Willdan will provide a screen check of the plan check submittal package. If the plan check package is missing plan check items (such as conditions of approval, reference reports, or reference plans), the applicant/City will be contacted, and the plan check will not begin. The turnaround time clock will not begin for the plan check until the requested materials are provided for review.

- **First Plan Check**
  Once the submittal package for first review is considered complete the plan checking will begin. This review will be for the entire landscape and irrigation plans set. In addition to reviewing the required items as stated in the **RFP, Section IV.C** for compliance, other items that will be checked include information on other design disciplines, i.e. civil, grading and drainage, that does not conflict with proposed improvements shown on other plan sets; and that dimensional information is consistent from sheet to sheet.

- **Second Plan Check**
  Resubmittal packages must be complete and contain revised plans and reports, previously marked-up plans and reports, and a written response memo responding to all comments in our review memo. Comments shown on the plans may be responded directly on the plans.

  Willdan will perform a back check of the first check comments and review any additional materials or improvement plans requested in the first check. Note, the 2nd review with the additional materials may generate additional comments. Willdan will complete the plan check and forward comments to the City.

- **Final Plan Check**
  If, after the second or third plan check (if necessary), the applicant has adequately addressed the previous plan check comments, Willdan will mark the plans "Recommend Acceptance" and date on the title sheet and forward the final plans and the reports to the City for recommended acceptance.
- **Fourth Plan Check *(if necessary)***
  Should a fourth check be required or a major redesign has occurred, Willdan will revise and coordinate the plan check effort estimate and schedule with the City before completing the plan check.

BUILDING INSPECTION

Our inspectors are ICC certified and fully experienced performing residential, commercial and industrial inspections for compliance to the approved plans and related documents. The inspections will be performed in accordance with the City's adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the State and Federal regulations for Accessibility, Noise and Energy Conservation, California Fire Code and provisions of Title 19 and NFPA.

Inspection staff will be available to meet with City staff, builders, developers, and citizens to provide assistance and resolve any inspection issues that may arise. Inspectors shall attend and participate in required meetings with other City inspection and plan review staff, property owners, contractors and/or design professionals.

Inspectors will review the permit package to verify that the on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other requirements that may be applicable. Inspectors will comply with the City's procedures for reporting inspection results, use City inspection correction forms, make appropriate entries onto the permit documents, and follow City procedures prior to finalizing a building permit.

Willdan will verify that all inspection records, including daily records of what was inspected which will be recorded on the job card, and permit copy entered into the City's Building and Safety computer system. We will employ such techniques as necessary to minimize delays to builders and provide helpful advice and counsel to builders, owners, engineers and architects as to enhance the orderly flow of the construction process yet maintaining an effective level of enforcement. Inspectors shall ensure that any construction changes are documented and approved by appropriate City staff.

Our inspection staff are supplied with cell phones and laptops and/or iPads for email communication and document creation and record keeping. Inspections will be provided on a next-day basis should the request be received prior to 4:00 pm the previous day.

CASp SERVICES

Willdan can provide CASp certified inspectors to the City as required by **California Civil Code, Division 1, Part 2.52, Section 55.53(d)1&2.**
Our CASp certified inspectors will provide building and site evaluations for ADA and State Disabled Access requirements; provide evaluations and reporting for Applicable Construction Related Accessibility Standards; provide CASp Disability Access Certificates; provide expert witness and legal services support; and provide other services as required by the City. **Our CASp certified inspector will be available within 24 hours of notification or sooner.**

PUBLIC WORKS INSPECTION

1. Review plans, specifications, and all other contract- and construction-related documents.
2. Conduct field investigation to become familiar with existing facilities and project environment.
3. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
4. Provide as-needed construction inspection, including night inspection, of work to monitor materials and methods for compliance with plans, specifications, and contract documents; address and document non-conforming items as they are discovered.
5. Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations. Although Willdan will monitor activities, it is contractor's sole responsibility to provide workers with safe working environment.
6. Monitor compliance with Clean Air Act and Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management practices). Also, monitor contractor's compliance with approved SWPPP.
7. Meet with contractor at beginning of each day and review proposed work plan, including specific details that may affect progress.
8. Conduct daily measurements of quantities of work with contractor.
9. Review actual contractor performance throughout day and discuss discrepancies as they occur.
10. Assist in coordination of engineering support, surveying, special inspections, and field work by utilities.
11. Ensure compliance of Underground Service Alert notification/delineation.
12. Evaluate contractor's operation and production with respect to quality and progress and report to construction manager.
13. Photograph continuous property frontages along street alignment once prior to construction and once immediately following construction. Maintain photographic record of key elements of each major operation of work each day on site, with increased detail in situations of potential changes or claims.
14. Closely monitor testing results and require contractor to provide corrective measures to achieve compliance.
15. Maintain copies of all permits needed to construct project and enforce special requirements of each.
16. Prepare and maintain detailed daily diary inspector reports on construction progress.
17. Prepare clear and concise letters and memoranda, as needed. Establish solid paper trail.
18. Maintain field file bound workbooks during construction, including cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation.
19. Provide complete measurements and calculations documented to administer progress payments.
20. Maintain and submit red-lined set of plans for as-built corrections on record drawings to be filed with City. (City's design consultant will transfer contractor's record drawings to original Mylar drawings.)
21. Prepare punch list at substantial completion and follow up with contractor on correction progress.
22. Schedule final inspection with City and applicable agencies; prepare, distribute, and inspect corrections to final punch list for completion; and recommend final acceptance.
23. Upon project completion, provide finished set of project workbooks to City.

PERMIT TECHNICIAN SERVICES/FRONT COUNTER SUPPORT

Under the supervision of the City, our provided permit technician(s) will provide customer-friendly public counter service. Using the City's permitting software system for plan check tracking, permit issuance and report generation, Willdan provides quick, efficient service at the counter. Our knowledgeable staff, who always understand that this may be the first time that a citizen is applying for a permit, have the ability to help all applicants, from the least knowledgeable applicant for a simple home remodel to experienced owners who have many years of development experience.

Our goal is to make sure that every applicant feels that we have answered their questions and met their needs. The designated permit technician(s) will provide counter services during City Office hours.

Our building counter services include but are not limited to:

- Customer support at the counter and over the phone
- Permit application review to ensure completeness and accuracy
- Fee calculation
- Building permit processing and issuance
- Public assistance in completing permit applications
- Verification that projects have obtained all necessary approvals prior to permit issuance
- Applicant notification when construction documents and/or permits are ready for pick-up or issuance
- Coordination and routing of construction documents to the appropriate City staff for plan review and approval
- Resolution of resident inquires and complaints
- Records maintenance, document preparation for storage and or imaging

BUILDING CODE ENFORCEMENT ASSISTANCE

Willdan will support the City of Banning in Building Code enforcement and abatement activities through coordinated, professional field and administrative services. This work will be conducted in collaboration with the City's Code Enforcement Department, under the direction of Police Chief Vincent Avila, and may include the following:

Assist with Stop Work Orders and Permit Suspensions

- Conduct site inspections to identify unpermitted work or hazardous conditions requiring immediate action.
- Coordinate with City staff to initiate and post stop work orders in accordance with City policies and legal procedures.
- Assist in the review of active permits to determine the need for suspension due to code violations.
- Document findings and enforcement actions thoroughly for use in hearings, reporting, and follow-up.

Coordinate with Code Enforcement Under Banning Police Department

- Maintain regular communication with the Code Enforcement Department and Police Department leadership to ensure enforcement efforts are aligned and consistent.
- Participate in joint inspections or investigations when Building Code issues overlap with property maintenance or nuisance violations.
- Provide timely updates to City staff and assist in preparing case files for administrative citations or court actions.

Support Case Management and Documentation

- Track and maintain accurate records of enforcement actions, permit holds, and follow-up activities.
- Assist in integrating enforcement and permitting data for improved case tracking and transparency.
- Prepare case summaries, violation logs, and status reports for internal City use or public records requests.

Willdan's approach ensures that all enforcement activities are consistent with the City's standards for public safety, legal integrity, and responsive service to the community.

PROJECT SCHEDULE

PLAN REVIEW		
TYPE OF PROJECT	**INITIAL PLAN CHECK**	**SUBSEQUENT RECHECKS**
Residential Plan Review	8 – 10 calendar days	5 calendar days
Commercial Plan Review	10 calendar days	5 calendar days
Minor Plan Review/SFR Single-Story Additions	3 calendar days	1 – 2 calendar days
Grading Plan Review	10 calendar days	5 – 7 calendar days
Preliminary Landscape Plan Review	10 calendar days	
Final Landscape Plan Review	14 calendar days	

INSPECTION	
SERVICE	**SCHEDULE**
Building Inspection	The following workday should the request be received prior to 2:00 pm the previous day
Grading Inspection	The following workday should the request be received prior to 2:00 pm the previous day
Assistance at the Public Counter	Immediately during City Hall hours
Return of Phone Calls	Within 24-hours of receipt of voice messages

ADDITIONAL INFORMATION

Willdan operates daily under a company-wide Quality Assurance/Quality Control (QA/QC) Program. This program has proven itself very effective and successful and is a continuous process that occurs day to day.

Willdan's electronic plan review portal also serves as a tracking system for all plan review, whether electronic or via hard copy. All plans are logged into the system, assigned to a plans examiner, and given a due date. At the long-in phase, the Willdan turnaround time, as per the contract, is noted and becomes a control point for the plan. The control point is established for any recheck turnaround times as well. Plan review schedules are monitored daily.

To ensure the highest standards of accuracy, consistency, and efficiency in the plan review process, plan check office supervisors conduct periodic evaluations of plan check correction comments. These reviews serve as a quality control measure to verify that corrections are thorough, technically sound, and aligned with applicable codes and standards.

Our plan review team is committed to facilitating timely project progression by proactively engaging with City staff, project applicants, developers, etc. Through collaborative meetings and open lines of

communication, the team works diligently to clarify and resolve code compliance issues early in the review process, thereby minimizing the number of required review cycles.

As part of our continuous improvement efforts, any plan review that extends beyond a third submittal triggers an automatic supervisory evaluation. This checkpoint ensures that appropriate resolution strategies are implemented and that the review process remains both efficient and effective.

To maintain and provide proper quality control, our inspection staff is provided with detailed check sheets for various items of work required to construct the project. Willdan's inspectors are provided with the latest tools for checking and assessing the contractor's work. The tool list includes laptop computers, smart levels, tape measures, cell phone, hard hats, safety vests, and other items. Inspection logs and reports are reviewed by the lead inspector and Project Manager on a weekly basis to ensure quality and timely inspections.

Willdan will not be required to utilize any City owned facilities or property to lease, purchase or rent, other than items needed to provide the services requested (i.e., telephone, permitting software, etc.).

II. As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

a. In-person meetings and/or teleconferences.

b. Email updates/questions to applicant team and City while reviews are underway.

c. Conference calls.

IV. All work product is subject to review and acceptance by City. If the City determines that any work product is unacceptable, for any reason, it must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT "B"
SPECIAL REQUIREMENTS

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works," Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and Subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
>
> **Date_____ Signature_____**

12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including, without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates as attached as Exhibit C-1:

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-contractor labor, supplies, equipment, materials, and travel properly charged to the Services.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

PRICE PROPOSAL

Willdan will provide plan review services based on the hourly rates shown below. Expedited plan review will be billed at 1.35x our hourly rate. Over-time inspections will be billed at 1.5x our hourly rate. Mileage for inspections will be billed at the current IRS Standard Mileage Rate.

SERVICE PROVIDED	HOURLY RATE
Building Official	$155
Plan Check Engineer/Architect	$145
ICC Certified Plans Examiner	$130
CASp Services	$135
Civil Plan Review	$145
Landscape Plan Review	$145
Sr. Building Inspector	$110
Building Inspector	$100
Sr. Grading Inspector	$147
Grading Inspector	$135
Grading Inspector – Prevailing Wage	$164*
Landscape Inspection	$115
Code Enforcement Officer	$ 90
Sr. Permit Technician	$ 85
Permit Technician	$ 75

Rates will not increase through June 30, 2026. If the Agreement is extended beyond June 30, 2026, Willdan may reserve the right to increase rates once per year to the value between the 12-month % change of the Consumer Price Index for the area and five percent.

* *For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.*

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City in accordance with the schedule attached as Exhibit D-1.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

III. EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

See Exhibit "A"-1

COVER LETTER

May 8, 2025

City of Banning
Attn: Barbara Mason, Purchasing Manager
99 E Ramsey Street
Banning, CA 92220

Subject: Proposal for On-Call Building and Safety Plan Check & Landscape Design Review Services RFP-24-099

Submitted electronically to: https://secure.procurenow.com/portal/banning-ca

Dear Barbara Mason:

Willdan Engineering is pleased to present this proposal to continue provide on-call services to the City of Banning. Willdan has been a consistent industry leader for more than 60 years, providing all aspects of municipal and infrastructure engineering, including **building and safety**, code enforcement, fire services, planning, public works, public financing, and construction management services.

While our exceptional services are presented in this response, listed below are reasons why Willdan is uniquely qualified to provide these services to the **City of Banning.**

- **Demonstrated Competence –** Willdan Engineering presently provides building and safety services to a vast number of jurisdictions throughout Southern California. In this capacity, we provide a full range of services including Building Official services, building and safety plan review, inspection, permit issuance, code enforcement, landscape, and fire prevention services. **Willdan has been providing services to the City starting in 2006 with plan review and inspection and more recently, starting in 2019, with services as requested in this RFP. Our years of service ensures our familiarity and continuity with the City's processes as well as our commitment for quality customer service to the community and residents.**
- **Office Location –** Willdan's team will be managed and coordinated through our local full-service San Bernardino office, just a 30 -minute drive to the City's office – making Willdan conveniently located and responsive to the City's requests.
- **CASp Certified Inspectors and Plans Examiners –** Willdan Engineering can provide CASp certified specialists to the City, as required by **Senate Bill No. 1608,** specifically **CHAPTER 549.**
- **Quick Turnaround Times**. Willdan has a reputation for providing quality and accurate plan review in a timely manner by ensuring continued customer service and communication with City staff, applicants, and designers. We understand that time is of critical importance to the City and to the development community. **We are dedicated to meeting normal and providing "expedited" turnaround deadlines as well.**
- **Full-Service Provider –** Willdan is a unique consultant with the ability to provide all services to the City under one project manager to oversee all facilities. This ensures continuity across all disciplines, making Willdan the ideal consultant to assist the City.

Patrick Johnson, PE, CBO, Director of Building and Safety, is authorized to contractually bind Willdan and will serve as Project Manager. **Brian Gumpert** will continue to provide Building Official services and will oversee all day-to-day services provided to the City. Patrick Johnson is the contact person during the RFP review process. Contact information is shown below:

Patrick Johnson, PE, CBO
Director of Building and Safety
Willdan Engineering
650 E Hospitality Lane, Suite 400
San Bernardino, CA 92408
909.915.4361
pjohnson@willdan.com

As demonstrated in our proposal, our team possess the skills and experience required to address the City's needs. We have reviewed and understand all elements of the City's RFP and will perform the services and adhere to the requirements as described. Willdan is willing to enter into a contract under the terms and conditions prescribed in the RFP and in the provided Sample Agreement. We look forward to continuing to provide services to the City of Banning and its community.

Respectfully submitted,
WILLDAN ENGINEERING

Patrick Johnson, PE, CBO
Director of Building and Safety

STATEMENT OF UNDERSTANDING AND APPROACH

Our approach to service provision is based on responsiveness, cost-control measures, and practical training programs. We understand the importance of timely and efficient service delivery, and our team is committed to providing quick response times while maintaining cost-effectiveness. We prioritize effective training programs to ensure our staff possesses the necessary skills and knowledge to perform their duties to the highest standards.

Willdan is uniquely positioned to deliver high-quality Building and Safety Division services that exceed client expectations and ensure public safety. Our additional resources, availability, high-level oversight, and on-time performance set us apart from other providers. Our commitment to practical training programs and cost-control measures ensures that our services are always delivered to the highest standards.

Willdan's engineering division spans the scope of building and safety services including:

- **Building Official Services**
- **Inspection Services**
- **Permit Technician Services**
- **Plan Review Services**
- **Fire Protection Services**
- **Code Enforcement Services**

ICC Preferred Provider – Willdan is recognized as an ICC Preferred Provider and our knowledgeable staff is available to provide training to jurisdictions as needed.

SCOPE OF WORK

BUILDING OFFICIAL SERVICES

Responsibilities include, but are not limited to:

- Quality control review of plan checks and inspections
- Resolution of resident inquires and complaints
- Building Official Administration, processing of complex Building Code issues and dispute resolution
- Contribute the necessary resources to the configuration, implementation and on-going support of an automated permitting system
- Participate in the City's Architectural Review Board
- Review discretionary application for preliminary compliance with construction codes
- Coordinate with Code Enforcement regarding an aggressive abatement program
- Review and update the Building and Safety Procedures Manual
- Monthly Reporting of Building and Safety Activities as well as reports required for fee collection and other reports required by the State of California or other government agencies
- Processing of Planning Commission and City Council staff reports related to Building and Safety items
- Periodic attendance at Planning Commission and City Council meetings

BUILDING PLAN REVIEW

Project plan review goes hand-in-hand with the inspection element and is equally critical to the development process. Plan review services bring the intent of the design team and the adopted codes of the community together. It is the plans examiner's responsibility to ensure the project is designed in accordance with codes and standards adopted by the municipal agency. Working together as a team, the plans examiner, the designer, and the inspector all contribute greatly to the health, safety, and welfare of the community.

All building plans will be examined for compliance with the current adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, California Fire Code, California Historical Code, California Existing Building Code and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24, and all additional applicable City Ordinances. Plan review for Disabled Access Compliance will include a review of precise grading plans.

Plan checks will include compliance with code requirements as well as an overview of the application package for other applicable requirements such as approvals from other local agencies and districts and coordination with other City departments. All plan review will comply with the City's directives, codes, and policies. All plan check services will include compliance with code requirements as well as an overview of the application package for other applicable requirements such as approvals from other local agencies and districts and coordination with other City departments. All plan review will comply with the City's directives, codes, and policies.

Plan check will include a review of any or all of the following design elements as determined by the City:

- **Architectural**
- **Structural**
- **Plumbing**
- **Mechanical**
- **Fire/Life Safety**
- **Electrical**
- **Energy Conservation Regulations (Title 24)**
- **Disabled Access Regulations (CBC)**
- **Green Building Standards**
- **CASp**

Willdan will provide plan check comments which outline the documents reviewed, instructions to the applicant regarding the processing of documents, and a listing of plan check comments. The plan check comments will refer to appropriate sheets, details or calculation pages and the code section of concern. Comments shall specify the apparent code violation.

Our plan checkers will schedule meetings during work hours to discuss and clarify plan check issues with designers, owners, and contractors. Resolutions of code issues may also be accomplished by telephone and/or email as well as scheduled meetings prior to resubmitting corrected plans and documents. We will respond to inquiries from applicants within one day.

CIVIL PLAN REVIEW

Improvement Plan package reviews will typically include grading plans, geotechnical reports, preliminary drainage studies, street and drainage plans, hydrology and hydraulic studies, FEMA requirements, SWPPP requirements, sewer and water plans, WQMP's, design connections to existing systems, landscape and irrigation, bridges and structures, traffic signal and signing and striping plans, park facilities, and engineer's estimates.

Typically, many of the following tasks are part of a project review:

- Following receipt of the complete review submittal material and initial familiarization of the project, a field review utilizing available satellite aerial imagery will be performed or possibly an actual in-field site visit may be performed to further familiarize the plan reviewer with the existing conditions. If appropriate digital photos will be taken while on site for record and reference purposes.
- Review Improvement Plans for compliance with conditions of approval, the approved tentative map, any applicable specific plans, and design criteria approved by the City.
- Review Improvement Plans with appropriate easement documents, record maps, and right-of-way documents. Determine the need for permanent/temporary easements and additional right-of-way.
- Review the overall plan set package to ensure no internal discrepancies exist from plan to plan.
- Review general notes, title block, signature block, benchmark data, quantities and unit costs, vicinity map, index map and other general requirements. Confirm USA note on plans along with survey reference data.
- Review data shown on the plans for consistency with approved adjacent plans and record maps.
- Review the proposed improvements for constructability. Request redesign of any proposed improvement when the plans propose a situation where the improvement is not build-able, conflicts with an existing improvement, creates a public hazard or nuisance, creates a maintenance issue, creates a potentially unsafe condition, or will not function due to an inadequate level of capacity.
- Review for accuracy of design and fit with existing improvements and underground utilities.
- Review sight distance based on appropriate design speed.
- Review pavement design for consistency with recommendations of the soils engineer and County.
- Review hydrology/hydraulic study for the associated storm drain plans, including hydrology calculations prepared by hand or approved software, street capacities, HGL's, velocities, inlet or outlet control and other hydraulic factors, all per the latest edition of the City's Storm Drain Storm drain Manuals, County's Hydrology Manual, Local Drainage Manual, and other City or County drainage documents. Review for consistency with any Master Drainage Plans.
- Review of WQMP's will be in accordance with the Riverside County WQMP guidelines and the City's Water Quality guidelines and manuals such as the Urban Water Management Plan.
- Review plans for possible special conditions, which could be anticipated during construction such as street closures, protection of existing utilities, etc.

- Review for ADA compliance utilizing a CASp-certified reviewer, when applicable.
- Erosion Control Plans will be reviewed to assure erosion and sedimentation measures comply with the Best Management Practices listed in the Stormwater Pollution Prevention Plans, in compliance with NPDES and the California Construction General Permit.
- Review for compliance with land use planning and implementation components as established by the City, with focus on zoning, and implementation of community visions through formulation of plans, policies, and strategies for specific study areas and associated impacts.
- Review and/or assist with environmental planning assignments, including reviewing documents on behalf of the lead/responsible agencies.
- Review and analysis of traffic and parking impact studies, circulation patterns, and traffic control plans, unless this activity is reserved to the City.
- Review of applicant engineer's records on existing or planned utility identification and coordination with permitting agencies relative to the improvements to be constructed for the project.
- Review proposed wastewater services, including the use of septic tanks, for compliance with waste discharge criteria of the local receiving agency and in the case of septic tank use, the City regulations and applicable RWQCB regulations.
- Review of easement documents, lot line adjustments, dedications, vacations, Parcel and Tract Maps shall be by or under the direction of a Licensed Land Surveyor to assure compliance with applicable provisions of the Subdivision Map Act, County ordinances, and other conditions of approval and requirements.

LANDSCAPE DESIGN REVIEW AND PLAN CHECK RELATED SERVICES

PLAN REVIEW FOR MWELO AND CITY COMPLIANCES

- **Preliminary Screen Check**
  Upon receipt of the plans from the City, Willdan will provide a screen check of the plan check submittal package. If the plan check package is missing plan check items (such as conditions of approval, reference reports, or reference plans), the applicant/City will be contacted, and the plan check will not begin. The turnaround time clock will not begin for the plan check until the requested materials are provided for review.

- **First Plan Check**
  Once the submittal package for first review is considered complete the plan checking will begin. This review will be for the entire landscape and irrigation plans set. In addition to reviewing the required items as stated in the **RFP, Section IV.C** for compliance, other items that will be checked include information on other design disciplines, i.e. civil, grading and drainage, that does not conflict with proposed improvements shown on other plan sets; and that dimensional information is consistent from sheet to sheet.

- **Second Plan Check**
  Resubmittal packages must be complete and contain revised plans and reports, previously marked-up plans and reports, and a written response memo responding to all comments in our review memo. Comments shown on the plans may be responded directly on the plans.

  Willdan will perform a back check of the first check comments and review any additional materials or improvement plans requested in the first check. Note, the 2nd review with the additional materials may generate additional comments. Willdan will complete the plan check and forward comments to the City.

- **Final Plan Check**
  If, after the second or third plan check (if necessary), the applicant has adequately addressed the previous plan check comments, Willdan will mark the plans "Recommend Acceptance" and date on the title sheet and forward the final plans and the reports to the City for recommended acceptance.
- **Fourth Plan Check *(if necessary)***
  Should a fourth check be required or a major redesign has occurred, Willdan will revise and coordinate the plan check effort estimate and schedule with the City before completing the plan check.

BUILDING INSPECTION

Our inspectors are ICC certified and fully experienced performing residential, commercial and industrial inspections for compliance to the approved plans and related documents. The inspections will be performed in accordance with the City's adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the State and Federal regulations for Accessibility, Noise and Energy Conservation, California Fire Code and provisions of Title 19 and NFPA.

Inspection staff will be available to meet with City staff, builders, developers, and citizens to provide assistance and resolve any inspection issues that may arise. Inspectors shall attend and participate in required meetings with other City inspection and plan review staff, property owners, contractors and/or design professionals.

Inspectors will review the permit package to verify that the on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other requirements that may be applicable. Inspectors will comply with the City's procedures for reporting inspection results, use City inspection correction forms, make appropriate entries onto the permit documents, and follow City procedures prior to finalizing a building permit.

Willdan will verify that all inspection records, including daily records of what was inspected which will be recorded on the job card, and permit copy entered into the City's Building and Safety computer system. We will employ such techniques as necessary to minimize delays to builders and provide helpful advice and counsel to builders, owners, engineers and architects as to enhance the orderly flow of the construction process yet maintaining an effective level of enforcement. Inspectors shall ensure that any construction changes are documented and approved by appropriate City staff.

Our inspection staff are supplied with cell phones and laptops and/or iPads for email communication and document creation and record keeping. Inspections will be provided on a next-day basis should the request be received prior to 4:00 pm the previous day.

CASp SERVICES

Willdan can provide CASp certified inspectors to the City as required by **California Civil Code, Division 1, Part 2.52, Section 55.53(d)1&2.**
Our CASp certified inspectors will provide building and site evaluations for ADA and State Disabled Access requirements; provide evaluations and reporting for Applicable Construction Related Accessibility Standards; provide CASp Disability Access Certificates; provide expert witness and legal services support; and provide other services as required by the City. **Our CASp certified inspector will be available within 24 hours of notification or sooner.**

PUBLIC WORKS INSPECTION

1. Review plans, specifications, and all other contract- and construction-related documents.
2. Conduct field investigation to become familiar with existing facilities and project environment.
3. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
4. Provide as-needed construction inspection, including night inspection, of work to monitor materials and methods for compliance with plans, specifications, and contract documents; address and document non-conforming items as they are discovered.
5. Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations. Although Willdan will monitor activities, it is contractor's sole responsibility to provide workers with safe working environment.
6. Monitor compliance with Clean Air Act and Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management practices). Also, monitor contractor's compliance with approved SWPPP.
7. Meet with contractor at beginning of each day and review proposed work plan, including specific details that may affect progress.
8. Conduct daily measurements of quantities of work with contractor.
9. Review actual contractor performance throughout day and discuss discrepancies as they occur.
10. Assist in coordination of engineering support, surveying, special inspections, and field work by utilities.
11. Ensure compliance of Underground Service Alert notification/delineation.
12. Evaluate contractor's operation and production with respect to quality and progress and report to construction manager.
13. Photograph continuous property frontages along street alignment once prior to construction and once immediately following construction. Maintain photographic record of key elements of each major operation of work each day on site, with increased detail in situations of potential changes or claims.
14. Closely monitor testing results and require contractor to provide corrective measures to achieve compliance.
15. Maintain copies of all permits needed to construct project and enforce special requirements of each.
16. Prepare and maintain detailed daily diary inspector reports on construction progress.
17. Prepare clear and concise letters and memoranda, as needed. Establish solid paper trail.
18. Maintain field file bound workbooks during construction, including cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation.
19. Provide complete measurements and calculations documented to administer progress payments.
20. Maintain and submit red-lined set of plans for as-built corrections on record drawings to be filed with City. (City's design consultant will transfer contractor's record drawings to original Mylar drawings.)
21. Prepare punch list at substantial completion and follow up with contractor on correction progress.
22. Schedule final inspection with City and applicable agencies; prepare, distribute, and inspect corrections to final punch list for completion; and recommend final acceptance.
23. Upon project completion, provide finished set of project workbooks to City.

PERMIT TECHNICIAN SERVICES/FRONT COUNTER SUPPORT

Under the supervision of the City, our provided permit technician(s) will provide customer-friendly public counter service. Using the City's permitting software system for plan check tracking, permit issuance and report generation, Willdan provides quick, efficient service at the counter. Our knowledgeable staff, who always understand that this may be the first time that a citizen is applying for a permit, have the ability to help all applicants, from the least knowledgeable applicant for a simple home remodel to experienced owners who have many years of development experience.

Our goal is to make sure that every applicant feels that we have answered their questions and met their needs. The designated permit technician(s) will provide counter services during City Office hours.

Our building counter services include but are not limited to:

- Customer support at the counter and over the phone
- Permit application review to ensure completeness and accuracy
- Fee calculation
- Building permit processing and issuance
- Public assistance in completing permit applications
- Verification that projects have obtained all necessary approvals prior to permit issuance
- Applicant notification when construction documents and/or permits are ready for pick-up or issuance
- Coordination and routing of construction documents to the appropriate City staff for plan review and approval
- Resolution of resident inquires and complaints
- Records maintenance, document preparation for storage and or imaging

BUILDING CODE ENFORCEMENT ASSISTANCE

Willdan will support the City of Banning in Building Code enforcement and abatement activities through coordinated, professional field and administrative services. This work will be conducted in collaboration with the City's Code Enforcement Department, under the direction of Police Chief Vincent Avila, and may include the following:

Assist with Stop Work Orders and Permit Suspensions

- Conduct site inspections to identify unpermitted work or hazardous conditions requiring immediate action.
- Coordinate with City staff to initiate and post stop work orders in accordance with City policies and legal procedures.
- Assist in the review of active permits to determine the need for suspension due to code violations.
- Document findings and enforcement actions thoroughly for use in hearings, reporting, and follow-up.

Coordinate with Code Enforcement Under Banning Police Department

- Maintain regular communication with the Code Enforcement Department and Police Department leadership to ensure enforcement efforts are aligned and consistent.
- Participate in joint inspections or investigations when Building Code issues overlap with property maintenance or nuisance violations.
- Provide timely updates to City staff and assist in preparing case files for administrative citations or court actions.

Support Case Management and Documentation

- Track and maintain accurate records of enforcement actions, permit holds, and follow-up activities.
- Assist in integrating enforcement and permitting data for improved case tracking and transparency.
- Prepare case summaries, violation logs, and status reports for internal City use or public records requests.

Willdan's approach ensures that all enforcement activities are consistent with the City's standards for public safety, legal integrity, and responsive service to the community.

PROJECT SCHEDULE

PLAN REVIEW		
TYPE OF PROJECT	**INITIAL PLAN CHECK**	**SUBSEQUENT RECHECKS**
Residential Plan Review	8 – 10 calendar days	5 calendar days
Commercial Plan Review	10 calendar days	5 calendar days
Minor Plan Review/SFR Single-Story Additions	3 calendar days	1 – 2 calendar days
Grading Plan Review	10 calendar days	5 – 7 calendar days
Preliminary Landscape Plan Review	10 calendar days	
Final Landscape Plan Review	14 calendar days	

INSPECTION	
SERVICE	**SCHEDULE**
Building Inspection	The following workday should the request be received prior to 2:00 pm the previous day
Grading Inspection	The following workday should the request be received prior to 2:00 pm the previous day
Assistance at the Public Counter	Immediately during City Hall hours
Return of Phone Calls	Within 24-hours of receipt of voice messages

ADDITIONAL INFORMATION

Willdan operates daily under a company-wide Quality Assurance/Quality Control (QA/QC) Program. This program has proven itself very effective and successful and is a continuous process that occurs day to day.

Willdan's electronic plan review portal also serves as a tracking system for all plan review, whether electronic or via hard copy. All plans are logged into the system, assigned to a plans examiner, and given a due date. At the long-in phase, the Willdan turnaround time, as per the contract, is noted and becomes a control point for the plan. The control point is established for any recheck turnaround times as well. Plan review schedules are monitored daily.

To ensure the highest standards of accuracy, consistency, and efficiency in the plan review process, plan check office supervisors conduct periodic evaluations of plan check correction comments. These reviews serve as a quality control measure to verify that corrections are thorough, technically sound, and aligned with applicable codes and standards.

Our plan review team is committed to facilitating timely project progression by proactively engaging with City staff, project applicants, developers, etc. Through collaborative meetings and open lines of

communication, the team works diligently to clarify and resolve code compliance issues early in the review process, thereby minimizing the number of required review cycles.

As part of our continuous improvement efforts, any plan review that extends beyond a third submittal triggers an automatic supervisory evaluation. This checkpoint ensures that appropriate resolution strategies are implemented and that the review process remains both efficient and effective.

To maintain and provide proper quality control, our inspection staff is provided with detailed check sheets for various items of work required to construct the project. Willdan's inspectors are provided with the latest tools for checking and assessing the contractor's work. The tool list includes laptop computers, smart levels, tape measures, cell phone, hard hats, safety vests, and other items. Inspection logs and reports are reviewed by the lead inspector and Project Manager on a weekly basis to ensure quality and timely inspections.

Willdan will not be required to utilize any City owned facilities or property to lease, purchase or rent, other than items needed to provide the services requested (i.e., telephone, permitting software, etc.).

COMPANY INFORMATION

Willdan Engineering (**Willdan**), a California corporation since 1964, is a subsidiary of Willdan Group, Inc., a publicly traded Delaware corporation. Services are provided to nationwide clientele through three subsidiary firms – **Willdan Engineering,** Willdan Energy Solutions, and Willdan Financial Services – that offer a portfolio of diversified strengths. Throughout our 60-year history, Willdan has been a consistent industry leader providing all aspects of municipal, infrastructure, and transportation engineering; program management; financial consulting; municipal planning; environmental; energy-related services, along with a full complement of related disciplines. Dedicated to providing public agencies with reliable, quality, and cost-effective services, Willdan merges sound solutions with a solid respect for the fiscal responsibility faced by local agencies and the concerns of affected communities. This approach has proven responsive to the most challenging budget, schedule, and aesthetic requirements. It is a contributing factor to our industry reputation and our company growth. Willdan addresses the varied demographics of our public agency clients through focused, specialized services offering ***solutions tailored to the unique goals and visions of each agency.***

Unique to Willdan is our understanding of public agency needs and issues. Willdan's professionals often serve to extend our clients' staff in the capacity of planning directors, city engineers, and other public agency positions. Additionally, many provide the added value of having served in public agency management positions prior to joining Willdan. With this experience, expertise, knowledge, and resources, Willdan offers comprehensive solutions that are timely, cost effective, and tailored to meet the needs of individual communities.

The company has more than **1,700 employees,** including licensed engineers, program and construction managers, financial analysts, planners, and other skilled professionals, operating out of 50+ offices located throughout the United States. Willdan benefits from well-established relationships with local and state government agencies, investor-owned and municipal utilities, and private sector commercial and industrial firms throughout the United States. We have supported the implementation of community visions through engineering, construction management, inspection, planning, building safety, and staff augmentation services.

Willdan's corporate-wide capabilities include a full range of civil and structural engineering, land planning, financial and economic consulting, geology and geotechnical engineering, environmental health and safety, and energy efficiency solutions consulting services.

We provide professional services in all phases of municipal activities from project development, grant funding application assistance and administration, site analysis, and conceptual development to final design, construction management, observation, and project close-out.

Corporate Address:
2401 E Katella Avenue, Suite 300
Anaheim, CA 92806
714.940.6300

Local Office Address/Contact Information:
Patrick Johnson, Director of Building and Safety
650 E Hospitality Lane, Suite 400
San Bernardino, CA 92408
909.963.0565

Website Address: https://www.willdan.com/index.aspx

BUILDING AND SAFETY

Willdan's experience and strength in building and safety encompasses the complete range of technical disciplines, including permit issuance, building inspection, grading inspection, accessibility inspection, CASp services, OSHPD III plan check and inspection, flood zone experience, building plan review, fire-life safety, building official services, code enforcement, and emergency safety assessment expertise. The inspection and plan review staff maintain current certifications and attend training on a regular basis, to stay current with industry technologies and standards. Specific certifications and education are delineated in staff résumés herein.

Building and Safety Services

Building & Safety Inspection
Grading and Right-of-Way Inspection
Landscape Plan Check/Inspection
Plan Check
Permit Technician
Construction Management
Code Enforcement
Building Official
Disaster Recovery Services
Development Permitting Process

When it comes to serving the residents of the City of Banning community, Willdan sees our role as that of facilitator and guide, helping the City's customers in getting through the review, permitting, and inspection process, rather than leaving the applicant in a bind in obtaining or signing off permits, while ensuring development complies with building codes and City standards. We understand that the process of complying with the various codes, standards, regulations and laws can be a formidable and daunting undertaking—for even the most seasoned design or construction professional. Furthermore, an understanding of the complexity associated with processing private development applications and the sometimes-competing interests is essential to exceptional customer service. Competing interests include, but are not limited to, creating a sense of place, achieving economic development objectives, ease of maintenance, and assuring the City will be as satisfied with the infrastructure on day one as 20 years from "day one." Common sense decision making and technical analysis in interpreting the intent of regulatory guidelines are significant strengths Willdan staff brings to the City.

LITIGATION

In the normal course of our business, we have normal litigation such as auto and liability; however, none of them materially harm the company's financial condition or impact our work. We do not have contract defaults, planned office closures, impending mergers, bankruptcies or other financial health conditions.

COMPANY PERSONNEL

KEY PERSONNEL

Patrick Johnson is Director of Willdan's Building and Safety Division. As the **Principal-in-Charge**, Patrick is responsible for overseeing all Community Development services company wide as well as providing structural and non-structural plan review. He has attended building & safety and seismic application seminars and has received his Master of Engineering degree, specializing in structures, from California State Polytechnic University. Patrick has served as a forensic engineer responsible for justifying probable causes of structural damage caused by expansive soils. He has also provided Building Official Services to a number of jurisdictions throughout California.

Brian Gumpert will continue to serve as Building Official for the City. His leadership experience and extensive knowledge of the City's processes and procedures will ensure that the management of the department will continue to flow without interruption or any delays in service to the community.

LEAD PERSONNEL

We recognize that the City's departmental workload fluctuates. Willdan hires professionals in three categories – full-time, modified full-time, and part-time. Part-time staff may work up to 40 hours per week. **All services will be provided from our San Bernardino office, with additional resources employed company-wide as necessary.** No subconsultants will be utilized for these services. Individual résumés are located in the Appendix herein.

Name/Title	Registrations/Certifications	Service Provided
Patrick Johnson, PE, CBO *Director/Project Manager* 909.963.0565	▪ Civil Engineer, California No. CE#67960 ▪ Civil Engineer, Arizona No. 50435 ▪ Civil Engineer, Colorado No. 43704 ▪ ICC Plans Examiner ▪ ICC Building Inspector ▪ ICC Building Official	**Director of Building & Safety Project Management**
Brian Gumpert, CBO *Building Official* 909.665.0567	▪ ICC Building Official ▪ ICC Building Official ▪ ICC Building Plans Examiner ▪ ICC Building Inspector ▪ ICC Plans Examiner ▪ ICC Code Specialist ▪ ICC Commercial Plumbing Inspector ▪ ICC Residential Plumbing Inspector	**Building Official Services**

Name/Title	Registrations/Certifications	Service Provided
Stefan Chiose, PE *Supervising Plan Check Engineer* 714.213.9888	▪ Professional Engineer, California #82816 ▪ ICC Certified Plans Examiner ▪ ICC Certified Fire Sprinkler Plan Examiner	**Building Plan Review:** Structural design and analysis, commercial, accessibility, and residential plan checking, structural calculation review, exceptional customer service, and building and municipal code enforcement.
Ted Beckwith, PE, SE *Plan Check Engineer* 951.314.2424	▪ Registered Structural and Civil Engineer ▪ ICC Certified Building Official ▪ ICBO and ICC Certified Plans Examiner	**Building Plan Review:** Structural, architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety.
Daren Raskin, PE, CBO *Deputy Director/Plan Check Engineer* 909.963.0552	▪ California Professional Engineer, CE#57577 ▪ ICC Plans Examiner ▪ ICC Building Official	**Building Plan Review:** Structural, architectural, plumbing, mechanical, electrical, energy, green building, accessibility, residential, and commercial.
Aaron Cowen, PE *Plan Check Engineer* 909.963.1932	▪ California Professional Engineer, CE#58878 ▪ ICC Plans Examiner	**Building plan review:** Structural design and analysis, commercial, accessibility, and residential plan checking, structural calculation review..
Dominick Taliulu, EIT *Plans Examiner* 909.453.4613	▪ ICC Plans Examiner ▪ EIT Certification	**Building Plan Review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety.
Ryan Miller, EIT *Plans Examiner* 909.494.1101	▪ EIT Certification	**Building Plan Review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety.
Ehab Barakat *Plans Examiner* 909.963.0592	▪ ICC Plans Examiner ▪ ICC Building Inspector	**Building Plan Review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety.
Danny Crawford, CASp, CBO *Plans Examiner, CASp Specialist* 909.332.0774	▪ CASp-#276 ▪ ICC Plans Examiner ▪ ICC Commercial Building Inspector ▪ ICC Residential Building Inspector ▪ ICC Residential Electrical Inspector ▪ Safety Assessment Program	**Building Plan Review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety.
Chris Stone, PE *Civil Plan Check Engineer* 702.280.2381	▪ Civil Engineer, Nevada No. 12379 ▪ Civil Engineer, Arizona, No. 55200 ▪ Certified Floodplain Manager, Association of State Floodplain Managers No. US-16-08884	**Civil Plan Review:** Water Quality Management Plans, SWPPP's, Erosion Control Plans, Grading, Drainage & Utility Plans, Street Improvements, Storm Drainage Plans, Hydrology & Hydraulics, Sewer Studies
Ken Krieger *Civil Plans Examiner/Sr Designer* 657.223.8616	▪ Certificate, Drafting, Golden West College, Huntington Beach, CA	**Civil Plan Review:** Grading, Drainage & Utility Plans, Street Improvements, Storm Drainage Plans, Hydrology & Hydraulics, Sewer Studies

Name/Title	Registrations/Certifications	Service Provided
John Hidalgo, RLA *Principal Project Manager* 562.364.8505	▪ Landscape Architect, California No. 3551 ▪ Landscape Architect, Nevada, No. 788 ▪ Licensed Contractor, California C-27 No. 713613	**Landscape Plan Review**
Bryan Nguyen, RLA *Sr Landscape Architect* 562.368.4849	▪ Landscape Architect, California No. 4967 ▪ Landscape Architect, Nevada No. 757 ▪ Landscape Architect, Arizona No. 75520	**Landscape Plan Review**
Richard Lawson *Building Inspector* 909.800.9735	▪ ICC Plans Examiner ▪ ICC Building Inspector	**Building Inspector:** Residential, commercial, and industrial plan review, inspections, and building code requirements.
Jim Schooley *Building Inspector* 909.725.2640	▪ UBC Combination Dwelling Inspector	**Building Inspector:** Residential, commercial, and industrial plan review, inspections, and building code requirements.
Joe Putrino *Landscape Inspector* 760.413.1702	▪ ICC Certified Building Inspector ▪ ICC Certified Plumbing Inspector ▪ ICC Certified Mechanical Inspector	**Landscape Inspector**
Mohammad Samiee, PE *Public Works Inspector* 909.522.7067	▪ Civil Engineer, California No. CE#46172	**Public Works Inspector:** Grading, erosion control, on-site and off-site improvements.
Cris Valenzuela *Public Works Inspector* 323.715.2339	▪	**Public Works Inspector:** Grading, erosion control, on-site and off-site improvements.
Keith Sartin *Code Enforcement Officer* 951.337.6461	▪ PC 832 Certification ▪ HCD Manufactured Housing Dealers Certificate 2015 ▪ HCD Manufactured Salesperson License 2015 ▪ HAZMAT first responder CAL- OSHA 2011 ▪ ICC Property Maintenance & Housing Inspector 2015	**Code Enforcement:** Field inspections enforcing municipal code provisions such as animal regulations, nuisance provisions, business license requirements, building without permits.
Jen Gonzalez *Permit Technician* 760.567.7517	▪ ICC Permit Technician	**Permit Technician:** Commercial, industrial, residential, building department counter coverage, answer phone calls, respond to inquiries, issue permits.
Leslee Starling *Permit Technician* 619.861.2757	▪ ICC Permit Technician (renewal pending)	**Permit Technician:** Commercial, industrial, residential, building department counter coverage, answer phone calls, respond to inquiries, issue permits.

DISCLOSURE

Willdan has no past or current business nor personal relationships with any current Banning elected official, appointed official, City employee, or family member of any current Banning elected official, appointed official, or City employee.

EXPERIENCE AND REFERENCES

CITY OF BANNING EXPERIENCE

Willdan's professional relationship with the City of Banning spans almost two decades. From building plan review and inspection to full building and safety services as delineated in this RFP, our knowledge of the City's procedures is unequaled.

Beginning in 2019, we have been providing plan review and inspection services for the highly anticipated Atwell master planned community. The Atwell community consists of five neighborhoods including over 4,500 units consisting of single family and multifamily dwellings, commercial sites, school sites, trails and parks, multiple swimming pools, amphitheaters, recreation centers, picnic/barbeque areas, and additional amenities.

ADDITIONAL EXPERIENCE

The table below is a comprehensive list of all California active clients Willdan is providing Building & Safety services within the last twelve (12) months.

BUILDING AND SAFETY SERVICES						
CLIENT	Building Official	Building Plan Review	Building Inspection	Permit Technician	CASp	Code Enforcement
CITY OF BAKERSFIELD		▪				▪
CIT OF BALDWIN PARK				▪		
CITY OF BANNING	▪	▪	▪	▪	▪	
CITY OF BEAUMONT		▪	▪			▪
CITY OF BELLFLOWER	▪	▪	▪	▪	▪	
CITY OF BIG BEAR LAKE	▪	▪	▪	▪	▪	
CITY OF BUELLTON		▪				
CITY OF BURBANK			▪			
CITY OF CARLSBAD		▪				
CITY OF COLTON	▪	▪	▪	▪	▪	
CITY OF CUDAHY		▪	▪		▪	
CITY OF DANA POINT	▪					
CITY OF DESERT HOT SPRINGS		▪	▪			
CITY OF DIAMOND BAR				▪		
CITY OF DINUBA			▪			
CITY OF DOWNEY		▪				
CITY OF EASTVALE		▪	▪		▪	
CITY OF EL SEGUNDO		▪	▪			

BUILDING AND SAFETY SERVICES						
CLIENT	Building Official	Building Plan Review	Building Inspection	Permit Technician	CASp	Code Enforcement
CITY OF FONTANA		▪	▪		▪	
CITY OF FOWLER		▪	▪		▪	
CITY OF FULLERTON		▪				
CITY OF GARDEN GROVE			▪			▪
CITY OF GLENDORA			▪			
CITY OF GOLETA	▪	▪	▪	▪	▪	
CITY OF GRAND TERRACE		▪	▪	▪	▪	
CITY OF HEMET		▪	▪	▪	▪	
CITY OF HERMOSA BEACH	▪	▪	▪	▪	▪	
CITY OF INDIAN WELLS		▪	▪	▪		
CITY OF LA PUENTE	▪	▪	▪	▪		
CITY OF LOMA LINDA	▪	▪	▪	▪	▪	
CITY OF LONG BEACH		▪	▪			
CITY OF MONTCLAIR		▪				
CITY OF MORENO VALLEY		▪	▪	▪		▪
CITY OF NEEDLES	▪	▪				
CITY OF NORCO		▪	▪			▪
CITY OF OJAI	▪	▪	▪			▪
CITY OF ONTARIO		▪	▪	▪		
CITY OF ORANGE		▪				
CITY OF ORANGE COVE			▪			

BUILDING AND SAFETY SERVICES						
CLIENT	Building Official	Building Plan Review	Building Inspection	Permit Technician	CASp	Code Enforcement
CITY OF PALM DESERT		▪	▪			
CITY OF PARLIER		▪	▪			
CITY OF PICO RIVERA			▪			
CITY OF POMONA		▪	▪			
CITY OF RANCHO CORDOVA	▪	▪	▪			
CITY OF RANCHO CUCAMONGA		▪				▪
CITY OF RANCHO MIRAGE		▪	▪			
CITY OF REDLANDS		▪				▪
CITY OF RICHMOND		▪				
CITY OF RIDGECREST		▪	▪			
CITY OF RIO VISTA		▪	▪			
CITY OF ROLLING HILLS		▪	▪	▪		
CITY OF ROLLING HILLS ESTATES		▪	▪	▪		
CITY OF SALINAS		▪				
CITY OF SAN BERNARDINO		▪	▪	▪	▪	▪
CITY OF SANTA ANA		▪	▪			
CITY OF SANTA MONICA		▪	▪			
CITY OF SELMA			▪			
CITY OF SIERRA MADRE	▪	▪	▪			
CITY OF SOLVANG	▪	▪	▪			

BUILDING AND SAFETY SERVICES						
CLIENT	Building Official	Building Plan Review	Building Inspection	Permit Technician	CASp	Code Enforcement
CITY OF THOUSAND OAKS		▪				
CITY OF TULARE		▪	▪			
CITY OF TUSTIN		▪				
CITY OF UPLAND				▪		
COUNTY OF GLENN		▪				
COUNTY OF INYO		▪				
COUNTY OF LASSEN		▪				
COUNTY OF LOS ANGELES		▪	▪			
COUNTY OF PLACER		▪				
COUNTY OF RIVERSIDE		▪	▪			
COUNTY OF SAN BERNARDINO		▪	▪			
COUNTY OF SANTA BARBARA		▪				
CSU – VARIOUS CAMPUSES		▪	▪			
UC – VARIOUS CAMPUSES		▪	▪			
JURUPA VALLEY			▪	▪		
MADERA COUNTY		▪	▪			
MARCH JOINT POWERS AUTHORITY	▪	▪	▪			▪
MORONGO BAND OF MISSION INDIANS	▪	▪	▪			
TOWN OF SAN ANSELMO	▪	▪				

BUILDING AND SAFETY SERVICES						
CLIENT	Building Official	Building Plan Review	Building Inspection	Permit Technician	CASp	Code Enforcement
TOWN OF MAMMOTH LAKES		▪				
CHICKEN RANCH RANCHERIA OF ME-WUK INDIAN		▪	▪			
SIERRA COUNTY		▪				
SOBOBA TRIBE		▪	▪			
29 PALMS BAND OF MISSION INDIANS		▪	▪			

REFERENCES

Client	Contact	Dates	Service Provided
City of Beaumont 550 E Sixth St Beaumont, CA 92223	**Sara Retmier** Building Official 951.769.8517 sretmier@beaumontca.gov	2011 – Present	▪ Inspection ▪ Plan Review ▪ Code Enforcement
City of Highland 27215 Baseline Ave Highland, CA 92346	**Matt Wirz** Building Official 909.864.6861 mwirz@cityofhighland.org	1994 – Present	▪ Building Plan Check ▪ Inspection ▪ Permit Technician ▪ CASp
City of Ontario 303 East B St Ontario, CA 91764	**James Caro** Building Official 909.395.2000 jcaro@ontarioca.gov	2021 – Present	▪ Building Plan Check ▪ Inspection ▪ Permit Technician ▪ CASp
City of Loma Linda 25541 Barton Rd Loma Linda, CA 92354	**T. Jarb Thaipejr** City Manager 909.799.2810 JThaipejr@lomalinda-ca.gov	1980 – Present	▪ Building Official ▪ Building Plan Check ▪ Inspection ▪ Permit Technician ▪ CASp
City of Moreno Valley 14177 Frederick, Moreno Valley, CA 92552	**James Verdugo** Building & Safety Manager 951.413.3359 jamesv@moval.org	1995 – Present	▪ Building Plan Check ▪ Inspection ▪ Permit Technician ▪ Archival Technician ▪ CASp ▪ Code Enforcement
City of Indian Wells 44950 El Dorado Indian Wells, CA 92210	**Wes Remaklus** Building Official 760.776.0230 wremaklus@indianwells.com	2015 – Present	▪ Building Plan Check ▪ Inspection

PRICE PROPOSAL

Willdan will provide plan review services based on the hourly rates shown below. Expedited plan review will be billed at 1.35x our hourly rate. Over-time inspections will be billed at 1.5x our hourly rate. Mileage for inspections will be billed at the current IRS Standard Mileage Rate.

SERVICE PROVIDED	HOURLY RATE
Building Official	$155
Plan Check Engineer/Architect	$145
ICC Certified Plans Examiner	$130
CASp Services	$135
Civil Plan Review	$145
Landscape Plan Review	$145
Sr. Building Inspector	$110
Building Inspector	$100
Sr. Grading Inspector	$147
Grading Inspector	$135
Grading Inspector – Prevailing Wage	$164*
Landscape Inspection	$115
Code Enforcement Officer	$ 90
Sr. Permit Technician	$ 85
Permit Technician	$ 75

Rates will not increase through June 30, 2026. If the Agreement is extended beyond June 30, 2026, Willdan may reserve the right to increase rates once per year to the value between the 12-month % change of the Consumer Price Index for the area and five percent.

* *For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.*

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Arturo Vela, Interim City Manager**

PREPARED BY: **Holly Stuart, Public Works Program Manager**

MEETING DATE: **December 9, 2025**

SUBJECT: **Consideration for Resolution 2025-172, Awarding an Agreement for Homeless Encampment Clean Up, Illegal Dumping Abatement and Graffiti Removal Services to Clean Harbor Environmental Services in the Amount of $150,000 per Year and Rejecting All Other Bids**

RECOMMENDATION:

Adopt Resolution 2025-172.

BACKGROUND:

The City continues to experience an increase in public health and safety concerns associated with unauthorized homeless encampments, illegal dumping of solid and hazardous waste, and widespread graffiti vandalism. These activities contribute to environmental degradation, obstruct public access to rights-of-way, and create visual blight that negatively impacts community well-being and economic development.

To address these ongoing concerns, the City issued Request for Proposals (RFP) No. 25-103, “Homeless Encampment Cleanup, Illegal Dumping Abatement and Graffiti Removal Services” through the OpenGov ProcureNow system.

The scope of work includes:

1. Homeless Encampment and Illegal Dumping Cleanup – Removal of waste, debris and hazardous materials from encampment sites and illegal dumping locations.
2. Graffiti Removal – Timely abatement of graffiti on public infrastructure and facilities.
3. Coordination with Code Enforcement Officers – Ensuring alignment with City enforcement efforts and compliance with legal protocols.
4. Safety and Training – Adherence to OSHA standards and implementation of safety protocols for field crews.

The RFP was advertised in the local newspaper and officially released through ProcureNow on August 7, 2025. In response, the City received 6 proposals by the submission deadline of September 15, 2025 as summarized below:

Consultant	Score
1) Clean Harbors Environmental Services	90.33
2) Patriot Environmental Services	83.67
3) United Pumping Services, Inc.	82.67
4) West SWPPP Services	71.00

5) D&B Property Maintenance LLC 69.33
6) RC Maintenance Holdings LLC 64.33

JUSTIFICATION:

Following a thorough evaluation of submitted proposals, staff recommends awarding a Professional Services Agreement in the amount of $150,000 to Clean Harbors Environmental Services, a firm with extensive experience in environmental remediation, hazardous waste removal, and municipal cleanup operations.

Clean Harbors demonstrated a strong understanding of the City's needs, offering a comprehensive approach that includes rapid response capabilities, trained personnel, and environmentally responsible disposal practices.

FISCAL IMPACT:

The Professional Services Agreement in the amount of $150,000 per year will be funded through Code Enforcement, General Fund. An appropriation to Account 001-2740-442.23-08 in the amount of $150,000 from the General Fund is required for fiscal year 2025.

ALTERNATIVES:

Do not approve Resolution 2025-172 and provide alternative direction to staff.

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2025-172.docx
2. Proposal_Clean Harbors.pdf
3. C01231 Clean Harbor Environmental Service Inc - Homeless Encampment Clean Up.docx

RESOLUTION 2025-172

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT TO CLEAN HARBORS ENVIRONMENTAL SERVICES FOR HOMELESS ENCAMPMENT CLEAN UP, ILLEGAL DUMPING ABATEMENT AND GRAFFITI REMOVAL SERVICES IN THE AMOUNT OF $150,000 AND REJECTING ALL OTHER BIDS

WHEREAS, the City continues to experience an increase in public health and safety concerns associated with unauthorized homeless encampments, illegal dumping of solid and hazardous waste, and graffiti vandalism; and

WHEREAS, these activities contribute to environmental degradation, obstruct public access to rights-of-way, and create visual blight that negatively impacts community well-being and economic development; and

WHEREAS, to address these concerns, the City issued Request for Proposals (RFP) No. 25-103, "Homeless Encampment Cleanup, Illegal Dumping Abatement and Graffiti Removal Services" through the OpenGov ProcureNow system on August 7, 2025; and

WHEREAS, six proposals were received by the submission deadline of September 15, 2025 and after a comprehensive evaluation of qualifications, methodology, experience and pricing, Clean Harbors Environmental Services was determined to provide the best overall value and alignment with the City's objectives; and

WHEREAS, the Professional Services Agreement in the amount of $150,000 will be funded through Code Enforcement, General Fund, and appropriation to Account 001-2740-442.23-08 in the amount of $150,000 is required.

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 Clean Harbor Environmental Services for Homeless Encampment Clean Up, Illegal Dumping Abatement and Graffiti Removal Services for a 3-year term in an amount of $150,000 per year and subsequent amendments to extend the Agreement for up to two additional single year terms upon satisfactory performance, with a total not-to-exceed amount of $750,000 over five (5) years.

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 Clean Habor Environmental Services 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 9th day of December, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon
Acting Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-172, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of December, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon,
Acting Administrative City Clerk,
City of Banning, California

EXHIBIT A
Agreement

COVER LETTER

CITY OF BANNING
San Gorgonio Pass,
California 92220

Re: RFP- HOMELESS ENCAMPMENT CLEAN UP, ILLEGAL DUMPING ABATEMENT AND GRAFFITI REMOVAL SERVICES #RFP 25-103

Attention: Barbara Mason

Clean Harbors is North America's leading provider of environmental and industrial services, specializing in hazardous and non-hazardous waste management, emergency response, industrial cleaning, decontamination, and recycling services. With over four decades of operational excellence, we have the infrastructure, personnel, and experience required to meet the City of Banning's public safety and sanitation goals.

We are uniquely qualified for this scope of work due to our experience in:

- Unattended waste and encampment site remediation
- Biohazard cleanup and needle/sharps removal
- Illegal dumping and debris abatement
- Graffiti removal using environmentally compliant techniques
- Rapid, coordinated emergency response

Key Strengths Aligned with the Scope of Work:

- Safety & Compliance - All work is executed under strict environmental and safety protocols.
- Dedicated Single Point of Contact (SPOC) - We ensure consistent communication through a named project manager.
- Integrated Service Delivery - Our end-to-end capabilities in transportation, treatment, and disposal eliminate third-party risk and delays.
- Operational Resilience - Our extensive equipment fleet and service network enable rapid mobilization and scalable support.
- Sustainability Leadership - We maintain environmentally responsible disposal and abatement practices.
- Financial and Regulatory Stability - Clean Harbors is fully insured and financially sound to support long-term municipal partnerships.

Commitment to Response Time:

We understand the importance of timely service in responding to encampments, illegal dumping, and

graffiti. Clean Harbors is committed to mobilizing within 72 hours of notification, in accordance with the requirements of this solicitation.

Contact for Proposal Inquiries:
For all correspondence or questions regarding this proposal, please contact:

Name	Kendrick Harrison
Title	Government Accounts Specialist
Address	42 Longwater Drive, Norwell, MA- 02061.
Phone	(312) 550 2820
Email	kendrick.harrison@safety kleen.com

We appreciate the opportunity to respond to this RFP and to support the City of Banning's commitment to public health, safety, and environmental stewardship. We welcome the chance to present our qualifications in further detail and look forward to the possibility of working together.

CAPABILITY STATEMENT

Clean Harbors Environmental Services, Inc.
SAM UEI: MBMCF42D4CF7
CAGE Code: 1NFA4
DUNS: 03-932-2250
GSA Contract #47QRAA22D00A8
NAICS 562211 (Primary), 562112, 562910
www.cleanharbors.com

Safety-Kleen Systems, Inc.
SAM EUI: PMW5K97W55P7
CAGE Code: 1NLB2
DUNS: 05-397-6551
GSA Contract 47QSMS24D0024
NAICS 562112 (Primary), 562211,
www.safety-kleen.com

ABOUT US

Clean Harbors is North America's leading provider of environmental and industrial services. Our customer base spans all levels of government, numerous departments and agencies, and multiple industries. More than 300,000 customers rely on Clean Harbors to deliver a broad range of services such as end-to-end hazardous waste management, remediation, PFAS life cycle management, emergency spill response, industrial cleaning and maintenance, tank cleaning, and recycling services. Through its Safety-Kleen subsidiary, Clean Harbors also is North America's largest re-refiner and recycler of used oil and a leading provider of parts washers and environmental services to commercial, industrial, and automotive customers. Founded in 1980 and based in Massachusetts, Clean Harbors operates throughout the United States, Canada, Mexico, and Puerto Rico in more than 400 service locations. Clean Harbors, Inc. is the immediate owner of Clean Harbors Environmental Services, Inc. and Safety-Kleen Systems, Inc

CORE COMPETENCIES

- Technical Services – Waste Management, Remediation and Filtration, Recycling, Chemical Packing, Household Hazardous Waste, InSite Services®, Online Services, Healthcare Services, Treatment and Disposal Technologies
- Industrial and Field Services – Emergency Response, Field Services, Industrial and Specialty Services, Tank Cleaning, Remediation and Filtration, Daylighting, Production Services, Directional Boring, and Insite Services®
- Safety-Kleen Environmental – Parts Washers & Cleaning Technologies, Oil Solutions & Products, Shop and Vehicle Products, Waste Management, Vacuum Services, and Emergency Response
- Oil, Gas, and Lodging Services – Lodging Services, Seismic Services, Surface Rentals, and Additional Services

DIFFERENTIATORS

- Largest hazardous waste management company & largest collector, recycler, and re-refiner of used oil
- Leading provider of comprehensive environmental, energy and industrial services
- Own and operate over 70% of incineration capacity in North America with 9 incinerators at 5 incineration facilities
- Broad asset Infrastructure – 11 Landfill Sites, 18 Treatment and Disposal Facilities, 7 Solvent Recycling Facilities, 8 Oil Accumulation Centers, 6 Re-refineries, and more than 100 recycling and disposal facilities

POINT OF CONTACT

Kendrick Harrison
Government Business Development Manager
Kendrick.harrison@safety-kleen.com
312-550-2820

CORPORATE DATA

Corporate Headquarters
42 Longwater Drive
Norwell MA 02061
800-323-5040

PAST PERFORMANCE - Government

- Executive Branch
- Department of Agriculture
- Department of Commerce
- Department of Defense
- Department of Energy
- Department of Health and Human Services
- Department of Homeland Security
- Department of Housing and Urban Development
- Department of the Interior
- Department of Justice
- Department of Labor
- Department of State
- Department of Transportation
- Department of Veterans Affairs
- Legislative and Judicial Branches
- State, Local, & Education

The City of Banning

HOMELESS ENCAMPMENT CLEAN UP, ILLEGAL DUMPING ABATEMENT AND GRAFFITI REMOVAL SERVICES

Due – September'15, 2025

Clean Harbors Environmental Services, Inc.
42 Longwater Drive
Norwell, MA- 02061.

City of Banning
San Gorgonio Pass,
California 92220

STATEMENT OF UNDERSTANDING AND APPROACH

Understanding of Services

Clean Harbors Environmental Services, Inc. fully understands the critical nature and sensitivity of the services outlined in this RFP. The City of Banning seeks a reliable, experienced contractor to provide comprehensive support for the removal and cleanup of homeless encampments, abatement of illegal dumping, and removal of graffiti, in order to ensure public health, safety, and environmental quality throughout the city.

These services often take place in high-impact or sensitive areas, such as under bridges, near highways, in open spaces, or on private properties and may involve hazardous waste, biohazards, and engagement with vulnerable populations. Clean Harbors brings unmatched expertise, trained personnel, and the necessary infrastructure to safely and effectively deliver on all required aspects of this scope, while being responsive, respectful, and compliant with all applicable regulations.

Clean Harbor's Service Approach.

Clean Harbors provides homeless encampment waste abatement services across US and Canada. These services include disinfection, confined space entry, trash and hazardous waste clean-up, transportation and disposal. Our crews have been working in conjunction with Sanitation personnel to conduct homeless encampment clean-up services.

Outlined below is a generic outline of Clean Harbors' Homeless Encampment Sanitation and Abatement Procedures. These would be customized to meet the City's specific requirements upon contract award.

A. Initial Preparation

1. City personnel will post signs notifying transients that the area is scheduled for cleaning, and all personal property must be removed.

a) This typically occurs at least 72 hours in advance of the sanitation and/or abatement.

b) For safety reasons, the Local Police/Sheriff should be present whenever Clean Harbors' and/or City staff are at an active encampment site.

2. Clean Harbors is notified of the project and will perform a site visit if necessary.

a) Usually confined space projects and large sites require a job walk. Smaller sites can often be assessed through e-mails and photographs.

b) Based on information gathered, Clean Harbors will provide the City an estimate of the costs and resources needed to complete the work.

c) A mutually agreeable date and time to provide the abatement services is established between Clean Harbors and the City.

B. Onsite Preparation

1. On the day of the sanitation and/or abatement services, the City, Clean Harbors and the Local Police or Sheriff's Department will meet onsite to review the job scope and work plan.
   a) Clean Harbors starts each day with a safety meeting and review of the site hazards.
   b) We will assess the site and complete a Job Hazard Analysis (JHA) in accordance with Clean Harbors' policies and procedures.
   c) A copy of the JHA is kept onsite with the Supervisor/ Foreman, along with a copy of the Safety Data Sheet (SDS) for all chemicals to be used.
   d) All project staff sign the JHA each day before commencing onsite work.

C. Personnel will be notified of the personal protective equipment (PPE) requirements, which usually consists of a modified level D when there is no confined space.

   a) The modified level D requires all personnel to wear the following:
      - Work Uniform (long sleeve, long pants)
      - Steel Toe Boots
      - Rubber covers for boots
      - Level D PPE (Tyvek, Gloves, Safety Glasses)
      - Safety Vests
      - Hard Hats

3. Local police, City and the Clean Harbors representative will walk through the job site to ensure all transients have vacated. Clean Harbors will take "before" photos of the site.
4. City personnel will identify, tag, log and photograph any abandoned personal property present at the job site.

a) Clean Harbors' staff will bag and transport the abandoned personal property, which has been identified and logged by the City, to the City's designated storage location.

b) When Clean Harbors' personnel discover potential abandoned personal property while performing the sanitation and/or abatement services, our staff will immediately notify their Foreman; who will then relay the information to the City.

D. Encampment Sanitation and/or Abatement

1. Clean Harbors will establish a hot zone staging area for solid and hazardous wastes.
   a) A break area is established separate from the work area.
   b) Personnel will decontaminate each time they leave the hot zone, which includes:
      - Removing Tyvek
      - Washing hands
      - Using sodium hypochlorite / water solution to disinfect boots

2. As the solid waste is bagged, Clean Harbors' personnel will disinfect each bag with a sodium hypochlorite / water solution.
   a) Only properly trained and certified personnel will apply the solution, as required by the California Department of Pesticide Regulation.
   b) Once disinfected, the bags are placed in the roll-off dumpster.
   c) Hazardous waste (e.g., needles, biohazards, aerosols, propane cylinders, etc.) is sorted and properly packaged for transportation and disposal.

3. Clean Harbors will prepare profiles for each hazardous waste stream generated during the abatement.
   a) Once approved, the driver will prepare a manifest that will be signed by City.
   b) The waste will be transported to the Clean Harbors' designated disposal facility.

4. Solid waste / refuse generated during the abatement will be transported to a local non-hazardous waste landfill using a bill of lading.

5. If the encampment site is concrete:
   a) The area will be disinfected with a sodium hypochlorite / water solution.
   b) Our work plan will include measures to control, contain, capture and dispose of any remaining wash water generated during the sanitizing process; ensuring no waste will be allowed to enter the storm drain system.

6. Upon completion of the sanitation and/or abatement, "after" photos of the site will be taken by Clean Harbors.

E. Final Documentation and Invoicing

1. At the end of each day, the Clean Harbors' Foreman will document all equipment, personnel and supplies on a daily worksheet.
   a) The worksheet is signed by City on-site personnel.
   b) One copy is provided to City personnel at the job site, and the other is electronically uploaded into the Clean Harbors' portal.
2. Upon completion of the project, an invoice will be sent to the City.
   a) The invoice packet will include the following:
      - Detailed itemized invoice
      - Completed and signed daily worksheet
      - Manifests/bills of lading for all waste generated and disposed, when applicable

- Weight tickets from the landfill, when applicable
- Job site before-and-after photographs

Clean Harbors provides most hazardous waste transportation services using our own organization, employees and resources. We transport thousands of tons of wastes over millions of miles each year. Clean Harbors has all required licenses, permits and registrations to handle, package, transport, treat, recycle and dispose of hazardous materials and wastes throughout the United States and Canada.

Our fleet of over 10,000 licensed transportation vehicles is critical to providing turnkey environmental management services to our clients. These include, but are not limited to: box trucks, vacuum trucks, tractors, van trailers, dump trailers, roll off containers, rubber-lined tankers, sludge boxes, explosion-proof mixing tanks, and vacuum containers.

All Clean Harbors' vehicles utilized for transporting waste are maintained in good operating condition, meet all US EPA and DOT requirements, and have all inspection stickers, permits and licenses as required by local, state and federal regulatory authorities for the transportation of hazardous materials.

In addition, Clean Harbors has developed and implemented a hazardous materials transportation security plan that meets the requirements of 49 CFR 172.800(b), in accordance with HM-232. Upon request from the City, Clean Harbors will provide a list and/or copies of our transporter permits/licenses applicable to this contract.

Branch address and contact details that will provide services

Clean Harbors Highland
7979 Palm Ave
Highland, CA 92346

Clean Harbors Environmental Services, Inc. is committed to delivering safe, efficient, and respectful services to meet the City of Banning's goals in addressing homelessness, illegal dumping, and graffiti. We look forward to the opportunity to partner with the City in improving public health, safety, and community aesthetics.

B. Company Information

Founded in 1980 and headquartered in Norwell, Massachusetts, Clean Harbors Environmental Services, Inc. is widely recognized as North America's leading provider of environmental and industrial services. With more than four decades of experience, Clean Harbors has built a reputation for operational excellence, regulatory compliance, and customer-focused solutions across a broad spectrum of industries and government sectors.

The Company serves a diverse and expansive customer base, including federal, state, and local government agencies, as well as private-sector clients across key industries such as chemical manufacturing, automotive, energy, utilities, transportation, and industrial production. Clean Harbors is proud to support a significant number of Fortune 500 companies, providing essential environmental services that help maintain compliance, protect public health, and ensure environmental sustainability.

The Core Values That Make Us Great

Clean Harbors specializes in:

- Hazardous waste management
- Emergency spill response
- Environmental remediation
- Recycling and re-refining services
- Industrial cleaning and maintenance
- Laboratory chemical packing (CleanPack®)
- Used oil collection, processing, and re-refining through our Safety-Kleen subsidiary
- Homeless encampment abatement and site restoration
- Illegal dumping cleanups
- Graffiti removal services

Through its subsidiary Safety-Kleen, Clean Harbors is also the continent's largest re-refiner and recycler of used oil and a leading provider of environmental solutions for the automotive and industrial sectors.

Clean Harbors operates an extensive network across the United States, Canada, Mexico, and Puerto Rico, ensuring localized service delivery backed by national expertise and resources.

Core Strengths

- **Proven Performance:** Trusted by federal and state agencies, utilities, and private industry leaders
- **Rapid Response:** Nationwide network enables 24/7/365 emergency response
- **Technical Expertise:** Extensive experience with hazardous materials, waste classification, DOT/EPA compliance
- **Sustainability Leadership:** Focus on resource recovery, emissions reduction, and circular economy practices
- **Scale and Redundancy:** Over 100 permitted facilities and a large fleet of specialized equipment and vehicles

1. **Company Contact Information**
   Main Office:
   Clean Harbors Environmental Services, Inc.
   42 Longwater Drive
   Norwell, MA 02061
   Federal Tax ID: 04-2698999
   Website: www.cleanharbors.com

- **Primary Contact Person for this Proposal:**
  Name: Kendrick Harrison
  Title: Government Account Specialist
  Email: kendrick.harrison@safety-kleen.com
  Phone: 3125502820

Clean Harbors maintains a network of over 400 service locations throughout North America, including more than 100 waste management facilities.

2. Organizational Structure

Clean Harbors Environmental Services, Inc. is a **corporation**, incorporated in the State of Massachusetts. It is a wholly owned subsidiary of Clean Harbors, Inc. (NYSE: CLH), a publicly traded company.

3. Supplemental Information Pertinent to the Selection Process

Founded in 1980, Clean Harbors is North America's leading provider of environmental, energy, and industrial services. We offer comprehensive hazardous waste management, field services, emergency spill response, industrial cleaning, and technical services. With more than 20,000 employees, our company services a diverse customer base in various industries, including government, utilities, chemical manufacturing, and energy.

Clean Harbors is committed to safety, compliance, and sustainability, with an impeccable record of environmental stewardship. We are ISO 14001 and ISO 45001 certified and have received numerous safety and operational excellence awards from clients and regulatory agencies.

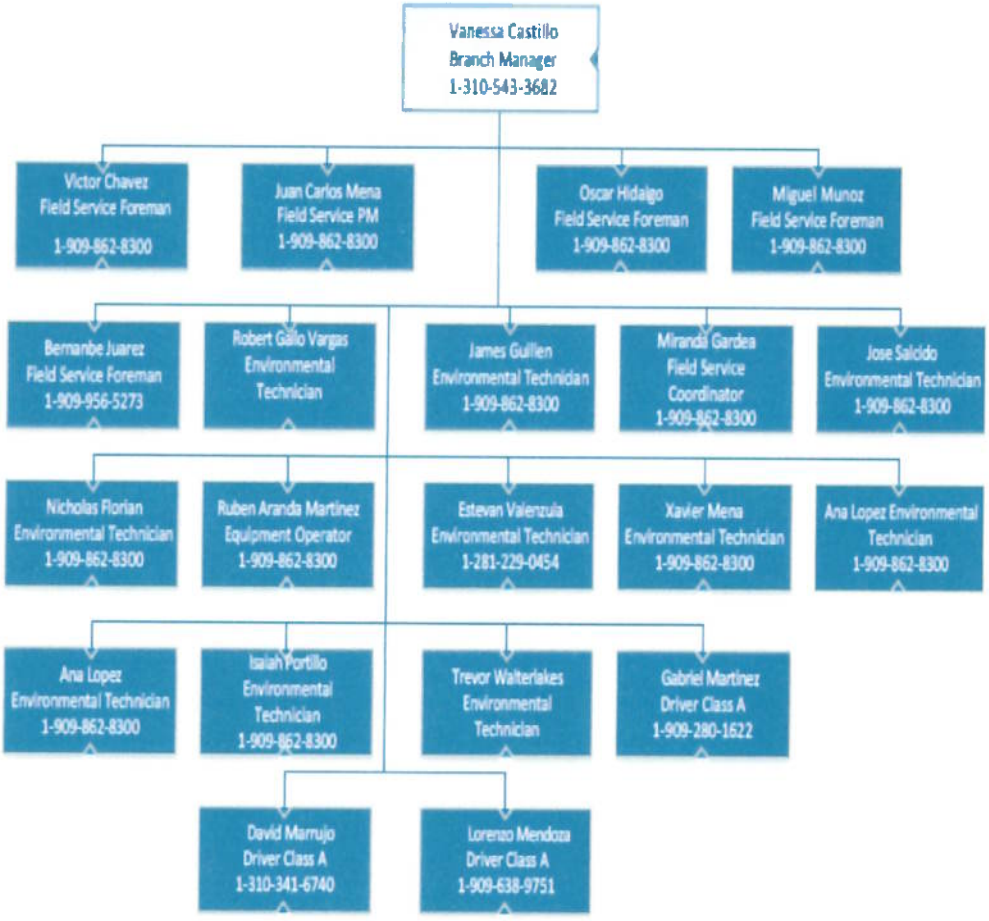
4. Litigation, Mediation, or Arbitration (Last 5 Years)

Clean Harbors Environmental Services, Inc. has been involved in a limited number of legal proceedings that are typical for an organization of our size and industry. None of these proceedings have materially impacted our ability to perform or deliver services similar in scope or nature to those required under this solicitation. A summary of relevant proceedings (if any) is available upon request and may be provided under separate cover to protect confidentiality.

There have been **no findings of fault, disciplinary actions, or regulatory sanctions** against Clean Harbors or any of our key personnel regarding any required licenses, certifications, or performance failures in the past five (5) years. Clean Harbors maintains all necessary federal, state, and local certifications and licenses for hazardous waste management and environmental services.

C. Company Personnel

Clean Harbors Environmental Services, Inc. affirms that the company, as well as all assigned key professional staff, are properly licensed and qualified to perform the required services within the State of California. All personnel assigned to this project will maintain active and valid licenses and certifications, as applicable, throughout the duration of the contract.



www.cleanharbors.com

a.	**Name, Title & Local Company Address:**				
	Vanessa Castillo Field Services Branch Manager Clean Harbors Environmental Services 7979 Palm Ave. Highland, California 92456				
b.	**Corporate Address:**				
	Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061				
c.	**Years Experience – With This Firm:**	18	**With Other Firms:**	1	
d.	**Education: Degree(s) / Specialization & Licenses / Registrations**				
	High School Diploma- Huntington Park High School- Huntington Park, CA Various OTJ Training CPR | First Aid				
e.	**Other Experience and Qualifications:**				
	Mrs. Castillo is an experienced environmental manager with 17 years' experience in the environmental industry. During the past 13 years, she has been involved in numerous projects involving toxic and hazardous materials that have required many different methods of sampling, analysis, classification, transport and disposal. As the Field Service Branch Manager, Mrs. Castillo is responsible for all the Sales and Operational aspects for Field Services within the San Diego County region. These include: developing and maintain business with existing and potential customers' needs; preparing written proposals and quotations; regulatory compliance; managing ongoing contracts, etc. Previously as a Field Service Coordinator for Clean Harbors' service center in Compton, California, Vanessa Castillo's responsibilities included preparing and monitoring emergency response procedures to be activated in the event of accidental exposure. She provided leadership to crews dispatching personnel to job assignments and making sure equipment and paperwork was readily available for job being scheduled. Also, being responsible for inspection, request of service and repair of equipment and material at her branch and ensured proper return of equipment daily. Vanessa as well actively managed drivers on their drivers logs, hours of service and transportation compliance. Mrs. Castillo started with Clean Harbors in 2008 and has since risen through the ranks. Starting as a Field Service Technician, then later transitioning to a Lead Field Technician with our Field Service Compton, California branch. She then transferred for a promotional opportunity becoming a Facility Foreman for our Lab pack group at our Clean Harbors Wilmington, California Plant. Shortly after she went on to become a Field Service Coordinator at our Field Service Compton, California branch receiving another promotion. Proving her worth with Clean Harbors she then finally became our				

	Field Service Branch Manager at our Clean Harbors San Diego, California location. She later then moved into the same role at the Highland Field Service Branch Manager.
f.	**Environmental & Health and Safety Training:**
	40-Hour OSHA HAZWOPER 8-Hour OSHA HAZWOPER Annual Refresher 24-Hour Annual RCRA Training DOT Regulations Training Hazardous Materials Employees Confined Space Entry & Rescue Training Emergency Response Training Blood-borne Pathogens Training Medical Surveillance Program | Quantitative Fit Test

a.	**Name, Title & Local Company Address:**				
	Oscar Hidalgo Field Service Foreman Clean Harbors Environmental Services 7979 Palm Ave Highland, California 92346				
b.	**Corporate Address:**				
	Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061				
c.	**Years Experience – With This Firm:**	11	**With Other Firms:**		
d.	**Education: Degree(s) / Specialization & Licenses / Registrations**				
	▪ Specialized Hazardous Waste Training				
e.	**Other Experience and Qualifications:**				
	The Field Service Foremen reports directly to the Field Service General Manager/Operations Manager, with on-site supervision by the Field Service Supervisor, and is responsible for the supervision of Field Technicians. Ensures that Health and Safety requirements are adhered to and that the work is performed on time and within budget. The essential elements of the position include, but are not limited to; ▪ Maintains up-to-date confined space supervisor and emergency response supervisor certifications.				

	▪ Organizes crews, delegates job responsibilities and verifies that the appropriate equipment is available and on-site to complete the project/job. ▪ Works with the Field Service Coordinator in the allocation of manpower, equipment and other resources needed for the next day. ▪ Communicates with the Field Service Specialist to ensure contractual obligations are met. Prepares and submits project progression status reports and ensures change orders are completed/communicated and executed before any additional work is performed. ▪ coverage for your shift and communicate your replacement's name to the coordinator ▪ Responsible for the accurate completion and submission of daily work sheets for proper billing to customer. ▪ Responsible for quick and immediate response when on call or secure ▪ Responsible for Health and Safety issues on assigned projects/jobs. ▪ Responsible for the training and mentoring of Field Technicians and will also provide input to the Field Service General Manager regarding performance evaluations for individuals to whom this position has direct supervision. ▪ Maintains in good working order and appearance assigned Company vehicle and other equipment that is assigned. ▪ Responsible for the timely reporting of work-related accidents/incidents to supervisors. ▪ Performs other duties and tasks assigned from time to time by management and will be required by the needs of Clean Harbors business, including, but not limited to, running supplies, emergency response clean ups, etc. ▪ Mr. Hidalgo's prior experience includes many forms of environmental projects including homeless encampment cleanups, decontamination, demolition and abatement and, tank and sump cleaning, drum projects and removal, PCB and transformer removal, and emergency response. He has thorough knowledge of federal, state and local regulations including RCRA, TSCA, CERCLA, DOT, DTSC and CA DPR.
f.	**Environmental & Health and Safety Training:**
	• 40-Hour OSHA HAZWOPER • 8-Hour OSHA HAZWOPER Annual Refresher • 24-Hour Annual RCRA Training • Emergency Response Training • Medical Surveillance Program | Quantitative Fit Test • Blood-borne Pathogens Training • Loss Prevention & Control (i.e. Injury & Illness Prevention Training) • DOT Hazardous Materials Regulations Training • 24-Hour RCRA Training • Federal Motor Carrier Regulations / Clean Harbors' Policies and Procedures • Training • Bonding and Grounding • Lockout / Tagout Authorized • Fall Protection / Elevated Work • Aerial Lift Training • Hot Work Training

	• Cold Stress / Heat Stress Training • Hearing Conservation & Safety • Confined Space Rescue • Confined Space Entrant / Attendant • Confined Space Entry Supervisor • Air Monitoring • Excavation and Trenching Competent Person

Name, Title & Local Company Address:				
Juan Carlos Mena Field Services Specialist/ Project Manager Clean Harbors Environmental Services 7979 Palm Ave Highland, CA. 92346				
Corporate Address:				
Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061				
Years Experience – With This Firm:	20	**With Other Firms:**	15	
Education: Degree(s) / Specialization & Licenses / Registrations				
Specialized Hazardous Waste Training Class B Hazmat Endorsement				
Other Experience and Qualifications:				

- As a Project Manager, Mr. Mena is responsible for the direction and administration of all types and sizes of Field Services projects. His duties include the technical direction of site activities, cost control, contract and subcontract administration, health and safety protocols, and site engineering.
- As a Project Manager for Clean Harbors' service center in Highland, California, Mr. Mena's responsibilities include overseeing all phases of Project Management (e.g., sales; estimating; project planning, execution and quality control; regulatory compliance; health and safety; billing and enforcing company policies).
- Mr. Mena is an experienced environmental manager with more than 33 years' experience in the environmental industry. He has managed hundreds of projects involving numerous toxic and hazardous materials that have required many different methods of sampling, analysis, classification, transport and disposal. Mr. Mena has extensive experience managing projects and activities for governmental clients and private industry clients.
- Mr. Mena's prior experience includes many forms of environmental projects including decontamination, demolition and abatement and, tank and sump cleaning, drum projects and removal, PCB and transformer removal, and emergency response. He has thorough knowledge of federal, state and local regulations including RCRA, TSCA, CERCLA, DOT, DTSC and CA DPR.

Project Experience:

- Sothern California Edison Large mineral oil spills (2012-2019)
- City of Los Angeles Watershed spill Response (2005- present)
- California Transportation Spill Response
- Orange County HHW Waste Collection
- Collins Aerospace Riverside (ROHR) Manage Waste onsite
- JPL Mange manage waste onsite

Environmental & Health and Safety Training:

- 40-Hour OSHA HAZWOPER Training
- 8-Hour OSHA HAZWOPER Annual Refresher
- 8-Hour OSHA HAZWOPER Manager/Supervisor Training
- Blood-borne Pathogens Training
- Quantitative Fit Test
- Loss Prevention & Control (i.e. Injury & Illness Prevention Training)
- DOT Hazardous Materials Regulations Training
- 24-Hour RCRA Training
- Federal Motor Carrier Regulations / Clean Harbors' Policies and Procedures Training
- Bonding and Grounding
- Lockout / Tagout Authorized
- Fall Protection / Elevated Work
- Aerial Lift Training
- Hot Work Training
- Cold Stress / Heat Stress Training
- Hearing Conservation & Safety
- Confined Space Rescue
- Confined Space Entrant / Attendant
- Confined Space Entry Supervisor

Crystal Avila

Contact

crystalavila1205@gmail.com
(760)-792-4533
Chino, CA 91710

Experience

Account Manager/Program Manager

Clean Harbors Environmental Services – Highland, CA

February 2022 - Current

- Negotiate and finalize agreements; obtain signed standard service agreements for new account business
- Ensure health and safety is the number one goal by following policies, processes and acting in a safe manner at all times
- Perform job walks to confirm job scope, gather waste inventory, and generate quotes to customers
- Assist in scheduling waste pickup services, trans and disposal with supporting offices
- Lead the implementation of comprehensive EHS programs across manufacturing sites in compliance with federal, state, and local regulations
- Maintained EHS documentation to meet company and regulatory requirements, facilitating timely internal and external reporting.
- Evaluated existing EHS programs, collaborating with various departments to adopt best practices.

Field Services Representative

Clean Harbors Environmental Services – Highland, CA

August 2018 - February 2022

- Approve payroll hours for multiple branches
- Schedule employees for physicals and all other necessary appointments needed prior to working on-site
- Contact disposal facilities regarding waste that has been received incorrectly
- Contact vendors and customers for any necessary billing documentation or payment
- Review PO reports and process the Financial Close monthly

Veterinarian Assistant

Baldy View Animal Hospital – La Verne CA
March 2015 - August 2018

- Prepared animals for surgery including clipping, scrubbing, and disinfecting operative site
- Reviewed medical chart records, administered vaccinations, treatments, drugs, oxygen therapy, medications and immunological agent

About Me

My work ethic is rooted in a commitment to excellence, safety, and efficiency. With a keen eye for detail and a focus on quality assurance, I ensure that all projects under my purview meet and exceed industry standards and regulatory requirements.

EDUCATION

Bachelors of Science in General Biology - California State Polytechnic University, Pomona

SKILLS

Project management
Budgeting and cost control
Safety management
Team leadership and development
Contract negotiation and management
Risk management
Sales Force
Excellent written and verbal communication skills
Proficient in Microsoft Office
Intermediate Spanish

Certification

40HR Hazwoper
8HR Hazwoper Refresher
RCRA Training
DOT Training

DISCLOSURE

In response to the request for disclosure, Clean Harbors Environmental Services, Inc. hereby affirms that, to the best of our knowledge, we have no past or current business or personal relationships with any current City of Banning elected officials, appointed officials, City employees, or their immediate family members.

We understand that the presence of any such relationships, past or present, will not necessarily disqualify our firm from consideration. Should any relevant information arise during the course of the proposal process, Clean Harbors will promptly notify the City in writing.

E. Experience and References

Clean Harbors Environmental Services, Inc. is a legally registered corporation, founded in 1980 and headquartered in Norwell, Massachusetts. With over four decades of industry experience, Clean Harbors provides comprehensive environmental and industrial services throughout the United States, Canada, Mexico, and Puerto Rico. We operate under our legal business name and meet all prerequisites outlined in this RFP.

Clean Harbors has successfully completed numerous projects of similar type, scale, and scope as those described in the Scope of Services, including:

- Homeless encampment cleanup and remediation
- Illegal dumping abatement
- Graffiti removal
- Hazardous and non-hazardous waste management
- Emergency response and environmental remediation

Clean Harbors has not filed for bankruptcy under any business name within the past five (5) years.

Clean Harbors brings unmatched capability and depth of experience in environmental services and public safety-focused cleanups. Our operations are fully scalable, and we maintain a 24/7 emergency response infrastructure. We are confident in our ability to exceed expectations while maintaining compliance with all regulatory and environmental standards. No exceptions or deviations from the RFP requirements are being proposed at this time.

Relevant Project References (Within the Past 5 Years)

Below are three (3) recent projects that demonstrate Clean Harbors' ability to perform services comparable in quality and scope to those required under this RFP:

Client Agency	City of Riverside
Contact Name	Jaqueline Godinez
Contact Title	Finance Department-Risk Management
Contact Phone	951-826-5693
Contact E-Mail	jgodinez@riversideca.gov
Contact Mailing Address	3900 Main St. Riverside, CA 925011
Period of Performance	July 2022 – June 2026
Description of Services	Hazardous Waste Services (Cleaning, Packing, Transportation & Disposal of various waste streams), Biohazard Cleanup Services, Emergency Response Services, Lead, Mold, & Asbestos Testing and Remediation
Contract Amount	$750,000 annually

Client Agency	City of LA
Contact Name	Howard Wong
Contact Title	City of LA Public Works
Contact Phone	213-725-6313
Contact E-Mail	Howard.wong@lacity.org
Contact Mailing Address	2649 E Washington Blvd. Los Angeles, CA 90021
Period of Performance	2023 – 2028
Description of Services	Homeless Encampment, Biohazard Cleanup & Emergency Response Services
Contract Amount	$432 million

Client Agency	County of San Diego
Contact Name	Sergio Aria
Contact Title	County of SD DPW Div 1
Contact Phone	619-417-4781
Contact E-Mail	Sergio.arias@sdcounty.ca.gov
Contact Mailing Address	11970 Singer Lane Spring Valley, CA 91978
Period of Performance	July 2024 – June 2029
Description of Services	Homeless Encampment Services, Biohazard Cleanup & Emergency Response Services
Contract Amount	$5 million

TRAINING CERTIFICATE COPIES

Employee training certificates are attached below:

CleanHarbors

Certificate of Training

This is to certifies that

Ana Lopez

Successfully completed the following training

CSE Entrant/Attendant

Scott L. Manning	**102767**	**08/26/2024**
Director - Training Systems	Created On: 08/28/2025	Completion Date

Clean Harbors Environmental Services, Inc.
42 Longwater Drive Norwell, MA | 02061-9149 | 781-792-5000

CleanHarbors

Certificate of Training

This is to certifies that

Gabriel Martinez

Successfully completed the following training

CSE Entrant/Attendant

Scott L. Manning	**430238**	**08/26/2024**
Director – Training Systems	Created On. 08/23/2025	Completion Date

Clean Harbors Environmental Services, Inc.
42 Longwater Drive Norwell, MA | 02061-9149 | 781-792-5000

CleanHarbors

Certificate of Training

This is to certifies that

Trevor Walterlakes

Successfully completed the following training

CSE Entrant/Attendant

Scott L. Manning	**447856**	**03/28/2025**
Director – Training Systems	Created On. 08/23/2025	Completion Date

Clean Harbors Environmental Services, Inc.
42 Longwater Drive Norwell, MA | 02061-9149 | 781-792-5000

CleanHarbors

Certificate of Training

This is to certifies that

Xavier Mena

Successfully completed the following training

CSE Entrant/Attendant

Scott L. Manning	**115944**	**08/19/2025**
Director – Training Systems	Created On: 08/28/2025	Completion Date

Clean Harbors Environmental Services, Inc.
42 Longwater Drive Norwell, MA | 02061-9149 | 781-792-5000

CleanHarbors

Certificate of Training

This is to certifies that

Jose Salcido

Successfully completed the following training

CSE Entrant/Attendant

Scott L. Manning	**094599**	**08/19/2025**
Director – Training Systems	Created On: 08/28/2025	Completion Date

Clean Harbors Environmental Services, Inc.
42 Longwater Drive Norwell, MA | 02061-9149 | 781-792-5000

CleanHarbors

Certificate of Training

This is to certifies that

Trevor Walterlakes

Successfully completed the following training

OSHA 40 Hour HAZWOPER Program

In accordance with Federal OSHA Regulations 29 CFR 1910.120(e) and 29 CFR 1926.65(e)

Scott L. Manning	**447856**	**03/28/2025**
Director – Training Systems	Created On: 08/23/2025	Completion Date

Clean Harbors Environmental Services, Inc.
42 Longwater Drive Norwell, MA | 02061-9149 | 781-792-5000

CleanHarbors

Certificate of Training

This is to certifies that

Victor Chavez

Successfully completed the following training

OSHA 40 Hour HAZWOPER Program

In accordance with Federal OSHA Regulations 29 CFR 1910.120(e) and 29 CFR 1926.65(e)

Scott L. Manning	**107874**	**08/31/2021**
Director – Training Systems	Created On: 08/23/2025	Completion Date

Clean Harbors Environmental Services, Inc.
42 Longwater Drive Norwell, MA | 02061-9149 | 781-792-5000

CleanHarbors

Certificate of Training

This is to certifies that

Xavier Mena

Successfully completed the following training

External 40 Hour Hazwoper

Scott L. Manning	**115944**	**01/22/2021**
Director – Training Systems	Created On: 08/26/2025	Completion Date

Clean Harbors Environmental Services, Inc.
42 Longwater Drive Norwell, MA | 02061-9149 | 781-792-5000

CleanHarbors

Certificate of Training

This is to certifies that

Gabriel Martinez

Successfully completed the following training

First Aid/CPR/AED - U.S. ONLY (Due Every 2 Years)-INACTIVE

Scott L. Manning	**430238**	**08/30/2024**
Director – Training Systems	Created On 08/23/2025	Completion Date

Clean Harbors Environmental Services, Inc.
42 Longwater Drive Norwell, MA | 02061-9149 | 781-792-5000

CleanHarbors

Certificate of Training

This is to certifies that

Victor Chavez

Successfully completed the following training

CPR/First Aid - U.S. ONLY (Due Every 2 Years)

Scott L. Manning	**107874**	**08/30/2024**
Director – Training Systems	Created On: 08/23/2025	Completion Date

Clean Harbors Environmental Services, Inc.
42 Longwater Drive Norwell, MA | 02061-9149 | 781-792-5000

CleanHarbors

Certificate of Training

This is to certifies that

Xavier Mena

Successfully completed the following training

First Aid/CPR/AED - U.S. ONLY (Due Every 2 Years)-INACTIVE

Scott L. Manning	**115944**	**08/30/2024**
Director – Training Systems	Created On: 08/28/2025	Completion Date

Clean Harbors Environmental Services, Inc.
42 Longwater Drive Norwell, MA | 02061-9149 | 781-792-5000

CleanHarbors

Certificate of Training

This is to certifies that

Jose Salcido

Successfully completed the following training

Confined Space Rescue

Scott L. Manning	**094599**	**08/19/2025**
Director – Training Systems	Created On: 08/28/2025	Completion Date

Clean Harbors Environmental Services, Inc.
42 Longwater Drive Norwell, MA | 02061-9149 | 781-792-5000

CleanHarbors

Certificate of Training

This is to certifies that

Trevor Walterlakes

Successfully completed the following training

Confined Space Rescue

Scott L. Manning	**447856**	**03/28/2025**
Director – Training Systems	Created On: 08/23/2025	Completion Date

Clean Harbors Environmental Services, Inc.
42 Longwater Drive Norwell, MA | 02061-9149 | 781-792-5000

CleanHarbors

Certificate of Training

This is to certifies that

Xavier Mena

Successfully completed the following training

Confined Space Rescue

Scott L. Manning	**115944**	**08/19/2025**
Director – Training Systems	Created On: 08/28/2025	Completion Date

Clean Harbors Environmental Services, Inc.
42 Longwater Drive Norwell, MA | 02061-9149 | 781-792-5000

CleanHarbors

Certificate of Training

This is to certifies that

Victor Chavez

Successfully completed the following training

Confined Space Supervisor Authorized Audit (Due Every 3 Years)

Scott L. Manning	**107874**	**02/18/2025**
Director – Training Systems	Created On: 08/23/2025	Completion Date

Clean Harbors Environmental Services, Inc.
42 Longwater Drive Norwell, MA | 02061-9149 | 781-792-5000

CleanHarbors

Certificate of Training

This is to certifies that

Gabriel Martinez

Successfully completed the following training

Powered Industrial Truck (Forklift) (Due Every 3 Years)

Scott L. Manning	**430238**	**02/22/2024**
Director – Training Systems	Created On: 08/23/2025	Completion Date

Clean Harbors Environmental Services, Inc.
42 Longwater Drive Norwell, MA | 02061-9149 | 781-792-5000

CleanHarbors

Certificate of Training

This is to certifies that

Victor Chavez

Successfully completed the following training

Powered Industrial Truck (Forklift) (Due Every 3 Years)

Scott L. Manning	**107874**	**11/08/2023**
Director – Training Systems	Created On: 08/23/2025	Completion Date

Clean Harbors Environmental Services, Inc.
42 Longwater Drive Norwell, MA | 02061-9149 | 781-792-5000

CleanHarbors

Certificate of Training

This is to certifies that

Victor Chavez

Successfully completed the following training

Aerial Lift/Scaffolding User

Scott L. Manning	**107874**	**04/15/2024**
Director – Training Systems	Created On: 08/23/2025	Completion Date

Clean Harbors Environmental Services, Inc.
42 Longwater Drive Norwell, MA | 02061-9149 | 781-792-5000

CleanHarbors

Certificate of Training

This is to certifies that

Trevor Walterlakes

Successfully completed the following training

Annual Respirator Fit Testing (Due Every Year)

Scott L. Manning	**447856**	**03/28/2025**
Director – Training Systems	Created On: 08/23/2025	Completion Date

Clean Harbors Environmental Services, Inc.
42 Longwater Drive Norwell, MA | 02061-9149 | 781-792-5000

CleanHarbors

Certificate of Training

This is to certifies that

Xavier Mena

Successfully completed the following training

Annual Respirator Fit Testing (Due Every Year)

Scott L. Manning	**115944**	**08/19/2025**
Director – Training Systems	Created On: 08/28/2025	Completion Date

Clean Harbors Environmental Services, Inc.
42 Longwater Drive Norwell, MA | 02061-9149 | 781-792-5000

CleanHarbors

Certificate of Training

This is to certifies that

Xavier Mena

Successfully completed the following training

Bloodborne Pathogens

Scott L. Manning	**115944**	**06/17/2021**
Director – Training Systems	Created On: 08/28/2025	Completion Date

Clean Harbors Environmental Services, Inc.
42 Longwater Drive Norwell, MA | 02061-9149 | 781-792-5000

LICENSES AND PERMITS

Clean Harbors Environmental Services shall ensure that the transportation of all waste is carried out in strict accordance with all applicable regulations, including those set forth by the Oregon Department of Environmental Quality (ODEQ), the U.S. Department of Transportation (DOT), and all relevant local, state, and federal agencies.

The Transportation Compliance Department

brings 50-plus years of experience in the management of hazardous materials and driver regulations and presents and maintains a fleet of vehicles and personnel that represents the image, professionalism and service of Clean Harbors. With service encompassing an enormous geographical area, the Transportation Compliance Department monitors and maintains an entire array of transportation permits and exemptions as issued by local, state, provincial, and federal agencies.

Clean Harbors' satisfactory DOT rating as well as the SafeStat measurement system status readily

demonstrates the company's commitment to transportation compliance. The SafeStat measurement system is based on the performance of a motor carrier that is evaluated in four major categories identified as: Accident data, Driver data, Vehicle data, and Safety Management data. This data is continuously collected, updated on a monthly basis, and available to the public in an electronic format.

Transportation Security has become one of the most important global concerns of current times. Clean Harbors has devised and implemented a comprehensive Transportation Security Plan. The Transportation Compliance Department is consigned to maintain and revise the Transportation Security Plan pursuant to regulatory or internal procedural changes to maintain the continued safety of the transport of hazardous materials.

1. **US EPA**

EPA

ACKNOWLEDGEMENT OF NOTIFICATION OF HAZARDOUS WASTE ACTIVITY

This is to acknowledge that you have filed a Notification of Hazardous Waste Activity for the installation located at the address shown in the box below to comply with Section 3010 of the Resource Conservation and Recovery Act *(RCRA)*. Your EPA Identification Number for that installation appears in the box below. The EPA Identification Number must be included on all shipping manifests for transporting hazardous wastes; on all Annual Reports that generators of hazardous waste, and owners and operators of hazardous waste treatment, storage and disposal facilities must file with EPA; on all applications for a Federal Hazardous Waste Permit; and other hazardous waste management reports and documents required under Subtitle C of RCRA.

EPA I.D. NUMBER → MAD039322250

Clean Harbors Inc
P O Box 193
Kingston MA 02364

INSTALLATION ADDRESS → P O Box 193
Kingston MA 02364

EPA Form 8700-12A (4-80)

2. Hazardous Materials Certificate of registration

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION

HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2023-2026

Registrant: CLEAN HARBORS ENVIRONMENTAL SERVICES INC
ATTN: Colleen Costello
PO BOX 9149
NORWELL, MA 02061-9149

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 060923550192FH Effective: July 1, 2023 Expires: June 30, 2026
HM Company ID: 7987

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

(1) A copy of the registration statement filed with PHMSA; and
(2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

U.S. Department
of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

March 1, 2024

In reply refer to:
USDOT Number: 180743

MC Number: MC152120

KEVIN RIDINGS
EVP TRANS AND LOGISTICS
CLEAN HARBORS ENVIRONMENTAL SERVICES INC
PO BOX 9149
NORWELL, MA 02061

HAZARDOUS MATERIALS SAFETY PERMIT
HM Safety Permit ID: US-180743-MA-HMSP
Effective Date: March 1, 2024

Dear KEVIN RIDINGS:

The Hazardous Materials Safety Permit (HMSP) is verification of the motor carrier's permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

This HMSP will be effective beginning March 1, 2024 and remain effective through March 31, 2026 if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public (49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations). Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of this authority.

Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a Department of Transportation safety fitness rating less than "Satisfactory" or by other indicators, could result in a proceeding requiring the holder of this permit to show cause as to why this authority should not be suspended or revoked.

For questions regarding this document you may contact the FMCSA Hazardous Materials Division by email at fmcsa.hmsp@dot.gov or by phone at (202) 385-2450 or by fax at (202) 366-3621.

Sincerely,

Paul Bomgardner
Chief, Hazardous Material Division

Department of Toxic Substances Control

Yana Garcia
Secretary for
Environmental Protection

Katherine M. Butler, MPH, Director
1001 I Street
P.O. Box 806
Sacramento, California 95812-0806
https://dtsc.ca.gov/

Gavin Newsom
Governor

Hazardous Waste Transporter Registration Certificate

Name and Address of Registered Transporter:

CLEAN HARBORS ENVIRONMENTAL SERVICES INC
42 LONGWATER DRIVE
NORWELL, MA 02061

Transporter Registration Number: 3500

Effective Date: APRIL 7, 2025
Expiration Date: APRIL 30, 2026

This is to certify that the firm named above is duly registered to transport hazardous waste in the State of California in accordance with the provisions of Chapter 6.5, Division 20 of the Health and Safety Code and Title 22 of the California Code of Regulations, Division 4.5.

Talisha Jorrin — APRIL 7, 2025
Authorized Signature — Date

Name and Title of Authorized Representative: Talisha Jorrin Program Technician III

This registration certificate must be carried with each shipment of hazardous waste. For registration information, please call 1-800-618-6942 or email transporter@dtsc.ca.gov.

Printed on Recycled Paper

STATE OF CALIFORNIA BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF MOTOR VEHICLES
MOTOR CARRIER SERVICES BRANCH MS G875
P.O. BOX 932370 Sacramento, CA. 94232-3700
(916) 657-8153

11/28/2007

CLEAN HARBORS ENVIRONMENTAL
SERVICES INC
42 LONGWATER DR
NORWELL, MA 02061

DMV
A Public Service Agency

NON-EXPIRING
MOTOR CARRIER PERMIT
Combined Carrier

Valid From:	11/27/2007	Valid Through:	Non-Expiring
CA#:	0188448		

DEPARTMENT OF MOTOR VEHICLES
Motor Carrier Services Branch
P.O. BOX 932370 Sacramento, CA. 94232-3700

CLEAN HARBORS ENVIRONMENTAL
SERVICES INC
42 LONGWATER DR
NORWELL, MA 02061

The carrier named on this permit is subject to the Unified Carrier Registration Act (UCRA) of 2005, and is granted a non-expiring permit of the following classification:

For Hire
Corporation

Not Valid for Intrastate Only Operations

Pmt Date:	N/A	Office #:	154
Account #:	373018	Tech ID:	CR
Sequence #:	0001	Amt Paid:	No Fee

!!!IMPORTANT REMINDERS!!!

1. This non-expiring Motor Carrier Permit (MCP) will remain valid as long as you continue to conduct interstate operations. The Unified Carrier Registration Act (UCRA) of 2005 exempts combined carriers (carriers who operate both intra and interstate) from MCP requirements.
2. Federal Motor Carrier Safety Administration insurance requirements must be maintained.
3. If you commence intrastate only operations, you must renew your MCP.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

DMV 2260 MCP (NEW 10/2007)

A Public Service Agency

W9 FORM

Form **W-9** (Rev. March 2024) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) E

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

42 LONGWATER DRIVE

Requester's name and address (optional)

6 City, state, and ZIP code

NORWELL, MA 02061

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number

0 4 - 2 6 9 8 9 9 9

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Peggy Mulvey **Date** 01/07/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3b has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to the form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

Cost Proposal

Include a breakdown of all costs for labor, fleet, fuel, etc. to complete the task.

1. Single mobilization for each site category, with only one payment per site regardless of how many days a single cleanup may require, to include all pre-site work setup up times, site travel times, planning, and other tasks to get the site ready to perform cleanup.
2. Include labor and equipment necessary to perform all site cleanup operations.
3. Include labor, containment of biohazardous waste, transient debris or any litter that poses health and safety risk, removal of contaminated contents, personal protective equipment, consumable supplies, administrative fees, and photo documentation.
4. Containment, transportation, and disposal of biohazard material per 40-gallon containment unit.
5. Containment, transportation, and disposal of non-biohazard material off site based on weight.

Pricing Form/Fee Schedule Requirements (Encampment Clean-up)

As part of the proposal submission, the fee schedule must, at a minimum, include detailed costs for the following services:

Item	Description	Price (Normal Business Hours)	Price (Weekend/ Evening Hours)
1.	Category 1 (Small Clean Up): Mobilization and clean up for homeless encampment debris removal, haul off, and disposal. Defined as one to two unauthorized tents/camps and debris. Requires a ½ ton truck and no more than 2 workers to provide clean up.	$2,790.00	$3,517.00
2.	Category 2 (Medium Clean Up): Mobilization and clean up for homeless encampment debris removal, haul off, and disposal Defined as more than two and up to four unauthorized tents/camps, tarps, debris, clothing, appliances, shopping carts, etc. Required a ½ ton truck and/or dump trailer and two (2) or more workers to provide clean up.	$6,004.00	$7,278.00
3.	Category 3 (Large Camps): Mobilization and clean up for homeless encampment debris removal, haul off, and disposal Defined as multiple tents/camps, tarps, debris, clothing, trash, appliances, shopping carts. Requires a ½ ton truck	$10,067.00	$11,705.00

	and/or dump trailer and/or roll off container, two (2) or more workers, and possible heavy equipment.		
4.	Hazardous Waste collection and disposal costs (p/40-gallon container)	$543 (per 55 gal container)	EA
5.	Non-Hazardous Waste Disposal (per 5 yards)	$152 (per 55 gal container)	EA
6.	Miscellaneous fees (include any additional information on separate page for additions, deletions, or exceptions.	$ 0.00	EA

Disposal fees (Item 4 and 5) will be utilized by the City for budgeting purposes and will be paid as a pass through to the contractor.

Contractor may submit a schedule of values/pricing page for any other relevant costs for the services described in the scope of work in addition to the above requested pricing. Price(s) shall include ALL mobilization, labor, equipment, materials, transportation, overhead, travel, profit, insurance, sales and other taxes, licenses, incidentals, and all other related costs necessary to meet the work requirements.

For example:

- Mobilization: Pre-Cleanup and Cleanup Duties – Cost per day
- Personnel and Vehicle/Equipment Rates: Illegal Dumping and Homeless Encampment Cleanup Duties – Provide hourly rates for the different type of laborers (normal & weekend/evening hours rates) and equipment.
- Vehicle and Equipment Fees: list the different types you own and rentals (if required).
- Disposal Rates & Fees breakdown for lines 4 & 5 that includes transportation rates to haul debris to the disposal facility.

Pricing Form/Fee Schedule Requirements (Graffiti Abatement)

As part of the proposal submission, the fee schedule must, at a minimum, include detailed costs for the following services:

Item	Description	Price (Normal Business Hours)	Price (Weekend/ Evening Hours)
1.	Exterior Paint (Cover Up)		
1a.	0-10 SF	$885.00	$970.00
1b.	11-500 SF	$1,758.00	$1,940.00
1c.	500+ SF	$3,772.00	$4,124.00
2.	Anti-Graffiti Coating – Chemical Removal		
2a.	0-10 SF	$752.00	$873.00
2b.	11-500 SF	$1,546.00	$1,710.00
2c.	500+ SF	$2,183.00	$2,426.00
3.	Sandblasting		
3a.	0-10 SF	$746.00	$849.00
3b.	11-500 SF	$1,115.00	$1,273.00
3c.	500+ SF	$1,516.00	$1,698.00
4.	Pressure Washing		
4a.	0-10 SF	$788.00	$873.00
4b.	11-500 SF	$1,176.00	$1,297.00
4c.	500+ SF	$1,576.00	$1,740.00

Contractor may submit a schedule of values/pricing page for any other relevant costs for the services described in the scope of work in addition to the above requested pricing. Price(s) shall include ALL labor, equipment, materials, transportation, overhead, travel, profit, insurance, sales and other taxes, licenses, incidentals, and all other related costs necessary to meet the work requirements.

AGREEMENT FOR PROFESSIONAL SERVICES (C01231) FOR HOMELESS ENCAMPMENT CLEAN UP, ILLEGAL DUMPING ABATEMENT AND GRAFFITI REMOVAL SERVICES BY AND BETWEEN CITY OF BANNING AND CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: _____, ("Effective Date") by and between the **CITY OF BANNING,** a California municipal corporation ("City") and **CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.** a Massachusetts Corporation, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought by a Request for a Proposal RFP # 25-103 for the performance of the services for Homeless Encampment Clean Up, Illegal Dumping Abatement and Graffiti Removal 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
Kendrick Harrison	Government Accounts Specialist

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 One Hundred Fifty Thousand Dollars ($150,000.00) (the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

Payment to Consultant for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to

unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date through December 31, 2026, with an option of four (4) one year extensions, 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: Brandon Smith City's Contract Officer City of Banning 99 East Ramsey Street Banning, California 92220 Email: bsmith@banningca.gov
With a courtesy copy to:	John Pinkney, City Attorney Slovak Baron Empey Murphy & Pinkney LLP 74774 CA-111 Indian Wells, CA 92210 Email: pinkney@sbemp.com

If to Consultant: Attn: Kendrick Harrison
Government Account Specialist
Clean Harbors Environmental Services, Inc.
42 Longwater Drive
Norwell, MA 0261
Email: kendrick.harrison@safety-kleen.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

_____

Art Vela, Date
Intermin City Manager

ATTEST:

_____

Acting Administrative City Clerk Date

APPROVED AS TO FORM:
Slovak Baron Empey Murphy & Pinkney LLP

_____

John O. Pinkney 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 Homeless Encampment Clean Up, Illegal Dumping Abatement and Garffiti Removal 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:

STATEMENT OF UNDERSTANDING AND APPROACH

Understanding of Services

Clean Harbors Environmental Services, Inc. fully understands the critical nature and sensitivity of the services outlined in this RFP. The City of Banning seeks a reliable, experienced contractor to provide comprehensive support for the removal and cleanup of homeless encampments, abatement of illegal dumping, and removal of graffiti, in order to ensure public health, safety, and environmental quality throughout the city.

These services often take place in high-impact or sensitive areas, such as under bridges, near highways, in open spaces, or on private properties and may involve hazardous waste, biohazards, and engagement with vulnerable populations. Clean Harbors brings unmatched expertise, trained personnel, and the necessary infrastructure to safely and effectively deliver on all required aspects of this scope, while being responsive, respectful, and compliant with all applicable regulations.

Clean Harbor's Service Approach.

Clean Harbors provides homeless encampment waste abatement services across US and Canada. These services include disinfection, confined space entry, trash and hazardous waste clean-up, transportation and disposal. Our crews have been working in conjunction with Sanitation personnel to conduct homeless encampment clean-up services.

Outlined below is a generic outline of Clean Harbors' Homeless Encampment Sanitation and Abatement Procedures. These would be customized to meet the City's specific requirements upon contract award.

A. Initial Preparation

1. City personnel will post signs notifying transients that the area is scheduled for cleaning, and all personal property must be removed.

a) This typically occurs at least 72 hours in advance of the sanitation and/or abatement.

b) For safety reasons, the Local Police/Sheriff should be present whenever Clean Harbors' and/or City staff are at an active encampment site.

2. Clean Harbors is notified of the project and will perform a site visit if necessary.

a) Usually confined space projects and large sites require a job walk. Smaller sites can often be assessed through e-mails and photographs.

b) Based on information gathered, Clean Harbors will provide the City an estimate of the costs and resources needed to complete the work.

c) A mutually agreeable date and time to provide the abatement services is established between Clean Harbors and the City.

B. Onsite Preparation

1. On the day of the sanitation and/or abatement services, the City, Clean Harbors and the Local Police or Sheriff's Department will meet onsite to review the job scope and work plan.
   a) Clean Harbors starts each day with a safety meeting and review of the site hazards.
   b) We will assess the site and complete a Job Hazard Analysis (JHA) in accordance with Clean Harbors' policies and procedures.
   c) A copy of the JHA is kept onsite with the Supervisor/ Foreman, along with a copy of the Safety Data Sheet (SDS) for all chemicals to be used.
   d) All project staff sign the JHA each day before commencing onsite work.

C. Personnel will be notified of the personal protective equipment (PPE) requirements, which usually consists of a modified level D when there is no confined space.

   a) The modified level D requires all personnel to wear the following:
      - Work Uniform (long sleeve, long pants)
      - Steel Toe Boots
      - Rubber covers for boots
      - Level D PPE (Tyvek, Gloves, Safety Glasses)
      - Safety Vests
      - Hard Hats

3. Local police, City and the Clean Harbors representative will walk through the job site to ensure all transients have vacated. Clean Harbors will take "before" photos of the site.
4. City personnel will identify, tag, log and photograph any abandoned personal property present at the job site.

a) Clean Harbors' staff will bag and transport the abandoned personal property, which has been identified and logged by the City, to the City's designated storage location.

b) When Clean Harbors' personnel discover potential abandoned personal property while performing the sanitation and/or abatement services, our staff will immediately notify their Foreman; who will then relay the information to the City.

D. Encampment Sanitation and/or Abatement

1. Clean Harbors will establish a hot zone staging area for solid and hazardous wastes.
   a) A break area is established separate from the work area.
   b) Personnel will decontaminate each time they leave the hot zone, which includes:
      - Removing Tyvek
      - Washing hands
      - Using sodium hypochlorite / water solution to disinfect boots

2. As the solid waste is bagged, Clean Harbors' personnel will disinfect each bag with a sodium hypochlorite / water solution.
   a) Only properly trained and certified personnel will apply the solution, as required by the California Department of Pesticide Regulation.
   b) Once disinfected, the bags are placed in the roll-off dumpster.
   c) Hazardous waste (e.g., needles, biohazards, aerosols, propane cylinders, etc.) is sorted and properly packaged for transportation and disposal.

3. Clean Harbors will prepare profiles for each hazardous waste stream generated during the abatement.
   a) Once approved, the driver will prepare a manifest that will be signed by City.
   b) The waste will be transported to the Clean Harbors' designated disposal facility.

4. Solid waste / refuse generated during the abatement will be transported to a local non-hazardous waste landfill using a bill of lading.

5. If the encampment site is concrete:
   a) The area will be disinfected with a sodium hypochlorite / water solution.
   b) Our work plan will include measures to control, contain, capture and dispose of any remaining wash water generated during the sanitizing process; ensuring no waste will be allowed to enter the storm drain system.

6. Upon completion of the sanitation and/or abatement, "after" photos of the site will be taken by Clean Harbors.

E. Final Documentation and Invoicing

1. At the end of each day, the Clean Harbors' Foreman will document all equipment, personnel and supplies on a daily worksheet.
   a) The worksheet is signed by City on-site personnel.
   b) One copy is provided to City personnel at the job site, and the other is electronically uploaded into the Clean Harbors' portal.
2. Upon completion of the project, an invoice will be sent to the City.
   a) The invoice packet will include the following:
      - Detailed itemized invoice
      - Completed and signed daily worksheet
      - Manifests/bills of lading for all waste generated and disposed, when applicable

- Weight tickets from the landfill, when applicable
- Job site before-and-after photographs

Clean Harbors provides most hazardous waste transportation services using our own organization, employees and resources. We transport thousands of tons of wastes over millions of miles each year. Clean Harbors has all required licenses, permits and registrations to handle, package, transport, treat, recycle and dispose of hazardous materials and wastes throughout the United States and Canada.

Our fleet of over 10,000 licensed transportation vehicles is critical to providing turnkey environmental management services to our clients. These include, but are not limited to: box trucks, vacuum trucks, tractors, van trailers, dump trailers, roll off containers, rubber-lined tankers, sludge boxes, explosion-proof mixing tanks, and vacuum containers.

All Clean Harbors' vehicles utilized for transporting waste are maintained in good operating condition, meet all US EPA and DOT requirements, and have all inspection stickers, permits and licenses as required by local, state and federal regulatory authorities for the transportation of hazardous materials.

In addition, Clean Harbors has developed and implemented a hazardous materials transportation security plan that meets the requirements of 49 CFR 172.800(b), in accordance with HM-232. Upon request from the City, Clean Harbors will provide a list and/or copies of our transporter permits/licenses applicable to this contract.

Branch address and contact details that will provide services

Clean Harbors Highland
7979 Palm Ave
Highland, CA 92346

Clean Harbors Environmental Services, Inc. is committed to delivering safe, efficient, and respectful services to meet the City of Banning's goals in addressing homelessness, illegal dumping, and graffiti. We look forward to the opportunity to partner with the City in improving public health, safety, and community aesthetics.

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

a. In-person meetings and/or teleconferences.

b. Email updates/questions to applicant team and City while reviews are underway.

c. Conference calls.

IV. All work product is subject to review and acceptance by City. If the City determines that any work product is unacceptable, for any reason, it must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT "B"
SPECIAL REQUIREMENTS

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works," Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and Subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
>
> **Date_____ Signature_____**

12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including, without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates as attached as Exhibit C-1:

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-contractor labor, supplies, equipment, materials, and travel properly charged to the Services.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

Cost Proposal

Include a breakdown of all costs for labor, fleet, fuel, etc. to complete the task.

1. Single mobilization for each site category, with only one payment per site regardless of how many days a single cleanup may require, to include all pre-site work setup up times, site travel times, planning, and other tasks to get the site ready to perform cleanup.
2. Include labor and equipment necessary to perform all site cleanup operations.
3. Include labor, containment of biohazardous waste, transient debris or any litter that poses health and safety risk, removal of contaminated contents, personal protective equipment, consumable supplies, administrative fees, and photo documentation.
4. Containment, transportation, and disposal of biohazard material per 40-gallon containment unit.
5. Containment, transportation, and disposal of non-biohazard material off site based on weight.

Pricing Form/Fee Schedule Requirements (Encampment Clean-up)

As part of the proposal submission, the fee schedule must, at a minimum, include detailed costs for the following services:

Item	Description	Price (Normal Business Hours)	Price (Weekend/ Evening Hours)
1.	Category 1 (Small Clean Up): Mobilization and clean up for homeless encampment debris removal, haul off, and disposal. Defined as one to two unauthorized tents/camps and debris. Requires a ½ ton truck and no more than 2 workers to provide clean up.	$2,790.00	$3,517.00
2.	Category 2 (Medium Clean Up): Mobilization and clean up for homeless encampment debris removal, haul off, and disposal Defined as more than two and up to four unauthorized tents/camps, tarps, debris, clothing, appliances, shopping carts, etc. Required a ½ ton truck and/or dump trailer and two (2) or more workers to provide clean up.	$6,004.00	$7,278.00
3.	Category 3 (Large Camps): Mobilization and clean up for homeless encampment debris removal, haul off, and disposal Defined as multiple tents/camps, tarps, debris, clothing, trash, appliances, shopping carts. Requires a ½ ton truck	$10,067.00	$11,705.00

	and/or dump trailer and/or roll off container, two (2) or more workers, and possible heavy equipment.		
4.	Hazardous Waste collection and disposal costs (p/40-gallon container)	$543 (per 55 gal container)	EA
5.	Non-Hazardous Waste Disposal (per 5 yards)	$152 (per 55 gal container)	EA
6.	Miscellaneous fees (include any additional information on separate page for additions, deletions, or exceptions.	$ 0.00	EA

Disposal fees (Item 4 and 5) will be utilized by the City for budgeting purposes and will be paid as a pass through to the contractor.

Contractor may submit a schedule of values/pricing page for any other relevant costs for the services described in the scope of work in addition to the above requested pricing. Price(s) shall include ALL mobilization, labor, equipment, materials, transportation, overhead, travel, profit, insurance, sales and other taxes, licenses, incidentals, and all other related costs necessary to meet the work requirements.

For example:

- Mobilization: Pre-Cleanup and Cleanup Duties – Cost per day
- Personnel and Vehicle/Equipment Rates: Illegal Dumping and Homeless Encampment Cleanup Duties – Provide hourly rates for the different type of laborers (normal & weekend/evening hours rates) and equipment.
- Vehicle and Equipment Fees: list the different types you own and rentals (if required).
- Disposal Rates & Fees breakdown for lines 4 & 5 that includes transportation rates to haul debris to the disposal facility.

Pricing Form/Fee Schedule Requirements (Graffiti Abatement)

As part of the proposal submission, the fee schedule must, at a minimum, include detailed costs for the following services:

Item	Description	Price (Normal Business Hours)	Price (Weekend/ Evening Hours)
1.	Exterior Paint (Cover Up)		
1a.	0-10 SF	$885.00	$970.00
1b.	11-500 SF	$1,758.00	$1,940.00
1c.	500+ SF	$3,772.00	$4,124.00
2.	Anti-Graffiti Coating – Chemical Removal		
2a.	0-10 SF	$752.00	$873.00
2b.	11-500 SF	$1,546.00	$1,710.00
2c.	500+ SF	$2,183.00	$2,426.00
3.	Sandblasting		
3a.	0-10 SF	$746.00	$849.00
3b.	11-500 SF	$1,115.00	$1,273.00
3c.	500+ SF	$1,516.00	$1,698.00
4.	Pressure Washing		
4a.	0-10 SF	$788.00	$873.00
4b.	11-500 SF	$1,176.00	$1,297.00
4c.	500+ SF	$1,576.00	$1,740.00

Contractor may submit a schedule of values/pricing page for any other relevant costs for the services described in the scope of work in addition to the above requested pricing. Price(s) shall include ALL labor, equipment, materials, transportation, overhead, travel, profit, insurance, sales and other taxes, licenses, incidentals, and all other related costs necessary to meet the work requirements.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City in accordance with the schedule attached as Exhibit D-1.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Arturo Vela, Interim City Manager**

PREPARED BY: **Holly Stuart, Public Works Program Manager**

MEETING DATE: **December 9, 2025**

SUBJECT: **Consideration of Resolution 2025-173, Awarding a Professional Services Agreement for the Animal Shelter Facility Assessment and Feasibility Study to IDS Group, Inc. in the Amount of $144,487 and Rejecting All Other Bids**

RECOMMENDATION:

Adopt Resolution 2025-173.

BACKGROUND:

Historically, the City contracted with Riverside County Department of Animal Services to provide general animal control services. Subsequently, in April 2021, the City entered into an agreement with ARE Animal Rescue, Inc. to operate animal care and shelter services at the City-owned facility located at 2423 Charles Street. The initial agreement between the City and ARE Animal Rescue, Inc. commenced on July 1, 2021 and was set to remain in effect through June 30, 2026. In the summer of 2024, the agreement was terminated early and since then the City has not provided animal shelter services, which has created challenges in providing animal control services to the community.

To assess the short- and long-term viability of the existing animal shelter facility and explore opportunities for future improvements or potential expansion to support in-house animal shelter operations, the City issued Request for Proposals (RFP) No. 25-111, “Animal Shelter Facility Assessment and Feasibility Analysis” through the OpenGov ProcureNow system. The purpose of the RFP is to secure a qualified consultant to evaluate the condition and capacity of the City's existing shelter that was originally constructed in the 1960s, and to develop recommendations for rehabilitation, interim use or expansion.

The scope of work includes: 1) a full facility condition assessment of the existing shelter; 2) a feasibility analysis for interim or long term use; 3) conceptual site planning for expansion onto adjacent parcels; and 4) a final report with cost estimates (operations and capital), recommendations and conceptual designs.

The RFP was advertised in the local newspaper officially released through ProcureNow on August 21, 2025. In response, the City received 6 proposals by the submission deadline of October 9, 2025 summarized below:

Consultant	Score
1) IDS Group Inc.	84.67

2)	COAR Design Group	83.0
3)	Dimension Architecture and Design, Inc.	78.33
4)	Rania Alomar Architect Inc.	73.33
5)	Miller Architectural Corp	71.67
6)	Ware Malcomb	67.67

JUSTIFICATION:

After a comprehensive evaluation of qualifications, methodology, experience, references, value-added services and pricing, staff recommends awarding the Professional Services Agreement in the amount of $144,487 to IDS Group, Inc. the firm that demonstrated the best overall value and alignment with the City's objectives.

IDS Group, Inc. brings extensive experience in animal shelter design and feasibility studies. Their proposal includes a detailed work plan and a proven track record of delivering similar projects on time and within budget. Their team will provide a comprehensive assessment of the existing facility, explore interim and long-term shelter options and develop conceptual site plans for future expansion.

This project will provide the City with a firm strategy on how (and if) to move forward with the next phase, which would include the preparation of a construction bid package (plans, specifications and estimates) for selected improvements.

FISCAL IMPACT:

The Professional Services Agreement in the amount of $144,487 will be funded through Account 001-2300-424.33-11 (Animal Control/Professional Services). An appropriation from the General Fund in the full amount is required to fund the project.

There may be an opportunity for a cost share with the Morongo Band of Mission Indians (MBMI), who have shown interest in the improvement of the City's animal shelter. Staff is currently waiting for a decision from MBMI on the potential cost share.

ALTERNATIVES:

Do not approve Resolution 2025-173 and provide alternative direction to staff.

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution_2025-173.docx
2. IDS Proposal.pdf
3. C01228 IDS GROUP AGREEMENT.docx

RESOLUTION 2025-173

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT TO IDS GROUP, INC. FOR THE ANIMAL SHELTER FACILTY ASSESSMENT AND FEASIBILITY ANALYSIS IN THE AMOUNT OF $144,487 AND REJECTING ALL OTHER BIDS

WHEREAS, historically the City contracted with the Riverside County Department of Animal Services to provide general animal control services; and

WHEREAS, in April 2021, the City entered into an agreement with ARE Animal Rescue, Inc. to operate animal care and shelter services at the City-owned facility located at 2423 Charles Street; and

WHEREAS, the agreement with ARE Animal Rescue, Inc. commenced on July 1, 2021, and was originally set to remain in effect through June 30, 2026, and was later terminated in the summer of 2024 following City Council's determination that a change in service approach was necessary to address several concerns; and

WHEREAS, to assess the long-term viability of the existing animal shelter facility and explore opportunities for improvement or potential expansion to support in-house operations, the City issued Request for Proposals (RFP) No. 25-111, titled "Animal Shelter Facility Assessment and Feasibility Analysis," through the OpenGov ProcureNow system on August 21, 2025; and

WHEREAS, six proposals were received by the submission deadline of October 9, 2025, and after a comprehensive evaluation of qualifications, methodology, experience, and pricing, IDS Group, Inc. was determined to provide the best overall value and alignment with the City's objectives; and

WHEREAS, the Professional Services Agreement in the amount of $144,487 will be funded through Account 001-2300-424.33-11 (Animal Control/Professional Services) and an appropriation in the amount of $144,487 is required.

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 IDS Group, Inc. for the Animal Shelter project for a 1-year term in an amount of $144,487.

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 IDS Group, Inc. 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 9th day of December, 2025.

_____
, Mayor
City of Banning

ATTEST:

_____
Sandra Calderon,
Acting Deputy City Clerk,
City of Banning

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Acting Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-173, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of December, 2025 by the following vote, to wit:

AYES:

NOES:

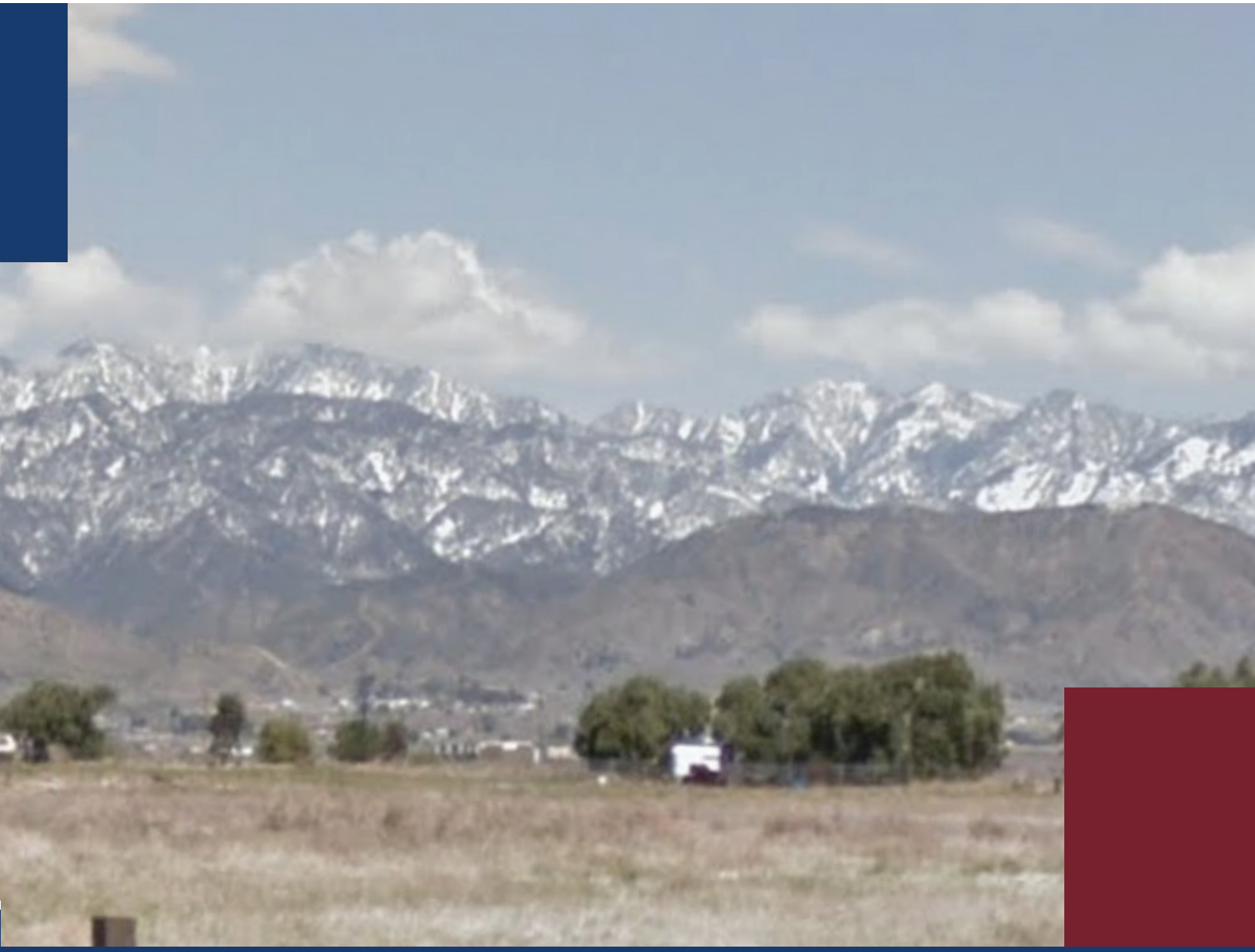
ABSENT:

ABSTAIN:

Sandra Calderon,
Acting Deputy City Clerk,
City of Banning, California

EXHIBIT A
Agreement Document Title

(Attach Agreement Document)



Proposal for

Animal Shelter Facility Assessment and Feasibility Analysis

RFP 25-111

October 8, 2025

Submitted by:

IDS GROUP
1 Peters Canyon Road, Suite 130, Irvine, CA 92606
T: 949.387.8500 ▲ F: 949.387.0800 ▲ www.idsgi.com

IDS GROUP

Solutions Through Integrated Design

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October 8, 2025

Barbara Mason
City of Banning
Qualifications submitted via OpenGov

SUBJECT: RFP 25-111 Animal Shelter Facility Assessment and Feasibility Analysis

IDS Group (IDS) understands the City of Banning's (City's) urgent need for a functional animal shelter. We are prepared to collaborate with the City to assess the cost and feasibility of rehabilitating the existing facility, as well as to develop conceptual site plans for potential expansion into adjacent undeveloped parcels. This project represents a critical first step toward establishing both an interim solution and a comprehensive, long-term program—not only for the City of Banning, but also for surrounding communities. IDS brings extensive experience in revitalizing underutilized properties and engaging with stakeholders throughout the redevelopment process. Differentiators that IDS will bring to the City of Banning include the following:

Integrated Design Solutions: Our name says it all. IDS has architecture, interior design, planning, landscape architecture, civil engineering, structural engineering, electrical engineering, mechanical/plumbing engineering, and construction cost estimation services under one roof. We bring a workshop mentality, utilizing the right resources as the right time, on projects for deriving ideal project solutions. IDS functions as one unified center, meaning we provide these solutions cost effectively and efficiently.

Relevant Experience Designing for Community Impact: IDS has completed projects throughout Southern California and Riverside County, giving us an awareness of the climate and environmental factors impacting design and engineering. We cater each of our projects to the specific environmental and community needs for sustained success. One of the most sustainable techniques of design is to improve upon an already developed site. Our facility assessment experience is extensive. We have investigated the ability to re-furbish and re-use existing infrastructure as detailed in our Project Experience. Our experience working with Public Works, Healthcare Facilities and Educational Campuses means we design for proficient functionality and operational effectiveness so that services remain reliable.

Team Expertise: Our award-winning architectural team is staffed with experienced and licensed architects and engineers who have extensive experience in the design and management of retrofit and renovation projects. Our architectural services include architectural planning and design for new or existing structures, tenant improvements, alternatives analysis, preparation and presentation of models, renderings, and photo simulations. IDS' Project Manager, John Silber, brings over 35 years of architectural design, collaborating with municipalities and regional agencies across Southern California. He has overseen teams that provide a similar scope of services to the City.

IDS has prepared a proposal response in accordance to the RFP and adheres to the provisions described within it. IDS has reviewed the Sample Agreement and accepts the terms and conditions. We are in receipt of seven Addenda issued between September 30 through October 1, 2025. Dr. Rami Elhassan will be the City's main point-of-contact for negotiating and contractually binding the firm regarding matters pertaining to this proposal. John Silber is our proposed Principal Architect and will be supported by Project Manager, Shelley Sivak. They can be reached at 949.387.8500. Please do not hesitate to call should you have any questions.

Thank you for your consideration.
Sincerely,
IDS Group, Inc.

John Silber, AIA
Principal Architect

Rami Elhassan, PhD, PE, SE
Managing Principal / Contract Administrator

A. UNDERSTANDING AND APPROACH

PROJECT UNDERSTANDING

IDS understands the current animal shelter and rescue laws and regulations in California set by the state's Department of Animal Services. They cover a range of areas such as the treatment of animals, licensing requirements for shelters and rescues, and protocols for handling abandoned or stray animals. They also include requirements for reporting and record-keeping, as well as standards for the housing and care of animals in shelters and rescues. IDS' focus will be meeting these standards include providing adequate food, water, shelter, and medical care for animals in their care. From IDS' experience of similar project types involving animal care, IDS understands the unique needs and amenities required for a successful and functional animal shelter. IDS has taken time to investigate the existing site and building conditions and what is needed to properly renovate and rehabilitate the existing buildings to meet current codes and standards.

IDS will explore all options, re-use, expansion and demolition, and the relative construction costs associated with each to provide an optimal solution to this unique design problem. As a full service design firm, IDS Group has teams of architects, planners, interior designers, along with our civil, structural and mechanical/plumbing and electrical engineering groups to provide integrated design solutions that optimize functionality and site utilization while working with our in-house construction cost estimators to perform in real-time detailed cost-benefit analyses.

Lastly, IDS will work with the City of Banning and various stakeholders and user groups to ensure the smooth process of the design and planning of this project. IDS uses tried and true methods of interviewing, programming and planning of complex public projects and has a proven track record of design excellence.

PROJECT APPROACH

IDS will approach this project with the City's priorities in mind. The primary objectives of this project are expediency and accuracy. The IDS team is full of architects and engineers who are experienced in working together and starting projects simultaneously resulting in a very well-coordinated team with a developed rapport and intricate understanding of every member's role. Due to our ability to work simultaneously on aa project we can assure that there is no time lost waiting for answers or feedback and we can review each other's work while completing our own. The goal is to be able to present to the city staff the available options for their animal shelter to be developed into a working facility as soon as possible. It is not lost on IDS that animal control facilities are essential and the urgency with which this project must be accomplished. It is also apparent that the fastest way to any task is to ensure accuracy throughout the process to avoid significant changes or delays.

Task 1: Facility Assessment

A team of IDS architects and engineers will conduct a comprehensive assessment of the Animal Shelter aimed at evaluating the condition, functionality, compliance and future needs of the facility to form planning, maintenance and investment decisions. This will be done by:

- Conducting a thorough physical assessment of all existing structures, systems, and site infrastructure, including:
  - Building structural integrity
  - Electrical, plumbing, and HVAC systems
  - Site drainage
  - Animal care facilities and related infrastructure
- Identifying and prioritizing necessary repairs, code compliance issues, and improvements.
- Providing an itemized cost estimate for bringing the facility up to acceptable operational standards for an animal shelter.

Upon completion of the Draft Facility Assessment Report, IDS will send it to the city for review. Within a week of completion we will schedule a 'Feasibility Kickoff" meeting to discuss the findings and challenges paying particular attention to the immediate occupancy of the structure as well as answer and questions the city has prepared. Collaboratively we will determine what changes we need to make to the assessment for the feasibility assessment.

Task 2: Feasibility Analysis

Using the information gained from the facility assessment and kickoff meeting, we will assess relevant considerations for the interim and/or permanent use of the animal shelter facility. IDS will develop a needs assessment with the City of Banning and the participating stakeholders using available regional data from the County of Riverside. Property and code research will be performed in order to identify project constraints and required improvements. IDS will provide a comparative analysis of the following alternatives:

- Maintain current size and use
  - Interim and long-term comparisons where applicable
- Expand for Regional Use
  - Evaluate Likely Stakeholders and their inclusion in this project
- Other Feasible Options
  - Discuss relevant options for long-term use and their inclusion in the conceptual design such as:
    - Landscaping improvements for animal care
    - Street improvements for increased access

Upon the analysis of the needs and capacity assessments, IDS will call a 'Conceptual Kickoff' meeting to discuss the preliminary conclusions with city staff. This meeting will be to review the preliminary findings and finalize a direction for the feasibility report and conceptual designs. In particular, we will discuss what type of options the city will want to see in the conceptual design and consequently what our feasibility analysis will be based upon.

Upon the development of the conceptual 'design intent' the feasibility analysis will continue in conjunction with the

conceptual design development. Once both the Draft Feasibility Report and the Draft Conceptual Designs are developed IDS will send a package to the City Staff. Simultaneously, these draft documents will be used to determine itemized costs for occupancy and maintenance of the different concepts.

Task 3: Site Planning and Conceptual Design

Based on the 'Conceptual Kickoff' meeting, IDS will develop 3 conceptual designs as well as an existing conditions plan. Upon developing a 'design intent' of the concept designs, IDS will send said information to the city for their input. The exact level of detail provided in the 'design intent' will vary based on the conformance with the results of the 'Conceptual Kickoff'.

It is anticipated that the project schedule will not allow time for a full review with the City so instead should IDS have any concerns the project manager will schedule a call with the City's Project Manager point of contact to discuss. Similarly, should the City's Project Manager have any questions or concerns with the 'design intent' provided they should schedule a call with the IDS Project Manager to discuss. To the extent that is feasible, development of the conceptual design will not stop during said coordination.

Upon development of the conceptual 'design intent' the feasibility analysis will continue in conjunction with the conceptual design development. These designs are anticipated to include upgrades required for occupancy including: necessary improvements, proposed building/use areas, phased development opportunities.

Once both the Draft Feasibility Report and the Draft Conceptual Designs are developed IDS will send a package to the City Staff. Simultaneously, these draft documents will be used to determine high-level cost estimates for the improvements shown in the concepts.

Task 4: Final Report and Recommendations

Upon the completion of the itemized cost estimates IDS will schedule a meeting with City Staff to discuss the various options provided and results of the draft reports prepared. IDS will present our preliminary recommendations to the city for feedback and incorporation into the executive summary. Additionally, City Staff will review the documentation provided and recommend any additional exhibits for presentation to city council.

IDS will finalize and consolidate the reports into one final report and distribute it to the city. IDS will prepare the agreed upon exhibits for presentation to council. IDS will attend up to two city council meetings, present their findings, and answer questions.

DELIVERABLES

Final Comprehensive Report and Executive Summary

- Facility Assessment Report
  - Findings and recommendations including repairs, studies, and guidelines for the existing infrastructure's occupancy and use as animal control facility
  - Findings and recommendations of the improvements to the infrastructure and site for the occupancy and use as animal control facility
  - Itemized cost estimate to bring the facility up to acceptable operational standards in accordance with the findings in

the report
  - Exhibits showing existing floor plans and features
  - Draft Report Prepared and Submitted prior to Final Comprehensive Report
    * Meeting with City Staff to review findings
- Feasibility Analysis Report
  - Stakeholder interviews (3 meetings anticipated)
    * Project Manager will be available for in-person interview and online capabilities will be held for additional project staff as needed
  - Evaluate capacity of current animal intake and service facility
  - Evaluate current and projected demand of animal intake and service facilities for City of Banning, and relevant stakeholders in region
  - Assess the Facility Assessment Report for feasibility and implementation, demand and capacity comparison, develop future capacities for expansion

    Includes identification of constraints, considerations and demands expanded from Facility Assessment Report
  - Itemized cost estimate for continued operating cost for occupancy of the shelter
    * 10-years of operations starting from 2026 for use as described in Facility Assessment Report and Feasibility Analysis
    * Similar comparisons including expanded capacity for regional use with other stakeholders
- Site Planning and Conceptual Design
  - Existing Conditions Plan
    * Documented site conditions and map documents overlay where relevant
  - Conceptual Site Plans
    * Concept drawings using satellite imagery, record drawings, site photos, and record maps
    * Estimate expanded footprint(s) in accordance with Feasibility Report
    * Estimate required site usage in accordance with Feasibility Report, available mapping, stakeholder meetings, and code research (ie. Parking, drainage, grading)
    * Estimate required open space / landscaping area for different capacities or configurations proposed
  - Three (3) site plans including: one (1) site plan maintaining existing infrastructure/capacity for interim use and two (2) site plans with expanded regional use in collaboration with City and stakeholders
  - High-level cost estimate for each concept
- Executive Summary
  - Recommendations for interim and long-term use based on reports and concepts
- Presentation Exhibits
- City Council Meetings
  - Up to 2 meetings to answer questions and discuss findings

ASSUMPTIONS

- Riverside county will provide operational costs associated with the care and use of animal shelters
- Timely review (5 working days or less) of all 'draft' and 'progress' deliverables by City Staff
- Stakeholder's participation and needs will be determined within 3 meetings and limited email coordination
- Revisions to draft reports and plans will be limited to 1 per task and will be incorporated into Final Report

EXCLUSIONS

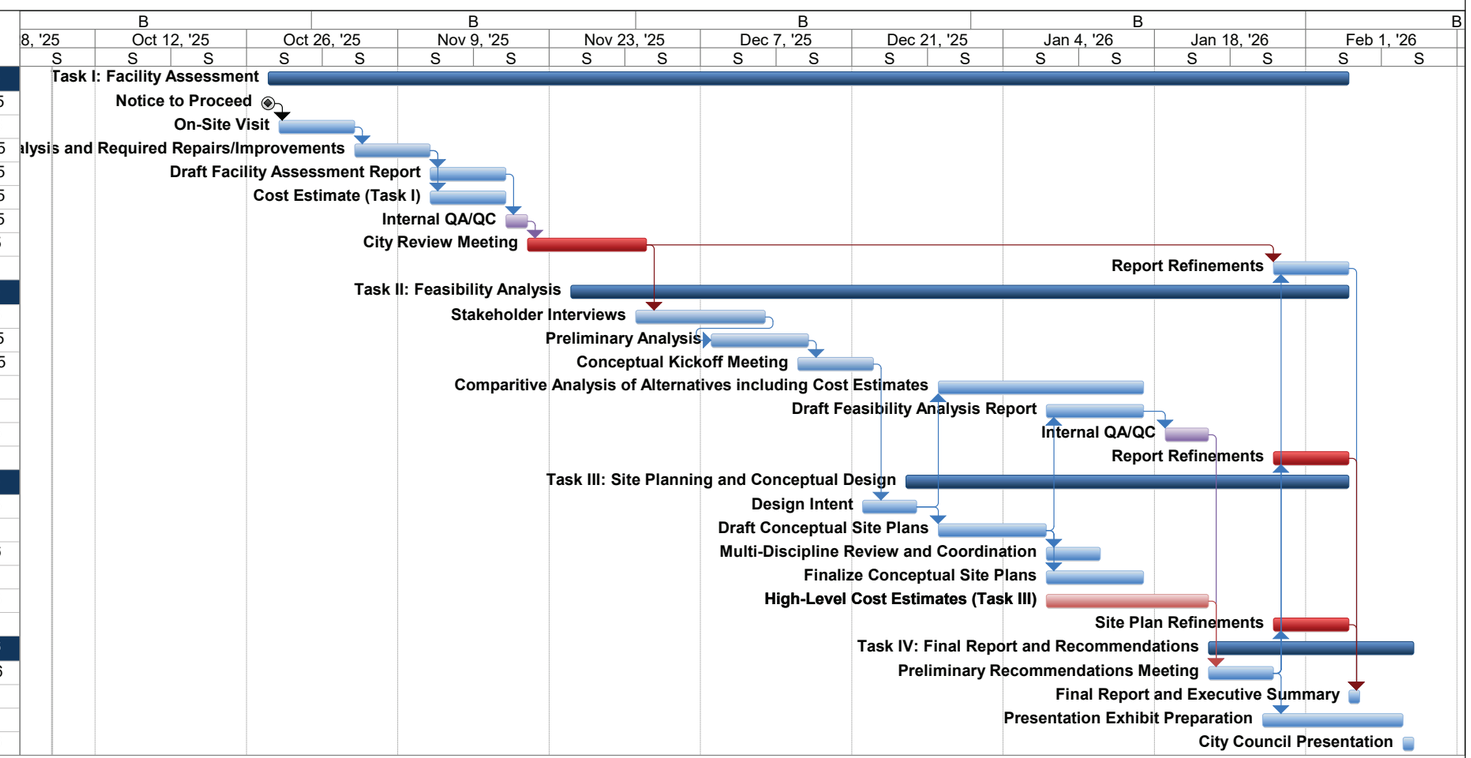
- Interviews and surveys not explicitly stated herein
- Destructive testing or material sampling of any kind
- Seismic evaluations
- Video/Camera inspections of utility lines and ducts
- Topographic survey
- Traffic engineering reports and recommendations
- Construction level design plans, specifications, and estimates.
- Engineering calculations as part of construction level drawings including, but not limited to: structural, title 24, drainage, water quality, etc.
- Revisions to deliverables exceeding what is explicitly stated
- Conceptual and/or preliminary plans not explicitly stated above

10/8/2025

THE CITY OF BANNING ANIMAL SHELTER

IDS GROUP

ID	Task Name	Duration	Start	Finish
1	**Task I: Facility Assessment**	**67 days**	**Tue 10/28/25**	**Wed 2/4/26**
2	Notice to Proceed	1 day	Tue 10/28/25	Tue 10/28/25
3	On-Site Visit	5 days	Wed 10/29/25	Tue 11/4/25
4	Code Analysis and Required Repairs/Improvements	5 days	Wed 11/5/25	Tue 11/11/25
5	Draft Facility Assessment Report	5 days	Wed 11/12/25	Tue 11/18/25
6	Cost Estimate (Task I)	5 days	Wed 11/12/25	Tue 11/18/25
7	Internal QA/QC	2 days	Wed 11/19/25	Thu 11/20/25
8	City Review Meeting	5 days	Fri 11/21/25	Mon 12/1/25
9	Report Refinements	5 days	Thu 1/29/26	Wed 2/4/26
10	**Task II: Feasibility Analysis**	**47 days**	**Tue 11/25/25**	**Wed 2/4/26**
11	Stakeholder Interviews	10 days	Mon 12/1/25	Fri 12/12/25
12	Preliminary Analysis	7 days	Mon 12/8/25	Tue 12/16/25
13	Conceptual Kickoff Meeting	5 days	Tue 12/16/25	Mon 12/22/25
14	Comparitive Analysis of Alternatives including Cost Estimates	14 days	Mon 12/29/25	Fri 1/16/26
15	Draft Feasibility Analysis Report	7 days	Thu 1/8/26	Fri 1/16/26
16	Internal QA/QC	4 days	Mon 1/19/26	Thu 1/22/26
17	Report Refinements	5 days	Thu 1/29/26	Wed 2/4/26
18	**Task III: Site Planning and Conceptual Design**	**28 days**	**Fri 12/26/25**	**Wed 2/4/26**
19	Design Intent	3 days	Mon 12/22/25	Fri 12/26/25
20	Draft Conceptual Site Plans	7 days	Mon 12/29/25	Wed 1/7/26
21	Multi-Discipline Review and Coordination	3 days	Thu 1/8/26	Mon 1/12/26
22	Finalize Conceptual Site Plans	7 days	Thu 1/8/26	Fri 1/16/26
23	High-Level Cost Estimates (Task III)	11 days	Thu 1/8/26	Thu 1/22/26
24	Site Plan Refinements	5 days	Thu 1/29/26	Wed 2/4/26
25	**Task IV: Final Report and Recommendations**	**13 days**	**Fri 1/23/26**	**Tue 2/10/26**
26	Preliminary Recommendations Meeting	4 days	Fri 1/23/26	Wed 1/28/26
27	Final Report and Executive Summary	1 day	Thu 2/5/26	Thu 2/5/26
28	Presentation Exhibit Preparation	9 days	Wed 1/28/26	Mon 2/9/26
29	City Council Presentation	1 day	Tue 2/10/26	Tue 2/10/26



Task		Project Summary		Inactive Task		Duration-only		Finish-only	
Split		External Tasks		Inactive Milestone		Manual Summary Rollup		Progress	
Milestone		External Milestone		Inactive Summary		Manual Summary		Deadline	
Summary		Inactive Task		Manual Task		Start-only			

B. COMPANY INFORMATION

FIRM QUALIFICATIONS

IDS Group, Inc. (IDS) is a multidisciplinary design firm with roots spanning over 60 years. Our longevity comes from integrating all specialized divisions under one roof giving our clients a premium customer experience by creating a "one-stop-shop" of design professionals. Not only does "IDS" stands for Integrated Design Services, our 90-plus staff brings a mixture of curiosity, technical expertise, building and infrastructure experience to all projects, applying these skills to each project's unique circumstances, and creating project success.

IDS has offices in Irvine, Los Angeles, Corona and Encinitas, California, ensuring local knowledge and providing our clients with quick response times. As a multidisciplinary engineering and architectural firm, IDS has the practical knowledge, insight, and resources to offer our clients comprehensive services and specialized solutions.

Our corporate infrastructure creates optimum utilization of resources for our staff, maximizing service efficiency. IDS is committed to project excellence, providing turnkey design solutions to the building and infrastructure industries. As an award-wining professional engineering/architectural consulting firm specializing in the design and renovation, evaluation and assessment, and construction administration for a wide range of clients and facilities.

Our project history demonstrates thoroughness and accuracy in our investigation and production of construction documents in accordance with established state procedures and guidelines, as well as having an efficient response time without diminishing the accuracy of the work.

Business Information	
Company Ownership	IDS is a California Corporation
Contacts	**Rami Elhassan, PhD, PE, SE** Principal / Contract Administrator 949.387.8500 x 113 rami.elhassan@idsgi.com **John Silber, AIA** Principal Architect 949.387.8500 x 154 john.silber@idsgi.com
Location of Company Offices	IDS Group, Inc. **(Corporate Office)** 1 Peters Canyon Road, Suite 130 Irvine, California 92606 T: 949.387.8500 **(Additional Offices)** Corona Office: 980 Montecito, Suite 205 Corona, CA 92879 T: 619.768.6784 Los Angeles Office: 11845 West Olympic Boulevard Ste 715E Los Angeles, California 90061 T: 323.800.6500 Encinitas Office: 336 Encinitas Blvd., Suite 110 Encinitas, CA 92024 T: 619.768.6784
Number of Employees	90
Disclosures	Litigation, mediation, or arbitration in the past 5 years: **NONE** Claims or disciplinary action in the past 5 years = **NONE**

Our services include the following:

- Architectural Design
- Landscape Architecture Design
- Mechanical, Electrical & Plumbing Engineering Design
- LEED Planning/ Certification
- Access Compliance (ADA)
- Energy Assessment
- Building Evaluations and Modifications
- Forensic Investigation
- Risk Assessment and Reduction
- Constructability and Design Review
- Structural Engineering Design
- Civil Engineering Design
- Cost Estimating

Architectural Services

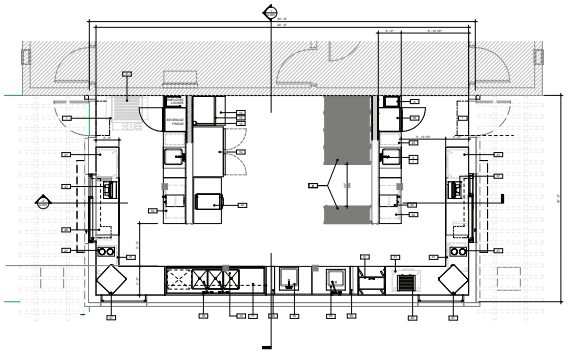
Our award-winning **Architecture** division provides architecture, design, planning, programming, project management and renovation services to public and private clients throughout California. Our architectural services involve building assessments, alterations, and modifications, accessibility studies, ADA compliance studies and design, fire and life safety assessment and design, code review, space planning, remodeling, repair of damaged and deteriorated structures, and expansions and additions to existing facilities. The project experience of IDS staff encompasses new construction, renovation, re-adaptation, and tenant improvements to a variety of building types.

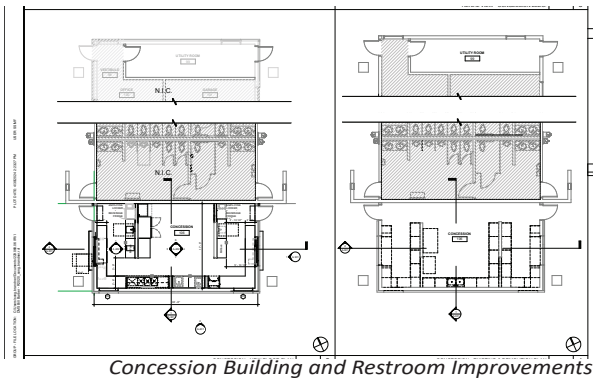
County of Orange, Brea Library Renovation

We manage projects, with proficiency in:

- Interacting with project stakeholders
- Conducting facility needs assessments & master plans
- Providing planning phase duties
- Preparing schematic designs, design development documents, and construction documents
- Developing construction cost estimates

Our architectural team will assure the City an approach that is industry leading, practical, responsive, and affordable. They work closely with our in-house engineering divisions to ensure the ultimate in design coordination. From the initial project programming and preliminary design concept to completion of construction, our work reflects innovative approaches to solving even the most complex space and design problems.





Concession Building and Restroom Improvements
Deanna Manning Stadium at Bill Barber Park

Repair and Rehabilitation of Structures: IDS has successfully completed repair and rehabilitation design for many structures, including buildings and parking structures. We have performed numerous evaluations and studies of existing facilities and have produced reports, rehabilitation documents and cost analyses for many projects.

Forensic Investigation and Assessment Experience: IDS performs engineering and architectural assessments of building structures. We have conducted site investigation and testing to determine existing properties and construction details, assessing deterioration and defects, and providing appropriate remediation.

Accessibly Designed
City of Lancaster Mariposa Park

ADA Access Compliance

Our expert ADA (Americans with Disabilities Act) and CASp compliance team offers detailed Path of Travel (PoT) facility surveys and preparation of Transitional Plans, plan reviews, training, and product consulting on a regular basis to local government, federal, and state clients, healthcare facilities, large corporations.

Bidding and Construction Administration Support

IDS provides practical, cost effective, fast/efficient solutions; high-quality construction documents and drawings; and significant experience in construction support and on-site construction administration services for public projects. IDS will draw from insights gained through our history of involvement with civic projects. We know firsthand that our ability to adapt to the challenging operational demands is essential to meet project goals. As an example, during the pandemic, IDS worked with several clients, conducting Zoom meetings, Bluebeam QA sessions, and continuous communications via email and phone. IDS has maintained measures to ensure your objectives and goals are efficiently achieved and our team adheres to milestone schedules for successful project completion.

Additional In-House Capabilities

A clear benefit that IDS offers our clients is our interdisciplinary diversified staff that delivers the expertise of seasoned engineers and architects. IDS seamlessly integrates our mechanical, electrical and plumbing design services with in-house design professionals who specialize in architecture, landscape architecture, structural, and civil, engineering, and cost estimating to provide well-rounded design capabilities for our clients as a value-added service.

Our **Structural Engineering** division is a recognized leader in the design, assessment, review, and seismic retrofit of buildings and site improvements. The depth of our work includes the design of new buildings utilizing steel, concrete, and masonry, the assessment and retrofit of numerous buildings of all sizes, the evaluation, and repair of distressed structures, peer and plan review, constructability review, and forensic engineering.

Our structural engineering services consist of the following:

- Structural design services
- Structural engineering evaluation and structural modifications
- Structural and seismic assessment
- Peer and plan review
- Seismic risk mitigation and retrofit
- Construction administration
- Expertise in the design, review, and assessment of various building components and systems

Rio Hondo College
Tower L Seismic Assessment & Upgrade

Furthermore, our structural engineering division is a recognized leader in Southern California in the assessment, review, and retrofit of existing buildings and has been honored with many structural engineering awards. Our principals and staff has published over 120 technical papers in various journals and conferences, and have participated and lectured in many workshops, seminars, and technical presentations.

Our **Mechanical/Plumbing Engineering** division is comprised of professional engineers and designers who are experts in the fields of heating, ventilating, air conditioning, plumbing, piping, and fire protection. We have provided design services for heating, ventilating, air conditioning (HVAC), plumbing, and fire protection systems for countless public projects and facilities. These projects encompass new construction, retrofit, modernization, and expansions of facilities. Our mechanical and plumbing engineering division will work closely providing the expertise of professional engineers who are authorities in the fields of HVAC, plumbing, piping, and fire protection. Our team has evaluated HVAC systems and needed upgrades in existing buildings as a part of modernization projects and as a primary

California State University,
Simpson Tower HVAC Upgrades

service. The evaluations identify the physical conditions of the systems' equipment and components; strategic planning for sites; evaluation of system performance; identification of conditions that are at variance with current building codes and standards, including but not limited to: Title 24 Energy Code, CAL Green, Title 5, Field Act and United States Green Building Council guidelines (USGBE); provide an estimate of the remaining service life for equipment, material, and components; identification of necessary maintenance requirements; need of equipment upgrades for enhancing energy savings and indoor air quality; and provide an estimate of the costs of repairs and replacements. Evaluations can include the measuring and recording or air and water flows, pressures, and temperatures. Committed to project excellence, providing turn-key design solutions to the building and infrastructure industries.

Remodel and Modernized: The evaluation of existing buildings being remodeled and modernized includes the allocation of the spaces that are available to accommodate new piping, ductwork, and equipment. The replacement HVAC system components are often larger than the original space requiring innovative solutions on how to proceed without major changes to the building's usable spaces. We have experience preparing engineering studies and analyses, reviewing plans, drawings, and specifications for new construction projects for code compliance, conducting electrical power consumption studies and field investigations, providing construction cost estimates, conceptual studies and reports, and post-construction support for various public and private clients.

Renovation and Adaptive Reuse
Yale Navigation Center

Our **Electrical Engineering** division has experience in the preparation of engineering studies and analyses, reviewing plans, drawings, and specifications for new construction projects for electrical code compliance, conducting electrical power consumption studies and field investigations, and providing construction cost estimates, concept studies and reports, and post-construction support for electrical engineering projects. Our electrical project experience includes electrical power consumption studies and field investigations; the review of plans, drawings, and specifications of new construction projects for electrical code compliance and delivering post-construction support; construction cost estimates for electrical wiring infrastructures; and drafting concept studies and reports.

Costa Mesa EV Charging Station

Power Engineering: IDS' electrical engineers have an analytical and in-depth understanding of the process of power generation, utilization, and energy management. Our clients depend on us to deliver detailed and accurate economic analysis and the proper engineering design for a successful and economically viable system operation. Our power and energy division has completed numerous major photovoltaic projects; we have achieved a successful balance of combining engineering challenges, the practicality of construction, and beneficial economic results. We can provide systems commissioning for a variety of facilities, including the support of LEED certification submittals.

Parking Lot with Solar
Riverside County Coroner Facility

LEED Experience: IDS incorporates sustainable, energy-efficient, and environmentally conscious designs as a significant component of each project. We are recognized for our use of water-efficient plant materials, re-

cycled materials, and water-efficient irrigation systems. IDS is a member of the Green Building Council, on design teams for LEED-certified building projects, and employs numerous full-time LEED Accredited Professionals.

The IDS **Civil Engineering** division offers a wide array of expertise in specializing in providing planning and entitlement, civil engineering design, surveying and mapping, construction LEED, sustainable design, and construction administration to public agencies, owners, and developers of retail, commercial, office, industrial, institutional, and residential projects.

Sustainable Engineering

The firm's project approach begins with a complete assessment of project requirements to achieve a LEED certification or provide a sustainable design without certification. To meet the project requirements our team will investigate all sustainability options including photovoltaic solar system, commercial and residential fuel cell systems, geothermal ground source heat pump systems, low energy LED lighting products, water conservation design solutions, day lighting harvesting, low-flow plumbing fixtures and high SEER air conditioning equipment.

Landscape Architecture
Entrance at Los Alamitos-Rossmoor Library

IDS provides a dedicated **LandscapeArchitecture** team that specializes in building healthy places for communities through the practices of landscape architecture and ecological restoration. The team focuses on the relationship between land and people where we are only as healthy as our surroundings. The majority of work lies in municipalities, counties and other California agencies working closely with clients and stakeholder groups to design and build healthy communities and improve quality of life. The projects designed draw from natural and cultural histories of the land and improve the natural ecological systems. Our expertise includes historic preservation, adaptive re-use, cultural landscapes, cultural and natural history interpretation, ecological restoration, sustainable design, drought tolerant planting, low water irrigation systems, and context-integrated design.

Our in-house **Cost Estimation Services** are provided by experienced cost estimators, supporting both new construction and complex renovation projects supplying knowledge for a variety of tenant improvement types. Utilizing the latest in cost control methods, IDS ensures clients' projects are well planned and expertly executed. In the delivery of its cost services, IDS provides reliable, accurate estimates while meeting its client's most critical deadlines.

Building Information Modeling (BIM)

Building on decades of hands-on experience in BIM, IDS is committed to creating value for our clients through innovative and fully integrated design solutions. IDS' BIM platform helps improve project efficiency by optimizing performance and response-time of visualizations and simulations to create unprecedented data rich models. Our clients are experiencing the benefits of BIM that extend long past the completion of a project - including improved constructability, better-performing buildings and more efficient project delivery as well as construction cost savings, schedule compression and energy reductions.

Architecture Rendering, Maywood Teen Center

We have completed numerous BIM projects ranging from large civic projects such as John Wayne Airport Terminal Expansion to K-12 School projects, to private commercial buildings. IDS has assisted with the development of BIM standards for public and private organizations. With the advances of rendering technology, IDS maintains several state-of-the-art rendering programs to provide simulations and effective presentations.

C. COMPANY PERSONNEL

In this section, IDS has identified the Key Team Members who will perform services for this Facility Assessment and Feasibility Analysis project in the following table. The Key Personnel Table includes a listing of their associated project tasks, and California license and registration numbers. Key Team Members have access to all of the resources listed on the Organization Chart. The Organization Chart illustrates the roles of each team member and reporting structure. Our staff members have worked independently or teamed on projects with similar deliverables. They have collaboratively provided architectural and engineering services for numerous projects.

Resumes for key staff have been included immediately following the Organization Chart.

For this project, IDS will be able to utilize all resources in-house and will not require the services of subconsultants.

Key Personnel Table

NAME	PROJECT ROLE	PHONE	LICENSE
Rami Elhassan, PhD, PE, SE	Principal,-in-Charge, Structural Engineering	949.387.8500	CA #S3930 CA #C46592
John Silber, AIA	Principal Architect, Architecture Design, Site Planning, Concept Design, Stakeholder Involvement and Engagement	949.387.8500	CA #C15573
Shelley Sivak, RA, LEED AP	Project Management, Architecture Design, Site Planning, Concept Design, Stakeholder Involvement and Engagement	949.387.8500	CA #C33767
Quentin Montrie, LEED AP	Architecture Design, Site Planning, Concept Design, Stakeholder Involvement and Engagement	949.387.8500	
Victor Mercado, PE, SE	Structural Engineering, Building and Related Infrastructure Condition Assessment, Needs Assessment, Feasibility Analysis	619.768.6784	CA #S5020 CA #C65325
Adrian Anderson, PE	Civil Engineering, Facility Condition Assessment, Site Drainage, Feasibility Analysis, Parking/Circulation, Site Planning, Concept Design	949.387.8500	CA #C60955
Paul Murray, PE	Civil Engineering, Facility Condition Assessment, Site Drainage, Feasibility Analysis, Parking/Circulation, Site Planning, Concept Design	949.387.8500	CA #C74559
Silman Ruiz, PE	Civil Engineering, Facility Condition Assessment, Site Drainage, Feasibility Analysis, Parking/Circulation, Site Planning, Concept Design	951.631.8550	CA #94658
Darren Smith, PE, BEAP	Mechanical/Plumbing, HVAC, Facility Condition Assessment, Feasibility Analysis, Site Planning, Concept Design	949.387.8500	CA #M30841
Andrew Bussey, PE	Mechanical/Plumbing, HVAC, Facility Condition Assessment, Feasibility Analysis, Site Planning, Concept Design	949.387.8500	CA #M25330
Anthony Zanotti, PE	Mechanical/Plumbing, HVAC, Facility Condition Assessment, Feasibility Analysis, Site Planning, Concept Design	949.387.8500	CA #M36110
Kevin Barnes	Mechanical/Plumbing, HVAC, Facility Condition Assessment, Feasibility Analysis, Site Planning, Concept Design	949.387.8500	
Steven Collins, PE, LEED AP	Electrical, Facility Condition Assessment, Feasibility Analysis, Site Planning, Concept Design	949.387.8500	CA #E22805
Manolito Ocampo, PE	Electrical, Facility Condition Assessment, Feasibility Analysis, Site Planning, Concept Design	949.387.8500	CA #16367
Bob Kramer	Electrical, Facility Condition Assessment, Feasibility Analysis, Site Planning, Concept Design	949.387.8500	
Stuart McKnight	Electrical, Facility Condition Assessment, Feasibility Analysis, Site Planning, Concept Design	949.387.8500	
Faisal Dakhil	Cost Estimating	619.768.6784	
Sheldon Jackson	Cost Estimating	619.768.6784	
Jill Van Sickle, PLA, ASLA	Stakeholder Involvement and Engagement, Landscape Architecture	619.768.6784	CA #5804
Kristen Gros, PLA, ASLA, LEED AP ND	Stakeholder Involvement and Engagement, Landscape Architecture	619.768.6784	CA #6288

ORGANIZATION CHART

TEAM STAFFING

Rami Elhassan, PhD, PE, SE*
Managing Principal / Contract Administrator

John Silber, AIA*
Principal Architect

Shelley Sivak, RA, LEED AP*
Project Manager

*Key Team Members

ARCHITECTURE TEAM

Quentin Montrie, LEED AP*
Senior Project Designer

Aysan Nejad, PhD, AIA, LEED AP, BD+C, WELL AP
Senior Project Architect

Song Brandner, RA, LEED GA
Project Architect

LANDSCAPE ARCHITECTURE

Jill Van Sickle, PLA, ASLA,*
Lead Landscape Architect

Support Staff

Kristen Gros, PLA, ASLA, LEED AP ND
Ruoxi Cao, LEED AP ND

STRUCTURAL ENGINEERING

Victor Mercado, PE, SE*
Lead Structural Engineer

Support Staff

Jaime Rosenbach, PE, SE
John Van Valkenburg, PE, SE
Mohsen Kargahi, PhD, PE
Steve Uthoff, PE, SE
Ellen Wu, PhD, PE
Ghazaleh Laleh, PhD, PE

MECHANICAL/ PLUMBING ENGINEERING

Darren Smith, PE, BEAP*
Lead Mechanical Engineer

Support Staff

Anthony Zanotti, PE*
Andrew Bussey, PE*
Ronnie Jimenez, LEED BD+C
Ron Magno
Kevin Barnes*

ELECTRICAL ENGINEERING

Steven Collins, PE, LEED AP*
Lead Electrical Engineer

Support Staff

Manolito Ocampo, PE
Bob Kramer*
Michael Reed
Stuart McKnight*

CIVIL ENGINEERING

Adrian Anderson, PE*
Lead Civil Engineer

Support Staff

Paul Murray, PE*
Silman Ruiz, PE
Jason Wetterich, PE
Christian Chang, PE
Narith Lao, PE, PLS, QSD
Abbegail Roman-Esperanza

COST ESTIMATION

Faisal Dahkil*
Lead Cost Estimator

Support Staff

Sheldon Jackson*

John Silber, AIA

Principal Architect

35+ years of experience

EDUCATION:

Master of Architecture, Southern California Institute of Architecture

PROFESSIONAL REGISTRATION:

Professional Architect:
California #C15573

An award-winning architect with more than three decades of extensive experience working on a wide range of projects both the public and private sectors. John's upfront planning and design efforts are instrumental in creating sites and structures that fit seamlessly with their surroundings, are carefully attuned to their use, and contribute to making lasting and meaningful places. John's projects have ranged in scope from minor facility upgrades to new construction, assessment and renovation projects for various project types including, office buildings, commercial buildings, education, and healthcare.

As Project Manager, John will be responsible for overseeing the technical adequacy and design of all work orders assigned by the City and will monitor the progress of each project to ensure the City's goals and objectives are intertwined within the design.

Relevant Project Experience:

- Riverside County Sheriff's, Tenant Improvements at Various Facilities Various Locations
- City of Irvine Civic Center Public Safety Tenant Improvements | Irvine, CA
- City of Santa Ana City Hall Tenant Improvements | Santa Ana, CA
- City of Fountain Valley, City Hall Improvements | Fountain Valley, CA
- Rincon del Diablo Municipal Water District Office Building Improvements Escondido, CA
- City of Rancho Cucamonga Family Resources Center Rehabilitation Project | Rancho Cucamonga, CA
- County of Orange, Yale Navigation Center | Santa Ana, CA
- City of Perris Senior Center Multipurpose and Nutrition Room Improvements | Perris, CA
- City of Perris Bob Glass Gym Community Program Enhancement Project Perris, CA
- County of Orange Santiago Oaks Park - Parking Lot & Patio Upgrade Orange, CA
- City of Commerce Veterans Memorial Park Recreation Center Commerce, CA
- City of Maywood Teen Center Conversion | Maywood, CA
- City of Industry, New Banquet Hall Expo Center | City of Industry, CA
- City of Irvine Sweet Shade Park Recreation Center | Irvine, CA
- City of Irvine, Deanna Manning Stadium & Bill Barber Improvement Project| Irvine, CA

IDS GROUP

Rami Elhassan, PhD, PE, SE

Principal/Contract Administrator

30+ years of experience

EDUCATION:

Doctorate, Earthquake and Structural Engineering; University of California, Los Angeles

PROFESSIONAL REGISTRATION:

Professional Structural Engineer: California #S3930;

Professional Civil Engineer: California #C46592

Mr. Elhassan has over 30 years of experience in the design and analysis of buildings. He has managed and performed structural design and evaluation services of buildings and structures for many clients from the private and public sectors.

Mr. Elhassan has done extensive work related to the earthquake design, evaluation, plan review, and retrofit of buildings and parking structures, using concrete, masonry, wood and steel construction, and conventional and advanced-technology earthquake-resistant schemes. He possesses a strong background in the structural and earthquake engineering and design that requires the practical application of advanced technology earthquake protective systems. He has also performed state-of-the-art analytical, research and experimental work, and published and presented over 35 technical papers on structural analysis and design.

He has extensive experience in the analysis and design of structures using state-of-the-art computer programs and design tools, and using UBC, CBC, FEMA (178, 310, 273, 356, 350 - 353), ASCE, DGS, UC, CSU seismic criteria / classifications, and other codes and guidelines.

Relevant Project Experience

- City of Murrieta, Town Square Park, New Building and Amphitheater Murrieta, CA
- City of Rialto, Citywide Park Buildings Renovation| Rialto, CA
- City of Lancaster, Samaritan's Purse (formerly El Dorado) Park Revitalization | Lancaster, CA
- City of Commerce, Veteran's Memorial Park Recreation Center Commerce, CA
- City of Glendora, Finkbiner Park Restroom and Community Room Building | Glendora, CA
- City of Lancaster, Mariposa Park Renovation | Lancaster, CA
- City of Pomona Civic Center Plaza and Park Repair | Pomona, CA
- Los Angeles County, Belvedere Park Gymnasium Assessment | Los Angeles, CA
- Los Angeles County, Obregon Park Gym Roof Replacement | East Los Angeles, CA
- City of San Bernardino, Speicher Memorial Park Ballfield Improvements San Bernardino, CA
- Los Angeles County, Internal Services Department, As-Needed Architectural & Engineering Services | Various Locations, CA

Shelley Sivak, RA, LEED AP

Project Manager

Ms. Sivak has been involved in architecture and interior design for more than 25 years, shaping space, and bringing life to urban and suburban settings, which create a strong sense of place. Shelley specializes in reviewing the state of the existing building and evaluating its size and layout for the intended use, identifying the need for repair, renovation, and expansion.

As Project Manager, Shelley will be responsible for overseeing the technical adequacy and design of all work orders assigned by the City and will monitor the progress of each project to ensure the District's goals and objectives are intertwined within the design.

25+ years of experience

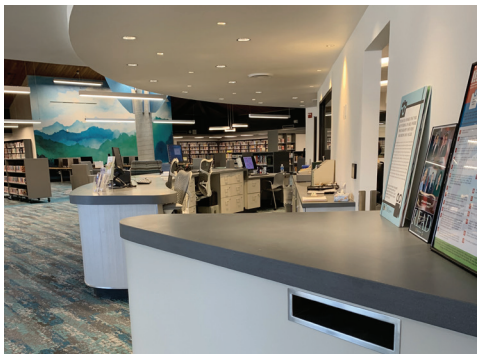
EDUCATION:

Master of Architecture, California State Polytechnic University, Pomona

PROFESSIONAL REGISTRATION:

Professional Architect:
California #C33767

LEED Accredited Professional



Relevant Project Experience:

- Orangewood Children & Family Center Secure Vestibule & Lobby Upgrades | Orange, CA
- County of Orange, Yale Navigation Center | Santa Ana, CA
- City of Irvine Civic Center Public Safety Tenant Improvements | Irvine, CA
- Placentia Library District, Outdoor Library & Loading Dock | Placentia, CA
- Los Angeles County Library Headquarters Tenant Improvements Design Los Angeles, CA
- City of Anaheim West Tower Upgrades and Tenant Improvements Anaheim, CA
- County of Orange Dept. Public Works El Toro Library Space Planning and Architectural Improvements | Lake Forest, CA
- County of Orange Dept. Public Works Brea Library Space Planning and Architectural Improvements | Brea, CA
- County of Orange Dept. Public Works Los Alamitos-Rossmoor Library Space Planning and Architectural Improvements | Seal Beach, CA
- County of Orange Dept. Public Works La Habra Library Architectural-Engineering Improvements |
  La Habra, CA
- Placentia Library District Loading Dock, Electric Vehicle Charging Station, and Outdoor Library | Placentia, CA
- City of Coachella Library Annex Renovation | Coachella, CA
- City of Escondido Architectural-Engineering Design Services for the Escondido Library Critical Infrastructure & Modernization |
  Escondido, CA

Quentin Montrie, LEED AP

Senior Project Designer

Quentin has over 25 years of experience as a Senior Design Architect for program-driven, interdisciplinary architecture, master planning, and urban design projects. Quentin's expertise includes comprehensive technical design details and documentation for public agencies and master planning. Quentin is a highly effective presenter and lecturer to government review boards and large community audiences.

25+ years of experience

EDUCATION:

BS, Architecture, University of Maryland, College Park

PROFESSIONAL REGISTRATION:

LEED Accredited Professional

Relevant Project Experience:

- Riverside County Sheriff's Department, Palm Desert Sheriff Station Expansion | Palm Desert, CA
- City of Perris Senior Center Multipurpose and Nutrition Room Improvements | Perris, CA
- City of Perris Bob Glass Gym Community Program Enhancement Project Perris, CA
- Riverside County Sheriff's Dept., Larry D. Smith Correctional Facility Kitchen Modernization | Banning, CA
- Sweetwater Union HSD, L Street Facilities Assessment & Development Chula Vista, CA

Victor Mercado, PE, SE

Lead Structural Engineer

Mr. Mercado possesses more than 30 years of experience in the design and analysis of buildings for both the private and public sectors. His area of expertise includes structural design of steel structures, concrete frame or shear wall structures, masonry structures and timber structures. In addition to his structural design experience, he has worked on numerous projects involving the seismic rehabilitation, and earthquake safety evaluation of existing structure.

30+ years of experience

EDUCATION:

MS, Civil Engineering, University of California, Irvine

PROFESSIONAL REGISTRATION:

Professional Structural Engineer: California #S5020;

Professional Civil Engineer: California #C65325

Relevant Project Experience:

- City of Perris Senior Center Multipurpose and Nutrition Room Improvements | Perris, CA
- City of Perris Bob Glass Gym Community Program Enhancement Project Perris, CA
- City of Glendora Corporate Yard Improvements | Glendora, CA
- Riverside County Sheriff's Department Palm Desert Sheriff Station Expansion | Palm Desert, CA
- Orange County Veterans Services and Registrar of Voters Complex Outside Shelter | Santa Ana, CA
- Deanna Manning Stadium & Bill Barber Shade Structure Improvements Irvine, CA

Adrian Anderson, PE

Lead Civil Engineer

Adrian has over 25-years of experience with various street improvement projects ranging from new roadway alignment studies, to widening and rehabilitation, ADA access, and active transportation. He leads the civil engineering group at IDS overseeing PS&E tasks, project reports, and other civil documents.

Relevant Project Experience:

- City of Laguna Beach Pearl Street Pedestrian Safety Assessment | Laguna Beach, CA
- Topanga Canyon Charter School, Maintenance Vehicle & Pedestrian Access Way Design, Paving and Drainage Repairs | Topanga, CA City of Lancaster Samaritan's Purse Park | Lancaster, CA
- City of Lancaster Mariposa Park | Lancaster, CA
- City of Irvine Great Park Concession Building Upgrade | Irvine, CA
- City of Downey Rio San Gabriel Park | Downey, CA
- City of San Bernardino Speicher Park | San Bernardino, CA

25+ years of experience

EDUCATION:

BS, Civil Engineering, California State University, Long Beach

PROFESSIONAL REGISTRATION:

Professional Civil Engineer: California #C60955

Paul Murray, PE

Senior Civil Engineer

Mr. Murray is a highly experienced Civil Engineer, managing and designing projects from project kickoff, through entitlements, and close of construction. He has successfully designed and permitted land development projects in civic, commercial, residential, and industrial market projects throughout the United States. His experience includes efficient site design, water quality management, water main design, sanitary sewer design, site grading, road design, drainage reports, review of geotechnical reports, traffic studies, hydrology reports, ADA compliance, CEQA requirements and public hearings.

Relevant Project Experience:

- City of Carson, Wilmington Ave Street Improvements | Carson, CA
- City of Carson, East 213th Street from Chico to Wilmington Street Lighting | Carson, CA
- City of Lancaster, Mariposa Park Renovation | Lancaster, CA
- City of Downey, Rio San Gabriel Park, Green, Safe, and Active Park Improvements | Downey, CA

35+ years of experience

EDUCATION:

MS, Civil Engineering, University of Southern California;

BS, Civil Engineering, University of Southern California

PROFESSIONAL REGISTRATION:

Professional Civil Engineer: California #C78912

Silman Ruiz, PE, LEED GA

Civil Engineer

Mr. Ruiz brings over 10 years of experience in the public sector, including Due Diligence research on possible development projects, site plan development, conceptual grading and water quality/stormwater management, entitlements, and CEQA, and moving on final development plans and permits and supporting construction until project closeout. Silman has prepared grading and utility design drawings including stormwater reports (LID, WQMP, Hydrology/Hydraulics) throughout the California region and in Oregon and Utah where he has his professional engineer licenses.

Relevant Project Experience:

- City of Carson, Avalon Blvd., Street Improvements | Carson, CA
- City of Corona, Old Police Department Demolition | Corona, CA
- Riverside County Sheriff's Department, Erosion Control and Maintenance | Palm Desert, CA
- Rancho Santiago Community College Saddleback College Accessibility Route Improvement Project

10+ years of experience

EDUCATION:

BS, Civil Engineering, California State University, Fullerton

PROFESSIONAL REGISTRATION:

Professional Civil Engineer: California #C94658

Darren Smith, PE, BEAP

Lead Mechanical Engineer

Darren Smith is a registered mechanical engineer with over 25 years of experience in design bid build and design-build projects. With experience in designing and managing numerous construction projects, Darren brings cross-communication at various levels of project ownership and the flexibility needed for project task order assignments.

Relevant Project Experience:

- City of Anaheim, City Hall West Tower, HVAC Rehabilitation and Replacement | Anaheim, CA
- Metropolitan Water District of So. California Headquarters HVAC System Equipment & Chiller Plant Upgrades | Los Angeles, CA
- DGS, Atascadero State Hospital Cogen Plant | Atascadero, CA
- DGS, CA Department of Veterans Affairs, Air Handler Unit Replacement | Barstow, CA
- DGS, Ronald Reagan Building Fire Sprinkler System and Domestic Water System Repair | Los Angeles, CA
- DGS, Fairview Development Center Assessment and Housing Re-purposing Studies | Costa Mesa, CA
- Cal State Long Beach Central Utility Plant Energy Upgrade |Long Beach, CA

25+ years of experience

EDUCATION:

BS, Mechanical Engineering Technology, California State University, Long Beach

PROFESSIONAL REGISTRATION:

Professional Mechanical Engineer, California #M30841;

ASHRAE (Building Energy Auditing Professional)

Andrew Bussey, PE

Mechanical Engineer

Mr Bussey is an experienced Senior Mechanical Engineer with a passion for multi-disciplinary collaboration and creativity for commercial/industrial buildings. He brings a demonstrated history of success in the design, construction management, and commissioning of the built environment with extensive breadth and depth on a variety of project types.

30+ years of experience

EDUCATION:

BS, Environmental Engineering Solar Option, California State Polytechnic University, San Luis Obispo

PROFESSIONAL REGISTRATION:

Professional Mechanical Engineer, CA #M25330

Relevant Project Experience:

- Metropolitan Water District of So. California Headquarters HVAC System Equipment & Chiller Plant Upgrades | Los Angeles, CA
- DGS, Atascadero State Hospital New Cogen Plan Scoping Documents | Atascadero, CA
- DGS, CA Department of Veterans Affairs, Air Handler Unit Replacement | Barstow, CA
- Anaheim West Tower, HVAC Rehabilitation & Replacement | Anaheim, CA
- West Los Angeles Veterans Affairs Medical Center, Burner Equipment Replacement Sepulveda, CA

Anthony Zanotti, PE

Mechanical Engineer

Mr. Zanotti is a performance driven HVAC engineer who takes the initiative, to operate with integrity, and thrive in a fast-paced work environment Design expertise in static pressure loss, head loss, load calculations, LEED plumbing and HVAC design, pump and other HVAC unit selection, and plumbing equipment selection. Currently, Anthony oversees all phases of construction administration including submittal review, RFI's, and site visits/reports. He is proficient in Revit and AutoCad.

10+ years of experience

EDUCATION:

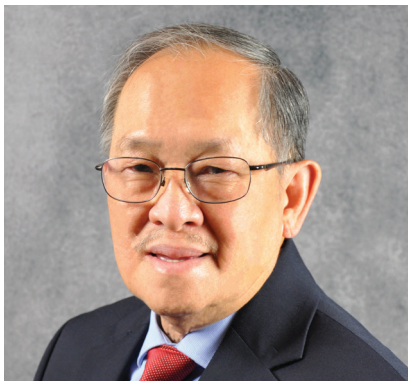
BS, Mechanical Engineering University of Southern California

PROFESSIONAL REGISTRATION:

Professional Mechanical Engineer, CA #M36110

Relevant Project Experience:

- DGS, Atascadero State Hospital New Cogen Plan Scoping Documents | Atascadero, CA
- DGS, CA Department of Veterans Affairs, Air Handler Unit Replacement | Barstow, CA
- LACCD, Los Angeles Trade Tech College, Energy Management System Campus Wide Upgrade | Los Angeles, CA
- LACCD, Los Angeles Mission College Health Fitness EMS Control System Replacement | Sylmar, CA



Ron Magno

Senior Plumbing Designer

From early design development through construction administration, Mr. Magno's precise attention to details make the projects he works on successful. His experience includes all associated equipment, fixtures selections, piping design, and specifications, including plumbing calculations, pipe sizing, and other calculations required to support the plumbing design.

Relevant Project Experience:

- Scripps Mercy Chula Vista Washer Disinfector Replacement | San Diego, CA
- Scripps Mercy Hospital Chula Vista Sterile Processing Department Air Handler Unit Replacement | Chula Vista, CA
- Los Angeles Hospital Water Softener Equipment Replacement | Los Angeles, CA
- Scripps Encinitas - New central plant with Water Softener | San Diego, CA

35+ years of experience

EDUCATION:

BS, Mechanical Engineering, Mapua Institute of Technology

Kevin Barnes

Mechanical/Plumbing Project Lead

Kevin has over 15 years of experience applying his with strong communication skills and the ability to lead mechanical and plumbing design projects to adhere to the client's satisfaction, project requirements and scope of work. Kevin has accumulated years of design experience with construction management support and construction administration. His experience ranges from installation of a package unit to serve a single room to the complete design of central plants and boiler plants to service an entire facility/campus.

Relevant Project Experience:

- Metropolitan Water District of So. California Headquarters HVAC System Equipment & Chiller Plant Upgrades | Los Angeles, CA
- Harry Hufford Building Registrar-Recorder-County-Clerk Chiller & Cooling | Norwalk, CA
- DGS, CA Department of Veterans Affairs, Air Handler Unit Replacement | Barstow, CA
- City of Anaheim, City Hall West Tower, HVAC Rehabilitation and Replacement | Anaheim, CA
- DGS, Atascadero State Hospital New Cogen Plan Scoping Documents | Atascadero, CA

15+ years of experience

EDUCATION:

BS, Mechanical Engineering Technology, California State University, Pomona

Steven Collins, PE, LEED AP

Associate Principal, Electrical

Mr. Collins brings over 25 years of experience in Electrical Engineering for Building Systems and has expertise in municipal, education, commercial, and healthcare markets. His experience includes field investigation, design, and specifications for electrical service entrance equipment, standard and emergency distribution systems, lighting systems, controls, power-to-utilization equipment and devices, fire alarm systems, and telecommunication and low-voltage raceway systems.

25+ years of experience

EDUCATION:

MS, Electrical Engineering, Rensselaer Polytechnic Institute

PROFESSIONAL REGISTRATION:

Professional Electrical Engineer: California #E22805;

LEED Accredited Professional

Relevant Project Experience:

- County of Orange Brad Gates Emergency Generator Addition Santa Ana, CA
- DGS, Junipero Serra Building Access Control & CCTV System | Los Angeles, CA
- LACCD Los Angeles Trade Tech College 4160 V Campus Wide Electrical Upgrade | Los Angeles, CA
- CSU, Los Angeles, Simpson Tower HVAC Electrical Upgrade | Los Angeles, CA
- Rincon del Diablo Municipal Water District Office Building Improvements Escondido, CA

Manolito Ocampo, PE

Electrical Engineer

Mr. Ocampo has 35 years of electrical engineering experience and has provided electrical engineering consulting services to public and private agencies for municipalities, building assessments, warehouses, tilt-ups buildings, office buildings, high rise and midrise buildings, mixed use buildings, hospitals, clinics, shopping centers, restaurant chains industrial buildings and power generating plants. His expertise includes electrical design, and power plants construction, inspections, QA/QC and audits.

35+ years of experience

EDUCATION:

BS, Electrical Engineering, in Holy Angel University in the Philippines

PROFESSIONAL REGISTRATION:

Professional Electrical Engineer: CA #E16367

Relevant Project Experience:

- Riverside County Sheriff's Department CCMU Northern Parking Lot and Fencing | Riverside, CA
- County of Los Angeles DPSS Gage Avenue Electrical Upgrade | Los Angeles, CA
- City of Irvine Public Safety Tenant Improvements | Irvine, CA
- City of La Palma City Yard Building Improvements | La Palma, CA
- Orange County Sheriff's Department Central Men's Jail Retrofit Lighting | Santa Ana, CA

Robert (Bob) Kramer

Electrical Project Lead

Mr. Kramer has over 30 years of experience as a project engineer. As an experienced NABCEP solar electrical designer, he specializes in the field of solar photovoltaic, solar thermal, architectural lighting, and electrical, instrumentation, and power distribution engineering design with automation layout in AutoCAD. His expertise is reflected in solar photovoltaic, lighting and power distribution, electrical feasibility studies, building automation systems, fire alarm systems, and medium voltage (2.4kV-5kV-12kV) utility infrastructure distribution upgrade projects.

30+ years of experience

EDUCATION:

AA, Construction Architectural Engineering Technology, Central New Mexico College

Relevant Project Experience:

- City of Irvine Great Park Photovoltaic Infrastructure Development Irvine, CA
- City of Orange Water Division Warehouse Replacement & Relocation Orange, CA
- Los Angeles CCD, Los Angeles Trade Tech College, Electric Switchboard Replacement | Los Angeles, CA
- Sweetwater Union HSD, L Street Facilities Fleet EVSE Engineering Chula Vista, CA
- Palmdale Charter School, DSA Services / CA - Building A, B & C Palmdale, CA

Stuart McKnight

Senior Electrical Designer

Mr. McKnight has over 30 years of experience in the electrical industry. Stuart has extensive experience in electrical system designs with special emphasis on educational buildings and tenant improvement electrical systems. He has designed photovoltaic systems, custom commercial and residential automation lighting systems as well as industrial conveyor systems. Additionally, Stuart has designed SCE and LA-DWP 5-kilovolt underground transformation structures for residential and commercial services.

30+ years of experience

EDUCATION:

MS, Electrical Engineering, University of Columbia, South Carolina

Relevant Project Experience:

- South Orange County CCD, Santa Ana College Building S Security Doors Santa Ana, CA
- Rancho Santiago CCD, Santa Ana College Peer Review Access Control Santa Ana, CA
- Los Angeles CCD Pierce College Mobile Restroom | Woodland Hills, CA
- City of Industry City Hall Electrical Service Upgrade and Solar Installation | City of Industry, CA
- California Polytechnic University, Pomona Lyle Center Upgrades Pomona, CA

Faisal Dakhil

Lead Cost Estimator

Mr. Dakhil has over 30 years of pre-construction, construction management, and estimating experience in a broad spectrum of projects ranging in value from $1 million to more than $250 million. Faisal has a long track record of successful jobs coming in under budget and on time, resulting in substantial client savings.

Relevant Project Experience:

- Rincon del Diablo Municipal Water District Office Building Improvements Escondido, CA
- City of La Habra Corporate Yard Upgrades and Programming Assessment La Habra, CA
- South Orange County CCD, Saddleback College Single Occupancy All Gender Restroom | Mission Viejo, CA
- City of Perris Senior Center Multipurpose and Nutrition Room Improvements | Perris, CA
- City of Commerce Veterans Memorial Park Recreation Center Commerce, CA
- City of Irvine, Bill Barber Park Shade Structures | Irvine, CA

30+ years of experience

EDUCATION:

MS, Civil Engineering, University of Southern California;

BS, Civil Engineering, University of Southern California

Sheldon Jackson

Cost Estimator

Mr. Jackson is a highly experienced Estimator and Project Manager for over 20 years, managing and estimating projects from project kickoff, Design, pre-construction, and close of construction. He has successfully designed and estimated projects in education, commercial, residential, and industrial markets throughout the western United States. Mr. Jackson has successfully managed multi-discipline projects, project scheduling, clients, stakeholders, and agency plan reviewers.

Relevant Project Experience:

- Los Angeles CCD, Mission College Child Development & Learning Centers Roof Replacement | Sylmar, CA
- Temple City, City Hall Roof Replacement | Temple City, CA
- LA Pierce College Business Building 3200 Roof Assessment Woodland Hills, CA
- Providence Mission Hospital Laguna Beach Plant Roof Replacement Laguna Beach, CA
- East Los Angeles College Structural Evaluation K5 and P4 Monterey Park, CA

20+ years of experience

EDUCATION:

BS, Mathematics, Columbia University

REGISTRATION:

Certified Project Manager

Jill Van Sickle, PLA, ASLA

Associate Principal, Landscape Architecture

Ms. Van Sickle is a senior-level licensed landscape architect with experience in site design, park and master planning, project Management, and federal government projects. She specializes in the production of creative, sustainable designs using efficient problem-solving skills and design management techniques.

Relevant Project Experience:

- Cantarini Ranch Landscape Master Plan for West Communities | Carlsbad, CA*
- City of La Mirada - Splash Aquatic Center | La Mirada, CA*
- City of San Marcos, Buelow Park| San Marcos, CA*
- City of San Marcos, Sunset Park| San Marcos, CA*
- City of Encinitas, Moonlight State Beach | Encinitas, CA*
- FormLA Landscaping, Inc., Christopher Robin Preschool | Los Angeles, CA*
- FormLA Landscaping, Inc., E Rustic Road Residence | Santa Monica, CA*

18+ years of experience

EDUCATION:

Bachelor of Landscape Architecture, cum laude, California State Polytechnic University, Pomona

PROFESSIONAL REGISTRATION:

Professional Landscape Architect: CA #5804
ASLA National and San Diego Chapters

* Prior to joining IDS

Kristen Gros, PLA, ASLA, LEED AP ND

Landscape Architecture, Community Outreach

Ms. Gros brings a multi-disciplinary and sustainability-focused understanding to landscape planning, design, and irrigation systems. Her strengths are design creativity, bid package development, public outreach, client coordination, and multi-disciplinary team management.

Relevant Project Experience:

- City of Oxnard, Durley Park Revitalization | Oxnard, CA
- City of Azusa Dog Park | Azusa, CA
- Santa Monica 19th Street Community Garden | Santa Monica, CA
- City of Lancaster, El Dorado Park Revitalization | Lancaster, CA
- City of Lancaster, Mariposa Park Renovation | Lancaster, CA
- City of La Habra, Vista Grande Dog Park | La Habra, CA
- City of Downey, Rio San Gabriel Park, Green, Safe & Active Park Improvements | Downey, CA

15+ years of experience

EDUCATION:

Master of Landscape Architecture, California State Polytechnic University, Pomona

PROFESSIONAL REGISTRATION:

Licensed Landscape Architect: CA #6288
LEED Accredited Professional Neighborhood Development

D. DISCLOSURE

IDS does not have any information to disclose regarding any and all past or current business and personal relationships with any current Banning elected official, appointed official, City employee, or family member of any current Banning elected official, appointed official, or City employee.

E. EXPERIENCE AND REFERENCES

Minimum Requirements: IDS meets all of the minimum requirements listed in the Prerequisites section of the RFP. IDS has been in business more than five years. We maintain a profile on OpenGov. IDS attended the Pre-Proposal Meeting. Professional California state licenses and registrations have been provided in the Company Personnel Section above. IDS is registered with the Department of Industrial Relations and our number 1000034536 which renews annually in June.

Financial Condition: IDS has been incorporated in California for more than 27 years. IDS averages $18M in design fees with project contracts ranging from $50,000 to $5M. IDS currently has a $2.5M line of credit with the Bank of America. IDS does not have any activities or conditions that will impact or impede our ability to perform or complete services required on this on-call contract.

Relevant Project Experience: IDS has provided relevant project experience that is similar in the Banning Animal Shelter scope. The descriptions highlight structural and condition assessment to existing structures, concept design, site revitalizations and improvements, and coordination with multiple project stakeholders. References who can speak to the services we performed are included.

IDS GROUP

Mt San Antonio College Sow-Barn and Sheep Pen

Brief Description

The IDS team provided engineering and storm water improvements to the existing Swine Unit and Sheep Sorting Pens located at Mt. San Antonio College. Due to the infeasibility of the barn and pens to infiltrate the required stormwater treatment volume on-site, an alternative compliance was proposed per Los Angeles County LID handbook. The IDS team recommended an on-site biofiltration of 1.5 times the volume of the stormwater treatment volume utilizing a Contech Modular Wetland System to "cleanse" the first flush. Hydromodification controls including underground stormwater detention to mitigate increases in flow to a nearby ditch.

Project Team: Victor Mercado | Structural; Adrian Anderson; Jason Wetterich | Civil; Darren Smith | Mechanical; Steven Collins; Manny Ocampo; Mike Reed | Electrical; Kristen Gros | Landscape; Faisal Dakhil | Cost Estimator

Services

- Architectural planning and design
- Civil Engineering & Stormwater Compliance
- Structural Engineering
- Mechanical/Plumbing Engineering
- Electrical Engineering
- Construction Cost Estimating
- Landscape Architecture
- Construction Support

Reference Information

Agency: Mt. San Antonio College
Contact: John Gaston, Special Projects Director
Address: 1100 N. Grand Ave., Walnut CA 91789
Phone: 909.274.5130
Email: jgaston1@mtsac.edu

CAL POLY POMONA, Arabian Horse Center Restoration Drainage & Water Quality Design

Brief Description

IDS completed a study of the existing drainage system of the 70-acre Arabian Horse Center (AHC) at Cal Poly Pomona. The study encompassed field surveys, data analysis, and feedback from AHC staff . Based on the findings, the IDS team recommended Low Impact Development Best Management Practices (LID BMP) to mitigate flooding and is currently designing a new drainage system. IDS Group Drainage System recommendations include:

System Upgrades and Expansion: IDS team recommended the replacement of outdated underground storm drain systems and redirecting the flow using catch basins to capture and manage stormwater runoff. The construction of new channels to direct water flow towards the storm drain system enhances the overall network connectivity to manage stormwater efficiently, particularly during periods of heavy rainfall.

Storm Water Treatment: Two primary sources of on-site pollution were sediment from undeveloped areas and pollutants from roof runoff. To handle pollution concerns, the IDS team recommended implementing channels and catch basins of appropriate size with filter inserts.

Drainage System Maintenance: Regular maintenance and monitoring of the drainage system and LID BMP, along with an Operation and Maintenance schedule, ensure the system remains functional.

Project Team: Jaime Rosenbach; Victor Mercado | Structural; Adrian Anderson; Christian Chang; Jason Wetterich; Abbegail Roman Esperanza; Paul Murray | Civil Engineering; Harry Nguyen; Abbegail Esperanza | Land Surveying; John Silber; Shelley Sivak; Song Brandner | Architecture; Faisal Dakhil; Sheldon Jackson | Cost Estimating; Steven Collins | Electrical

Services

- Architectural planning and design
- Structural Engineering
- Mechanical/Plumbing Engineering
- Electrical engineering
- Construction cost estimating
- Construction support
- Alternatives analysis

Reference Information

Contact Name: Ms. Laura Romero
Address: 3801 W. Temple Ave
Pomona, CA 91768
Phone: 909.869.4062
Email: lromero@cpp.edu

City of Santa Monica Airport
Building Structural & Seismic Evaluation

Brief Description

Under our on-call contract with the City of Santa Monica, IDS conducted property condition/building systems & seismic assessments and historical significance reviews of 12 buildings on the Santa Monica Airport campus. These assessments are the first phase to address facility issues that have developed from deferred maintenance enabling the City to prioritize recommendations and move forward as funding becomes available. The scope included the following:

- Develop a comprehensive list of all building systems, and equipment in all 12 buildings identified on an as-built plan and electronic data base.
- Determine the present condition and estimated life expectancy of each piece of equipment including a list of MR&R priorities for the next ten years and create immediate, short-term, and long-term schedules.
- Assess all aspects of the building, including but not limited to; site/parking lots, code violations, ADA, Structural, life safety, building systems (MEP) deficiencies, maintenance projections, general maintenance, high level sustainability goals, and historical significance.
- Develop cost estimates for all scopes of work, escalated out to mid-point of construction.
- Identify structures that may have historic significance and provide a high-level historic structures report identifying the significance and historic merits.
- Develop a protocol for on-going monitoring of building conditions, work performed, and records information /documentation in an appropriate data base.

Project Dates: 03/2024 - 09/2024

Project Team Members

Said Hilmy, PhD, PE, SE, LEED AP | Principal
John Silber, AIA | Principal Architect
Adrian Anderson, PE | Project Manager
Darren Smith | Mechanical Engineer
Jaime Rosenbach, PE, SE | Structural Engineer
Kristen Gros, PLA | Landscape Architect
Steve Collins, PE | Electrical Engineer
John Van Valkenburg | Structural Eng.
Sheldon Jackson | Cost Estimator

Sweetwater UHSD, L Street Facilities Assessment & Development | Chula Vista, CA

Description of Services

IDS assisted Sweetwater UHSD in evaluating several options to relocate the District's Headquarters facilities to another location to consolidate the District's administrative functions. The buildings on Fifth Avenue are in a residential area and have limited expansion and utilization prospects. IDS Group developed a study to move the District headquarters facilities and the consolidation of the school's administrative functions to the District-owned L Street facilities. The L Street Facility is a 20-acre land parcel that can provide over 380,000 SF of building space. To achieve the most benefit in response to a wide range of District requirements, the efficient reuse of existing buildings became an initial starting point to address critical needs.

IDS is providing the following services:

Study of Current Operation: The IDS team reviewed current and future space requirements with the District Facility Planning Department, engaged user groups and shareholders, to quantify the needs of future spaces, and gathered operation-level requests and requirements.

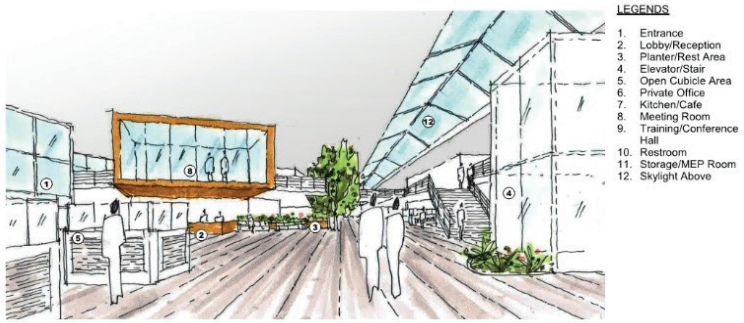
Site Investigation of the Existing Facility: The IDS team performed additional site investigations of the project properties to:

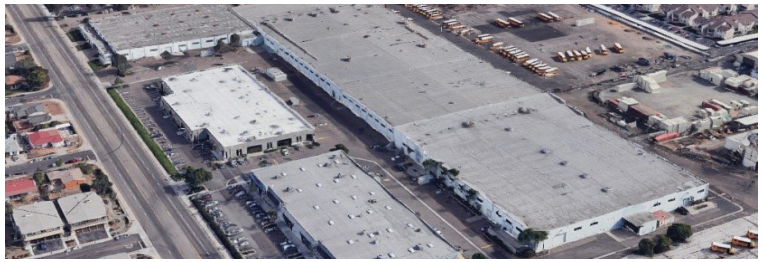
- Gain familiarity with the current site and its existing conditions;
- Review the most current information provided by the District;
- Develop an overall preliminary master plan of the site/ buildings.

Development of the Conceptual Design: IDS is provided the design for the modified buildings and site to reflect the programming needs, site utilization, and construction requirements. During this project, IDS conducted several brainstorming sessions, include continuous refinements, and provided presentations to the District.

Development of Preliminary Base of Design: Once the programming and schematic design is defined, IDS will develop a preliminary base of design, including architecture/ landscaping, civil engineering, structural engineering, mechanical and plumbing engineering, electrical engineering, and security requirements. IDS will coordinate with the District's Energy Consultant. This will be the basis of the design document, which will be needed for the project's future design development phase and will assist in estimating the project's construction cost.

Development of Cost Estimates and Schedule of Design and Construction





Project Team Members

John Silber | Architecture
Quentin Montrie | Architecture
Song Brandner | Architecture
Adrian Anderson | Civil
Jason Wetterich | Civil
Paul Murray | Civil
Victor Mercado | Structural
Bob Kramer | Electrical
Faisal Dakhil | Cost Estimator

Duration

2023- Ongoing

Role of Firm

Civil Engineering
Architectural Design
Structural Engineering
Landscape Design
Cost Estimating

Reference Information

Name: Janea Quirk
Title: Chief Facilities & Operations Officer
Phone: 619.585.6060
Email: Janea.Quirk@sweetwaterschools.org

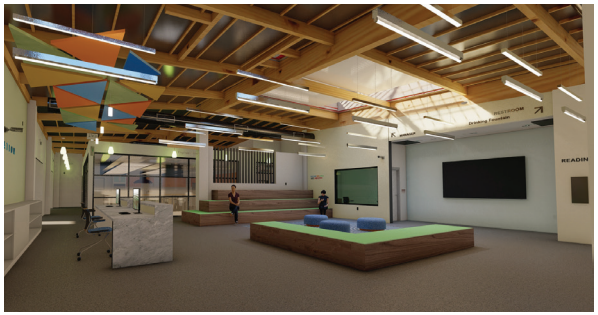
City of Maywood Teen Center

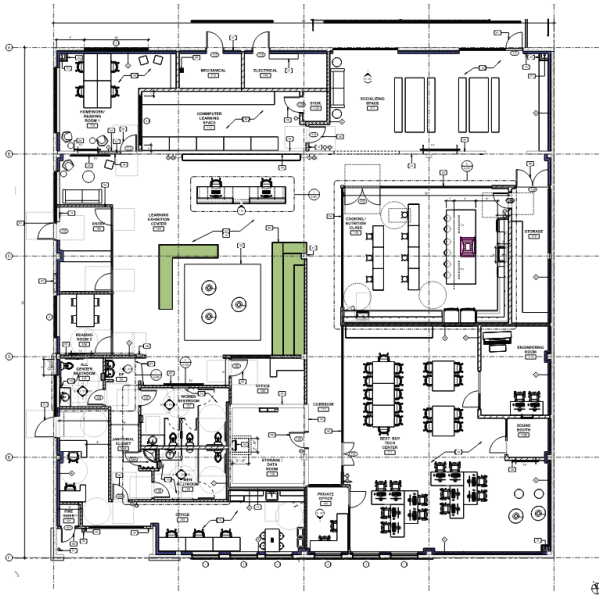
Brief Description

The City of Maywood secured funding for revitalizing underused spaces into much-needed community accessible resources. IDS is renovating a former commercial building into a multi-purpose center. The completed space will provide the facility with over 8,000 sf to host educational, recreational, health and wellness, and technology-based programs benefiting youth, young adults, and their families in a historically underserved community.

A vacant industrial-style paint shop was transformed into a vibrant teen center, bringing new life to the building and the community through thoughtful revitalization. This adaptive reuse not only dedicates the space to the development and education of the younger generation but also allows the building itself to become a tool for learning. Through the simplicity of the design, we let the architecture speak for itself. Efficiency is prioritized in various aspects of the project. A newly added skylight brings daylight and a view of the sky into the heart of the building, enhancing the atmosphere and supporting psychological well-being.

The circulation throughout the space is smooth and intuitive, guiding visitors naturally through the center. Innovation is at the core of this teen center, with flexible multi-use spaces and integrated technology that adapt to the evolving needs and interests of the youth. The facility will include cooking classrooms, a makerspace, a computer lab, and study rooms providing teens with a diverse range of spaces to learn, create, and grow.





Services

- Architectural planning and design
- Structural Engineering
- Mechanical/Plumbing Engineering
- Electrical engineering
- Construction cost estimating
- Landscape Architecture
- Construction support
- Zoning, planning & building approvals, permits and other entitlements
- Tenant improvements
- Alternatives analysis
- HVAC
- ADA Compliance

Reference Information

City of Maywood
Jennifer Vasquez, City Manager
T: 323.562.5700
E: jennifer@cityofmaywood.org
Contract Dates: June 27, 2024-Ongoing

IDS GROUP

Yale Navigation Center, Adaptive Reuse & Conversion

Brief Description

The Yale Navigation Center project included completely gutting an aging and abandoned tilt up industrial building and the addition of 20,000 sq. ft. expanding the already 44,000 sq. ft. building. The 64,000 sq foot building will be utilized for the rehabilitation and transitional programs for up to 425 homeless in Orange County with the goal of preparing them to return to a self-sufficient lifestyle. The facility includes a full commercial kitchen, health care training facilities, and over 40 office spaces for the program administration staff. The expansion/ renovation cost was approximately $25 M.

Kitchen capacity allows full meal service for the 425 residents. Indoor and outdoor dining areas double as social gathering areas. As the Navigation Center is located in a long-establish industrial park due diligence requires that potable water service size and sewer main service size available in the street be checked against demand before the County could fully commit to target resident population.

The challenges of the accelerated schedule and the drive to achieve a good neighbor design that would be acceptable to the community were addressed through continuous interaction between all IDS Group disciplines, the contractor (who was brought in during the design phase) as well as the user group which included the County officials and facility operators. Frequent communication was a must to address all the design challenges as well as several public outreach workshops with the community and full cooperation from the (a) funding sources (b) facility future operator (c) contractor, and (d) jurisdictions including the County building officials, and City of Santa Ana.

These meetings in conjunction with the implementation of the lessons learned from the operation of other shelters in Southern California were very effective resulting with positive acclamations and feedback from the user groups and the community at large.

Services

- Architectural planning and design
- Structural Engineering
- Mechanical/Plumbing Engineering
- Electrical engineering
- Construction cost estimating
- Construction support
- Office
- Residential
- Mixed-Use
- Zoning, planning & building approvals, permits and other entitlements
- Tenant Improvements
- Alternatives Analysis
- HVAC
- Street and area lighting systems
- ADA Compliance

County of Orange
Mr. Matthew Durbin, Sr. PM
T: 714.667.1626
E: matthew.durbin@ocpw.ocgov.com

Los Angeles Unified School District, Diane Edith Watson Career Training Center

Brief Description

IDS Group provided architectural and engineering services for the seismic retrofit and the conversion of an existing automotive repair facility into an adult education automotive repair training facility.

The building is a one-story tilt-up concrete structure built in 1949 with a total area of approximately 15,600 SF, including a shop, classroom, and office areas. The roof is supported by steel trusses spanning in the transverse direction. Two small mezzanines are located at the shop and the showroom area, respectively. Both were built from wood construction.

Our services included a seismic retrofit, as well as the removal and rebuilding 5,850 SF of classrooms and office space. Each classroom space required a large data distribution to support the computer labs located there. The project also included redesigning the existing electrical services to support new HVAC and equipment loads.

Record drawings for the project were not available. Therefore, we performed the site assessment and required field measurements to prepare record drawings to be used as the base documents for our design drawings. Our building assessment included an extensive testing program to confirm the actual properties of the building materials and confirm our understanding of the building's structural system components. The project scope included a complete renovation of architectural, mechanical, plumbing, and electrical systems in conjunction with the seismic retrofit; thus, extensive assessment and programming were performed for these systems. Our services included preparing construction documents and providing construction administration services.

Role of Firm

- Architectural Planning and Design
- Zoning, planning & building approvals, permits, and other entitlements
- Preparation and presentation of models, renderings, and photo simulations
- Structural, mechanical, & electrical engineering
- Tenant improvements
- Construction cost estimating
- Construction support

Riverside County Sheriff's Department, Civil Engineering Improvements

IDS GROUP

Brief Description

Palm Desert Sheriff's Station Erosion Control and Maintenance

IDS' civil engineering team is currently working on the plans and specifications that will become the Basis of Design (BOD) to provide erosion control for the Palm Desert Sheriff's Station. A water quality management plan (WQMP) to assess the area and identify erosion is also part of the scope of work. This on-call task order assignment is for the new expansion project at the sheriff's station that will accommodate essential operational needs.

Contract Value: $39,956 Project Dates: 3/2024

Coroner Bureau Parking Lot Improvements for West Facility

IDS provided civil engineering design services for the on-call task order contract with the Riverside County Sheriff's Department to redesign and grade the existing parking lot at the coroner facility in Perris, California. The 60,000 SF area is not paved and access to the parking lot is challenging, especially after a rain flooding event. The IDS team is working with the agency to make needed improvements including paving, proper grading, drainage, BMPs, and striping for the parking lot.

Contract Value: $99,654 Project Dates: 8/2021 - 3/2024

Role of Firm

- Civil Engineering
- Land Surveying
- Geotechnical Study
- Civil Improvement Plan
- Water Quality Management Plan
- Storm Water Management Plan
- Electrical Improvements
- Construction Phase Services

Reference Information

Riverside County Sheriff's Department
4095 Lemon Street, Riverside, CA 92501
Remon Tadrous,
Director Project Management Office
E: rtadrous@riversidesheriff.org
P: 951.955.5951

IDS Group
1 Peters Canyon Road, Suite 130, Irvine, CA 92606
T: 949.387.8500 ▲ F: 949.387.0800 ▲ www.idsgi.com

PRICE PROPOSAL

Summary of Fees									
Banning Animal Shelter Facility Assessment & Feasibility Analysis									
Design Disciplines	Architecture	Landscape Arch	Structural	Electrical	Mechanical/ Plumbing	Civil	Precon	Support Services	Total
Task 1: Facility Condition Assessment	$8,790.00	$675.00	$6,724.00	$6,952.00	$8,608.00	$4,284.00	$3,520.00	$0.00	$39,553.00
Task 2: Feasibility Analysis	$7,760.00	$2,710.00	$2,764.00	$2,976.00	$3,208.00	$4,204.00	$7,040.00	$0.00	$30,662.00
Task 3: Site Planning & Conceptual Design	$7,280.00	$4,240.00	$1,908.00	$2,280.00	$2,744.00	$12,540.00	$7,040.00	$0.00	$38,032.00
Task 4: Final Report & Recommendations	$14,300.00	$7,372.00	$1,784.00	$1,744.00	$2,528.00	$7,104.00	$1,408.00	$0.00	$36,240.00
Reimbursables									$0.00
TOTAL PROPOSAL FEE	**$38,130.00**	**$14,997.00**	**$13,180.00**	**$13,952.00**	**$17,088.00**	**$28,132.00**	**$19,008.00**	**$0.00**	**$144,487.00**

PRICE PROPOSAL

Banning Animal Shelter Facility Assessment & Feasibility Analysis

10/6/2025

Staff Allocations per Discipline:	TOTAL		Architecture							Landscape Arch					Structural					Electrical					Mechanical/ Plumbing					Civil					Precon		
Role/Classifications	Hours	IDS Fees	Associate Principal	Overall PM	Senior Architect (RA)	Designer	Job Captain	Subtotal		Associate Principal	Snr Landscape Architect	Landscape Designer	Subtotal		Associate Principal	Senior Proj. Eng. (SE)	BIM Designer	Subtotal		Associate Principal	Senior Proj. Eng. (PE)	CAD Designer	Subtotal		Associate Principal	Senior Project Engine	BIM Designer	Subtotal		Associate Principal	Designer	CAD Designer	Subtotal		Senior Cost Estimator	Subtotal	
A			$ 232	$ 205	$ 195	$ 165	$ 145	Hrs	Fees	$ 232	$ 155	$ 144	Hrs	Fees	$ 232	$ 196	$ 134	Hrs	Fees	$ 232	$ 196	$ 124	Hrs	Fees	$ 232	$ 196	$ 124	Hrs	Fees	$ 232	$ 170	$ 124	Hrs	Fees	$ 176	Hrs	Fees
Task 1: Facility Condition Assessment	208	$39,553	0	18	16	12	0		$8,790	1	1	2		$675	12	16	6		$6,724	12	20	2		$6,952	9	32	2		$8,608	1	18	8		$4,284	20		$3,520
Project Kick-off & Site Inspection	44	$8,683		4		4		8	$1,480	1	1		2	$387	4	4		8	$1,712	4	4		8	$1,712	1	8		9	$1,800	1	8		9	$1,592		0	$0
Code Analysis	36	$7,346		2	4			6	$1,190				0	$0	4	4		8	$1,712	4	4		8	$1,712	4	4		8	$1,712		6		6	$1,020		0	$0
Itemized cost estimate	40	$6,818		2				2	$410			2	2	$288			4	4	$536		4		4	$784		4		4	$784			4	4	$496	20	20	$3,520
Identify req'd repairs, compliance issues & Improvements	26	$4,786		2	8	4		14	$2,630				0	$0				0	$0				0	$0		8		8	$1,568		2	2	4	$588		0	$0
Draft Assessment Report	62	$11,920		8	4	4		16	$3,080				0	$0	4	8	2	14	$2,764	4	8	2	14	$2,744	4	8	2	14	$2,744		2	2	4	$588		0	$0
Task 2: Feasibility Analysis	164	$30,662	0	20	12	8	0		$7,760	5	10	0		$2,750	4	8	2		$2,764	5	8	2		$2,976	6	8	2		$3,208	2	22	0		$4,204	40		$7,040
Assess operational, spatial, and regulatory considerations	9	$1,686						0	$0	1	2		3	$542				0	$0				0	$0				0	$0	2	4		6	$1,144		0	$0
Stakeholder Interviews (3 Total)	24	$4,718		12				12	$2,460	1	2		3	$542				0	$0	1			1	$232	2			2	$464		6		6	$1,020		0	$0
Comparative Analysis of Alternatives	59	$10,642		4	8			12	$2,380	1	2		3	$542				0	$0				0	$0				0	$0		4		4	$680	40	40	$7,040
Draft Feasibility Analysis	72	$13,616		4	4	8		16	$2,920	2	4		6	$1,084	4	8	2	14	$2,764	4	8	2	14	$2,744	4	8	2	14	$2,744		8		8	$1,360		0	$0
Task 3: Site Planning & Conceptual Design	231	$38,032	0	8	12	20	0		$7,280	3	8	16		$4,240	2	6	2		$1,908	2	8	2		$2,280	4	8	2		$2,744	4	26	58		$12,540	40		$7,040
Review and Document Site Conditions	37	$5,736		2	4	4		10	$1,850	1	2		3	$542				0	$0				0	$0				0	$0		8	16	24	$3,344		0	$0
Prepare Three Conceptual Site Plan Alternatives	134	$22,012		4	8	16		28	$5,020	2	4	8	14	$2,236	2	6	2	10	$1,908	2	6	2	10	$1,888	4	6	2	12	$2,352	4	16	40	60	$8,608		0	$0
High-level Cost Estimates for Each Concept	60	$10,284		2				2	$450		2	8	10	$1,462				0	$0		2		2	$392		2		2	$392		2	2	4	$588	40	40	$7,040
Task 4: Final Report & Recommendations	213	$36,240	0	26	24	26	0		$14,300	6	20	20		$7,372	2	4	4		$1,784	2	4	4		$1,744	2	8	4		$2,528	1	20	28		$7,104	8		$1,408
Facility Assessment Findings and Costs	25	$4,482		2				2	$410				0	$0	1	2	2	5	$892	1	2	2	5	$872	1	4	2	7	$1,264		2		2	$340	4	4	$704
Feasibility Analysis and Recommendations	55	$10,238		12	8	2		22	$4,350	4	8		12	$2,168	1	2	2	5	$892	1	2	2	5	$872	1	4	2	7	$1,264		2		2	$340	2	2	$352
Conceptual Site Plans (3)	52	$8,386		2	8	8		18	$3,290	1	4	8	13	$2,004				0	$0				0	$0				0	$0	1	6	12	19	$2,740	2	2	$352
Recommended Preferred Option(s)	19	$3,382		2	4	4		10	$1,850	1	4		5	$852				0	$0				0	$0				0	$0		4		4	$680		0	$0
Presentations (2)	62	$9,752		8	4	12		24	$4,400		4	12	16	$2,348				0	$0				0	$0				0	$0		6	16	22	$3,004		0	$0
TOTAL - Hours	816		*0*	*72*	*64*	*66*	*0*	*202*		*15*	*39*	*38*	*92*		*20*	*34*	*14*	*68*		*21*	*40*	*10*	*71*		*21*	*56*	*10*	*87*		*8*	*86*	*94*	*188*		*108*	*108*	
Total Fees	*$144,487*									*$38,130*				*$14,997*					*$13,180*					*$13,952*					*$17,088*					*$28,132*			*$19,008*
Additional Support Services	$0																																				
Grand Total	$144,487																																				

AGREEMENT FOR PROFESSIONAL SERVICES (C01228) FOR ANIMAL SHELTER FACILITY ASSESSMENT AND FEASIBILITY ANALYSIS BY AND BETWEEN CITY OF BANNING AND IDS GROUP, INC.

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: _____, ("Effective Date") by and between the **CITY OF BANNING,** a California municipal corporation ("City") and IDS Group, Inc., a California Corporation, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought by a Request for a Proposal RFP 25-111 for the performance of the services for Animal Shelter Facility Assessment and Feasibility Analysis 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 its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the generally accepted professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit for the purpose intended.

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
Rami Elhassan, PhD, PE, SE	V. President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement. Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such

performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-contractor of Consultant, City shall give notice as set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, 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 One Hundred Forty-Four Thousand Four Hundred Eightly-Seven Dollars and Zero cents ($144,487.00) (the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the

information set forth in Section III of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

Payment to Consultant for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's

determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date through December 31, 2026 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 licensed 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, 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, 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 and 10 days for cancellation for non-payment of premium. If any insurance policy required under this Article is canceled or reduced in coverage, 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, 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 reasonable fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), at law or in equity, whether actual, alleged or threatened, which to the extent arise out of, are claimed to arise out of, pertain to, or relate to the 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, , except for Liabilities arising from the negligence or willful misconduct of the Indemnitees Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' reasonable approval, and shall pay all costs and expenses, including all reasonable attorneys' fees and experts' costs actually incurred in connection with such defense, however, only to the extent caused by, and on a percentage basis of fault as ultimately determined by a court of

competent jurisdiction. 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 to the extent 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, , except for Liabilities arising from the 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, 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: Holly Stuart Public Works Program Manager City of Banning 99 East Ramsey Street Banning, California 92220 Email: hstuart@banningca.gov
With a courtesy copy to:	John Pinkney, City Attorney Slovak Baron Empey Murphy & Pinkney LLP 74774 CA-111 Indian Wells, CA 92210 Email: pinkney@sbemp.com
If to Consultant:	Attn: Rami Elhassan, PhD, PE, SE, Vice President IDS Group Inc. I Peters Canyon Road, Ste I30 Irvine, CA 92606 Email: said.hilmy@idsgi.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

_____

Art Vela, Date
Intermin City Manager

ATTEST:

_____

Date
Acting Administrative City Clerk

APPROVED AS TO FORM:
Slovak Baron Empey Murphy & Pinkney LLP

_____

John O. Pinkney 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 Animal Shelter Facility Assessment and Feasibility Analysis prepared in connection therewith:

II. As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:

A. UNDERSTANDING AND APPROACH

PROJECT UNDERSTANDING

IDS understands the current animal shelter and rescue laws and regulations in California set by the state's Department of Animal Services. They cover a range of areas such as the treatment of animals, licensing requirements for shelters and rescues, and protocols for handling abandoned or stray animals. They also include requirements for reporting and record-keeping, as well as standards for the housing and care of animals in shelters and rescues. IDS' focus will be meeting these standards include providing adequate food, water, shelter, and medical care for animals in their care. From IDS' experience of similar project types involving animal care, IDS understands the unique needs and amenities required for a successful and functional animal shelter. IDS has taken time to investigate the existing site and building conditions and what is needed to properly renovate and rehabilitate the existing buildings to meet current codes and standards.

IDS will explore all options, re-use, expansion and demolition, and the relative construction costs associated with each to provide an optimal solution to this unique design problem. As a full service design firm, IDS Group has teams of architects, planners, interior designers, along with our civil, structural and mechanical/plumbing and electrical engineering groups to provide integrated design solutions that optimize functionality and site utilization while working with our in-house construction cost estimators to perform in real-time detailed cost-benefit analyses.

Lastly, IDS will work with the City of Banning and various stakeholders and user groups to ensure the smooth process of the design and planning of this project. IDS uses tried and true methods of interviewing, programming and planning of complex public projects and has a proven track record of design excellence.

PROJECT APPROACH

IDS will approach this project with the City's priorities in mind. The primary objectives of this project are expediency and accuracy. The IDS team is full of architects and engineers who are experienced in working together and starting projects simultaneously resulting in a very well-coordinated team with a developed rapport and intricate understanding of every member's role. Due to our ability to work simultaneously on aa project we can assure that there is no time lost waiting for answers or feedback and we can review each other's work while completing our own. The goal is to be able to present to the city staff the available options for their animal shelter to be developed into a working facility as soon as possible. It is not lost on IDS that animal control facilities are essential and the urgency with which this project must be accomplished. It is also apparent that the fastest way to any task is to ensure accuracy throughout the process to avoid significant changes or delays.

Task 1: Facility Assessment

A team of IDS architects and engineers will conduct a comprehensive assessment of the Animal Shelter aimed at evaluating the condition, functionality, compliance and future needs of the facility to form planning, maintenance and investment decisions. This will be done by:

- Conducting a thorough physical assessment of all existing structures, systems, and site infrastructure, including:
  - Building structural integrity
  - Electrical, plumbing, and HVAC systems
  - Site drainage
  - Animal care facilities and related infrastructure
- Identifying and prioritizing necessary repairs, code compliance issues, and improvements.
- Providing an itemized cost estimate for bringing the facility up to acceptable operational standards for an animal shelter.

Upon completion of the Draft Facility Assessment Report, IDS will send it to the city for review. Within a week of completion we will schedule a 'Feasibility Kickoff" meeting to discuss the findings and challenges paying particular attention to the immediate occupancy of the structure as well as answer and questions the city has prepared. Collaboratively we will determine what changes we need to make to the assessment for the feasibility assessment.

Task 2: Feasibility Analysis

Using the information gained from the facility assessment and kickoff meeting, we will assess relevant considerations for the interim and/or permanent use of the animal shelter facility. IDS will develop a needs assessment with the City of Banning and the participating stakeholders using available regional data from the County of Riverside. Property and code research will be performed in order to identify project constraints and required improvements. IDS will provide a comparative analysis of the following alternatives:

- Maintain current size and use
  - Interim and long-term comparisons where applicable
- Expand for Regional Use
  - Evaluate Likely Stakeholders and their inclusion in this project
- Other Feasible Options
  - Discuss relevant options for long-term use and their inclusion in the conceptual design such as:
    - Landscaping improvements for animal care
    - Street improvements for increased access

Upon the analysis of the needs and capacity assessments, IDS will call a 'Conceptual Kickoff' meeting to discuss the preliminary conclusions with city staff. This meeting will be to review the preliminary findings and finalize a direction for the feasibility report and conceptual designs. In particular, we will discuss what type of options the city will want to see in the conceptual design and consequently what our feasibility analysis will be based upon.

Upon the development of the conceptual 'design intent' the feasibility analysis will continue in conjunction with the

conceptual design development. Once both the Draft Feasibility Report and the Draft Conceptual Designs are developed IDS will send a package to the City Staff. Simultaneously, these draft documents will be used to determine itemized costs for occupancy and maintenance of the different concepts.

Task 3: Site Planning and Conceptual Design

Based on the 'Conceptual Kickoff' meeting, IDS will develop 3 conceptual designs as well as an existing conditions plan. Upon developing a 'design intent' of the concept designs, IDS will send said information to the city for their input. The exact level of detail provided in the 'design intent' will vary based on the conformance with the results of the 'Conceptual Kickoff'.

It is anticipated that the project schedule will not allow time for a full review with the City so instead should IDS have any concerns the project manager will schedule a call with the City's Project Manager point of contact to discuss. Similarly, should the City's Project Manager have any questions or concerns with the 'design intent' provided they should schedule a call with the IDS Project Manager to discuss. To the extent that is feasible, development of the conceptual design will not stop during said coordination.

Upon development of the conceptual 'design intent' the feasibility analysis will continue in conjunction with the conceptual design development. These designs are anticipated to include upgrades required for occupancy including: necessary improvements, proposed building/use areas, phased development opportunities.

Once both the Draft Feasibility Report and the Draft Conceptual Designs are developed IDS will send a package to the City Staff. Simultaneously, these draft documents will be used to determine high-level cost estimates for the improvements shown in the concepts.

Task 4: Final Report and Recommendations

Upon the completion of the itemized cost estimates IDS will schedule a meeting with City Staff to discuss the various options provided and results of the draft reports prepared. IDS will present our preliminary recommendations to the city for feedback and incorporation into the executive summary. Additionally, City Staff will review the documentation provided and recommend any additional exhibits for presentation to city council.

IDS will finalize and consolidate the reports into one final report and distribute it to the city. IDS will prepare the agreed upon exhibits for presentation to council. IDS will attend up to two city council meetings, present their findings, and answer questions.

DELIVERABLES

Final Comprehensive Report and Executive Summary

- Facility Assessment Report
  - Findings and recommendations including repairs, studies, and guidelines for the existing infrastructure's occupancy and use as animal control facility
  - Findings and recommendations of the improvements to the infrastructure and site for the occupancy and use as animal control facility
  - Itemized cost estimate to bring the facility up to acceptable operational standards in accordance with the findings in

the report
  - Exhibits showing existing floor plans and features
  - Draft Report Prepared and Submitted prior to Final Comprehensive Report
    * Meeting with City Staff to review findings
- Feasibility Analysis Report
  - Stakeholder interviews (3 meetings anticipated)
    * Project Manager will be available for in-person interview and online capabilities will be held for additional project staff as needed
  - Evaluate capacity of current animal intake and service facility
  - Evaluate current and projected demand of animal intake and service facilities for City of Banning, and relevant stakeholders in region
  - Assess the Facility Assessment Report for feasibility and implementation, demand and capacity comparison, develop future capacities for expansion
    Includes identification of constraints, considerations and demands expanded from Facility Assessment Report
  - Itemized cost estimate for continued operating cost for occupancy of the shelter
    * 10-years of operations starting from 2026 for use as described in Facility Assessment Report and Feasibility Analysis
    * Similar comparisons including expanded capacity for regional use with other stakeholders
- Site Planning and Conceptual Design
  - Existing Conditions Plan
    * Documented site conditions and map documents overlay where relevant
  - Conceptual Site Plans
    * Concept drawings using satellite imagery, record drawings, site photos, and record maps
    * Estimate expanded footprint(s) in accordance with Feasibility Report
    * Estimate required site usage in accordance with Feasibility Report, available mapping, stakeholder meetings, and code research (ie. Parking, drainage, grading)
    * Estimate required open space / landscaping area for different capacities or configurations proposed
  - Three (3) site plans including: one (1) site plan maintaining existing infrastructure/capacity for interim use and two (2) site plans with expanded regional use in collaboration with City and stakeholders
  - High-level cost estimate for each concept
- Executive Summary
  - Recommendations for interim and long-term use based on reports and concepts
- Presentation Exhibits
- City Council Meetings
  - Up to 2 meetings to answer questions and discuss findings

ASSUMPTIONS

- Riverside county will provide operational costs associated with the care and use of animal shelters
- Timely review (5 working days or less) of all 'draft' and 'progress' deliverables by City Staff
- Stakeholder's participation and needs will be determined within 3 meetings and limited email coordination
- Revisions to draft reports and plans will be limited to 1 per task and will be incorporated into Final Report

IDS GROUP

EXCLUSIONS

- Interviews and surveys not explicitly stated herein
- Destructive testing or material sampling of any kind
- Seismic evaluations
- Video/Camera inspections of utility lines and ducts
- Topographic survey
- Traffic engineering reports and recommendations
- Construction level design plans, specifications, and estimates.
- Engineering calculations as part of construction level drawings including, but not limited to: structural, title 24, drainage, water quality, etc.
- Revisions to deliverables exceeding what is explicitly stated
- Conceptual and/or preliminary plans not explicitly stated above

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

a. In-person meetings and/or teleconferences.

b. Email updates/questions to applicant team and City while reviews are underway.

c. Conference calls.

IV. All work product is subject to review and acceptance by City. If the City determines that any work product is unacceptable, for any reason, it must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT "B"
SPECIAL REQUIREMENTS

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works," Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and Subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
>
> **Date_____ Signature_____**

12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including, without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates as attached as Exhibit C-1:

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-contractor labor, supplies, equipment, materials, and travel properly charged to the Services.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

Summary of Fees									
Banning Animal Shelter Facility Assessment & Feasibility Analysis									
Design Disciplines	Architecture	Landscape Arch	Structural	Electrical	Mechanical/ Plumbing	Civil	Precon	Support Services	Total
Task 1: Facility Condition Assessment	$8,790.00	$675.00	$6,724.00	$6,952.00	$8,608.00	$4,284.00	$3,520.00	$0.00	$39,553.00
Task 2: Feasibility Analysis	$7,760.00	$2,710.00	$2,764.00	$2,976.00	$3,208.00	$4,204.00	$7,040.00	$0.00	$30,662.00
Task 3: Site Planning & Conceptual Design	$7,280.00	$4,240.00	$1,908.00	$2,280.00	$2,744.00	$12,540.00	$7,040.00	$0.00	$38,032.00
Task 4: Final Report & Recommendations	$14,300.00	$7,372.00	$1,784.00	$1,744.00	$2,528.00	$7,104.00	$1,408.00	$0.00	$36,240.00
Reimbursables									$0.00
TOTAL PROPOSAL FEE	$38,130.00	$14,997.00	$13,180.00	$13,952.00	$17,088.00	$28,132.00	$19,008.00	$0.00	$144,487.00

Banning Animal Shelter Facility Assessment & Feasibility Analysis

10/6/2025

Staff Allocations per Discipline	TOTAL		Architecture							Landscape Arch					Structural				
Role/Classifications	Hours	IDS Fees	Associate Principal	Overall PM	Senior Architect (RA)	Designer	Job Captain	Subtotal		Associate Principal	Snr Landscape Architect	Landscape Designer	Subtotal		Associate Principal	Senior Proj. Eng. (SE)	BIM Designer	Subtotal	
A			$ 232	$ 205	$ 195	$ 165	$ 145	Hrs	Fees	$ 232	$ 155	$ 144	Hrs	Fees	$ 232	$ 196	$ 134	Hrs	Fees
Task 1: Facility Condition Assessment	208	$39,553	0	18	16	12	0		$8,790	1	1	2		$605	12	16	6		$6,724
Project Kick-off & Site Inspection	44	$8,683		4		4		8	$1,480	1	1		2	$387	4	4		8	$1,752
Code Analysis	36	$7,346		2	4			6	$1,190				0	$0	4	4		8	$1,752
Itemized cost estimate	40	$6,818		2				2	$430			2	2	$288			4	4	$536
Identify req'd repairs, compliance issues & Improvements	26	$4,786		2	8	4		14	$2,630				0	$0				0	$0
Draft Assessment Report	62	$11,920		8	4	4		16	$3,080				0	$0	4	8	2	14	$2,784
Task 2: Feasibility Analysis	164	$30,662	0	20	12	8	0		$7,760	5	10	0		$2,730	4	8	2		$2,784
Assess operational, spatial, and regulatory considerations	9	$1,686						0	$0	1	2		3	$542				0	$0
Stakeholder Interviews (3 Total)	24	$4,718		12				12	$2,460	1	2		3	$542				0	$0
Comparative Analysis of Alternatives	59	$10,642		4	8			12	$2,380	1	2		3	$542				0	$0
Draft Feasibility Analysis	72	$13,616		4	4	8		16	$2,920	2	4		6	$1,084	4	8	2	14	$2,784
Task 3: Site Planning & Conceptual Design	231	$38,032	0	8	12	20	0		$7,280	3	8	16		$4,240	2	6	2		$1,908
Review and Document Site Conditions	37	$5,736		2	4	4		10	$1,850	1	2		3	$542				0	$0
Prepare Three Conceptual Site Plan Alternatives	134	$22,012		4	8	16		28	$5,020	2	4	8	14	$2,236	2	6	2	10	$1,908
High-level Cost Estimates for Each Concept	60	$10,284		2				2	$430		2	8	10	$1,462				0	$0
Task 4: Final Report & Recommendations	213	$36,240	0	26	24	26	0		$14,300	6	20	20		$7,172	2	4	4		$1,784
Facility Assessment Findings and Costs	25	$4,482		2				2	$430				0	$0	1	2	2	5	$892
Feasibility Analysis and Recommendations	55	$10,238		12	8	2		22	$4,310	4	8		12	$2,108	1	2	2	5	$892
Conceptual Site Plans (3)	52	$8,186		2	8	8		18	$3,290	1	4	8	13	$2,004				0	$0
Recommended Preferred Option(s)	19	$3,382		2	4	4		10	$1,850	1	4		5	$852				0	$0
Presentations (2)	62	$9,752		8	4	12		24	$4,400		4	12	16	$2,348				0	$0
TOTAL - Hours	816		***0***	***72***	***64***	***66***	***0***	***202***		***15***	***39***	***38***	***92***		***20***	***34***	***14***	***68***	
Total Fees		***$144,487***							***$38,130***					***$14,997***					***$13,180***
Additional Support Services		$0																	
Grand Total		$144,487																	

Exhibit "C-1"-2

Electrical						Mechanical/ Plumbing						Civil						Precon		
Associate Principal	Senior Proj. Eng. (PE)	CAD Designer	Subtotal			Associate Principal	Senior Project Engine	BIM Designer	Subtotal			Associate Principal	Designer	CAD Designer	Subtotal			Senior Cost Estimator	Subtotal	
$ 232	$ 196	$ 124	Hrs	Fees		$ 232	$ 196	$ 124	Hrs	Fees		$ 232	$ 170	$ 124	Hrs	Fees		$ 176	Hrs	Fees
12	20	2		$6,952		9	32	2		$8,608		1	18	8		$4,284		20		$3,520
4	4		8	$1,712		1	8		9	$1,800		1	8		9	$1,592			0	$0
4	4		8	$1,712		4	4		8	$1,712			6		6	$1,020			0	$0
	4		4	$784			4		4	$784				4	4	$496		20	20	$3,520
			0	$0			8		8	$1,568			2	2	4	$588			0	$0
4	8	2	14	$2,744		4	8	2	14	$2,744			2	2	4	$588			0	$0
5	8	2		$2,976		6	8	2		$3,208		2	22	0		$4,204		40		$7,040
			0	$0					0	$0		2	4		6	$1,144			0	$0
1			1	$232		2			2	$464			6		6	$1,020			0	$0
			0	$0					0	$0			4		4	$880		40	40	$7,040
4	8	2	14	$2,744		4	8	2	14	$2,744			8		8	$1,360			0	$0
2	8	2		$2,280		4	8	2		$2,744		4	26	58		$12,540		40		$7,040
			0	$0					0	$0			8	16	24	$3,344			0	$0
2	6	2	10	$1,888		4	6	2	12	$2,352		4	16	40	60	$8,608			0	$0
	2		2	$392			2		2	$392			2	2	4	$588		40	40	$7,040
2	4	4		$1,744		2	8	4		$2,528		1	20	28		$2,504		8		$1,408
1	2	2	5	$872		1	4	2	7	$1,264			2		2	$340		4	4	$704
1	2	2	5	$872		1	4	2	7	$1,264			2		2	$340		2	2	$352
			0	$0					0	$0		1	6	12	19	$2,740		2	2	$352
			0	$0					0	$0			4		4	$880			0	$0
			0	$0					0	$0			6	16	22	$3,304			0	$0
21	40	10	71			21	56	10	87			8	86	94	188			108	108	
				$13,952						$17,088						$28,132				$19,008

Exhibit “C-1”-3

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EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City in accordance with the schedule attached as Exhibit D-1.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

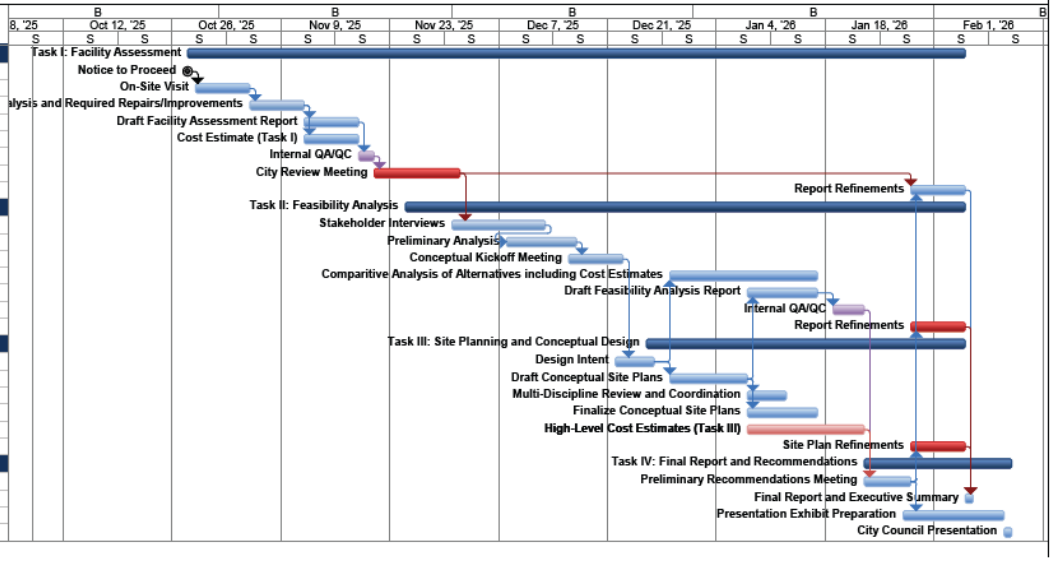
SCHEDULE

10/8/2025

THE CITY OF BANNING
ANIMAL SHELTER

IDS GROUP

ID	Task Name	Duration	Start	Finish
1	**Task I: Facility Assessment**	67 days	Tue 10/28/25	Wed 2/4/26
2	Notice to Proceed	1 day	Tue 10/28/25	Tue 10/28/25
3	On-Site Visit	5 days	Wed 10/29/25	Tue 11/4/25
4	Code Analysis and Required Repairs/Improvements	5 days	Wed 11/5/25	Tue 11/11/25
5	Draft Facility Assessment Report	5 days	Wed 11/12/25	Tue 11/18/25
6	Cost Estimate (Task I)	5 days	Wed 11/12/25	Tue 11/18/25
7	Internal QA/QC	2 days	Wed 11/19/25	Thu 11/20/25
8	City Review Meeting	5 days	Fri 11/21/25	Mon 12/1/25
9	Report Refinements	5 days	Thu 1/29/26	Wed 2/4/26
10	**Task II: Feasibility Analysis**	47 days	Tue 11/25/25	Wed 2/4/26
11	Stakeholder Interviews	10 days	Mon 12/1/25	Fri 12/12/25
12	Preliminary Analysis	7 days	Mon 12/8/25	Tue 12/16/25
13	Conceptual Kickoff Meeting	5 days	Tue 12/16/25	Mon 12/22/25
14	Comparitive Analysis of Alternatives including Cost Estimates	14 days	Mon 12/29/25	Fri 1/16/26
15	Draft Feasibility Analysis Report	7 days	Thu 1/8/26	Fri 1/16/26
16	Internal QA/QC	4 days	Mon 1/19/26	Thu 1/22/26
17	Report Refinements	5 days	Thu 1/29/26	Wed 2/4/26
18	**Task III: Site Planning and Conceptual Design**	28 days	Fri 12/26/25	Wed 2/4/26
19	Design Intent	3 days	Mon 12/22/25	Fri 12/26/25
20	Draft Conceptual Site Plans	7 days	Mon 12/29/25	Wed 1/7/26
21	Multi-Discipline Review and Coordination	3 days	Thu 1/8/26	Mon 1/12/26
22	Finalize Conceptual Site Plans	7 days	Thu 1/8/26	Fri 1/16/26
23	High-Level Cost Estimates (Task III)	11 days	Thu 1/8/26	Thu 1/22/26
24	Site Plan Refinements	5 days	Thu 1/29/26	Wed 2/4/26
25	**Task IV: Final Report and Recommendations**	13 days	Fri 1/23/26	Tue 2/10/26
26	Preliminary Recommendations Meeting	4 days	Fri 1/23/26	Wed 1/28/26
27	Final Report and Executive Summary	1 day	Thu 2/5/26	Thu 2/5/26
28	Presentation Exhibit Preparation	9 days	Wed 1/28/26	Mon 2/9/26
29	City Council Presentation	1 day	Tue 2/10/26	Tue 2/10/26



Split		External Tasks		Inactive Milestone		Manual Summary Rollup		Progress											
Milestone		External Milestone		Inactive Summary		Manual Summary		Deadline											
Summary		Inactive Task		Manual Task		Start-only													

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CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Bonnie Johnson, Interim Administrative Services Director** **Michelle Green, Interim Administrative Services Director**
MEETING DATE:	**December 9, 2025**
SUBJECT:	**Consideration of Resolution 2025-174, A Resolution of the City Council of the City of Banning Making Findings for Unexpended Development Fees in Accordance with Government Code Section 66000 and Reviewing and Accepting Annual Development Fee Disclosure Information.**

RECOMMENDATION:

Adopt Resolution 2025-174.

BACKGROUND:

To promote transparency and ensure that development-related mitigation fees are used appropriately and within required timeframes, the State Legislature enacted AB 1600, known as the Mitigation Fee Act ("Act"). The Act applies to development impact fees imposed or increased on or after January 1, 1989, and is codified in Government Code Section 66000 et seq.

Under the Mitigation Fee Act, local agencies must prepare an annual consolidated report detailing the receipt and use of Development Impact Fees. The report fulfills the annual reporting requirements for Fiscal Year 2024–2025 and the Act's five-year reporting requirements.

For the prior fiscal year, Government Code Section 66006(b)(1) requires disclosure of the following information:

1. A description of each fee program.
2. The fee amounts.
3. Beginning and ending fund balances.
4. Total revenues, including interest earnings.
5. A list of public improvements funded with the fees, the expenditures for each improvement, and the percentage of each project funded by fees.
6. The anticipated start date for any incomplete public improvements for which sufficient funds have been collected.
7. A description of any interfund transfers or loans, including the purpose, repayment terms, and interest rate, if applicable.
8. Any refunds or allocations made pursuant to Government Code Sections 66001(e) and 66001(f).

Additionally, Government Code Section 66001(d)(1) requires that for the fifth fiscal year following the first deposit into a fee account—and every five years thereafter—the City make specific findings for any unexpended funds, whether committed or uncommitted. These findings must include:

1. The purpose for which the fees will be used.
2. Demonstration of a reasonable relationship between the fee and its intended purpose.
3. Identification of all anticipated funding sources and amounts needed to complete any incomplete improvements.
4. The approximate dates when the additional funding is expected to be deposited.

JUSTIFICATION:

Government Code Section 66006 requires cities that impose development impact fees to prepare an annual accounting of those fees, including detailed information on revenues, expenditures, and fund balances. The statute also requires agencies to provide specific findings supporting the continued retention of any fees that have remained unexpended or uncommitted for more than five years.

In addition, Government Code Section 66001 mandates that agencies make the findings outlined in Section 66001(d)(1) every five years for each impact fee fund. These findings—addressing the purpose of the fee, the reasonable relationship between the fee and the improvement, the sources and amounts of funding needed to complete the improvements, and anticipated funding timelines—must be included as part of the annual reporting process.

Council approval of the attached reports and findings is necessary to comply with these statutory requirements.

FISCAL IMPACT:

Not applicable.

ALTERNATIVES:

Do not approve, which may result in noncompliance with the Government Codes abovementioned.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2025-174.docx
2. Exhibit A to Resolution 2025-174d: Banning AB1600 Reporting.docx

RESOLUTION 2025-174

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, MAKING FINDINGS FOR UNEXPENDED DEVELOPMENT FEES IN ACCORDANCE WITH GOVERNMENT CODE SECTION 66000 AND REVIEWING AND ACCEPTING ANNUAL DEVELOPMENT FEE DISCLOSURE INFORMATION

WHEREAS, the Mitigation Fee Act, Government Code Section 66000 et seq., authorizes the City to impose, collect, and expend mitigation fees to offset the impacts of development within the City; and

WHEREAS, among the procedural requirements mandated by the Mitigation Fee act is a requirement that each year the City make specified findings regarding any portion of fees that remain unexpended; and

WHEREAS, the City has deposited all development impact fees received into separate non-comingled capital facilities funds, and each capital facilities fees fund is for separate purpose; and

WHEREAS, the City has the following development impact fee types: General Facilities, Police Facilities, Fire Facilities, Traffic Facilities, Park Development, Water Capital Facilities and Wastewater Capital Facilities; and

WHEREAS, the City also wishes to memorialize that is has made public certain information pursuant to the annual information disclosure requirements of Government Code Section 66006(b), including but not limited to the amount of the fee, the beginning and ending balance in each fee fund, and the interest thereon.

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

The recitals set forth above are true and correct and incorporated herein by reference.

SECTION 1. The City Council has considered the information contained herein including the staff report and the City of Banning Government Code 66000 et seq Annual and Five-Year Reporting for Fiscal Year 2024-25 (attached as Exhibit A).

SECTION 2. The City Council has reviewed and made findings consistent with the City of Banning Government Code 66000 et seq Annual and Five-Year Reporting for Fiscal Year 2024-25 (attached as Exhibit A).

PASSED, APPROVED AND ADOPTED this 9th day of December, 2025.

_____
, Mayor
City of Banning

ATTEST:

_____
Sandra Calderon,
Acting Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Acting Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-174, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of December, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Acting Deputy City Clerk,
City of Banning, California

EXHIBIT A

City of Banning Government Code 66000 et seq Annual and Five-Year Reporting for Fiscal Year 2024-25

City of Banning

Government Code 66000 *et seq*

Annual and Five-Year Reporting

For Fiscal Year 2024-25

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Introduction

In California, State legislation sets certain legal and procedural parameters for the charging of development impact fees. This legislation was passed as AB1600 by the California Legislature and is now codified as California Government Code (GC) Sections 66000 through 66025 ("Mitigation Fee Act"). This State law went into effect on January 1, 1989.

Requirements for Development Impact Fee Reporting

The Mitigation Fee Act imposes certain accounting and reporting requirements with respect to the fees collected. The fees must be deposited in a special account to avoid co-mingling the fees with the City's other revenues or funds. Interest on each development fee fund or account must be credited to that fund or account and used only for those purposes for which the fees were collected.

The Mitigation Fee Act also requires any local agency that imposes development impact fees to prepare an annual report, with annual findings and five-year findings, that provides specific information about those fees. This report serves both of those functions and has been prepared for the fiscal year (FY) ended June 30, 2025, in accordance with the provisions of the California Government Code Section 66006 (b) and 66001 (d).

In addition to development impact fees, the City also collects water and wastewater capacity (connection) fees. Connection fees are typically related to utilities, such as water or wastewater, and are used to cover costs associated with expanding the associated infrastructure systems to accommodate increased demand by new development. Although connection fees are subject to different requirements than other impact fees under the Mitigation Fee Act, they are included in the annual report.

Annual Reporting Requirements

The annual reporting requirements under GC66006 include the following requirements:

(A) A brief description of the type of fee in the account or fund

(B) The amount of the fee

(C) The beginning and ending balance of the account or fund and the amount of the fees collected and the interest earned

(D) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees

(E) (i) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have

been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete
(ii) An identification of each public improvement identified in a previous report pursuant to clause (i) and whether construction began on the approximate date noted in the previous report
(iii) For a project identified pursuant to clause (ii) for which construction did not commence by the approximate date provided in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction

(F) A description of each interfund transfer or loan made from the account or fund

(G) The amount of refunds made pursuant to subdivision (e) of Section 66001

Five-Year Reporting Requirements

On the fifth fiscal year following the first deposit into the fund, and every five years thereafter, the City is required to make the following findings under GC66001. These findings are for the portion of the fee fund remaining unexpended, whether committed or uncommitted.

(H) Identify the purpose to which the fee is to be put

(I) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged

(J) Identify all sources and amounts of funding anticipated to complete financing of incomplete improvements and designate the approximate dates on which the funding is expected to be deposited

Development Impact Fees

The City collects a variety of development impact fees set under the provisions of Government Code 66000. Fees were set in two studies completed in 2019 by LSA Associates for traffic fees and Wildan and Associates for all other impact fees.

Following is a description of each of the fees charged by the City and subject to annual and five-year reporting requirements. The number preceding the fee description is the fund where fees are tracked.

(400) Police Facilities Development: This fund was created to mitigate the cost of needed additional police facilities resulting from new development that has increased the City's population. Expenditures from this fund are restricted to the development of new, or expansion of existing, police sites and the acquisition of capital equipment such as vehicles.

(410) Fire Facility Development: This fund has been created to record the financial activities related to the increased fire service level impact resulting from new development. The fee is collected at the time a building permit is requested. The fees are used to mitigate the cost of increased service levels resulting from additional population. The fees can be used to develop additional fire stations or acquire additional capital projects.

(420) Traffic Fee: Traffic Control Facilities Fees are the impact fees paid by new developments for construction of traffic signals at various locations within the City.

(430) General Facilities: This fund has been created to reserve funds obtained from new developments to update the City's General Plan and to construct City Hall Annex. Fees are collected at the time a building permit is issued and are intended to update the City Hall Facilities.

(451) Park Development: The Park Development Fund is used for the acquisition and development of parks and recreation facilities. Functions include land acquisition, planning and design, grant funding acquisition, identification and administration of rehabilitation and improvement projects, establishment and collection of developer fees, and development of leases.

(661) Water Capital Facility Fee: The Water Capital Facility Fees are a one-time charge collected from new developments or existing developments requesting new services from the City's Water Distribution System. The fees collected can be utilized for the Water Department Capital Improvement Programs.

(681) Wastewater Capital Facility Fees: The Wastewater Capital Facility Fee is a one-time charge collected from new developments or existing developments requesting new services from the City's wastewater collection system. The fees collected can be utilized for Wastewater Division Capital Improvement Programs.

The following section of the report provides both the annual report requirements as well as any five-year report requirements for each applicable impact fee fund.

Police Facilities Development Fee

Annual Findings

A. This fund was created to mitigate the cost of needed additional police facilities resulting from new development that has increased the City's population. Expenditures from this fund are restricted to the development of new, or expansion of existing, police sites and the acquisition of capital equipment such as vehicles.

B. The current fees are:

Land Use	Current Fee
Single-Family Unit	$1,200/unit
Multi-family Unit	$982/unit
Commercial	$351/1,000 sf
Office	$458/1,000 sf
Industrial	$170/1,000 sf

C. The Police Facilities Fee Fund had the following activity in FY25. This includes the beginning and ending fund balance, new fees collected, interest earned, and total expenditures made.

Fund 400 - Police Facilities	FY24-25
Beginning Balance	**305,249**
Fees Collected	554,400
Interest Earned	771
Other	
Expenditures	-
Estimated Ending Fund Balance	**860,419**
5 Year Finding	**35,048**

D. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees:

No fees were expended in fiscal year 2024-25.

E. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete:

The Police Facilities fee is based on the "existing inventory"[1] approach to determine impacts from new development. No specific projects are identified under this approach. Over the last five years the City has collected $825,371. A total of over $11 million in facility expense was identified based on the "existing inventory" method in

[1] Impact fee study for Police, Fire, Parkland and Parks, General City, Wastewater, and Water facilities was performed by Wildan Financial Services in 2019. The different cost approaches used for these fees is described in that study.

the impact fee study. The City is currently evaluating the possibility of reusing a former City Fire station to expand Police services. Facilities fees may be used for any needed improvements associated with the above facility reuse.

F. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, that date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan:

No interfund transfers or loans were made utilizing these funds during fiscal year 2024-25

G. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001:

No refunds were made during fiscal year 2024-25

Five-Year Finding

The City has **$35,048** in unexpended funds from five years ago from the Police Facility Fees.

H. Identify the purpose to which the fee will be put:

The City plans to use this fee revenue to pay for the debt service on the existing police headquarters. The City can also use police facilities fee revenues for the construction or purchase of buildings, equipment and land that are part of the system of police facilities serving new development. In addition, the City is currently evaluating the possibility of reusing a former City Fire station to expand Police services. Facilities fees may be used for any needed improvements associated with the above facility reuse.

I. Demonstrate the reasonable relationship between the fee and the purpose for which it is charged:

All new development in the City impacts public facilities. Moreover, each individual development project and its related increase in population and employment, along with the cumulative impacts of all development in the City, will adversely impact existing facilities. Thus, imposition of the fee to finance the public facilities is an efficient, practical, and equitable method of permitting development to proceed in a responsible manner. Section 66000 of the Government Code requires that a reasonable relationship exists between the need for public facilities and the type of development on which a fee is imposed. The need for public facilities is related to the level of service demanded, which varies in proportion to the equivalent dwelling units ("EDUs") generated by a

particular land use type.

J. Identify all sources and amounts of funding anticipated to complete financing of incomplete improvements for which impact fees are to be used:

The Police Facility Fees are set based on a proportional share of existing facilities to ensure that future police facilities are paid for by future development. Therefore, there is no additional funding identified in the fee study for these projects.

K. Designate the approximate dates on which the funding necessary to complete financing of those improvements will be deposited into the appropriate account or fund:

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process. Estimated dates of when complete financing will be available, as well as the estimated project start date are included below. The estimated start year will have an impact on whether or not the project moves forward with full impact fee funding or requires supplement funding.

Fire Facilities Development Fee

Annual Findings

A. This fund has been created to record the financial activities related to the increased fire service level impact resulting from new development. The fee is collected at the time a building permit is requested. The fees are used to mitigate the cost of increased service levels resulting from additional population. The fees can be used to develop additional fire stations or acquire additional capital projects.

B. The current Fire fees are:

Land Use	Current Fee
Single-Family Unit	$746/unit
Multi-family Unit	$610/unit
Commercial	$486/1,000 sf
Office	$633/1,000 sf
Industrial	$236/1,000 sf

C. The Fire Facilities Fee Fund had the following activity in FY25:

Fund 410 - Fire Facilities	FY24-25
Beginning Balance	**1,441,108**
Fees Collected	344,652
Interest Earned	3,638
Other	
Expenditures	-
Estimated Ending Fund Balance	**1,789,398**
5 Year Finding	**1,078,375**

D. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees:

No fees were expended in fiscal year 2024-25.

E. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete:

The Fire Facilities fee is based on the "existing inventory" approach to determine impacts from new development. No specific projects are identified under this approach. Over the last five years the City has collected $711,023. A total of over $11 million in facility expense was identified based on the "existing inventory" method. The City will utilize funds beginning in January 2026 for rehabilitation of Fire Station No. 2 for use by Battalion Chiefs and eventual reuse as full fire station. The City has also identified the need for a new Fire station south of Interstate 10 with an estimated cost of $15,000,000.

F. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, that date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan:

No interfund transfers or loans were made utilizing these funds during fiscal year 2024-25.

G. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001:

No refunds were made during fiscal year 2024-25.

Five-Year Finding

The City has **$1,078,375** in unexpended funds from five years ago in the Fire Facilities Fees Fund.

H. Identify the purpose to which the fee will be put:

The purpose of the Fire impact fee is to fund the fire protection facilities needed to serve new development. An impact fee is presented based on the existing facilities standard of fire protection facilities per capital.

I. Demonstrate the reasonable relationship between the fee and the purpose for which it is charged:

All new development in the City has an impact on public facilities. Moreover, each individual development project and its related increase in population and employment, along with the cumulative impacts of all development in the City, will adversely impact existing facilities. Thus, imposition of the fee to finance the public facilities is an efficient, practical, and equitable method of permitting development to proceed in a responsible manner. Section 66000 of the Government Code requires that a reasonable relationship exists between the need for public facilities and the type of development on which a fee is imposed. The need for public facilities is related to the level of service demanded, which varies in proportion to the equivalent dwelling units ("EDUs") generated by a particular land use type.

J. Identify all sources and amounts of funding anticipated to complete financing of incomplete improvements for which impact fees are to be used:

The Fire fees will be based on the demand from new development. The City has not identified other sources of funding for these facilities.

K. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete:

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process. Estimated dates of when complete financing will be available, as well as the estimated project start date are included below. The estimated start year will have an impact on whether or not the project moves forward with full impact fee funding or requires supplement funding.

General Facilities Development Fee

Annual Findings

A. This fund has been created to reserve funds obtained from new development to update the City's General Plan and to construct City Hall Annex. Fees are collected at the time a building permit is issued and are intended to update the City Hall Facilities.

B. The current General Facilities fees are:

Land Use	Current Fee
Single-Family Unit	$521/unit
Multi-family Unit	$426/unit
Commercial	$493/1,000 sf
Office	$643/1,000 sf
Industrial	$239/1,000 sf

C. The General Facilities Fee Fund had the following activity in FY25:

Fund 430 - Gen'l Facilities	FY24-25
Beginning Balance	**499,229**
Fees Collected	275,352
Interest Earned	1,279
Other	
Expenditures	(1,800)
Estimated Ending Fund Balance	**774,060**
5 Year Finding	**194,727**

D. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees:

The City spent $1,800 spent on the "City Manager office reconfiguration" project in fiscal year 2024-25. One hundred percent of this project was funded with fees.

E. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete:

The General Facilities fee is based on the "existing inventory" approach to determine impacts from new development. No specific projects are identified under this approach. Over the last five years, the City has collected $544,683. A total of over $12.02 million in facility expense was identified based on the "existing inventory" method, with $6.3 million to come from impact fees and $6.8 million to come from other sources. Planned facilities include a new City Hall and a new Corporate Yard.

F. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, that date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan:

No interfund transfers or loans were made utilizing these funds during fiscal year 2023-24.

G. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001:

No refunds were made during fiscal year 2024-25.

Five-Year Finding

The City has **$194,727** in unexpended funds from five years ago from the General Facilities Fees.

H. Identify the purpose to which the fee will be put:

The City plans to use general facilities fee revenue to construct improvements to add to the system of general city facilities to serve new development. Improvements include construction or purchase of buildings, equipment and land that are part of the system of general city facilities serving new development. The City is currently out to bid with City Hall HVAC system upgrades that will utilize this funding source.

I. Demonstrate the reasonable relationship between the fee and the purpose for which it is charged:

All new development in the City impacts public facilities. Moreover, each individual development project and its related increase in population and employment, along with the cumulative impacts of all development in the City, will adversely impact existing facilities. Thus, imposition of the fee is an efficient, practical, and equitable method of permitting development to proceed in a responsible manner. Section 66000 of the Government Code requires that a reasonable relationship exists between the need for public facilities and the type of development on which a fee is imposed. The need for public facilities is related to the level of service demanded, which varies in proportion to the equivalent dwelling units ("EDUs") generated by a particular land use type.

J. Identify all sources and amounts of funding anticipated to complete financing of incomplete improvements for which impact fees are to be used:

The General Facilities Fees are set based on a proportional share of existing facilities to ensure that future general facilities are paid for by future development. Therefore, there is no additional funding identified in the fee study for these projects.

K. Designate the approximate dates on which the funding necessary to complete financing of those improvements will be deposited into the appropriate account or fund:

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates

(fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Park Facilities Development Fee

Annual Findings

A. The purpose of the parkland and parks impact fee is to fund the parkland and parks facilities needed to serve new development. The maximum justified impact fee is presented based on the existing plan standard of parkland and parks per capita.

B. The current Park fees are:

Land Use	Current Fee
Single-Family Unit	$3,840/unit
Multi-family Unit	$3,142/unit

C. The Park Facilities Fee Fund had the following activity in FY25:

Fund 451 - Park Facilities	FY24-25
Beginning Balance	**300,126**
Fees Collected	367,107
Interest Earned	758
Other	
Expenditures	(95,671)
Estimated Ending Fund Balance	**572,320**
5 Year Finding	**(45,616)**

D. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees:

The City spent $95,671 related to Lion's Park lighting project debt service. One hundred percent of this project was funded with fees.

E. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified

in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete:

The Park Facilities fee is based on the "existing inventory" approach to determine impacts from new development. No specific projects are identified under this approach. Over the last five years the City has collected over $617,936 in impact fees. Total improvements will depend on total growth as the fee is based on parks' cost per capita.

F. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, that date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan:

No interfund transfers or loans were made utilizing these funds during fiscal year 2023-24.

G. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001:

No refunds were made during fiscal year 2024-25.

Five-Year Finding

The City has **no accumulation of** unexpended funds from five years ago from the General Facilities Fees.

H. Identify the purpose to which the fee will be put:

The City plans to use parkland and parks fee revenue to purchase parkland or construct improvements to add to the system of park facilities that serves new development. The City may only use impact fee revenue to provide facilities and intensify usage of existing facilities needed to serve new development.

I. Demonstrate the reasonable relationship between the fee and the purpose for which it is charged:

All new development in the City impacts public facilities. Moreover, each individual development project and its related increase in population and employment, along with the cumulative impacts of all development in the City, will adversely impact existing facilities. Thus, imposition of the fee is an efficient, practical, and equitable method of permitting development to proceed in a responsible manner. Section 66000 of the Government Code requires that a reasonable relationship exists between the need for public facilities and the type of development on which a fee is imposed. The need for

public facilities is related to the level of service demanded, which varies in proportion to the equivalent dwelling units ("EDUs") generated by a particular land use type.

J. Identify all sources and amounts of funding anticipated to complete financing of incomplete improvements for which impact fees are to be used:

The Park Fees are set based on a proportional share of existing facilities to ensure that future park facilities are paid for by future development. Therefore, there is no additional funding identified in the fee study for these projects.

K. Designate the approximate dates on which the funding necessary to complete financing of those improvements will be deposited into the appropriate account or fund:

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Traffic Facilities Development Fee

Annual Findings

A. Traffic Control Facilities Fees are the impact fees paid by the new developments for construction of traffic control projects at various locations within the City.

B. The current fees are shown in Table F of the LSA Associates 2019 report.[2] The land uses not in this table are charged at the rate shown in the table below.

Land Uses not in Table F	Current Fee
Per Daily Trip	$653.33/trip

[2] Table F is included in Appendix I

C. The Traffic Facilities Fee Fund had the following activity in FY25:

Fund 420 - Traffic Facilities	FY24-25
Beginning Balance	**2,137,290**
Fees Collected	201,131
Interest Earned	5,407
Other	
Expenditures	(169,637)
Estimated Ending Fund Balance	**2,174,191**
5 Year Finding	**(193,187)**

D. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees:

The City spent $169,637 spent on the "ST1905 Street Improvement Sun Lakes Blvd" project in fiscal year 2024-25. One hundred percent of this project was funded with fees

E. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete:

The Traffic Facilities fee is based on the "Planned-Based"[3] approach to determine impacts from new development. Under this approach, the City identified $108.4 million in facilities to be funded by new development. Over the last five years the City has collected $2.17 million in impact fees. The City plans to use funding for both the Sun Lakes Boulevard Extension and Hargrave Grade Separation.

F. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, that date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan:

No interfund transfers or loans were made utilizing these funds during fiscal year 2023-24.

[3] The "Update of Traffic Fee Component of the Development Fee Program" was performed by LSA Associates in their 2019 study.

G. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001:

No refunds were made during fiscal year 2024-25.

Five-Year Finding

The City has **no accumulation** of unexpended funds from five years ago in the Traffic Facilities Fee Fund.

H. Identify the purpose to which the fee will be put:

The purpose of the Traffic Fee is to fund fair-share costs associated with improvements identified in the documents listed in Section 1 at build-out of the City's General Plan and to allocate those costs to development within the City. The Western Riverside Council of Governments (WRCOG) has prepared a Nexus Study and developed a Transportation Uniform Mitigation Fee (TUMF) to provide funding for improvements to freeway interchanges, railroad grade separations, and regional arterial highways on the Nexus Study Network. The City of Banning has adopted and is required to implement a compliant development mitigation program for the Nexus Study Network. Additionally, the City of Banning DIF (Signalization) has a traffic signal fee component which includes costs for new signals at several intersections Citywide. This analysis combines the existing Traffic Fee (signalization) with the current analysis to create a combined Traffic Fee program. The Traffic Fee update will be assessed to defray costs of transportation improvements at intersections that are not included in the TUMF but would require improvements due to background growth and new development within the City. This fee does not include frontage improvements and/or street segments within the City, which will be the responsibility of individual development projects. The fees will be applicable to all development within the City.

I. Demonstrate the reasonable relationship between the fee and the purpose for which it is charged:

As new development occurs, there will be an increase in demand for transportation facilities. The fees will be used to construct transportation improvements resulting in better traffic operations, to meet transportation demand from new development. The fee calculations are based on the improvements listed in the LSA Associates 2019 report that are not part of the TUMF. Improvements that are part of the TUMF are not included because development projects are required to pay the TUMF. Inclusion of those intersections already included in the TUMF would result in charging the projects twice for the same improvements.

J. Identify all sources and amounts of funding anticipated to complete financing of incomplete improvements for which impact fees are to be used:

The Traffic Fees are set to supplement the TUMF. Developers may also need to supplement a project's cost if necessary for the development to proceed.

Water Capital Facilities Development Fee

Annual Findings

A. The Water Capital Facility Fees are a one-time charge collected from new developments or existing developments requesting new services from the City's Water Distribution System. The fees collected can be utilized for the Water Department Capital Improvement Program.

B. Water fees are based on meter size. The current fees are:

Meter Size	Current Fee
¾" Meter	$5,847
1" Meter	$9,744
1 ½" Meter	$19,488
2" Meter	$31,181
3" Meter	$58,464
4" Meter	$97,441

C. The Water Capital Facilities Fee Fund had the following activity in FY25:

Fund 661 - Water Facilities	FY24-25
Beginning Balance	**3,306,911**
Fees Collected	415,122
Interest Earned	8,278
Other	
Expenditures	(277,728)
Estimated Ending Fund Balance	**3,452,583**
5 Year Finding	**1,084,196**

D. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees:

The City spent $277,728 on the "Well C8 Planning and Design" project in fiscal year 2024-25. One hundred percent of this project was funded with fees.

E. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete:

The Water Facilities fee is based on the "System Planning"[4] approach to determine impacts from new development. Under this approach, the City identified $165.83 million in facilities to be funded by new development. Over the last five years the City has collected over $2.3 million in impact fees. The City plans to construct a new water pumping station identified in the CIP to ensure the reliable flow of water throughout the community. The project is estimated at $5 to $7 million. Planning will begin in 2026-27.

F. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, that date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan:

No interfund transfers or loans were made utilizing these funds during fiscal year 2023-24.

G. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001:

No refunds were made during fiscal year 2024-25.

Five-Year Finding

The City has **$1,084,196** in unexpended funds from five years ago from the Water Fees.

H. Identify the purpose to which the fee will be put:

[4] The Wastewater projects listed for the Water Capital Facilities Fee is provided in Table 7.3 of the 2019 Wildan study.

The City plans to use this fee revenue to pay for the debt service on the existing police headquarters. The City can also use police facilities fee revenues for the construction or purchase of buildings, equipment and land that are part of the system of police facilities serving new development.

I. Demonstrate the reasonable relationship between the fee and the purpose for which it is charged:

Estimates of new development and its consequent increased water demand provide the basis for calculating the water facilities fee. The need for water facilities improvements is based on the water demand placed on the system by development. A reasonable measure of demand is a flow generation rate, expressed as the number of gallons per day generated by a specific type of land use. Flow generation rates are a reasonable measure of demand on the City's system of water improvements because they represent the average rate of demand that will be placed on the system per land use designation.

J. Identify all sources and amounts of funding anticipated to complete financing of incomplete improvements for which impact fees are to be used:

The Water facilities plan allocates cost to both existing and new development. The existing development costs are estimated to be $29.3 million.[5] Sources for this funding could come from a variety of sources including rates, bonds, or grants.

K. Designate the approximate dates on which the funding necessary to complete financing of those improvements will be deposited into the appropriate account or fund:

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

[5] Data is provided on Table 8.3: Water Facilities Cost to Serve New Development in the Wildan 2019 study.

Wastewater Capital Facilities Development Fee

Annual Findings

A. The Wastewater Capital Facility Fee is a one-time charge collected from new development or existing development requesting new services from the City's wastewater collection system. The fees collected can be utilized for Wastewater Division Capital Improvement Programs.

B. The current fees are:

Fee Basis	Current Fee
Waste Water EDU	$5,061/EDU

C. The Wastewater Capital Facilities Fee Fund had the following activity in FY25:

Fund 681 - WWater Facilities	FY24-25
Beginning Balance	**11,001,045**
Fees Collected	151,830
Interest Earned	27,804
Other	
Expenditures	(204,094)
Estimated Ending Fund Balance	**10,976,585**
5 Year Finding	**10,330,579**

D. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees:

The City spent a total of $204,094 from these fees in 2024-25. The expenses included CEQA and NEPA analysis as well as initial design costs related to the planned expansion of the wastewater treatment plant. In addition, these fees were used for equalization basins for the wastewater treatment plant.

E. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete:

The Wastewater Facilities fee is based on the "System Planning"[6] approach to determine impacts from new development. Under this approach, the City identified $73.71 million in facilities to be funded by new development. Over the last five years the City has collected over $646,000 in impact fees. The City has accumulated enough funds to begin the initial work on an expansion to the Wastewater Treatment Plant in FY27. The total project is estimated to be $95 million; however, all project funding has not been identified at this time.

F. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, that date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan:

No interfund transfers or loans were made utilizing these funds during fiscal year 2023-24.

G. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001:

No refunds were made during fiscal year 2024-25.

Five-Year Finding

The City has **$10,330,579** in unexpended funds from five years ago from the Police Fees.

H. Identify the purpose to which the fee will be put:

As noted above, the City is planning a Wastewater Treatment Plant expansion. Projected costs are estimated to be $95 million.

I. Demonstrate the reasonable relationship between the fee and the purpose for which it is charged:

All new development in the City impacts public facilities. Moreover, each individual development project and its related increase in population and employment, along with the cumulative impacts of all development in the City, will adversely impact existing facilities. Thus, imposition of the fee to finance the public facilities on the Wastewater Facilities Allocation to New Development[7] is an efficient, practical, and equitable method of permitting development to proceed in a responsible manner. Section 66000

[6] The Wastewater projects listed for the Facilities Fee is provided in Table 7.3 of the 2019 Wildan study.
[7] Table 7.3 of the Wildan study

of the Government Code requires that a reasonable relationship exists between the need for public facilities and the type of development on which a fee is imposed. The need for public facilities is related to the level of service demanded, which varies in proportion to the equivalent dwelling units ("EDUs") generated by a particular land use type.

J. Identify all sources and amounts of funding anticipated to complete financing of incomplete improvements for which impact fees are to be used:

The Wastewater facilities plan allocates cost to both existing and new development. The existing development costs are estimated to be $19.9 million.[8] Sources for this funding could come from a variety of sources including rates, bonds, or grants.

K. Designate the approximate dates on which the funding necessary to complete financing of those improvements will be deposited into the appropriate account or fund:

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

[8] Data is provided on Table 7.3: Water Facilities Cost to Serve New Development in the Wildan 2019 study.

Appendix I

Table F - Cost per Unit/ Thousand Square Feet Attributable to New Development

Land Use	Trips	New Future Units	Cost ($) / Unit/Thousand Square Feet
Ranch/Agriculture (1 DU/10 AC) Single-Family Residential[3]	675	143.0 DU[1]	$3,410.05
Ranch/Agriculture - Hillside (1 DU/10 AC) Single-Family Residential[3]	1,091	231.0 DU[1]	$3,411.98
Rural Residential (0-1 DU/10 AC) Single-Family Residential[3]	9,502	2013.0 DU[1]	$3,410.08
Rural Residential - Hillside (0-1 DU/10 AC) Single-Family Residential[3]	2,039	432.0 DU[1]	$3,409.78
Very Low Density Residential (0-2 DU/AC) Single-Family Residential[3]	14,977	3173.0 DU[1]	$3,409.95
Low Density Residential (0-5 DU/AC) Single-Family Residential[3]	37,949	8040.0 DU[1]	$3,409.87
Medium Density Residential (0-10 DU/AC) Condominium[4]	12,122	3312.0 DU[1]	$2,644.10
High Density Residential (11-18 DU/AC) Apartment[5]	11,017	3010.0 DU[1]	$2,644.17
Mobile Home Park Mobile-Home Park[6]	473	189.0 DU[1]	$1,807.98
General Commercial Shopping Center[7]	27,816	2415.9 TSF[2]	$8,317.72
Highway Serving Commercial Shopping Center[7]	806	70.0 TSF[2]	$8,323.33
Downtown Commercial Shopping Center[7]	1,247	108.3 TSF[2]	$8,319.00
Professional Office General Office[8]	868	178.2 TSF[2]	$3,518.23
Business Park Business Park[9]	19,786	3181.0 TSF[2]	$4,493.57
Industrial General Light Industrial[10]	7,403	2984.9 TSF[2]	$1,791.69
Airport Industrial Manufacturing[11]	2,015	1025.5 TSF[2]	$1,419.54
Industrial-Mineral Resources Warehousing[12]	263	301.5 TSF[2]	$630.09

Notes:

[1] DU = Dwelling Units

[2] TSF = Thousand Square Feet

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Arturo Vela, Interim City Manager**

PREPARED BY: **Mary Yaryan, Associate Planner**
David A. Newell, Community Development Director

MEETING DATE: **December 9, 2025**

SUBJECT:
Consider Introduction and First Reading of Ordinance No. 1614 Repealing and Replacing Chapter 12.32 (House Numbering System), and Adoption of Resolution No. 2025-165 Approving the Citywide Addressing Policy.

RECOMMENDATION:

1. Waive full reading, direct the City Clerk to read the ordinance by title only, and introduce Ordinance No. 1614
2. Adopt Resolution No. 2025-165 approving the City of Banning Addressing Policy

BACKGROUND:

Chapter 12.32 of the Banning Municipal Code was adopted several years ago and reflects an outdated manual, map-based addressing approach centered on Ramsey Street and San Gorgonio Avenue. This system predates modern GIS technology, current emergency service standards, digital permitting processes, and the City's utility billing systems. An update to the Municipal Code is necessary to clearly define the City's addressing administration, posting requirements, and assignment standards.

Staff prepared an updated Chapter 12.32 to modernize the City's addressing and house numbering system. The proposed ordinance replaces the outdated language and establishes current requirements related to administrative authority, address posting, assignment rules, visibility standards, and maintenance of the City's Master Address Database.

Separately, the Community Development Department has prepared a Citywide Addressing Policy. The Policy is an administrative document that provides the technical standards and detailed procedures used by staff during address assignment and verification. These include numbering increments, multi-unit addressing, accessory addressing, visibility standards, and street naming conventions. The Policy is not part of the Municipal Code and is adopted independently through the attached resolution.

Although both actions relate to addressing, each stands alone and is independently considered under

this single public hearing.

ENVIRONMENTAL DETERMINATION:

Both actions are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) ("common sense exemption") because they can be seen with certainty to have no potential to cause a significant environmental impact.

JUSTIFICATION:

Updating the City's addressing framework enhances public safety, operational efficiency, and consistency across internal departments and external agencies. Adoption of the ordinance and the policy will:

- Establish a clear, modernized, and uniform addressing framework
- Improve dispatch accuracy and emergency response
- Support GIS, permitting, and utility billing systems
- Ensure consistent address posting and visibility for first responders
- Clarify administrative responsibility for address assignment and corrections
- Provide the City Council authority to adopt address-related fees
- Create standardized practices for multi-unit, accessory, and complex development addressing

The Addressing Policy provides the necessary administrative detail for staff and ensures consistent implementation across all departments and development types.

FISCAL IMPACT:

There is no direct fiscal impact associated with these actions.

ALTERNATIVES:

1. Approve both actions as recommended.
2. Approve only the ordinance or only the resolution.
3. Provide direction to staff for modifications.
4. Decline both actions and retain the existing addressing process and policy.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution_2025-165_Addressing_Policy.docx
2. Ordinance 1614_12.32__Final.docx
3. Exhibit A Repealing BMC 12.32 .pdf
4. Exhibit B New BMC 12.32.pdf
5. Exhibit C Addressing Policy F4.pdf
6. Addressing Policy 2020 F3.pdf

7. Ordinance 1614_Affidavit of Publication.pdf

RESOLUTION 2025-165

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ADOPTING THE CITY OF BANNING ADDRESSING POLICY TO ESTABLISH A STANDARDIZED AND UNIFORM ADDRESSING SYSTEM

WHEREAS, the City of Banning requires consistent addressing practices to support emergency response, accurate service delivery, GIS mapping, utility coordination, and interdepartmental communication; and

WHEREAS, the Community Development Department has prepared a Citywide Addressing Policy to establish standardized procedures for address assignment, verification, posting, street naming, and maintenance of address records; and

WHEREAS, the Addressing Policy incorporates recognized best practices, including national postal addressing standards and applicable fire guidelines; and

WHEREAS, adoption of a Citywide Addressing Policy will ensure uniform application of addressing procedures, improve public safety, and maintain consistency across all City departments, outside agencies, and emergency responders; and

WHEREAS, the existing Administrative Policy titled “Addressing Policy,” Policy No. F-3, is no longer consistent with current operational practices and will be superseded and replaced in its entirety by the new Addressing Policy, Policy No. F-4; and

WHEREAS, the City Council desires to formally adopt the Addressing Policy to guide the administrative implementation of the City’s addressing system.

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

SECTION 1. ADOPTION OF POLICY

The City Council hereby adopts the City of Banning Addressing Policy, attached hereto as Exhibit C and incorporated herein by this reference.

SECTION 2. ADMINISTRATION

The Community Development Director, or designee, is authorized to administer the Addressing Policy, maintain the Master Address Database, and make administrative updates necessary to ensure consistency with applicable federal, state, and local addressing and emergency access standards.

SECTION 3. CERTIFICATION

The City Clerk shall certify to the adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 9th day of December, 2025.

_____

, Mayor
City of Banning

ATTEST:

_____

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

_____

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy &
Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-165, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of December, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Depty City Clerk
City of Banning, California

EXHIBIT C

Addressing Policy

ORDINANCE NO. 1614

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, REPEALING THE EXISTING CHAPTER 12.32 AND ADOPTING A NEW CHAPTER 12.32 (HOUSE NUMBERING SYSTEM) OF TITLE 12 (STREETS, SIDEWALKS AND PUBLIC PLACES) OF THE BANNING MUNICIPAL CODE RELATING TO THE ADDRESSING AND HOUSE NUMBERING SYSTEM

WHEREAS, Chapter 12.32 of the Banning Municipal Code was adopted in 1965 and refers to a manual map-based system that is incompatible with the City's current digital GIS, permitting, utility billing, and emergency dispatch systems.

WHEREAS, a uniform, modern addressing system is necessary to promote the public health, safety, and welfare by enhancing public safety, efficient emergency response, accurate mail and parcel delivery, and interagency coordination.

WHEREAS, the adoption of a new addressing and housing numbering system will provide clarity, sequencing, and support integration with the City's digital Master Address Database.

WHEREAS, in accordance with the City's Police Powers, the City of Banning hereby repeals Chapter 12.32 House Numbering System of the Banning Municipal Code and adopts a new Chapter 12.32 House Numbering System of the Banning Municipal Code.

NOW THERFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BANNING, RIVERSIDE COUNTY, STATE OF CALIFORNIA AS FOLLOWS:

SECTION 1. ENVIRONMENTAL

The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3), the "common sense" exemption, as it can be seen with certainty that the adoption of this Ordinance will not have the potential to cause a significant effect on the environment. This action involves the modernization and administrative update of existing addressing procedures and will not result in any physical environmental impacts.

SECTION 2. SEVERABILITY.

If any provision, section, paragraph, sentence, or word of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such decision

shall not affect the validity of the remaining portions. The City Council declares it would have adopted this Ordinance irrespective of the invalidity of any portion.

SECTION 3. PROSECUTION OF PRIOR ORDINANCE.

Neither the adoption of this Ordinance nor the repeal of any prior ordinance shall affect the prosecution of any violation of the Banning Municipal Code committed before this Ordinance's effective date.

SECTION 4. FINDINGS.

The City Council of the City of Banning finds as follows:

A uniform, modern addressing system is necessary to promote public safety, efficient emergency response, accurate mail and parcel delivery, and interagency coordination.

Chapter 12.32 of the Banning Municipal Code, adopted in 1965, refers to a manual map-based system that is not compatible with the City's current digital GIS, permitting, utility billing, and emergency dispatch systems.

The repealing of the existing and adopting of a new Chapter 12.32 will enhance clarity, sequencing, and consistency of addresses citywide and support integration with the City's digital Master Address Database and promote the public health, safety, and welfare.

SECTION 5. APPROVAL.

The City Council hereby approves amendments to the Banning Municipal Code by repealing existing Chapter 12.32, in its entirety, as set forth in Exhibit A, and adopting a new Chapter 12.32 titled "House Numbering System", as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 6. EFFECTIVE DATE AND PUBLICATION.

The Mayor shall sign, and the City Clerk shall certify to the passage of this Ordinance and cause the same, or a summary thereof, to be published within fifteen (15) days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect thirty (30) days after adoption in accordance with Government Code Section 36937.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Banning, California, approves an amendment to the City of Banning Municipal Code.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Banning, California, held on the 9th day of December 2025, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Banning, California, held on the ___ day of ____(second reading date), 2025.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
, Mayor
City of Banning

Attest: _____
Sandra Calderon, Deputy City Clerk City of Banning

Approved as to form:

_____
John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

Chapter 12.32 HOUSE NUMBERING SYSTEM

~~12.32.010 House numbering—System adopted.~~

~~The uniform system of house numbers described in the Section 12.32.020 is hereby adopted and established in the city.~~

~~(Code 1965, § 21-17.)~~

~~12.32.020 House numbering—System described.~~

~~The house numbering system for the city shall be as follows:~~

~~Starting with Ramsey Street and San Gorgonio Avenue as zero lines and numbering north and south and east and west from these streets, allowing one hundred numbers for each three hundred and thirty foot block, plus or minus, with the numbers divided centesimally along the block, and the blocks numbered as set forth and contained in the certain map entitled "Index of Block Numbers of the City of Banning, California," on file at the City Hall, which map is by reference made a part of this chapter.~~

~~(Code 1965, § 21-18.)~~

~~12.32.030 Duty of owners or occupants of premises—Generally.~~

~~Every person owning, controlling, occupying or using any house, store, storeroom or building situated on premises fronting on any street, avenue or other public way or place in the city shall procure, place, attach and maintain in a conspicuous place on the street front of every such house, store, storeroom or building and on, over or near each door or entry thereto facing on any street, avenue or other public way or place the number assigned thereto by the city.~~

~~(Code 1965, § 21-19.)~~

~~12.32.040 Duty of owners or occupants of premises—In case of new or altered structures.~~

~~It shall be the duty of every person owning, controlling, occupying or using any new or altered structure required to be numbered by this chapter to place, attach and maintain the appropriate number to such structure within sixty days after either the completion or occupancy of the structure, whichever comes first.~~

~~(Code 1965, § 21-20.)~~

~~12.32.050 Size, type, etc., of numbers.~~

~~All house numbers shall be of such size and type and so placed as to be easily visible and legible from the center of the street, avenue or other public way or place upon which the premises fronts and shall not be less than three and one-half inches in height; provided, that numbers embossed, stamped or painted on a plate contrasting in color may be not less than two and one-half inches in height.~~

~~(Code 1965, § 21-21.)~~

Chapter 12.32 HOUSE NUMBERING SYSTEM

12.32.010 Adoption of Uniform Addressing System.

A uniform addressing and house numbering system is hereby adopted and established within the City of Banning.

The purpose of this system is to promote public safety, efficient emergency response, accurate mail and parcel delivery, and coordination among public agencies and utilities.

12.32.020 General Addressing Method

Addresses within the City shall be assigned in a logical, consistent, and sequential manner in accordance with a standardized grid and numbering system maintained by the City.

The baseline for numbering shall generally correspond with major intersecting streets within the City, with address numbers increasing outward from that point.

The specific methods and standards for address assignment, numbering increments, and street naming shall be maintained administratively in the City's adopted Addressing Policy on file with the Community Development Department.

12.32.030 Responsibility of Property Owners and Occupants.

Every person owning, controlling, occupying, or using any house, building, or structure fronting on any street or public way shall post and maintain the official address number assigned by the City

Address numbers shall be displayed in a location that is visible from the adjacent public right-of-way or access drive and shall be kept in good repair at all times

No person shall display, alter, or remove any address number except as authorized by the City.

12.32.040 New or Altered Structures.

It shall be the duty of every person owning, controlling, occupying, or using any new or altered structure required to be numbered by this Chapter to post and maintain the assigned number prior to final inspection, occupancy, or utility activation, whichever occurs first

The City may withhold issuance of final approvals or services until the structure is properly addressed and posted.

12.32.050 Address Number Specifications.

All address numbers shall be of sufficient size, color contrast, and placement to be clearly visible and legible from the public right-of-way or private access serving the property, consistent with the Fire Code and the City's adopted Addressing Policy.

A. Buildings not visible from the street shall provide address identification at the point of access.
B. Illumination may be required where necessary for visibility and emergency response.

12.32.060 Administration and Enforcement.

The Community Development Director, or designee, shall administer this Chapter and maintain the City's official Master Address Database.

The Director may adopt and update administrative procedures, standards, and guidelines consistent with this Chapter.

Violations of this Chapter or the Addressing Policy are subject to enforcement under Title 1 of this Code and any applicable Fire Code provisions.

12.32.070 Fees.

Fees for address-related services shall be established by resolution of the City Council and listed in the City's Master Fee Schedule.

Such services may include, but are not limited to, new address assignment, address verification, change or correction of address, temporary addresses, tenant or suite numbering, and street naming or renaming.

Fees shall be due at the time of application submittal and are non-refundable unless otherwise specified by the City Council.

The Community Development Director may waive or defer fees for City-initiated address corrections necessary for public safety or administrative consistency.

SECTION 1: PURPOSE AND AUTHORITY

The primary purpose of this policy is to provide a standardized and uniform method of assigning addresses to buildings, structures, and utilities within the City of Banning for clarity, safety, and efficient emergency response. This policy supports the requirements outlined in Banning Municipal Code Chapter 12.32 and aligns with the addressing standards of current Fire guidelines and United States Postal Service. The intent is to ensure consistency across all assigned addresses within the City's data systems.

The Community Development Director (Director), or their designee, has sole authority to assign, modify, verify, or revoke addresses. Unauthorized changes are prohibited and may result in disruption of services or enforcement actions. The Director may establish administrative rules to implement this policy. The Director or designee is the sole custodian of the City's Master Address Database and no new address, change, or retirement (including GIS, permitting, billing, or utility systems) shall occur without written authorization from the Director or designee. Upon assignment or change, addresses shall be synchronized across the City's Master Address Database, GIS, permitting, Utility Billing, Banning Electric Utility, and emergency systems.

SECTION 2: BACKGROUND

Accurate, consistent, and logically sequenced addressing is critical for public safety, emergency response, postal delivery, utility coordination, and integrity of City records. The City of Banning has historically relied on a grid-based addressing system adopted through Banning Municipal Code (BMC) Chapter 12.32 and the "Index of Block Numbers of the City of Banning." Over time, variations in development patterns, legacy addressing practices, and the introduction of new residential and mixed-use housing types have created inconsistencies within City and regional data systems.

Modern emergency response, automated dispatch, GIS integration, and utility coordination require precise, standardized address data. Inconsistent or inaccurate addressing can delay emergency response, interfere with postal delivery, disrupt utility activation, and create discrepancies across permitting, billing, and parcel databases.

This Addressing Policy establishes clear administrative procedures and uniform standards to:

- Implement the updated BMC Chapter 12.32 House Numbering System;
- Ensure consistency between the City's Master Address Database, GIS, Utility Billing, emergency response systems, and regional datasets;

- Guide staff, developers, and property owners through proper assignment, posting, and verification of addresses; and
- Support orderly growth, new development types (e.g., ADUs, mixed-use, multi-story), and long-term maintenance of address integrity.

This policy is intended to modernize and operationalize the City's addressing program, reduce long-term inconsistencies, and create a predictable and transparent process that supports life-safety, regulatory compliance, and efficient municipal operations.

SECTION 3: DEFINITIONS

The following terms shall have the assigned definitions for all purposes under this policy:

- Accessory Dwelling Unit (ADU): A legally permitted secondary dwelling unit, attached or detached from the primary residence, with its own kitchen, sleeping, and sanitation facilities. Addressing for ADUs shall be determined by the Director or designee in compliance with applicable State and local regulations.
- Junior Accessory Dwelling Unit (JADU): A dwelling unit that is 500 square feet or less in size, created within the walls of an existing or proposed single-family residence. Addressing for JADUs shall be determined by the designee in compliance with applicable State and local regulations.
- Address Monument: A permanent freestanding sign structure that displays a property's official address when the building itself is not visible from the public right-of-way.
- Address Verification: A formal process performed by the City to confirm that an existing or proposed address is officially recognized in the City's Master Address Database, County parcel records, and USPS system. Often required by lenders, title companies, and utility providers.
- Fractional Address: A numeric suffix (e.g., ½, ¼, ⅓, ¾) assigned to utility infrastructure, meters, or ancillary features. Fractional addresses are non-deliverable and are for internal City/agency use only.
- Main Address: The base whole number address assigned to a legal parcel or primary structure. This number is used for all official City records, postal delivery, and emergency response.
- Phased Development: A subdivision or master-planned community approved in multiple stages.
- Site Map Display Board: A directory sign showing the layout of units, suites, or buildings in a multi-unit development, typically located at primary vehicle/pedestrian entrances.

- Sub-address: Any designation added to a main address to identify internal occupancy, including apartment numbers, suites, tenant spaces, or units.
- Suite Numbering Convention: The standardized numbering method for commercial or multi-story buildings where the first digit represents the floor level (e.g., 101 for first floor, 201 for second floor).
- TEMP Address: A temporary numeric designation assigned solely for utility infrastructure, such as construction power poles or temporary electrical service points. TEMP addresses are non-deliverable, non-occupancy addresses and shall be retired upon final power release or project completion.
- Unit Number: The official identifier assigned to individual dwelling units or tenant spaces within a larger structure or parcel.

SECTION 4: ADDRESSING STANDARDS

4.1 Addressing Methodology

The City of Banning uses a block grid addressing system originating from the intersection of Ramsey Street (east–west axis) and San Gorgonio Avenue (north–south axis), which serves as the City's baseline. Addresses are assigned outward from this intersection at an approximate rate of 100 numbers per 330-foot block, as implemented through the City's standardized grid and numbering system maintained pursuant to BMC Section 12.32.020 and the 'Index of Block Numbers of the City of Banning' on file at City Hall. Address assignments shall be consistent with the "Index of Block Numbers of the City of Banning, California," which is incorporated by reference into BMC Chapter 12.32.

- Even numbers are assigned to the south and east sides of streets.
- Odd numbers are assigned to the north and west sides of streets.

Corner and Through Lots: Corner lots shall be addressed according to the primary pedestrian entry or primary driveway access, as determined by the Director or designee, for emergency response efficiency. Through lots (with two parallel street frontages) shall be addressed based on actual access and service routing. Any subsequent change in primary access may require an address change. This system ensures uniformity, prevents duplication, and maintains navigability for emergency response, postal delivery, and utility coordination. For structures with internal or stacked occupancies (apartments, condominiums, office suites), a base address shall be assigned to the primary structure, with logical unit or suite identifiers added according to floor level and entry sequence.

Multiple Buildings on One Parcel and Ancillary Facilities: Parcels with multiple principal buildings shall have one main address. Additional buildings shall receive building designators (e.g., Building A/B or Building 1/2) and/or sub-addresses as directed by the City. Common-area facilities (e.g., laundry rooms, recreation buildings) shall be identified on the Site Map Display Board and may receive internal identifiers for emergency access.

Minimum Address Intervals: Primary addresses shall be assigned using increments of at least twelve (12) whole numbers between adjacent properties along a standard residential block face (e.g., 1000, 1012, 1026). This spacing preserves logical sequencing, accommodates future infill or additional dwelling units, and ensures uniformity with the City's grid system. For shorter blocks, cul-de-sacs, or irregular lot configurations, the interval may be adjusted proportionally by the Director or designee to maintain address continuity and reserve capacity for future development or multiple units on a parcel.

All address assignments must conform to the grid, maintain continuity with surrounding properties, and satisfy emergency response and visibility standards.

4.2 Address Assignment Triggers

Addresses shall be assigned:

- Upon issuance of a building permit
- Upon recordation of a final tract or parcel map
- When new utility services are installed
- When legal structures are modified, converted, or split into additional permitted units
- For final address issuance, an Assessor's Parcel Number (APN) or proof of recorded final map must be provided
- Final addresses require proof of recorded tract/parcel map or County-issued APN(s) aligned to the recorded map.
- Temporary addresses are not valid for postal delivery, utility activation, or occupancy.

Addresses shall not be issued for:

- Unpermitted structures
- Temporary or unauthorized occupancy
- Vacant Parcels

4.3 Display Requirements

Address numbers shall be Arabic numerals or alphabet letters, plainly legible, and visible from the public street or road fronting the property. Address numbers shall be permanently affixed and durable. Painted numbers, spray paint, temporary stickers, chalk, or taped paper are prohibited. Numbers must contrast with their background and be free from visual obstructions such as landscaping, signs, or equipment. Address visibility standards include:

Building Type	**Minimum Height**	**Stroke Width**	**Illumination Required**
One & Two Family Residential	4 inches	0.5 inch	Yes (if new/remodeled)
Commercial/Multi-Family ≤ 25 ft building height	12 inches	0.5 inch	Yes
Commercial/Multi-Family > 25 ft building height	24 inches	0.5 inch	Yes

All new or remodeled buildings must have internally or externally illuminated address numbers. If the structure is not visible from the street, an address monument must be installed at the property entrance. For shared driveways, provide directional signage with arrows and posted addresses. All suites shall have a minimum 6-inch high number on both the front and rear doors. Numbers shall contrast with their background and remain unobstructed by landscaping, banners, window coverings, or equipment.

4.4 Duty of Property Owner

The owner or occupant of any new or altered structure shall post and maintain the assigned address prior to final inspection, occupancy, or utility activation, whichever occurs first, and shall keep the address visible and legible at all times. Failure to maintain visible address numbers is subject to enforcement under BMC Chapter 12.32 and the Fire Code.

4.5 Electric Service Re-Energization

Electric Service Re-Energization (De-energized > 6 Months).
Prior to electric release, the City requires: (1) address verification and use review by Community Development; (2) a site investigation by the Building Official, Banning Electric Utility, Public Works (as applicable), and the Fire Marshal; (3) payment of applicable fees; (4) proof of tenancy if the request is by a tenant; and (5) correction of any use or life-safety violations.
All required corrections must be verified prior to electric release.

SECTION 5: ADDRESSING ASSIGNMENT PROCESS

5.1 Address Changes, Verifications & Request Submittals

Applicants seeking to change or verify an address must submit an addressing application on a form provided by the Community Development Department, along with any required supporting materials. Supporting materials may include a site plan, utility layout, justification letter, or other relevant documentation.

Address changes will only be approved when:

- There is a sequencing error or duplication
- A primary building entrance has moved
- Public safety or service delivery would be improved

Verification requests confirm the official status of an existing address and may be required by utility companies or lenders. The Director or designee will evaluate all requests and issue formal confirmation or denial. Occupants affected by any address changes will be provided notice and may request additional time or administrative review, in accordance with procedures established by the Director or designee.

Review Scope and Processing : Address change and verification requests will be reviewed against: (1) the City's Master Address Database, (2) City GIS, (3) applicable County Assessor/APN records, (4) USPS addressing standards (including Publication 28), (5) 911/computer-aided dispatch and other emergency response layers, and (6) Utility Billing and Banning Electric Utility service records.

Standard processing time is five to seven (5–7) business days after the City receives a complete submittal. Life-safety or emergency-response conflicts may be expedited at the Director's discretion.

Outcomes and Notification: Upon completion of the review, the City will issue one of the following:

- Approved – an Address Assignment or Verification Letter and, where applicable, a stamped address site plan; or

- Conditionally approved – subject to specified corrections such as posting, suite numbering, or map notations; or
- Denied – with a written deficiency list identifying conflicts (e.g., duplication, sequencing, visibility, or unpermitted structure issues).

Upon address approval, the City will issue an official Address Assignment Letter and address site plan to the applicant. This documentation must be retained for permitting, utility setup, and agency notifications. The Address Assignment Letter and site plan shall be considered the controlling record for permitting, utility setup, and agency notification.

Corrections may be approved for: (1) wrong odd/even side, (2) non-contiguous or non-sequential numbering, (3) duplication within 1,000 ft or the same blockface, (4) conflicts with emergency services or USPS, (5) change in primary access/frontage, or (6) routing/dispatch ambiguity documented by Fire/Police.

The City may initiate address corrections when systemic errors are identified (e.g., wrong parity, skipped ranges, non-sequential runs, or emergency service/mail conflicts). The Director may issue a Notice of Proposed Correction, provide an opportunity for affected occupants to comment, and then issue a Final Correction Order with an effective date and any applicable appeal information. Affected occupants may request reconsideration or appeal of a correction on the grounds of mapping error or demonstrated service conflict, subject to procedures and timelines established by the Director or designee. The Director may grant additional time for implementation where life-safety is not impacted.

5.2 Temporary vs. Final Addresses

A temporary address may be issued for planning or entitlement purposes and is subject to change. Final addresses are officially issued upon final map recordation or building permit issuance. Only final addresses may be used for utility setup, mail delivery, and occupancy. Final addresses require either a recorded tract/parcel map or documentation of assigned Assessor Parcel Numbers (APN) to ensure address alignment with official County records.

Temporary addresses shall be clearly marked as TEMP in all City systems.

5.2.1 Construction Site Addressing

The purpose is to ensure all active construction sites are identifiable for emergency response, inspections, and deliveries. The City shall assign a provisional construction address to any permitted project prior to or concurrent with building permit issuance. This ensures that Fire, Police, and utility responders can locate the site before permanent structures or monuments are in place.

Assignment:

- The construction site shall use the final approved address whenever possible (e.g., the permanent street number assigned to the parcel or building).
- If a permanent address has not yet been issued (e.g., prior to tract recordation), the City may issue a provisional construction address that aligns with the approved site plan and anticipated permanent numbering sequence.
- The provisional address shall be updated to the final address once the map is recorded or the building permit reaches the final inspection stage.

Display Requirements:

- The address (permanent or provisional) must be posted at the main site entrance using weather-resistant, reflective numbers at least 6 inches high, visible from the public right-of-way.
- For large or multi-phase construction sites, additional address signs shall be posted at each major access point and on construction trailers or temporary offices.
- Signage shall remain visible throughout construction and not be obstructed by fencing, materials, or equipment.
- For gated projects, the address shall be placed outside the gate for emergency responders.

Coordination:

- The construction address shall be confirmed with the Fire Marshal and Banning Police Department prior to the first inspection.
- The address shall appear on the building permit, inspection records, and emergency dispatch layers in GIS.
- Upon final inspection or issuance of the Certificate of Occupancy, the provisional construction address shall automatically transition to the final permanent address in all City systems.

Prohibited Uses:

- Construction addresses are not postal addresses and may not be used for mail delivery or legal occupancy. They are for safety, inspection, and operational use only.

5.3 Addressing for New Residential Developments

New commercial, industrial, or institutional structures shall be assigned a unique whole number address. Where multiple entrances, tenants, or utility meters exist, additional unit or sub-addresses will be assigned as needed. Building permit issuance shall be contingent upon address assignment and compliance with Fire Department visibility and signage standards.

Upon address approval, the City will issue an official Address Assignment Letter and address site plan to the applicant. This documentation must be retained for permitting, utility setup, and agency notifications.

5.4 Addressing for New Non-Residential Buildings

Address verification requests may be submitted by property owners, tenants, developers, or utility companies to confirm the accuracy and official recognition of an existing address. Requests must be submitted in writing on a form provided by the Department. The City shall verify the address against the City's official GIS, parcel records, and USPS standards. A fee may apply.

Upon address approval, the City will issue an official Address Assignment Letter and address site plan to the applicant. This documentation must be retained for permitting, utility setup, and agency notifications.

5.5 Tenant Numbering Standards (Suites/Unit)

Tenant space addressing ensures that multi-tenant buildings and complexes are logically sequenced, clearly posted, and easily identifiable for emergency response, postal delivery, utilities, and permitting. Proper assignment and numbering reduce confusion, prevent duplication, and improve public safety.

A. Assignment During Development Review

All new subdivisions or multi-unit residential, commercial, or mixed-use developments shall be reviewed for logical and sequential address assignment at the time of final map or site plan approval. Address ranges will be coordinated with Public Works, Building & Safety, Fire Department, and USPS to ensure consistency and emergency response readiness. Addresses will be assigned upon

recordation of the final map or prior to issuance of building permits, as appropriate. Upon address approval, the City will issue an official Address Assignment Letter and address site plan to the applicant. This documentation must be retained for permitting, utility setup, and agency notifications.

B. Unit and Suite Numbering Standards

1. Unit and suite numbers shall follow a three-digit format, with the first digit indicating the floor level (e.g., 101 for first floor, 201 for second floor).
2. Numbering should begin at the northeast corner of the building and proceed clockwise unless site geometry requires counter-clockwise sequencing.
3. All primary and rear access doors must display unit or suite numbers at a minimum 6-inch height, clearly visible to emergency personnel.
4. Multi-unit complexes must install a Site Map Display Board near the primary vehicle/pedestrian entrance, showing building layout and corresponding unit/suite addresses. The board shall be illuminated, weather-resistant, and include building identifiers, unit ranges, and a "You Are Here" indicator.

5.6 Accessory Dwelling Unit Addressing

Addressing for Accessory Dwelling Units (ADUs) and, when applicable, Junior Accessory Dwelling Units (JADUs), shall be assigned in a manner that supports emergency response, postal delivery, and utility coordination, and that complies with State law and the Banning Municipal Code as they exist at the time of review.

Because State regulations governing ADUs and JADUs are subject to change, the Director or designee shall determine the appropriate address format based on current legal requirements, site configuration, access, and operational needs.

ADUs and JADUs may be assigned either:

- a unique primary address, or
- a sub-address associated with the primary dwelling,

as deemed appropriate by block or designee to maintain logical sequencing, support emergency response, and ensure consistency with surrounding addresses.

The City generally avoids new fractional or alphabetic suffixes (e.g., "123½", "123A") unless needed for consistency with legacy addressing or external agency systems.

Applicants must provide a site plan identifying the unit location, access path, and visibility. Approved address numbers or sub-addresses shall be clearly posted on the unit or, if not visible from the public right-of-way, at the point of access consistent with Section 4.3 of this Policy.

SECTION 6: UTILITY AND METER ADDRESSING

6.1 Utility and Fractional Addressing Standards

Utility/fractional addresses are non-deliverable and intended for inter-agency identification only.

- ½: Irrigation meter will have the same number as the parcel but also have ½ added to it. Multiples will have an alphabet letter after i.e. 1025 ½ A: For example, "1355 ½ Landmark Way – Ped "A", "B".
- ⅓: Electric pedestal will have the same number as the parcel but also have 1/3 added to it. Multiples will have an alphabet letter after i.e. 1025 1/3 A: For example, "1355 1/3 Landmark Way – Ped "A", "B"".
- ¼: Fire protection system will have the same number as the parcel but also have ¼ added.
- ¾: Cell tower meters will have ¾ added if there are more than one on the site e.g., 123¾ A, 123 ¾ B
- Hydrant meters shall be addressed by the cross streets of the hydrant, and including the hydrant number, to the greatest extent possible.
- TEMP: Construction power poles Utility and infrastructure addresses must be assigned and documented but are not intended for postal delivery.

6.1 Temporary Power (TEMP) Addresses

TEMP addresses are assigned exclusively to temporary electrical service poles or other interim power sources associated with construction activity. They are intended to facilitate electric service setup, inspection, and tracking by the City and Banning Electric Utility.

Standards and Procedures:

1. TEMP addresses shall be requested using the City's addressing application form and must include a valid building or grading permit number.
2. TEMP addresses shall be labeled in all systems with the prefix "TEMP" (e.g., TEMP 1250 Ramsey Street) to distinguish them from permanent addresses.
3. TEMP addresses shall not be used for occupancy, postal delivery, or any non-utility purpose.

4. TEMP signage shall be posted at the pole or service location using reflective material, minimum 4-inch numerals, visible from the nearest public right-of-way.
5. TEMP addresses shall automatically expire and be retired from the Master Address Database upon permanent power release or project completion.
6. Upon retirement, the permanent address shall be re-verified across all systems to ensure data integrity.

SECTION 7: STREET ADDRESSING

7.1 Street Naming and Suffix Guidelines

Street naming shall comply with USPS Publication 28 suffix standards (e.g., Street, Avenue, Boulevard) and must avoid duplication or phonetic similarity to existing names within the City or surrounding jurisdictions. Names shall be simple, clear, and not exceed twenty (20) characters including the suffix. Cardinal directions (e.g., North, South, East, West) may not be used as standalone street names. Continuous road segments must retain the same name unless the alignment changes by more than 45 degrees, in which case a new street name shall be assigned. Prohibited names include offensive or derogatory terms, commercial/advertising names, confusing or cumbersome spellings, and standalone cardinal directions.

Directional Prefixes:

Directional prefixes (N, S, E, W) may be applied where needed to distinguish otherwise similar street names and to reflect the City's grid system. Generally:

- "North" and "South" apply to streets that intersect or cross Ramsey Street (the east–west baseline); and
- "East" and "West" apply to streets that intersect or cross San Gorgonio Avenue (the north–south baseline), as determined by the Community Development Director or designee to avoid confusion and support emergency response.

Approved Street Suffixes:

The following table lists commonly approved street suffixes for the City of Banning. These suffixes align with USPS Publication 28, Utility Billing, and local emergency response practices.

Suffix	Abbreviation	Definition / Common Use	Type
Alley	ALY	Narrow service or rear-access way.	NA
Avenue	AVE	A thoroughfare running at an angle to streets; often wider than a street.	Any

Boulevard	BLVD	Wide roadway with landscaping or median.	Any
Circle	CIR	Circular or looping road.	Any
Court	CT	Short street ending in a cul-de-sac.	Cul-de-sac
Crescent	CRES	Curved residential street.	Any
Drive	DR	Curving or winding road, often in suburbs.	Curving
Green	GRN	Residential street with or near landscaped areas.	Any
Grove	GRV	Short, wooded or tree-lined street.	Any
Heights	HTS	Street on high ground or ridge.	Any
Hill	HL	Road climbing or situated on a hill.	Any
Lane	LN	Narrow street, sometimes residential or rural.	Curving
Park	PARK	Street near or within greenbelt/open space.	Any
Place	PL	Small, quiet street or dead-end.	Cul-de-sac
Plaza	PLZ	Commercial or civic square or internal drive.	Any
Road	RD	General-purpose route, often longer than a street.	Any
Row	ROW	Linear street with similar townhomes or buildings.	Any
Square	SQ	Urban space, often surrounded by buildings.	Any
Street	ST	Standard road in urban grid.	Any
Terrace	TER	Small residential road or elevated terrain.	Minor Private Street
Trail	TRL	Road or path that follows terrain.	Any
View	VW	Street with scenic or elevated outlook.	Any
Way	WAY	General-purpose road, often in newer developments.	Any

7.2 Street Naming Procedure

To request a new street name, applicants shall:

- Submit at least three preferred names with definitions.
- Ensure proposed names avoid duplication or phonetic similarity to existing street names within the City or surrounding jurisdictions.
- Provide justification for commemorative or theme-based names when applicable.
- Show all proposed street names on Tentative Maps and submit them for City Council review and approval.

- Obtain City Council approval for any change to approved street names prior to recordation of a Final Map.
- Apply the same naming standards to private streets and gated drives, which may be required to carry a street-type name if they provide the primary or sole emergency access to a development.

7.3 Street Renaming (Existing Streets)

Renaming an existing street shall follow these requirements:

- A written petition signed by sixty percent of the representative group of affected property owners must be submitted to the City.
- The applicant shall coordinate preparation of the Certificate of Correction through the City's Engineering Division prior to recordation with the County.
- Renaming requests must demonstrate that the proposed name complies with established naming standards, avoids duplication or phonetic similarity, and uses appropriate suffixes.
- City Council approval is required at a public hearing.
- Public notice shall be mailed to adjacent property owners and published in a newspaper of general circulation at least ten (10) days prior to the hearing.
- A Certificate of Correction to the recorded subdivision map shall be prepared and recorded with the County to formally document the name change.
- The applicant shall bear the full cost of renaming, including the Certificate of Correction, signage replacement, and notification of all affected agencies and utilities.
- Once approved, the City shall coordinate re-signing and provide official notice to agencies including USPS, emergency services, utility providers, and local school districts.

After City Council approval and recordation of the street name change, the City will transmit the information to Riverside County for integration into County GIS and addressing systems. The timeframe for the change to appear in County or regional digital maps may vary. Property owners, developers, or agencies needing confirmation of the update's effective date should contact Riverside County GIS or the County's Mapping and Land Records Division directly to verify when the change has been reflected in the County's system.

7.4 Street Name Evaluation Criteria

The following criteria guide the City's evaluation of proposed new or modified street names:

- Clarity: Simple spelling and easy pronunciation in voice dispatch; no punctuation, diacritics, special characters, or numerals in the name.
- Commemorative Names: Provide biography/justification; avoid living persons unless Council policy allows; ensure no conflict or confusion with existing names.
- Continuity: Continuous roads keep one name; if alignment changes by more than 45 degrees, a new name may be required.
- Length: Prefer no more than twenty (20) characters including spaces and suffix; shorter names are preferred for signage and emergency dispatch.
- Map Coordination: Names must appear on the Final Map for recordation and require Council approval.
- Private Streets: Apply the same criteria to private streets/gated drives; require a street-type name if they serve as the sole emergency access.
- Prohibited Words: No commercial/advertising content, offensive/derogatory terms, or standalone cardinal directions.
- Suffix Appropriateness: Suffix must match functional class/form (see Section 7.1). No unconventional or non-USPS suffixes.
- Theme (Subdivisions): Tracts may use a coherent theme; avoid thematic similarity that introduces phonetic confusion (e.g., Beach/Beech/Peach).
- Uniqueness: Must not duplicate or phonetically resemble existing names within the City or surrounding jurisdictions.

SECTION 8: ADDRESSING FOR PHASED PROJECTS

Phased or master-planned developments must submit a comprehensive Addressing Plan during initial entitlement or final map submittal. The Addressing Plan must show phase boundaries, street layouts, lot or unit configurations, proposed address ranges, and utility meter locations. Address ranges must follow the City's grid-based numbering system and preserve logical sequencing across all phases. Addresses may be issued prior to the assignment of Assessor's Parcel Numbers (APNs) to support:

- Utility coordination (e.g., electric, gas, communications)
- Permit submittals and plan check
- Emergency response planning
- Model home installations or phased sales release

Issued addresses are conditional upon final approval of tract configuration and are subject to modification if phasing changes or final maps are adjusted. Only addresses for the currently active

construction phase will be activated. Developers are responsible for submitting updated plans as phases evolve.

All address numbers must be posted per Section 5 before inspections or occupancy. Address monuments or directional signage are required for any homes or units not directly visible from public streets.

If requested before APNs have been issued, preliminary addresses may be assigned for utility coordination, plan check, and construction phasing. However, APNs or proof of recorded map must be provided prior to formal address confirmation. Only addresses associated with an active construction phase will be activated. The City may modify or reissue addresses if final APNs or phasing plans change. All posted address signage must comply with Section 5 before inspections or occupancy.

SECTION 9: TEMPORARY ROAD CLOSURE

During construction or closures affecting postal delivery, the City coordinates with USPS to establish a safe temporary mail delivery location and notifies affected occupants and agencies. Temporary delivery points shall expire upon restoration of access, and USPS confirmation shall be obtained before closure of the temporary site.

SECTION 10: AGENCY NOTIFICATION

Upon assignment or verification of addresses, the City of Banning shall notify all applicable internal departments and external agencies to ensure consistency across operational, emergency, and utility systems. Notification shall include, but is not limited to:

Internal Departments:

- Banning Electric Utility
- Banning Police Department
- Community Development Department
- Building and Safety Division
- Office of the Fire Marshal
- Planning Division
- Public Works – Engineering Division
- Utility Billing Division

External Agencies:

- Banning Unified School District
- GIS Mapping Systems
- Morongo Fire
- Refuse Service
- Riverside County Assessor's Office
- Riverside County Emergency Communications (Sheriffs)
- Riverside County Registrar of Voters
- Southern California Gas Company
- United States Postal Service (USPS)

These notifications support proper service connection, emergency dispatch readiness, and address validation for public records. Notifications shall be issued concurrently with the address assignment letter to maintain data consistency across systems. City will submit changes to USPS Address Management System (AMS).

SECTION 11: LEGAL INCONSISTENCIES

Legal discrepancies among permitting, GIS, billing or utility records shall be corrected on a from-here-forward basis to avoid disruption of existing services. Corrections shall be applied prospectively (forward fix) and not retroactively where they would disrupt existing utility accounts, postal delivery, or 911 records. Where corrections affect commercial or multi-family properties, the City will coordinate review with Fire, Building and Safety, Public Works, Police, and utilities before finalizing changes. Public safety concerns may warrant immediate correction. Prospective (forward-fix) is preferred. Retroactive renumbering may be used when (a) life-safety is affected, (b) duplication exists on the same blockface, or (c) the wrong parity spans ≥3 consecutive lots.

SECTION 12: FEES

All address-related fees shall be charged in accordance with the City's Master Fee Schedule and any other fee schedule(s) adopted by the City Council, including fees established by resolution related to addressing. Fees must be paid at the time of submittal and are non-refundable unless otherwise specified by City Council action.

SECTION 13: DIGITAL SUBMISSION REQUIREMENTS AND SIGNAGE

COMPLAINCE

All applications must include a completed addressing application form provided by the Community Development Department, a site plan and/or floor plan in PDF, and, for multi-unit developments, a breakdown of unit numbering logic, access points, and utility meter locations. Submittals must clearly identify address display locations.

Failure to meet Fire Department visibility and posting standards may delay inspections, utility releases, or occupancy. Incomplete applications will be deemed not accepted and returned with a deficiency list.

PURPOSE

To provide a standardized and uniform method of assigning addresses to buildings and structures for clarity and safety and follow the regulations of Banning Municipal Code (BMC) Chapter 12.32. The intent is to also include standardization to all assigned addresses in the City within all existing data systems.

POLICY

The Community Development Director or his/her designee shall adopt such reasonable rules and regulations as are necessary to implement the street address numbers provisions of this policy. All addresses shall be assigned by the Community Development Director or his/her designee. No existing address shall be modified, added, or removed unless done by the Community Development Director or his/her designee. Changes to the database may only be made by the Community Director or his/her designee.

PROCEDURE

Buildings:

1. All parcels with one or more structures shall have one address assigned as outlined in BMC 12.32.020: Starting with Ramsey Street and San Gorgonio Avenue as zero lines and numbering North and South and East and West from these streets, allowing one hundred numbers for each three hundred and thirty-foot block, plus or minus, with the numbers divided centesimally along the block, and the blocks numbered as set forth and contained in the certain map entitled "Index of Block Numbers of the City of Banning, California," on file at City Hall, which map is by reference made a part of this chapter.
2. When there are multiple buildings on a parcel (example: apartment), each building will be assigned a building number but there will be one main address.
3. Laundry rooms and recreational buildings will be identified in the same manner.
4. The size and numbers:
    a. Residential shall be as described in BMC 12.32.050: All house numbers shall be of such size and type and so placed as to be easily visible and legible from the center of the street, avenue or other public way or place upon which the premises fronts and shall not be less than three and one-half inches in height; provided, that numbers embosses, stamped or painted

on a plate contrasting in color may be not less than two and one-half inches in height.

b. Commercial shall be as outlined in California Fire Code Section.505.1: New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where access is by means of private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure. Commercial, multi-family residential and industrial buildings shall have a minimum of twelve (12) inch numbers with suite numbers being a minimum of six (6) inches in size. All suites shall have a minimum of six (6) inch high numbers on both front and rear doors. Single-family residential units shall have four (4) inch numbers, as approved by the fire code official.

Units:

1. Each unit will be numbered with three (3) digits with the first digit indicating floor level.
2. Unit numbers will start at the North/East corner of the building and go counterclockwise around the building.
3. Display Boards (which are required for apartments, commercial complexes, condominiums, and mobile home parks) will be illuminated diagrammatic representation layouts located next to the roadway access.

Landscape or Traffic Light Meters:

1. The address numbers for irrigation, pedestals, or traffic light meters will have the same number as the parcel but will also have ½ added. Multiples will have an alphabet after ie. 1025 ½A; for example, "1355 ½ Landmark Way – Ped "A", "B".
2. The address numbers for fire protection will have the same number as the parcel but will also have ¼ added.
3. Cell towers meters will have ¾ added if there is more than one on the site ie. ¾A, ¾B, etc.
4. Temporary poles (for construction purposes) will be given a temporary address, separately tracked from the main address.
5. Hydrant meters shall be addressed by the cross streets of the hydrant, and including the hydrant number, to the greatest extend possible.

Duty of Property Owner:

As outlined in BMC 12.32.040, it is the duty of every person owning, controlling, occupying or using any new or altered structure required to be numbered by this chapter to place,

attach and maintain the appropriate number to such structure within sixty days after either the completion or occupancy of the structure, whichever comes first.

Naming of Streets:

As described in Resolution 2009-83, there are guidelines for new development and renaming of existing streets.

New Development:

The following provisions shall apply for developers establishing street name in new subdivisions or projects:

1. Street names in new development should follow a theme with respect to any new subdivision reflecting the aesthetics and community character of the development. For projects not constituting a major subdivision the proposed street names should consider street names within the area, historical precedents, and other community considerations.
2. The following street names are prohibited:
    a. Names that are offensive and/or derogatory.
    b. Names that are cumbersome, corrupted, or modified.
    c. Names for public streets that could be construed as commercial advertising.
    d. Names that are cardinal directions, i.e., North Road, Eastford Road, Northstar Drive.
    e. Duplicate names, which means that the street in question either has:
        i. The identical name to another street; or
        ii. A name, which because of its pronunciation or spelling, is deceptively like another name (i.e., Beach Avenue, Beech Avenue, Peach Avenue).
3. Street names should not change on a continuous road except circle roads and any streets that make a significant directional change (see item #4 below).
4. A street will not be considered continuous where there is a significant change in direction, such as a 90-degree (or generally greater than 45-degrees), and in such case there should be a new street name where the street changes direction.
5. Where new development has private streets; the private streets should be subject to criteria consistent with this public street naming convention.
6. Street names shall be included on the Tentative Map as required by Section 16.12.050 of the BMC. The list of street names shall be forwarded to the City Council for their review and approval.
7. Should the street name(s) on the approved Tentative Map be changed, the City Council shall approve the change prior to recordation of the Final Map.

8. The Developer/ Applicant shall bear the full cost of processing the approval of street renaming prior to recordation of the Final Map.

Street Renaming Once the Street Name is Posted:

Where street names have been established and posted but it is proposed to rename the street, the following shall apply:

1. The following criteria are to be used for street renaming once the street name is posted:
    a. The street name will not be changed if it will cause significant cost or inconvenience to those with residences or businesses on that street.
    b. The limitations in New Development #2 shall apply.
    c. Street renaming recognizing the geographic area or the history of the area, harmonizing with the other existing street names or based on prominent community features are permitted.
    d. Street names honoring individuals who have made outstanding contributions to the community, county, state, or nation are permitted.
2. Anyone proposing to change a street name shall submit a written petition supporting the name change by a representative group of property owners and occupants of property on the street.
3. Street renaming shall be approved by the City Council at a public hearing.
4. Hearing Notices shall be sent to all owners of the properties that are located adjacent to the affected street, not less than ten (10) days prior to the public hearing. Should the total number of owners to whom notice should be sent is greater than 1,000, notice shall be given consistent with Section 17.68.B.2.b of the BMC.
5. Hearing notices shall also be published in the newspaper of general circulation per Section 17.68.B.1 of the BMC.
6. Upon approval of the City Council, the street shall be resigned by the City, and all affected agencies, such as the Post Office, Banning Unified School District, the Gas Company, County of Riverside Assessor's Office, the Department of Motor Vehicles, and all of the utility purveyors should be officially notified.
7. The Applicant shall bear the full cost of processing the approval of street renaming.

Temporary Road Closures:

The City is responsible for contacting the USPS, in advance, to set up and provide a safe, temporary location for mail delivery during construction projects or road closures.

Address Notification to Agencies and Departments:

When an address is assigned to a parcel, or a current address is corrected, a letter of notification will be sent to all Agencies and Departments including but not limited to:

- United States Postal Service
- Riverside County Mapping
- Riverside County Sherriff's Department
- Riverside County Registrar of Voters
- Waste Management
- Southern California Gas Company
- Banning Unified School District
- Beaumont Unified School District
- Nobel Systems
- Banning Electric Utility
- Banning Utility Billing
- Banning Fire Department
- Banning Public Works Department (Engineering/Water/Sewer Divisions)

Existing Numbers Not Meeting Requirements:

As inconsistencies have been noticed in current addresses, permitting systems and GIS system, these can be corrected on a "from here forward" basis. Commercial and multi-family addressing may be routed to City departments for comment.

Vacant Building or Unit:

To address possible unpermitted, unsafe electric services and unpermitted uses in violation of BMC Chapter 17.88, any vacant building or unit where electric service has been disconnected for a period of more than six (6) months shall be reviewed. Upon application to the City of Banning Electric Utility for a recommendation or new installation of electric service, it shall be determined by the Electric Utility if the building has been de-energized for a period of more than six (6) months. If it is determined that the service has been discontinued for more than six (6) months, the applicant shall be required to perform items 1 and 2 below:

1. Review of the current or proposed use by the Community Development Director.
2. Site investigation performed by the Building Official, Electrical & Utility Department, Public Works Department, and the Fire Marshall.

The building owner or proposed tenant shall pay any code or site investigation fees. Any tenant must provide proof of a lease or rental agreement prior to any site investigation being performed. Any violations of use or life safety issues must be addressed and

remedied prior to the approval of electric utility release. Additionally, addressing shall be required to comply with the City of Banning addressing policy.

These requirements follow Riverside County Fire Department Fire Prevention Standard #07-01.

Doug Schulze, City Manager

9/24/2020
Date

Record Gazette
Your Community. Your Newspaper.

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

Record Gazette
218 N. Murray St., Banning, CA 92220

Proof of Publication
(2015.5 C.C.P.)

Notice of Public Hearing

State of California)
County of Riverside) SS.

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer and publisher of Record Gazette, a newspaper published in the English language in the City of Banning, County of Riverside, and adjudicated a newspaper of general circulation as defined by the laws of the state of California by the Superior Court of the County of Riverside, under the date October 14, 1966, Case No. 54737.
That the notice, of which the annexed is a copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

Nov 28, 2025

Executed on: November 28th, 2025

At City of Banning, California

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

Kaila Yeaman
Signature

CITY OF BANNING

NOTICE OF PUBLIC HEARING
BEFORE THE CITY COUNCIL

TO CONSIDER ADOPTION OF ORDINANCE NO. 1614
UPDATING BMC CHAPTER 12.32 (ADDRESSING AND HOUSE NUMBERING SYSTEM),
AND ADOPTION OF RESOLUTION NO. 2025-165
APPROVING THE CITYWIDE ADDRESSING POLICY

NOTICE IS HEREBY GIVEN that the City Council of the City of Banning, California, will hold a public hearing at its meeting of December 9, 2025. The City Council meeting begins at 5:00 p.m., in the Council Chambers at City Hall, 99 East Ramsey Street, Banning, CA 92220. To observe the live meeting through your personal computer or smart phone enter the following link: https://banninglive.viebit.com or view on the Banning Government Channel on Cable Television.

The purpose of this hearing is to consider two separate actions related to the City's addressing system: 1. Consider adoption of Ordinance No. 1614, amending Banning Municipal Code Title 12, Chapter 12.32, to repeal the City's outdated 1965 manual house numbering system and adopt a modernized Addressing and House Numbering System. The updated ordinance establishes administrative authority, address assignment requirements, posting and visibility standards, and integration with current GIS, public safety, and permitting systems.
2. Consider adoption of Resolution No. 2025-165 approving the Citywide Addressing Policy, which serves as the City's administrative and procedural document for address assignment, modification, verification, street naming, and visibility requirements.

ENVIRONMENTAL DETERMINATION: The ordinance and the policy are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), the "common sense" exemption, because the actions involve administrative and procedural updates that have no potential to create a physical impact on the environment.

REVIEW OF PROJECT INFORMATION : The proposed ordinance and related documents are available for public review by contacting the Community Development Department during normal business hours (Monday – Friday, 8:00am to 5:00pm) by telephone at (951) 922-3125.

COMMENT ON THIS APPLICATION: Response to this notice may be made verbally at the Public Hearing and/or in writing before the hearing:

- You may provide oral comments at the in-person hearing. Agendas are available at least 72 hours in advance of the meeting online: https://banningca.granicus.com/ViewPublisher.php?view_id=1
- Written comments may be submitted to the City Council by email at CityClerks@banningca.gov or letter to the address below. Transmittal prior to the start of the meeting is required. Any correspondence received during or after the meeting will be distributed to the City Council as soon as practicable and retained for the official record.

City Clerk's Office
PO Box 998
99 E. Ramsey St
Banning, CA 92220

Any challenge of the proposed project in court may be limited to raising only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk at, or prior, to the public hearing (Government Code Section 65009[b][2]).

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at 951-822-3125. Notification 48 hours prior to the meeting Will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Si necesita ayuda con esta carta, por favor llame a la Ciudad de Banning y puede hablar con Sandra Calderon, teléfono (951) 922-3125.

BY ORDER OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA.

David A. Newell, AICP
Community Development Director

Dated: November 21, 2025
Publish: November 28, 2025

Published
Record Gazette
November 28, 2025

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Brandon Smith, Lieutenant** **Vince Avila, Chief of Police**
MEETING DATE:	**December 9, 2025**
SUBJECT:	**Consideration of Resolution 2025-164, Approving the Purchase of 45 Axon Taser 10 Electronic Control Devices, Accessories, Evidence.com Storage, and Virtual Reality Training Equipment**

RECOMMENDATION:

Adopt Resolution 2025-164.

BACKGROUND:

In 2013 the Banning Police Department transitioned from the Axon Taser X26 to the more advanced Axon Taser X2. The transition allowed officers to quickly deploy two sets of probes for single or multiple target engagement without having to reload a second cartridge. One drawback to the X2 device was the effectiveness in close quarters situations where deployed probes did not have the distance to create the spread needed for neuromuscular incapacitation. To address this drawback Axon released the Taser 10 device in 2024. The new Taser 10 allows for a single probe to be fired with every trigger pull and makes it easier to get the desired probe spread to safely cause neuromuscular incapacitation.

Advantages of transitioning from Taser X2 to Taser 10:

- Standoff Range: Increases from 25 feet to up to 45 feet (increases officer safety).
- Probe/Shot Capacity: Increases from 2 cartridges (two shots) to 10 individually fired probes (increases effectiveness and officer safety).
- Targeting System: From dual laser system with standard accuracy to advanced green laser targeting with 200+ fps for enhanced accuracy.
- Adaptive Cross-Connect: Taser 10 uses advanced technology to optimize electrical pulse delivery.
- Precision Deployment: Each probe can be individually placed for optimal effectiveness.
- Auditory Warnings: Enhanced sound features for improved de-escalation capabilities.

JUSTIFICATION:

After approximately 12 years of Axon's Taser X2 being utilized by the Banning Police Department as a trusted less-lethal electronic control device (ECD), the Banning Police Department is in need of updated officer safety equipment. The Taser X2 was originally released in 2011 and was discontinued in 2024 (13 year product life). Only a handful of devices in the department's inventory are still serviceable under original purchase warranties and the remaining devices have no service support should they become inoperable for any reason.

The Axon Taser 7 has been on the market for 7 years, having been released in 2018, and replaced the Taser X3 (released 2009 - discontinued 2018, 9 year product life). The Taser 7 offers upgraded features

but operates much like the Taser X2 and has the same limitations. Based on life-span of previous product models developed by Axon, the Banning Police Department seeks to utilize the most up-to-date technology available. The decision to upgrade the department's equipment to the Taser 10 will ensure department personnel are best equipped to safely provide law enforcement service to the citizens and visitors of the City of Banning.

The Taser 10 purchase will include training aids (training cartridge suit, interactive virtual reality training system, training cartridges, and Taser instructor certification), and all needed holsters, batteries, charging docks, and cartridges (live, training, and inert). Over the 5-year payment term all replacement items will come at no charge (including replacement of used cartridges and warranty needs).

FISCAL IMPACT:

The Banning Police Department aims to utilize Supplemental Law Enforcement funding from Fund 148 (Supplemental Law Enforcement Fund), Account 148-2200-421.90-56 (Machinery Equipment) to make the purchase of Axon Taser 10 devices and accessories in 5 annual payments for a total purchase of $282,338.63. An appropriation is required for the first purchase this fiscal year. Future budgets will include the needed funds in the account. The current balance of Fund 148 is $359,990.59. The purchase will be made directly through Axon Enterprises Inc. through Sourcewell CEW Contract # 092722-AXN.

February 2026 - $56,467.73
February 2027 - $56,467.73
February 2028 - $56,467.73
February 2029 - $56,467.73
February 2030 - $56,467.71

Total - $282,338.63

ALTERNATIVES:

Do not adopt Resolution 2025-164 and provide alternative direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution_2025-164.docx
2. Banning Police Dept. - CA - T10 Cert Pro Sourcewell Quote.pdf
3. Banning Police Department - T10 Presentation.pptx

RESOLUTION 2025-164

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE PURCHASE OF 45 AXON TASER 10 ELECTRONIC CONTROL DEVICES (ECD), ACCESSORIES, EVIDENCE.COM STORAGE, AND VIRTUAL REALITY TRAINING EQUIPMENT

WHEREAS, on December 9th, 2025, the City of Banning, on resolution 2025-164 approved the purchase of forty-five (45) Axon Taser 10 Electronic Control Devices, accessories, Evidence.com storage, and virtual reality training equipment; and

WHEREAS, the forty-five Axon Taser 10 ECDs will be purchased directly through Axon under a Sourcewell purchasing cooperative (Contract # 092722-AXN); and

WHEREAS, the purchased will be billed annually over five years, with four payments of $56,467.73 and one payment of $56,467.71; and

WHEREAS, the total for the five annual payments will not exceed the amount of $282,338.63; and

WHEREAS, the total of $282,338.63 will be paid utilizing the Fund 148 Account No. 148-2200-421.90-56, which will require an appropriation for the first year.

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

SECTION 1. The City Council adopts Resolution 2025-164 and approves the purchase of forty-five Axon Taser 10 ECDs, accessories, Evidence.com storage, and virtual reality training equipment.

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

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

PASSED, APPROVED AND ADOPTED this 9th day of December, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon, Acting Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

_____

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy, & Pinkney LLP

CERTIFICATION:

I, Sandra Calderon, Acting Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-164, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of December, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A

Banning Police Dept. – CA – T10 Cert Pro Sourcewell Quote

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-756601-45979AS

Issued: 11/18/2025

Quote Expiration: 12/26/2025

Estimated Contract Start Date: 03/01/2026

Account Number: 144246

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Banning Police Dept. - CA 125 E Ramsey St Banning, CA 92220-4839 USA	Banning Police Dept. - CA PO Box 998 Banning CA 92220-0007 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith Phone: 602-751-1798 Email: asmith@axon.com Fax: (480) 463-2201	Brian Walker Phone: 951-849-1445 Email: bwalker@banningca.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$265,020.00
ESTIMATED TOTAL W/ TAX	$282,338.63

Discount Summary

Average Savings Per Year	$24,046.11
TOTAL SAVINGS	$120,230.55

Payment Summary

Date	Subtotal	Tax	Total
Feb 2026	$53,004.00	$3,463.73	$56,467.73
Feb 2027	$53,004.00	$3,463.73	$56,467.73
Feb 2028	$53,004.00	$3,463.73	$56,467.73
Feb 2029	$53,004.00	$3,463.73	$56,467.73
Feb 2030	$53,004.00	$3,463.71	$56,467.71
Total	**$265,020.00**	**$17,318.63**	**$282,338.63**

Quote Unbundled Price:	**$385,242.00**
Quote List Price:	**$301,191.00**
Quote Subtotal:	**$265,020.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00022	BUNDLE - TASER 10 CERTIFICATION PRO	45	60	$139.46	$108.33	$95.32	$257,364.00	$17,318.63	$274,682.63
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			$2,700.00	$2,376.00	$2,376.00	$0.00	$2,376.00
20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1			$6,000.00	$5,280.00	$5,280.00	$0.00	$5,280.00
Total							**$265,020.00**	**$17,318.63**	**$282,338.63**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION PRO	100126	AXON VR - TACTICAL BAG	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	45	2	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	900	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	450	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100401	AXON TASER 10 - CARTRIDGE - INERT	20	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100591	AXON TASER - CLEANING KIT	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	45	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100748	AXON VR - CONTROLLER - TASER 10	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	101294	AXON VR - TABLET	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	101300	AXON VR - TABLET CASE	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	101751	AXON VR - HEADSET - HTC FOCUS VISION	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	45	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	45	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	9	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	02/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION PRO	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	140	1	02/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	360	1	02/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	130	1	02/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	360	1	02/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100210	AXON VR - TAP REFRESH 1 - TABLET	2	1	08/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2	1	08/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	1	08/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	08/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	140	1	02/01/2029
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	360	1	02/01/2029
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	130	1	02/01/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	360	1	02/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION PRO	101180	AXON TASER - DATA SCIENCE PROGRAM	45	03/01/2026	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE.COM LICENSE	1	03/01/2026	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE.COM LICENSE	45	03/01/2026	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	20370	AXON VR - USER ACCESS - FULL VR	45	03/01/2026	02/28/2031

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION PRO	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	45
BUNDLE - TASER 10 CERTIFICATION PRO	101193	AXON TASER - ON DEMAND CERTIFICATION	45
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION PRO	100197	AXON VR - EXT WARRANTY - HEADSET	2	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	100213	AXON VR - EXT WARRANTY - TABLET	2	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	45	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	9	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	45	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION PRO	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	02/01/2027	02/28/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	125 E Ramsey St	Banning	CA	92220-4839	USA
2	125 E Ramsey St	Banning	CA	92220-4839	USA

Payment Details

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$475.20	$0.00	$475.20
Year 1	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	$1,056.00	$0.00	$1,056.00
Year 1	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	45	$51,472.80	$3,463.73	$54,936.53
Total				**$53,004.00**	**$3,463.73**	**$56,467.73**

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$475.20	$0.00	$475.20
Year 2	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	$1,056.00	$0.00	$1,056.00
Year 2	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	45	$51,472.80	$3,463.73	$54,936.53
Total				**$53,004.00**	**$3,463.73**	**$56,467.73**

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$475.20	$0.00	$475.20
Year 3	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	$1,056.00	$0.00	$1,056.00
Year 3	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	45	$51,472.80	$3,463.73	$54,936.53
Total				**$53,004.00**	**$3,463.73**	**$56,467.73**

Feb 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$475.20	$0.00	$475.20
Year 4	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	$1,056.00	$0.00	$1,056.00
Year 4	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	45	$51,472.80	$3,463.73	$54,936.53
Total				**$53,004.00**	**$3,463.73**	**$56,467.73**

Feb 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$475.20	$0.00	$475.20
Year 5	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	$1,056.00	$0.00	$1,056.00
Year 5	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	45	$51,472.80	$3,463.71	$54,936.51
Total				**$53,004.00**	**$3,463.71**	**$56,467.71**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell CEW Contract #092722-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/18/2025

Banning Police Department

TASER 10 Equipment Proposal

Quote Number: Q-756601-45979AS

Program Length: 60 months

Contract Start: March 1, 2026

Issued Date: November 18, 2025

Payment Terms: Net 30

Total Investment: $265,020.00

Total with Tax: $282,338.63

AXON

Program Overview

TASER 10

Certification Pro Bundle

Timeline

Mar 1, 2026
Start Date

Feb 28, 2031
End Date

Program Scope

- 45 TASER 10 Certification Pro units
- 60-month term with Net 30 payment terms
- Annual payments scheduled from Feb 2026 to Feb 2030

Key Inclusions

- TASER 10 Certification Pro Bundle Complete conducted energy weapon platform with certification
- Training & Instruction 2-Day Instructor Course and Axon VR PSO Full Installation
- Extended Warranties Full coverage for handles, batteries, dock, VR equipment

Total Savings

- Total Program Savings: $120,230.55
- Average Savings Per Year: $24,046.11

TASER 10 Equipment Details

Core Hardware

- TASER 10 Handles - 45 yellow Class 3R units
- Magazines & Cartridges - Live duty black (46), training purple (3), HALT training blue (4), plus 1640 cartridges (live, halt, inert)
- Holsters & Power - 45 Safariland holsters, 55 tactical battery packs
- Docking System - Six Bay dock plus core, wall mount bracket, power cord

VR Equipment & Training

- VR Hardware - HTC Focus Vision headsets (2), TASER 10 controllers (2), handgun controllers (2), tablet and case
- Training Tools - Professional conductive target, target frame, enhanced hook-and-loop training suit, cleaning kit
- Services - TASER 10 2-Day Instructor Course, VR PSO Full Installation

Warranties & Lifecycle Management

- Extended Warranties - Full coverage for TASER 10 handles, battery packs, dock, VR equipment
- Scheduled Replenishments - Cartridge deliveries in 2027, 2028, 2029, 2030
- VR TAP Refresh - Tablets, controllers and headsets refresh at year 3

Package Overview

- Qty: 45 units
- 60-month term
- Hardware + VR + Training

TASER X2 vs TASER 10 – What's Improved

VS

TASER X2

TASER 10

Operational Impact

- Greater standoff distance enhances officer safety
- Precision placement of each probe increases effectiveness
- 10 chances vs. 2 to achieve neuromuscular incapacitation
- Superior performance in adverse weather conditions

Range & Capacity

Standoff Range

X2: Up to 25 feet

TASER 10: Up to 45 feet 80% increase

Probe/Shot Capacity

X2: 2 cartridges (two shots)

TASER 10: 10 individually fired probes 5x capacity

Technology Improvements

Targeting System

X2: Dual laser system

TASER 10: Advanced green laser targeting

Accuracy

X2: Standard accuracy

TASER 10: Enhanced accuracy with 200+ fps velocity

Weather Resistance

X2: Standard protection

TASER 10: IP67 rated (dust-tight & waterproof)

Advanced Features

- Adaptive Cross-Connect: TASER 10 uses advanced technology to optimize electrical pulse delivery
- Precision Deployment: Each probe can be individually placed for optimal

Why Upgrade Now

TASER 10

Next Generation Safety Technology

Critical Upgrades:

✓ 80% Greater Range
✓ 5x More Deployment Options
✓ Enhanced Accuracy
✓ IP67 Weather Resistance
✓ Advanced Targeting System

Key Reasons to Upgrade

1 Enhanced Officer Safety

The TASER 10's extended 45-foot range (vs 25-foot with X2) provides a critical safety buffer for officers. With 10 individually fired probes, officers gain multiple deployment opportunities without reloading, ensuring greater control in high-stress situations.

2 Superior Effectiveness

Improved targeting system with green laser and 200+ fps velocity delivers more precise probe placement. Independent probe deployment allows officers to adapt to moving subjects, increasing successful neuro-muscular incapacitation (NMI) rates.

3 Reduced Liability & Better Documentation

Advanced data logging capabilities provide comprehensive deployment records. Improved weather resistance (IP67) ensures reliable function in all environmental conditions, reducing equipment failure risk.

4 VR Training Integration

Included VR training system with TASER 10-specific scenarios helps officers master the new technology quickly. Instructor certification ensures department-wide proficiency with minimal downtime.

5 Fiscal & Administrative Benefits

Contract locks in current pricing for 60 months. TAP (Technology Assurance Plan) ensures ongoing support and scheduled cartridge replenishments, eliminating administrative burdens.

Training, VR, and Software

Axon VR Training System

Immersive scenario-based learning

VR Training Workflow

1. **Full Installation & Setup**
   Complete PSO deployment on-site
2. **Instructor Certification**
   2-Day course for departmental trainers
3. **Officer Training**
   Full access for all 45 users

Training & Services

TASER 10 – 2-Day Instructor Course

Comprehensive certification program for trainers to ensure proper deployment and use of TASER 10 technology

Axon VR PSO Full Installation

Professional services team handles complete setup, configuration, and initial training

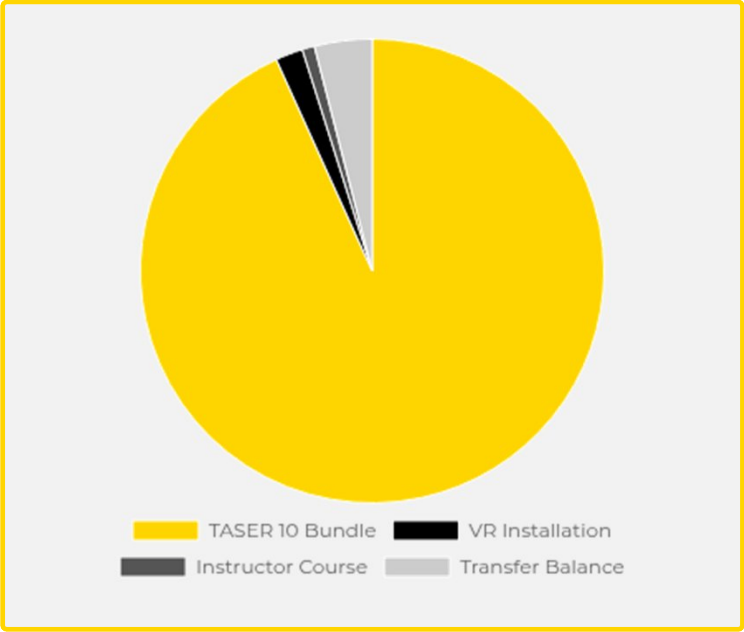
VR Access & Components

- Full VR user access for all 45 users
  Complete access to the entire VR training library
- VR Equipment Bundle
  HTC Focus Vision headsets, TASER 10 controllers, handgun controllers, tablets with cases
- TAP Refresh Program
  Scheduled component updates throughout the 60-month term

Software & Evidence Management

- Evidence.com Licenses (46 total)
  45 officer licenses + 1 agency-wide license
- Axon Data Science Program

Investment Summary



[redacted]

Total Investment

$265,020.00

Over 60 months ($4,417.00/month)

Program Items

Transfer Balance – Software & Services	**($5,273.77)**
Transfer Balance – Goods	**$16,351.40**
TASER 10 Certification Pro (Bundle)	**$257,364.00**

Services

TASER 10 2-Day Instructor Course	**$2,376.00**
Axon VR PSO Full Installation	**$5,280.00**

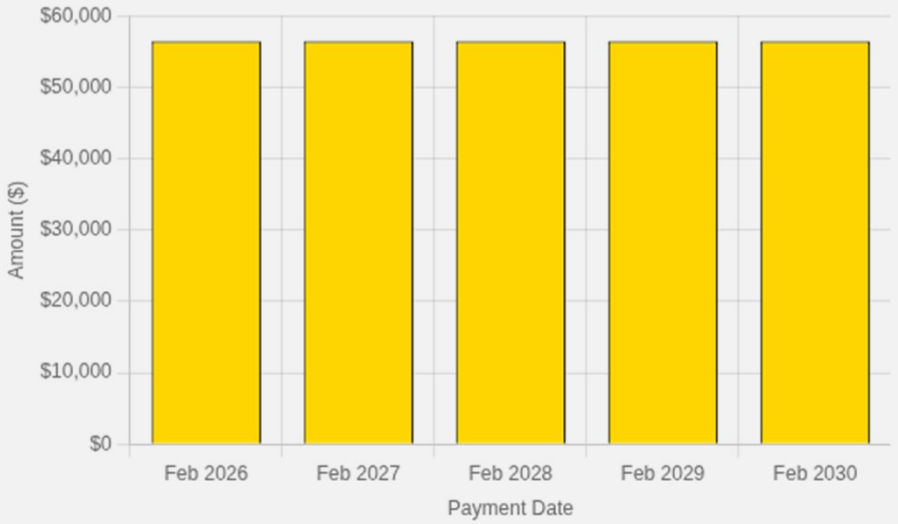
Total Investment

Subtotal (Before Tax):	**$265,020.00**
Tax (estimated):	**$17,318.63**
Total With Tax:	**$282,338.63**

Savings Summary

Total Savings:	**$120,230.55**

Payment Schedule



60-month payment plan with annual invoicing

Invoicing Schedule (Net 30)

- Feb 2026: $56,467.73
- Feb 2027: $56,467.73
- Feb 2028: $56,467.73
- Feb 2029: $56,467.73
- Feb 2030: $56,467.71

∑ Total Investment: $282,338.63

Payment Notes

- All payments include applicable taxes ($3,463.73/year)
- Annual invoices will be issued with Net 30 payment terms
- Payments cover TASER 10 equipment, cartridges, VR system, training, and software subscriptions

Tax amounts are estimated and subject to change at time of invoicing. Tax exemption certificate should be submitted prior to invoicing if applicable.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Marisol Lopez, Economic Development Manager** **Art Vela Interim City Manager**
MEETING DATE:	**December 9, 2025**
SUBJECT:	**Non-Binding Memorandum of Understanding (MOU) between the Cities of Banning, Beaumont, Calimesa, and the Morongo Band of Mission Indians to Collaborate and Continue Discussions Toward the Formation of a Joint Powers Authority for Animal Control Services**

RECOMMENDATION:

Authorize the Interim City Manager to Sign a Non-Binding Memorandum of Understanding (MOU) between the Cities of Banning, Beaumont, Calimesa, and the Morongo Band of Mission Indians.

BACKGROUND:

The City of Banning currently has no active animal shelter, having ended its previous shelter contract in the summer of 2024. Since that time, the City has experienced a growing animal welfare crisis, as there are no official facilities to house stray or abandoned animals.

The absence of sheltering options has left the City's animal control services unable to impound or hold animals, leading to a long term and unstainable reliance on residents and rescue groups.

With the region's pet population rising, operational costs escalating, and community expectations increasing, the need for a sustainable and humane regional solution has become urgent. Neighboring agencies, including the Cities of Beaumont and Calimesa and the Morongo Band of Mission Indians, are facing similar constraints and expressed interest in exploring a cooperative model to share costs and resources. In response, the partner agencies established a 2x2x2 subcommittee, consisting of two representatives from each jurisdiction, to evaluate potential regional strategies.

Banning's representatives in the 2x2x2 subcommittee are Mayor Sheri Flynn and Councilmember Cindy Barrington. The subcommittee has reviewed several service models and determined that a Joint Powers Authority (JPA) represents a promising long-term solution to achieve operational efficiency, stable funding, and consistent service delivery. One successful model examined by the group is Animal Friends of the Valleys (AFV) in Wildomar, a regional JPA that serves six municipalities in Riverside County. AFV demonstrates the advantages of collaborative governance, shared infrastructure, and economies of scale in animal welfare operations.

The proposed non-binding Memorandum of Understanding (MOU) is an initial, good-faith commitment to continue structured dialogue and coordinated feasibility evaluation among the participating agencies. The MOU does not create binding financial obligations but establishes a formal mechanism for cooperation.

Objectives of the MOU include:

- Continuing inter-agency coordination on the formation, structure, and governance of a potential Animal Control JPA.
- Sharing operational data, reports, and feasibility analyses to inform decision-making.
- Identifying service needs, facility capacities, and equitable cost-sharing options.
- Advancing a humane, socially conscious approach to animal care, community education, and public safety.

JUSTIFICATION:

Approval of the Memorandum of Understanding is warranted to provide the City with a structured and collaborative path toward resolving its current animal welfare challenges. Without an active shelter or viable impound options, the City is unable to meet basic long-term public safety and animal care obligations, resulting in growing operational challenges for staff and an unsustainable reliance on residents and rescue groups.

The MOU offers a practical, no-risk framework to continue working with regional partners who are experiencing similar constraints and who have jointly identified the potential for a regional Joint Powers Authority as a long-term, cost-effective solution. By formalizing this cooperative effort, the City can participate in coordinated feasibility studies, share critical data, and evaluate equitable cost-sharing models while maintaining full discretion over any future commitments.

Adopting the MOU ensures the City remains an active partner in shaping a regional, humane, and financially sustainable animal care system that meets community expectations and supports public health and safety.

FISCAL IMPACT:

Not applicable.

ALTERNATIVES:

Do not approve staff's recommendation.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Animal_Control JPA MOU.pdf

NON-BINDING MEMORANDUM OF UNDERSTANDING
Between the City of Beaumont, City of Banning, City of Calimesa, and Morongo Band of Mission Indians to Collaborate and Continue Discussions Toward the Formation of a Joint Powers Authority for Animal Control Services

1. Purpose

This Memorandum of Understanding ("MOU") is entered into by and among the City of Beaumont, City of Banning, City of Calimesa, and Morongo Band of Mission Indians (collectively referred to as the "Parties"), each of the Cities being a public agency within the meaning of California Government Code Section 6500 et seq, and the Morongo Band of Mission Indians being a federally recognized Sovereign Nation.

The purpose of this MOU is to establish a framework for the Parties to continue collaborative discussions and evaluations regarding the potential formation of a Joint Powers Authority ("JPA") to provide regional animal control services. This MOU reflects the Parties' mutual commitment to explore a cooperative and socially conscious approach to animal welfare and public service delivery.

2. Term

This MOU shall become effective upon the date of the last signature and shall remain in effect for a period of one (1) year, unless terminated earlier pursuant to Section 5 below.

3. Objectives

The objectives of this MOU include, but are not limited to:

- Continuing dialogue and coordination among the Parties regarding the formation, structure, governance, and funding model of a potential Animal Control JPA.
- Sharing relevant data, reports, and operational information to inform feasibility analyses.
- Identifying service needs, resource capacities, and potential cost-sharing mechanisms.
- Promoting a **socially conscious governance model** that prioritizes humane animal care, community education, and public safety.

4. No Binding Commitment

This MOU is non-binding and does not create any legal or financial obligations among the Parties. No Party shall be obligated to enter into a future JPA or any contract for services unless and until such an agreement is duly approved by each Party's governing body.

5. Withdrawal and Termination

Any Party may withdraw from this MOU with thirty (30) days' written notice to the other Parties. This MOU shall terminate automatically upon the expiration of its one-year term unless extended in writing by mutual consent of all Parties.

6. Designation of Representatives

Each Party shall designate one staff representative and one alternate to participate in working group meetings and discussions related to the potential JPA. These representatives shall serve as the primary points of contact and coordination among the Parties.

7. Severability

If any provision of this MOU is determined to be invalid or unenforceable, such determination shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

8. Amendments

This MOU may be amended or extended by mutual written consent of all Parties.

9. Execution

This MOU may be executed in counterparts, each of which shall be deemed original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed binding for purposes of this MOU.

APPROVED BY:

CITY OF BEAUMONT

By: _____
Gustavo J. Romo
Interim City Manager
Date: _____

CITY OF BANNING
By: _____
Art Vela, PE
Interim City Manager

APPROVED As To Form:

_____
Steven W. DeLateur, Esq.
Manning & Kass LLP,
Representing the City of Beaumont

_____
Counsel for City of Banning

Date: _____

CITY OF CALIMESA
By: _____
Will Kolbow
City Manager
Date: _____

_____
Counsel for City of Calimesa

MORONGO BAND OF MISSION INDIANS
By: _____
Jason Carrizosa
Chief Executive Officer
Date: _____

_____
Counsel for the Morongo Band of Mission Indians

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Nicole Jews, Human Resources Manager** **Michelle Green, Acting Administrative Services Director, Art Vela, Interim City Manager**
MEETING DATE:	**December 9, 2025**
SUBJECT:	**Consideration of Resolution 2025-175, Authorizing the exception of the 180-Day Waiting Period for Retired Annuitant (RA) Bonnie Johnson**

RECOMMENDATION:

Adopt Resolution 2025-175.

BACKGROUND:

Since March 2025 the Finance Department has been at a critical juncture and required the guidance of an experienced fiscal services professional to ensure it continues on the path to efficient management and operation. During the March 25, 2025 City Council meeting Michelle Green, a CalPERS retiree, who has over 30 years' experience in fiscal services, was appointed as the Interim Finance Director. As a Retired Annuitant, Ms. Green can only work an aggregate of 960 hours in a fiscal year regardless of how many CalPERS contracting agencies she works for during such period. Given the substantial amount of work, Ms. Green is near exhausting her remaining hours to assist the Finance Department. To maintain continuity of service in the Finance Department, it was necessary to request additional support for the Department to function.

In early October the city engaged Ms. Bonnie Johnson, also a CalPERS retiree, with over 30 years of experience in City management and fiscal operation in the municipal government realm, to fill the vacant Finance Director position on an interim basis while the city recruits for a permanent appointment. It is anticipated Ms. Johnson will start in the Interim Finance Director position on December 22, 2025. This is when it is estimated Ms. Green will exhaust her 960 fiscal hours per CalPERS guidelines.

Gov. Code section 21221(h) permits the limited-term appointment of CalPERS retirees to temporary positions subject to certain requirements, including limited hours, compensation, and duration of work. As a CalPERS retiree, Ms. Johnson can only work an aggregate of 960 hours in a fiscal year regardless of how many CalPERS contracting agencies she works for during such period.

Staff recommends that the City Council approve by Minute Order the limited-term appointment of Bonnie Johnson as Interim Finance Director, while the city recruits for a permanent appointment.

JUSTIFICATION:

The resolution for Interim Vacant Retired Annuitant under Gov. Code sections 7522.56 and 21221(h), is for CalPERS retirees hired to work in a vacant position while the employer recruits for a permanent replacement, such as an interim city manager, interim police or fire chief, interim department head, or

any other unique managerial or executive position. An open recruitment to fill the vacancy with a permanent replacement is required to appoint a retiree. A retiree can only be appointed once to a vacant position. A retiree must reinstate from retirement to be employed in any regular staff position which includes any permanent positions including full time, part time, seasonal, limited term, permanent intermittent, exempt from membership, or any other type of temporary or periodic regular staff position.

FISCAL IMPACT:

Ms. Johnson would be paid an hourly rate of $117.3024 per hour, which is the hourly equivalent of the Finance Director position. She is not entitled to any additional compensation, benefits, vacation, or holidays.

ALTERNATIVES:

Do not adopt Resolution No. 2025-175 and provide staff alternate direction, which will lead to further shortages in the Finance Department.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2025-175.docx
2. Johnson, Bonnie_Final Offer of Employment_12.19.2025.doc

RESOLUTION 2025-175

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE EXCEPTION OF THE 180-DAY WAITING PERIOD FOR RETIRED ANNUITANT (RA), GOV. CODE SECTIONS 7522.56 & 21221(H)

WHEREAS, in compliance with Government (Gov.) Code section 7522.56 of the Public Employees' Retirement Law, the [governing body name] must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, Bonnie Johnson, 2114 retired from City of Calimesa in the position of Executive Advisor to the City Manager, effective 06/30/2023; and

WHEREAS, Gov. Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is 07/01/2023 without this certification resolution; and

WHEREAS, Gov. Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the Banning City Council, the City of Banning and Bonnie Johnson certify that Bonnie Johnson has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, an appointment under Gov. Code section 21221(h) requires the retiree is appointed into the interim appointment during recruitment for a permanent appointment; and.

WHEREAS, the governing body has authorized the search for a permanent appointment on [date]; and

WHEREAS, the Banning City Council hereby appoints Bonnie Johnson as an interim appointment retired annuitant to the vacant position of Finance Director for the City of Banning under Gov. Code section 21221(h), effective [date of appointment]; and.

WHEREAS, this Gov. Code section 21221(h) appointment shall only be made once and therefore will end on September 30, 2026; and.

WHEREAS, the entire employment agreement, contract or appointment document between Bonnie Johnson and the City of Banning has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is $9,384.19 and the hourly equivalent is $117.3024, and the minimum base salary for this position is $6,936.47 and the hourly equivalent is $86.7058; and

WHEREAS, the hourly rate paid to Bonnie Johnson will be $117.3024; and

WHEREAS, Bonnie Johnson has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

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

SECTION 1. The City Council hereby certifies the nature of the employment of Bonnie Johnson as described herein and detailed in the attached employment agreement document and that this appointment is necessary to fill the critically needed position of Finance Director for the City of Banning by December 19, 2025 because the current Interim Finance Director, whom is also a retired annuitant is close to exhausting her CalPERS fiscal year limit of 960 hours and the need for management level support continues to exist while the Finance Director recruitment remains open.

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

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

PASSED, APPROVED AND ADOPTED this 9th day of December 2025.

_____
Mayor
City of Banning

ATTEST:

_____
Sandra Calderon, Acting Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

_____
John Pinkey, City Attorney
SBEMP

CERTIFICATION:

I, Sandra Calderon, Acting Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-175, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of December 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Acting Deputy City Clerk
City of Banning, California

Exhibit A
Letter of Employment - Bonnie Johnson

City of Banning

Human Resources and Risk Management

December 19, 2025

Subject: **Final Offer of Employment – Interim Finance Director (Retired Annuitant)**

Ms. Bonnie Johnson,

CalPERS allows retirees receiving a pension to return to work in a limited capacity as a Retired Annuitant. A retired annuitant is a CalPERS retiree, who works as an at-will employee of a CalPERS employer, with certain restrictions to avoid jeopardizing their retirement pension payments. Under Gov. Code section 21221, subdivision (h) (hereinafter "Gov. Code section 21221(h)"), a contracting agency is permitted to use a Retired Annuitant to fill a vacant position on an interim basis while recruiting for a permanent appointment. This appointment is being made as an emergency appointment to prevent a stoppage of public business.

Below is the position and pay information for this special assignment, as well as further rules and requirements for working as a retired annuitant.

Position:	**Retired Annuitant – Interim Finance Director**
Salary Grade:	D106, Step 12
Salary Range:	$117.3024/hr.
Start Date:	December 19, 2025
Maximum Hours:	No more than 30 hours per week
Report to:	Art Vela, Interim City Manager

This position is an at-will, temporary position until tentative September 2026.

As a retired annuitant:

- You do not accrue service credit or any additional retirement benefits from employment.
- You must have a Limited-Duration work period. You may not exceed 960 hours in a fiscal year (July 1 through June 30) for employment with all CalPERS employers combined. **There are no exceptions to this limit.** Your hours will reset each July 1st and you can work another 960 hours for the new fiscal year. Your employment should terminate when the limited-duration work you were hired to perform is completed.
- You cannot be employed in any regular staff position such as "seasonal", "permanent intermittent" or any other "temporary" position other than a retired annuitant position.
- You also cannot receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate. For example, longevity compensation, sick leave or vacation benefits cannot be provided to a retired annuitant.
- You cannot be appointed as a retired annuitant if you received unemployment insurance payments for prior retired annuitant work for any CalPERS employer within 12 months prior to

your appointment date. Upon accepting employment, you must certify in writing to the employer that you comply with this requirement.

We are excited to welcome you back to the City of Banning. We do require your signature to indicate your acknowledgement of the retired annuitant requirements. Please feel free to contact Nicole Jews via email at njews@banningca.gov or by telephone at (951) 922-3155 with any questions.

Sincerely,

Nicole Jews
Human Resources & Risk Manager

Art Vela
Interim City Manager

ACKNOWLEDGEMENT:

I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS LETTER AND ACCEPT THIS POSITION WITH THE STIPULATIONS CONTAINED HEREIN.

_____
Name (please print)

_____ _____
Signature Date